

# **Rules**

**Briny Breezes, Inc.**

Last Update: November 13, 2019

# RULES

## Table of Contents

A.	Arrival and Departure .....	1
1.	Guests, Residents and Resident Guests .....	1
2.	Social & Recreational Privileges .....	1
3.	Closing Mobile Home .....	2
4.	Noise .....	2
5.	Mail .....	2
6.	Mobile Home Key .....	2
7.	I.D. Badges .....	2
8.	The Briny Bugle .....	3
B.	Occupancy / Lots and Looks .....	3
1.	Mobile Home Occupancy .....	3
2.	Pets (Birds, cats and dogs only) .....	3
3.	Service and/Or Emotional Support Animals.....	4
4.	Anchoring Trailer.....	5
5.	Direct Broadcast Satellite Dishes and Aerials .....	5
6.	Improvements .....	5
7.	Watering .....	5
8.	Fire Prevention & Storage of Miscellaneous Items .....	6
9.	Condition of Lots .....	6
10.	Storm Shutters .....	6
11.	Patios .....	6
12.	Soliciting and/or Signs .....	6
13.	Garbage & Rubbish .....	7
C.	Sales and Rentals .....	7
1.	Sales – Stock Shares (Lot Leases) – Mobile Homes .....	7
2.	Rentals .....	7
3.	Membership and Occupancy Applications .....	8
D.	Vehicles and Parking .....	8
1.	Vehicles and speed limit.....	8
2.	Parking .....	9
3.	Overnight RV Parking (bull pen) .....	9
4.	Temporary/Short Term Parking .....	10
E.	Marina and Watercraft .....	10
1.	Seawalls .....	10
2.	District 4 canals .....	10
3.	Marina Rules / Addendum to Slip Lease Agreement .....	11
F.	Community Living / Common Property .....	11
1.	Complaints / Violations.....	12
2.	Park Maintenance.....	13
3.	Smoking .....	13
4.	Storage Facilities.....	13
5.	Kitchen Facilities .....	14
6.	Removal of Park Equipment .....	14
7.	Ocean Clubhouse Rules.....	14
8.	Beach Area .....	14
9.	Swimming Pool .....	15
10.	Pool Cabana .....	15
11.	Laundry .....	15

12. Shuffleboard.....	15
13. Emergency Telephones.....	16
G. Change Log .....	16
Violation and Fining Process .....	Appendix I
Building Permit Application .....	Appendix II
Policy and Criteria for Stockholder Inquiries .....	Appendix III-A
Record Request Policy and Procedures .....	Appendix III-B

## A. ARRIVAL AND DEPARTURE

Stockholders, all residents, guests and renters are required to register at the Briny Breezes Office upon arrival and each party notify the office not less than 24 hours prior to weekday departure or 48 hours prior to weekend departure. Consistent with SECTION 3.65: APPROVAL OF APPLICATIONS of the By-Laws background checks will be completed. All residents and guests must read and familiarize themselves with the Rules of Briny Breezes. Any violation may subject the stockholder to a fine.

