

RULES AND REGULATIONS
FOR LA VALENCIA BEACH RESORT

PREAMBLE

The Rules and Regulations ("Rules") hereinafter shall apply to and be binding upon the owners of the property within the La Valencia Beach Resort Subdivision ("Subdivision"). The Rules shall apply to all property as described in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for La Valencia Beach Resort recorded on August 19, 2014, at Book 3632, Page 1738, in the Official Records of Bay County, Florida, as may be amended from time to time (collectively "Declaration"), including but not limited to the common areas and lots. Upon ratification by the Board of Directors ("Board") of the La Valencia Beach Resort Owners Association Inc. ("Association") these Rules supersede and replace all previously enacted Rules and Regulations and shall be deemed in effect until amended, rescinded, or replaced by the Board.

Lot owners shall, at all times obey these Rules and shall ensure that these Rules are faithfully observed by their families, guests, invitees, licensees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. A violation of these Rules may subject the violator and/or the owner to any and all remedies available to the Association and to the other lot owners pursuant to the terms of the Declaration, the Articles of Incorporation of the Association, the Amended and Restated By-Laws of the Association and Florida law, all as may be amended or superseded. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover from the person violating these Rules or any of the foregoing documents (collectively "Governing Documents") in any such actions, any and all attorneys' fees and costs incurred by the Association.

The Board may, from time to time adopt or amend these Rules governing details of the use, improvements, maintenance, operation, and control of the subdivision. Any waivers, consents, or approvals given under pursuant to these Rules by the Board shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board.

I - AUTHORITY TO ESTABLISH RULES

A. The Board shall have the power to adopt and publish Rules governing the common areas and facilities, and the personal conduct of the members and their guests, licensees and invitees thereon; and to establish fines and/or penalties and a procedure for the imposition of infractions of the By-Laws and such Rules of the Association.

B. The Board, by majority vote, may adopt such additional Rules as may be necessary or appropriate for the health, safety, and welfare of the owners and their properties, and for the use, improvement and maintenance of the common areas.

C. All Rules enumerated within this document, Declaration, or the By-Laws of the Association apply equally to each and every lot owner and owner's tenants, guests, invitees, and licensees.

II - DEFINITIONS

Any terms contained in these Rules which are defined or contained in the Governing Documents shall have the same meaning as such terms in the Governing Documents, unless the context clearly dictates otherwise.

Adult: Any living human being eighteen (18) years of age or older.

Lot: Any lot, improved or unimproved, within the Subdivision.

Motor Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices not operated upon rails or guide way, but not including any bicycle or moped. Common examples of motor vehicles are automobiles, trucks, vans, motorcycles, motorbikes, and golf carts.

Oversized Vehicle: Any vehicle longer than the normal parking space.

Person: Any individual, firm, partnership, joint venture, syndicate, or other group or combination acting as a unit, association, corporation, estate trust, business trust, trustee, executor, administrator, receiver, or other fiduciary, agency of

the state, district, federal agency or any other legal entity or its legal representative, agent, or assign, and includes the plural as well as the singular.

Pets: Pets are loosely defined as any animal, bird, reptile, fish, or insect that is owned, kept, tended, housed, or fed by the occupants of lots within the Subdivision. Animals classified as livestock, such as horses, cows, goats, sheep, and pigs are not considered to be pets and are prohibited from the Subdivision. Dogs that are used to assist the blind are not considered pets; therefore, are exempt.

Property: The real property as described in the Declaration.

Vehicles: Any motor vehicle, boat, trailer, ATV, minibike, scooter, go cart, golf cart or any other item that is commonly used to transport a person.

III – OCCUPANCY AND QUIET HOURS

A. Lots within the subdivision are intended for use only as single-family residences.

B. Excessive noise is not permitted at "anytime". Please be respectful of your neighbors. No sound should be heard by others on adjoining lots between 10:00 p.m. and 7:00 a.m. (Central Time). Violations of "Quiet Hours" will subject the property owner to billing expenses incurred by the Association for third party security calls, as well as fines imposed by the Association.