1. **GUESTS, RESIDENTS AND RESIDENT GUESTS** – A GUEST is someone who visits a Briny resident. † A guest must be registered in the office and wear a guest badge. Exception: If a guest is here for only a few hours and is not registered, they (children and adults) must be accompanied by the resident at all times. Hosts will be held directly responsible for the conduct of their guests in all areas of the park and shall be liable for any damage caused by said guests.
  - a. **Guest:** While in residence, an owner or renter may have guests, servants or medical assistants for an unlimited time so long as there are not more persons than the normal sleeping capacity of the unit. These persons must be registered, must have a background check if they are here for more than 30 days in any 12 consecutive months and must wear a guest badge.
  - b. **A short-term resident guest** uses an owner's mobile home in his absence with permission and without cost. It is required that an owner who contemplates having a short-term resident guest occupy his unit must notify the office in advance and complete an application form so there will be no confusion or embarrassment to such guest. This short-term resident guest may stay for a period of up to 2 weeks in any 12 consecutive months, use a standard guest badge and use the owner's parking space with the guest placard in plain view.
  - c. **Family Resident Guests** are members of the immediate family. Immediate family includes children, parents, siblings, aunts, uncles, nephews, nieces, grandchildren and their respective spouses. They reside in the owner's unit with permission, without cost and must register and complete an application which will ask for clarification of the relationship to the stockholder, have a background check if they are to stay longer than 30 days in any 12 consecutive months and receive, for a fee, a badge that allows them access to common property. They may receive mail in the owner's mailbox. These residents may have privileges of clubs, social events and certain Board committees.
  - d. Residents other than those specified above may live with the owner e.g. spouse, friend, adult child. They must fill out an application, complete a background check and receive with a charge a badge that allows access to common property. They may receive mail in the owner's mailbox. These residents may have privileges of clubs, social events and certain Board committees.
  - e. Children under the age of 18 who reside with a stockholder(s) are residents and should have a badge that affords them access to the laundry and the beach rest rooms.
  - f. Overnight RV parking guests are required to be registered in the office prior to their arrival by the owner they are visiting. They receive guest badge(s) with the necessary deposit. Parking signage should be visible, with the number of the resident's unit they are visiting identified and the dates of the visit. If for any reason, they visit for more than 30 days in any 12 consecutive months, they require a background check.
2. **SOCIAL & RECREATIONAL PRIVILEGES**
  - a. A stockholder who rents a lot to others transfers the rented unit privileges e.g. clubs, social activities but not the rights e.g. voting and Board appointed committees. This stockholder's badge no longer allows access to common property during this time period.
  - b. When a renter moves out of the park, even if his rental period has not yet expired, he forfeits his right to social privileges and must turn in his badge.
  - c. Guest privileges are to be limited to residents while staying with stockholders within the park. They are not extended to friends or family who are living outside the park except when accompanied by the resident host.

- d. Stockholders who invite groups comprised mainly of non-Briny residents to a function in any indoor or outdoor corporate facility must request permission at least 30 days in advance so that the request can be reviewed at a regular meeting of the Board of Directors for a decision.
  - e. Agency employees and employees working a shift in the park but residing elsewhere are considered day guests and may use the club facilities only when accompanied by the stockholder-employer or in the performance of their duties.
3. **CLOSING MOBILE HOME** – When a mobile home is left vacant for more than 72 hours between June 1st and November 30th and during severe storms and hurricanes, it must be properly closed for hurricane protection or a person must be designated to do so in event of storm. The name of the person responsible for closing the unit must be provided to the Briny Office before the stockholder departs Briny. However, if a stockholder resides within 100 miles of Briny Breezes, his/her unit may remain open for periodic use during June 1 through Nov 30 unless/until a hurricane watch is issued, when the stockholder must return to Briny to close his/her unit within 72 hours from the time the watch is issued. Closing by June 1st for hurricane season may be delayed until no later than July 1st by receipt of written confirmation from the stockholder of a third-party contract to close the unit as part of the contractor’s normal work process but as soon as possible in the event of an approaching storm. If no storms are threatening, closing can also be delayed until July 1 to complete contracted work inside a unit if the corporation receives a letter from the stockholder naming the person/company performing the work and the person who is responsible for closing after the work is complete. All miscellaneous items, including barbecue grills, must be removed and placed within the unit or other storage facilities. LP gas containers for grills must be removed. Large LP gas containers must be securely attached to the mobile home. Items under 40 pounds must be removed.

An inspection will be made on June 1<sup>st</sup> by the manager and/or the Hurricane Preparedness Committee. Any items susceptible to wind displacement found outside after closure of unit will be removed and stored at owner’s cost until January 1<sup>st</sup>, at which time they will be discarded if not retrieved by owner. The above shall apply, but not be limited, to such items as unsecured storage sheds, planters, pots, loose concrete blocks, grills, etc. Hoses can remain outside attached to faucet but must be coiled up and secured.

4. **NOISE** – In order that all unit owners may have the quiet enjoyment of their property, no one shall make or permit any disturbing noises within their mobile home by himself, his family, servants, employees, agents, guest and licensees, nor permit anything to be done by such person that will interfere with the rights, comforts or conveyances of the other residents. Nothing shall be done on any common area or from within any mobile home which may be or may become an annoyance or nuisance to a neighborhood. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted in writing to the Board of Directors for a decision. The Board of Directors decision shall be in writing and shall be final and binding. By way of example, but not an exclusive list, no loud vehicle engines, boisterous parties, loud talking, singing or noise shall be permitted between the hours of 11:00 p.m. and 8:00 a.m. The use of electronic or acoustic devices or musical instruments, including but not limited to radios, televisions, stereos, CD players, or the playing of musical instruments, must be kept to a minimal sound level and be audible only within one’s own mobile home.
5. **MAIL** – Mail distribution will be only to your lockbox which is available to you at all hours. For speediest placement of mail in your box, notify the correspondents and mail forwarders to address your mail 5000 N. Ocean Blvd., your unit number, Briny Breezes, FL 33435. Mail will be forwarded for a reasonable time only after checking out at the Office. Notify your correspondents immediately. Only First-Class mail will be forwarded. All notices to Stockholders by the Board of Directors will be posted on the bulletin board in the mailroom.
6. **MOBILE HOME KEY** – It is recommended that when your mobile home is closed for any extended time, your mobile home key be filed in the office with a notation on your file card as to the person or persons authorized to go into your mobile home if necessary. Your key will not be given to anyone

(your guest or otherwise) without your permission, except for an emergency or disaster. Corporation shall not supervise your designee, nor be liable for any damage or stolen items from a mobile home, when designee requests key.

7. **I.D. BADGES** – For the safety and security of all residents, photo ID badges will be issued to all Stockholders, residents and renters. It is expected that badges are with each person while traveling within the community and in/at all corporation facilities and activities including the beach. Non-photo badges are available at the Office for guests, and it is the responsibility of the residents to obtain these badges, which must be worn while guests are in the Park. Only Stockholder, seasonal renter badges and residents specified in A.1.a-e of the Briny Breezes Rules have a magnetic strip that allow access to certain corporate facilities. A fee is charged for each badge, which is refundable when guest badges are returned to the Office. Guest badges are issued for a period of two-weeks. Extension of the two-week period will be granted one time upon request at the Office. A refundable deposit, check or cash, per badge is required. If an extension is not requested at the Office and so noted on the sign-out card, the refundable deposit is forfeited. Lost guest badge will result in forfeiture of the deposit. In either case, the badge number will be removed from the badge access control system.

A “renter,” “resident guest” resident, or children’s badge will be issued for a fee. If the location of residence changes, the badge must be revised to reflect the change. All badges must be returned at the end of the residency period. All renters and guests including children who are leaving Briny Breezes, Inc. should turn in their badges.

A non-refundable fee will be charged for lost badges. Times will be announced in the Bugle to take photographs for badges.

8. **THE BRINY BUGLE** – The Briny Bugle, the official Park newspaper of Briny Breezes, Inc., is published weekly November through April and monthly May through October. News items are limited to 200 words or less. News items to be included in the Bugle should be turned in to the Office no later than 12 noon Tuesday. Copies of the Bugle are placed in all mailboxes for residents in the Park and mailed free of charge to Stockholders not in residence. Non-stockholders desiring to receive the Bugle by mail in their absence from the Park may purchase a subscription at the current rates.

## **B. OCCUPANCY / LOTS AND LOOKS**

1. **MOBILE HOME OCCUPANCY** – The occupancy of all mobile homes shall be based on the following:
  - 24-foot or less – maximum 3 persons
  - 25-foot or over – maximum 4 persons
  - Units with 2 or more bedrooms - normal sleeping capacity of unit

Mobile home must have functioning indoor plumbing.