IV – TRASH, GARBAGE, REFUSE CONTROL, AND PET WASTE

A. Owners or occupants of each lot must personally remove or arrange for the removal of household trash, garbage, small household items, and grass, flowers and shrubbery clippings within the Subdivision.

B. Owners or occupants of each lot must personally remove or make arrangements with a trash hauler (currently Nate's Sanitation Service at 850-769-4304) to remove the following items from the Subdivision immediately:

1. Building materials or scraps such as doors, windows, siding, roofing, lumber, drywall, cabinets, vanities, sinks,

lavatories, tubs, concrete products, or stucco, linoleum, carpeting, wood flooring, and padding, water heaters, stoves, dishwashers, clothes, washers or dryers, air conditioners, furnaces, refrigerators, sofas, chairs, mattresses, box springs, chests, vanities, dressers, tables, or bookcases, etc.

2. Automobile tires and other automobile parts, including but not limited to petroleum by-products, batteries, Freon products, etc.

3. Any material considered hazardous by any Local, State, or Federal government or Agency, including but not limited to petroleum by-products, Freon, etc.

C. Residents and guests with pets are responsible for picking up pet waste. A "Pet Waste Container Station" is located on the sidewalk in front of the Clubhouse parking lot. The station is stocked with plastic bags and has a trash container to deposit bags after use. Pets must be kept on a leash at all times.

V - LOT APPEARANCE & MAINTENANCE

A. General: All properties (vacant lots and established homeowner lots) shall be maintained by the owner. Home properties must be maintained in a habitable state and pose no risk for the health, safety and welfare of the homeowner or the neighborhood. Such maintenance obligations shall include, without limitation, the following:

1. Lawn mowing on a regular basis with grass height not to exceed six (6) inches. In the event the owner does not properly maintain their lot by regular mowing, the Board will send a notice to the affected lot owner and if no satisfactory mowing has been done within ten (10) days of the date of the notice, the Board shall procure a contractor to mow and bill the owner for said mowing. Refusal to pay will result in a lien being placed on the property.

2. Prompt removal of all litter, trash, refuse and waste.

3. Tree and shrub pruning as needed.

4. Keeping outdoor areas, including driveway, lawn and home in good repair and neat appearance.

B. The Association controls the outward appearance of all lots within the Subdivision. No changes shall be made to any lot without the prior approval of the Design Review Board.

C. Owners must keep their lawns maintained at all times. Grass must be cut and shrubs must be pruned on a regular basis. Flowers/shrubs/trees should never grow out into the street.

D. It is the responsibility of owners of undeveloped lots to provide regular maintenance to their property. Undeveloped property should be free of trash and should have trimming of trees, vines, and excess growth on a minimum of an annual basis.

E. Do not hang towels, swimsuits, beach equipment, etc. on railing or any porches visible to your neighbors.

F. Changes, improvements, and modifications to the exterior of your property or dwelling need approval by the Design Review Board. Use your login at www.lavalenciabeachresort.com, go to "Owner Documents" and under the "Design Review Board" subject, choose the category and appropriate form to fill out and submit.

VI - VEHICLE OPERATION & PARKING

A. All motor vehicles must be in operable condition and shall be parked in established driveways or stored outside of the Subdivision. Boats, trailers, campers, buses, motor homes, recreational vehicles, and commercial vehicles (except contractor vehicles and trailers on a temporary basis) are not permitted in the Subdivision and must be stored outside the Subdivision. Overflow parking is allowed in the Clubhouse parking lot for short term ONLY. Violations of this rule may result in the towing of said vehicle at the owner's expense. Prior to towing, the Board shall send one (1) certified letter to the owner and after a period of ten (10) days with no response, proceed with action to remove the vehicle from the Subdivision.

B. The speed limit within the Subdivision is twelve (12) miles per hour.

C. Operators of all motor vehicles within the Subdivision must possess a valid state motor vehicle operator's permit for the type of vehicle being operated.