2. **PETS (Birds, Dogs and Cats)** – In pet sections only, as defined by Section 3.40 of the By-Laws, one pet only is permitted per residence. At no time are pets permitted in corporate buildings, on the beach, in the pool area, in the overnight parking area, or in the restricted sections other than roadways.

a.) All animals must be kept on an attended leash no longer than ~~15~~ 6 feet at all times when outside the mobile home

b.) Owners must pick up the excrement in a plastic bag. The bag must be sealed and placed in the proper receptacle at the owner’s home.

c.) Owner must provide a current and annual vaccination, immunization and veterinarian records for the animal.

d.) Owner must comply with all state, county and local ordinances and statutes related to the animal, including, but not limited to county license and tag requirements.

- e.) The animal shall not bark excessively. The Board of Directors in its sole discretion shall evaluate complaints.
- f.) The Animal is strictly prohibited from engaging in aggressive conduct, including, but not limited to, lunging, biting, nipping, and/or causing injury to any persons or other animals. Should the animal pose a health or safety risk to persons or animals, as determined by the Board of Directors in its sole discretion, it must be removed immediately.
- g.) The animal may not create odor, insect or sanitation problems.
- h.) The animal may not be left unattended when outside the unit and may not be tied, or tethered to any objects outside. The animal is not permitted on a porch unattended.
- i.) Should the animal become a nuisance to others, the owner will be asked to remove the animal from the premises and may be prohibited from bringing the animal back.
- j.) Owner is solely responsible for any and all damage caused by animal, whether to person or property. The cost of repairing any damages will be the owner's responsibility.
- k.) Owner is asked to be courteous with others when outside the unit with animal, especially to those who may have allergies or phobias.

A resident who has a medical need for an animal, as defined under the Florida and Federal Fair Housing and Disability Laws Acts, in the pet restricted portions of the community, must present applicable documentation to the office showing that such need is appropriate and in compliance with those laws.

**3. SERVICE AND/ OR EMOTIONAL SUPPORT ANIMALS Are Permitted in the Pet Restricted Areas of the Community Upon Demonstrating a Disability related need.**

Briny Breezes, Inc. Complies with the Federal and Florida Fair Housing Acts, and will permit reasonable accommodations in the pet restricted portions of the community upon proper documentation submitted to the Association to support the request. All approved emotional support/service animal Owners are required to comply with these reasonable rules and regulations. A violation of these rules and regulations may result in the Corporation's withdrawal of the approval of the emotional support/service animal and other remedies permitted under the law. Unapproved animals are not permitted on the property.

- a.) Owner requiring service/emotional support animal must provide proper documentation supporting the need for an animal.
- b.)
- c.) Owner must provide a current and annual vaccination, immunization and veterinarian records for the emotional support/service animal
- d.) Owner must comply with all state, county and local ordinances and statutes related to the animal, including, but not limited to county license and tag requirements.
- e.) The service/emotional support animal must be walked on a leash no longer than 6 feet, carried or strollered at all times when outside the unit and must be under the Owner's control. The animal is not permitted to roam or wander.
- f.) Owners must pick up the excrement in a plastic bag. The bag must be sealed and placed in the proper receptacle at the owner's home.
- g.) The service/emotional support animal shall not bark excessively. The Board of Directors in its sole discretion shall evaluate complaints.
- h.) The Animal is strictly prohibited from engaging in aggressive conduct, including, but not limited to, lunging, biting, nipping, and/or causing injury to any persons or other animals. Should the service/emotional support animal pose a health or safety risk to persons or animals, as determined by the Board of Directors in its sole discretion, it must be removed immediately.
- i.) The service/emotional support animal may not create odor, insect or sanitation problems.
- j.) The service/emotional support animal may not be left unattended when outside the unit and may not be tied, or tethered to any objects outside. The animal is not permitted on a porch unattended.

- k.) The animal is permitted anywhere the handler is permitted except in the kitchen of the community/auditorium or club house or in the pool.
- l.) Should the service/emotional support become a nuisance to others, the owner will be asked to remove the animal from the premises and may be prohibited from bringing the animal back.
- m.) Should the disabled individual no longer reside on or occupy the property the service/emotional support animal must immediately be removed.
- n.) Owner is solely responsible for any and all damage caused by the service/emotional support animal, whether to person or property. The cost of repairing any damages will be the owner's responsibility.
- o.) Owner must be considerate to others when in tight areas like the mailroom.
- p.) Owner is asked to be courteous with others when outside the unit with the service/emotional support animal, especially to those who may have allergies or phobias.
- q.) If the animal is brought into a corporate building, the animal must be prevented from causing a nuisance to others and/or causing an unsafe environment for any person who is enjoying the amenities of that facility.

**Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Further, in the event that any of the above rules are violated, the Corporation may initiate any and all legal proceedings against the Owner seeking the removal of the animal/or any other remedy available to the Corporation, including the imposition of fines. The Corporation is entitled to recover its prevailing party attorney's fees and costs in accordance with governing law and the governing documents.**

- 4. **ANCHORING TRAILER** – Mobile homes in Districts I through IV must be anchored by approved hurricane anchors.
- 5. **DIRECT BROADCAST SATELLITE DISHES & AERIALS** – Satellite dishes must be less than one meter in diameter. The office must be notified prior to installation of a satellite dish on any unit. The dish is to be located on the mobile home where a quality signal can be received. If the unit will not support installation of a dish, the manager can grant permission for alternate installation. The dish must be kept as low as possible to the roof level of the unit and wires to the unit must be kept elevated along the roof line. The Corporation accepts no responsibility with regard to privately-owned satellite dishes. Private aerials or antennas must comply with FTC rules and regulations. Masts over 12 feet above roof line may be subject to local permitting requirements.
- 6. **IMPROVEMENTS** – Current rules pertaining to improvements are included in these Rules in Appendix II. Building permit applications are available at the office, must be submitted to the office for approval before any improvement is made. No work shall be started until application is approved by the Architectural Review Committee and a building permit issued from the Town of Briny Breezes is received. The office handles all transactions. All improvements must conform to applicable codes.

The permit must be posted on the street-side exterior of the unit before any work is started. Fines may be imposed for any violation of permit regulations, including construction without a permit or that violating corporate permit rules.

- a) Air Conditioners: Shall be installed to create the least nuisance to the neighbors (subject to regulation #9 of Appendix II.
- b) No new automobile shelter shall be erected.
- c) Nothing which tends to block the view or restrict the free flow of air and light shall be erected or placed. By way of example, but not an exclusive list, fences, gates, outdoor grills, shrubbery or other features.
- d) Landscaping on individual stockholder's assigned lots is the financial responsibility of each stockholder. This includes planting of shrubs, trees, flowers and lawns and the cost of removal of such items and includes tree trimming beyond the capability of normal ground level trimming. Management has the authority to remove or trim any trees or other plantings that may eventually

reach a size or height that blocks the view or restricts the free circulation of light and air or passage. All shrubbery on streets must be kept trimmed back to a minimum of six (6) inches from the pavement. No trees or shrubs are allowed to be touching adjacent units. Any trimming or removal required to be accomplished by Park personnel will be charged to that individual stockholder. No trees are to be planted or removed without Board approval.