D. Storage of old and unused, stripped, or junked motor vehicles within the Subdivision is prohibited. Likewise, machinery, implements, equipment, or personal property of any kind which is no longer safely usable for the purpose for which it was manufactured, is hereby declared to be a nuisance and a danger to the public health, safety, and welfare, and is prohibited.

E. Construction trailers, vehicles, dumpsters, and equipment are not allowed on weekends or holidays unless work is being performed on those days. Dumpsters must be dumped regularly. Construction trailers may only remain in the Subdivision for three (3) days when related construction activities are not being performed.

F. In the case of renters, the lot owner/property manager handling your rental will provide you with the following:

1. A Vehicle Gate/Pedestrian/Pavilion Gate using a 3-digit code.
2. Gate to the beach uses the same 3-digit code and requires # sign at the end (i.e. 123#).

G. Golf Carts -

1. Golf carts shall observe all traffic laws and operate at safe speed within the Subdivision. In accordance with Florida law, the operator of a golf cart must be at least 16 years of age and possess a valid driver's license.

2. The number of passengers for such carts is limited to the seating available. Drivers are not allowed to have passengers on the end of the cart unless it has a rear seat designated for passengers. Drivers are not allowed to ride passengers on the front or sides of the vehicle.

3. Golf cart parking at the beach pavilion is for non-rental carts only.

VII - NOTICE OF SALE OR ACQUISITION

All owners must keep the Association apprised of their name, address, and telephone number. Accordingly, prior to the sale of a Lot, the owner or their agent shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of a property in the Subdivision, each new owner shall provide the Association with written notice of the name, mailing address and telephone number of the owner, the names of the Occupants of the lot, if any, and such other information as the Board may reasonably require. All owners shall notify the Association of any changes in their contact information.

VIII - RECREATIONAL AND COMMON AREAS

A. The amenities are for the enjoyment of the Subdivision residents and their guests. Pets are not allowed in these areas. Children under 13 years of age must be supervised by an adult at all times when using the pool or clubhouse.

1. Owners, occupants, and their guests shall use the common areas maintained by the Association and all other Common Property and all portions of the Community not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. Outside groups are strictly forbidden to use Subdivision amenities due to liability issues.

B. All amenities shall be used for the activity for which they were designed.

C. Tennis Court Rules:

1. Tennis court hours are 7:00 a.m. to 10:00 p.m.

2. Court time is limited to one hour when it is apparent others are waiting to play.

3. Lights for night play are controlled by the manual timer switch located on the pole at the east

entrance to the court. Please turn lights off before leaving the court.

4. Tennis shoes are the only shoes allowed on the courts. Appropriate tennis attire is required.

5. No skates, rollerblades, skateboards, bicycles or pets are allowed on the court.

6. The court is for tennis and pickleball ONLY. NO other sporting activity is allowed on the court.

7. No food is allowed in the court area. Drink is allowed in plastic, paper, or aluminum containers. No glass containers.

D. Clubhouse, Swimming Pool and Hot Tub – Current rules of conduct are set forth below and additional rules may be posted at the pertinent location.

1. Clubhouse Pool/Hot Tub and Beach Pavilion Pool hours are from 7:00 a.m. to 10:00 p.m.

2. The Clubhouse Facilities, which include the Owner's Pool and Hot Tub, are restricted for the use of owners, their families and accompanied guests only. Children under 14 years old are required to be supervised by an adult (18 or older) to use the Clubhouse and gym. Access to the Clubhouse and its facilities is only by key.

3. Access to the Clubhouse pool and hot tub is via two security coded entrance gates at the pool area. Current gate codes are published inside the Clubhouse (accessible by homeowner's key only).

4. Use the freshwater hose to rinse off before entering the pool or hot tub.

5. The hot tub is limited to no more than 8 people at a time.

6. Adult supervision (18 or older) is required for swimmers under 14 years of age. Children under the age of 4 are required to wear a swimmer's diaper in and around the pool at all times. Violators will be held responsible for

the sanitization and reconditioning of the pool and/or hot tub. Depending on the severity of the contamination, this could include the possible draining and refilling of the pool.

7. When exiting the beach, please use the freshwater hose to rinse off before entering the pool deck.

8. Do not remove pool deck furniture from either pool area or place furniture in the pool.

9. Food and snacks may be brought into the pool deck areas, but are not to be consumed while in the pool. Drinks and food are allowed in plastic, paper, or metal containers only. No glass is allowed.

10. No lifeguards are on duty at either the pool or the beach. Swim at your own risk. Please supervise your loved ones at all times, as gulf tides can change quickly. Please take note of Bay County's flag system.

11. No smoking or vaping is allowed in any pool area.

12. No items should be left overnight in the pool area, on the beach, or by the sand dunes.

13. Stay off of the sand dunes at all times.

IX-OTHER

A. The posting of signs, posters, or advertisements within the Subdivision on any common area including fences, buildings, walls, gates, or road right of way is prohibited unless approved by the Association.

B. No yard sales, garage sales, or rummage sales, etc. are permitted within the Subdivision. At its discretion the Association may host an annual garage sale in which all lot owners or guests are allowed to participate.

C. For those owners that rent, the property manager/lot owner shall distribute a copy of these Rules to all renters. No house parties or similar events shall be held in a rental unit.

D. You should comply with the Bay County Beach Warning Flag System which may be found at <https://panamacity.org/beach-warning-flags/>.

E. Bay County requires a permit for beach bonfires, visit its [website](http://www.pcbgov.com/home/showdocument?id=7062) for more information (www.pcbgov.com/home/showdocument?id=7062).

F. No alcohol is allowed on Bay County beaches in the month of March.

X - PROCEDURES FOR ENFORCEMENT

A. A member of the Board, manager of the association, or a person designated by the board following action of Board shall issue or cause to be issued a written notice ("Notice") to the owner/occupant of any single-family residence or their tenants, guests or invitees, or both, for the alleged violation of the By-Laws of the Association, as amended, the Declaration, as amended, and/or any Rules promulgated by the association (collectively "Documents") that exist. This notice will detail the existence of the violation and request its correction by the time specified therein. The notice shall provide the owner/occupant with a time for correction of at least fourteen (14) days (but no more than 30 days) and fourteen (14) days to request a hearing of the proposed fine in the Notice.

B. The notice shall be in a letter from the Association approved by the Board. The notice shall be served by personal delivery, by certified mail, return receipt requested, or by conspicuously posting a copy on the affected property. The notice shall include:

1. An accurate description of the Lot involved.
2. A statement providing an accurate description of the violation for which the notice is issued.
3. A specification of the provisions and document upon which the notice of violation is based.
4. The name or names of the person(s) or entity(s) or their tenants, guests, or invitees (individually and/or collectively as contextually appropriate "person") in violation upon whom the notice is served for the violation.

5. A statement advising that the failure to correct the matter set forth in the notice shall, without further action or notice, result in a fine, legal action and/or suspension of rights to use the common area and facilities in the Subdivision.

6. The amount of such proposed fine and/or suspension if the offending condition or situation is not corrected.

7. The amount of time that the violator has to correct the condition or situation with/without penalty.

8. The date on which the fine shall be levied if no timely request for a hearing before a committee is received.

C. In the event that it appears the violator shall not, through no fault of his/her own, be able to rectify the violation within the time period specified, the violator may file a written request with the President of the Association stating the reasons they have been unable to complete correcting the violation. If reasonable grounds are shown, the general manager or president is authorized to issue an amended notice authorizing an extension of time not to exceed an additional sixty (60) days within which to complete correction of the violation. The Board, in exceptional cases and upon written request provided within the sixty (60) day period, may further extend the time within which to correct the violation; however, in no event shall the correction date extend beyond a maximum period of one hundred eighty (180) days from the date of the original notice.