- e) Management has the authority to remove and replace any mobile home, awning, cabana, tree or other obstacle when it interferes with placement or removal of a mobile home or with park work either regular or emergency.
  - f) No mechanical work is permitted to be done on boats, cars, motor homes, travel trailers, etc. between Quonsets.
  - g) No spray painting of mobile homes or travel trailers is permitted.
  - h) Improvements, repairs, cleaning and general maintenance or construction work that results in noise audible beyond one's own lot is only permitted between the hours of 8:00 a.m. and 5:00 p.m., inside or outside the unit.
7. **WATERING** – Watering of lawns and shrubs and other water usage is regulated by local government authorities and any special restrictions imposed must be complied with. Any connected type of irrigation or watering system must have a timer and a rain sensor installed. The system and timer must be set to comply with South Florida Water Management District restrictions. The stockholder must have a person registered with the Office to oversee the system if the unit is unoccupied. Non-compliance with this rule will result in the water being turned off.
8. **FIRE PREVENTION & STORAGE OF MISCELLANEOUS ITEMS** – The lot and space around all mobile homes must be kept free of litter, rubbish and flammable material. No toxic or hazardous materials shall be stored or left under mobile homes. Rubbish fires are prohibited. No open flames are permitted, with the exception of propane-operated devices.
9. **CONDITION OF LOTS** – All lots and mobile homes must be kept in acceptable and safe condition. In case of neglect of lessee to maintain his lot and mobile home in acceptable condition, the management, after due notice in accordance with the Violation and Fining Procedure in Appendix I, may put lot and mobile home in acceptable condition, charging expense of such to lessee.
- Units must be free from mold, mildew, and algae.
  - Units must have no peeling or chipping paint.
  - Units must have no rusty nails, screws, or fasteners.
  - Units must have no machinery, tools, or supplies visible around exterior of units except during the time they are being used at that unit.
  - Units must have no ripped and dangling screens; broken, loose glass; or awnings, shutters, or gutters improperly attached to unit.
10. **STORM SHUTTERS** – Storm shutters shall be constructed of/suitable materials (no pressed board) and shall be maintained in good condition. For appearance purposes, owners are encouraged to have awnings opened up during the winter season (December 1 through March 31) whether in residence or not.

The use of plywood storm shutters may be approved on a case-by-case basis. Storm shutters must be constructed of 5/8" plywood painted white, and appropriately installed, and all appropriate paperwork must be submitted.

11. **PATIOS** – No washers, dryers, refrigerators, freezers, kitchen stoves, fire pits (except propane-operated), or hot tubs may be placed on either enclosed or unenclosed patios.
12. **SOLICITING AND/OR SIGNS** –
- a) NO signs are permitted in the park or upon any lot including but not limited to FOR SALE or FOR RENT signs. Signs may not be posted.

- i. On or about any lot, or on about or within any mobile home if the sign may be seen from the outside.
  - ii. On or about any motor vehicle if the sign is visible from the outside (bumper stickers and manufacturer installed vehicle badges, and license plate frames are not considered signs for the purpose of this rule.
  - iii. The foregoing does not apply to the Association or to Association-sponsored events i.e. Briny Breezes Charity Bazaar, Approved Club shows and sales, Briny Breezes Church.
- b) There is no soliciting from any business or organization to stockholders on Briny property. Stockholders and guests who hold a business license valid in the State of Florida may not invite or do business with clients on Briny property. Legal businesses may have a home office as long as business is conducted within the enclosed unit; however, under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use. Sales activities are prohibited in the Park, including, but not limited to, "garage sale" type activities, bake sales, door-to-door solicitation, or any other type of solicitation, for any purpose. The foregoing does not apply to the Association or to Association-sponsored events i.e. Briny Breezes Charity Bazaar, Approved Club shows and sales, Briny Breezes Church or candidates soliciting votes who are running for seats on the Briny Breezes Board or Briny Breezes Town Council.

The Briny Breezes name and logo are trademarked. Any use of the name or logo requires approval by the Board of Directors.

13. **GARBAGE & RUBBISH** – Place only toilet tissue in toilets; no grease or other insoluble materials in toilets or sewer lines. Garbage is to be placed in plastic garbage bags and placed at the curb on collection days. Foliage, cuttings and other garbage is picked up by Briny employees. Trimmings and garbage are not to be placed in the roadway. Residents are encouraged to use blue recycling bins throughout the Park for recyclable rubbish. Recyclable paper and aluminum only are picked up weekly at each unit by Boating & Fishing Club volunteers.

No appliances or other large household items are to be left outside for pickup unless arrangement is made in advance. If disposal of appliances is requested to be done by Briny employees, a charge may be imposed.

## C. SALES AND RENTALS

### 1. SALES – STOCK SHARES (LOT LEASES) – MOBILE HOMES

It is the intent of the stockholders of Briny Breezes, Inc. to permit only single family membership. Each residence shall be used only as a single family residence.

#### a. Sales

- i. To insure an orderly transfer, we require that all stock shares and mobile home sales to be processed through the Corporation Office.
- ii. There will be a transfer fee charged at current rates on all stock share sales. Fee must be paid prior to occupancy. Occupancy will be permitted when all fees are paid.
- iii. Each purchaser applying for membership in the Corporation agrees to allow and pay for criminal and financial background checks as permitted by law. Two letters of recommendation (preferably from Briny Breezes residents) must be received with the

application. All new stockholders and all new residents shall attend a meeting with the Orientation Committee.

- iv. Each purchaser applying for membership in the corporation will have the property/unit inspected by a Florida licensed (home) inspector in part to determine if the property/unit is in compliance with the Requirements set forth in these Briny Rules Section B, #'s 3. Anchoring Trailers; 7. Fire Prevention & Storage of Miscellaneous Items; 8. Condition of Lots; 9. Shutters; and any relevant Town codes. Further, if the inspection reveals health or welfare deficiencies, a plan of action with a timeline must be submitted prior to approval.

b. **Lots** – See By-laws section 3.70 for restrictions on ownership of more than one lot.

c. **Mobile Homes**

- i. No used mobile homes may be moved to and placed on any lots in Briny without full approval of the Board. For procedures on replacing a mobile home, see Appendix II.
- ii. All mobile homes must have skirting properly attached around the entire exterior. Wood or canvas is not allowed.
- iii. All new or replacement washers and dryers are to be placed inside mobile homes.
- iv. All new mobile homes shall be white in color and when any mobile home is repainted or resided, it shall be white.
- v. An Administrative/Application fee at current rates must be paid to the Corporation by the unit owner.

## 2. RENTALS

**Application Process** – The following information must be received at least 30 days prior to occupancy so there is adequate time to review and approve applications. If a renter arrives in Briny Breezes and the Corporation has not received the following items, there will be a penalty to the Owner in accordance with the Violation and Fining Process in Appendix I.

- a) Renters cannot reside in that unit as resident guests within 30 days prior to the start date of their lease.
- b) Owners Application to Rent completed by the owner (current application – copies from previous years will NOT be accepted).
- c) Rental Application completed by the renter – this should be returned to owner and submitted with the rental package (current application – copies from previous years will NOT be accepted).
- d) Administration Fee at current rates payable to Briny Breezes, Inc.
- e) Copy of the signed lease agreement including dates (a minimum of two months – maximum nine months; no rentals July - September). Lease/Rental agreement must prohibit the tenant from subleasing and must include the clause “Repeated violation of the Rules of Briny Breezes Inc. is considered a breach of contract and may be cause for termination thereof.” Violation by Landlord may also be referred to the Board of Directors for action.
- f) Recommended Furnishings and Health/Safety Checklist for Rental Units signed by Owner.
- g) First-time renter(s) or those who have not resided in Briny Breezes in the past two years must pay for Briny Breezes Inc. criminal background check(s) and meet established criteria prior to application approval.

### Procedures

- a) Lots and mobile homes for rent must comply with Rules Section B – Occupancy / Lots and Looks and Rules Section C – Sales and Rentals.
- b) Park services may be withheld from tenants until all documents and procedures are satisfied.

## 3. MEMBERSHIP AND OCCUPANCY APPLICATIONS

Applications must be completed, approved and on file prior to the transfer of any stock certificate or occupancy in the park for the following:

- a) Prospective owner of any stock certificate.
- b) Lessee of lot for travel trailer (District V).

- c) Renter of a unit.
- d) Resident guests (See Rule A.1).

## **D. VEHICLES AND PARKING**

### **1. VEHICLES AND SPEED LIMIT WITHIN PARK**

The speed limit is 10 mph on all corporate roads. The term "vehicle" may be automobile, sport utility vehicle (SUV), golf cart, pickup truck or van if used solely for personal transportation. Other trucks and boats, boat trailers, luggage trailers and motor homes are not permitted on lot space or in the streets or parking areas, but may be stored in the Quonset buildings or in the outside lots to the extent of available space.

**GOLF CARTS** – Golf carts as used herein includes carts and low speed vehicles (street legal) regardless of power source. The rules below apply to all golf carts operated in Briny whether by stockholder, renter or guest, owned or rented.