D. Violators have fourteen (14) days after service of notice and posting or actual receipt, whichever comes first, to file a written request with the President for a hearing before a committee of at least three (3) individuals to respond to the contents of the Notice. Such committee shall not consist of any officer, director, or employee of the Association, or the spouse, parent, child, brother, or sister of any officer, director, or employee. The hearing shall be held as soon as practicable at the convenience of the committee and the person to whom the notice is directed shall be advised in writing of the time and place of the hearing. In the case of a Notice of a violation that continues from day to day, the original notice and opportunity for hearing shall apply to any continuing violations; i.e., there shall only be a single notice with one opportunity for hearing of a continuing violation.

The proceeding before the committee shall be a de novo proceeding and the person shall have the burden of proof and persuasion to contest

the notice, alleged violation and the proposed fine and/or suspension. At the hearing, the committee must vote on whether the contents of the notice are approved and whether the proposed fine and/or suspension is merited and should be imposed. Such vote shall be announced at the meeting to the affected person, and shall be reflected in the minutes of the committee. In the event that the committee does not approve the notice of proposed fine and/or suspension by majority vote, the fine shall not be levied and/or suspension shall not be imposed. If the fine and/or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association shall provide written notice of such fine and/or suspension by mail or hand delivery to the lot owner and, if applicable, to any tenant, licensee, or invitee of the lot owner. In the case that the committee has ruled and the violation has continued, each day after the triggering date shall constitute a separate and continuing violation. Any affected person may appear in person, by counsel, or by agent possessing a power of attorney (provided the agency instrument appears in the Official Records of Bay County Florida) but may not appear through any other person.

E. Any person violating any of the documents may be fined one hundred dollars (\$100.00) for each first violation and one hundred dollars (\$100.00) for each day thereafter of a continuing violation. A single notice and opportunity to be heard on one specific type of violation shall not result in a fine in the aggregate exceeding one thousand two hundred fifty dollars (\$1,250.00) per violation. Among other remedies, the Association may, suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use the common areas and facilities when an owner of the Lot or its occupant, licensee, or invitee has failed to pay their respective monetary obligation to the Association for at least 90 days, subject to the limitations of Section 720.305 of the Florida Statutes.

F. A fine of \$1,000.00 or more in the aggregate shall become a lien against the appropriate Lot.

G. The provisions of this instrument apply to all properties in the Subdivision.

H. In any action in which the violation is contested, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred.

XI - SEVERABILITY

Invalidation of any provision within these rules by legal action shall not affect any and all other provisions, which shall remain in force.

XII - EFFECTIVE DATE

The provisions of this instrument shall become effective as of the date adopted by the Board in accordance with the governing documents of the Association.

PASSED, APPROVED AND ADOPTED by the Board of Directors of La Valencia Beach Resort Owners Association, Inc., in a duly called meeting thereof as of this 8th day of 2020, 2020.

La Valencia Beach Resort Owners Association, Inc., a Florida not-for-profit corporation

By: CL Inconati
Print Name: CL Inconati
Its: President

By: Leigh Ann Card
Print Name: Leigh Ann Card
Its: Secretary

STATE OF Florida
COUNTY OF Wilton

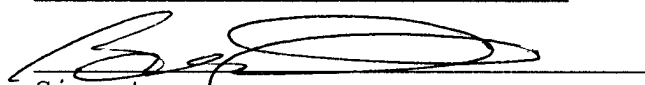
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of September, 2020, by CL Inconati, who is the President of La Valencia Beach Resort Owners Association, Inc., who is personally known to me or has produced FLIA PL as identification.

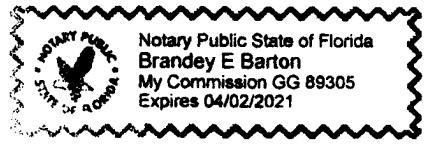
[Signature]
Signature



STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of September, 2020, by Leigh Ann Card, who is the Secretary of La Valencia Beach Resort Owners Association, Inc. who is personally known to me or has produced GA DL as identification.


Signature



THIS INSTRUMENT PREPARED BY: TIMOTHY J. SLOAN, ESQ., TIMOTHY J. SLOAN, P.A.,
427 MCKENZIE AVENUE, PANAMA CITY, FLORIDA 32401