- a) A golf cart driver must be at least 16 years of age and be licensed drivers.
- b) Golf carts must be equipped with headlight(s), rear reflectors and a horn.
- c) Golf cart users must register each golf cart, provide proof of liability insurance, and have a Briny decal visible on the left front side of the golf cart, preferably on the windshield. Decal must be renewed each year in October or upon arrival in the Park after confirming with office that liability insurance is in force.
- d) Golf carts may be parked on common areas intermittently (defined as four hours or less) or when attending a Briny function. Golf carts cannot be parked on common areas overnight. There must be room to park a golf cart on the user's lot.
- e) Golf carts must cross State Road A1A at and with the stoplight only.
- f) All Golf cart drivers are to follow the general rules of the road:
  - i. follow one-way street signs
  - ii. adhere to speed limit
  - iii. Use arm turn signals to turn
- g) Golf carts used to do maintenance work around the park are referred to as "Utility Carts."
  - i. Utility carts must follow the same rules as set forth for regular golf carts.
  - ii. All utility carts must be removed from mobile home lots. If a utility cart is parked on a mobile home lot or in a storage Quonset or lot, work items and ladders must be removed. The regular storage fees will be charged for utility carts parked in a Quonset or storage lot.

### **BICYCLES AND OTHER NON-POWERED VEHICLES**

No bicycling, rollerblading or roller skating is permitted on any sidewalk in the Park, including the crosswalks leading to the bath houses. No rollerblading or roller skating is permitted on the Ocean Clubhouse sidewalk adjacent to the ocean wall, however, golf carts and bicycles are permitted. No skateboarding is permitted in the park.

### **2. PARKING**

- a) No cars are to be parked on patios or sidewalks or driven across lots. Automobiles or other vehicles shall park only in designated parking areas and spaces.
- b) Residents are provided parking space for one vehicle and the vehicle must be parked in the owner's driveway or designated parking spot only. If the unit has the extra parking space, one additional vehicle may be parked, but the additional vehicle must have a current Briny parking sticker and be approved in advance in writing by a Director from the District where the vehicle is to be parked. Parked vehicles may not extend out of parking space into the roadway or onto the sidewalk. Permission to park in the space of another owner overnight must be granted in writing and on a form furnished by and placed on file with the Office.
- c) Parking on Dock Drive is designated for lessees of Yacht Basin dock spaces and their guests. One parking space on the west end of Dock Drive shall be designated for the vehicles of those using the fish cleaning facility.

- d) Residents must have parking decal placed on lower corner of rear window of vehicle. Guests, regardless of length of stay, must have temporary parking permit displayed in a manner with dates visible to the road.
- e) All renters must obtain a new parking decal yearly for their one vehicle.
- f) Travel trailers and motor homes (RVs) can only be parked in car parking spaces adjacent to their homes for the purpose of loading and unloading. Parking is limited to 24 hours only. RVs cannot be left in these spaces on Sundays or holidays. Parking of an unoccupied RV is permitted between Quonset I & II and II & III for not more than 24 hours.

### 3. **OVERNIGHT RV PARKING (Bull Pen)**

Briny Breezes Inc. maintains four parallel spaces on the North side of Cordova (the Bull Pen) for the overnight parking of RVs of guests and residents. Sewer, water and electric connections are available. The following rules apply to overnight parking:

- a) RV parking is for guests or residents of Briny only.
- b) The current rate schedule will apply for stockholders and non-stockholders.
- c) Maximum stay is 14 days, however, at the conclusion of 14 days, an extension may be requested through the Office, not to exceed a total stay of 30 days.
- d) An RV must have a flush toilet.
- e) No pets are allowed.
- f) The sleeping capacity of the RV is not to be exceeded.
- g) Canvas-sided RVs or truck campers are not permitted.

### 4. **TEMPORARY/SHORT TERM PARKING**

There are two types of parking placards, each of a different color.

- a) Each mobile home receives one laminated Seasonal Parking placard, valid October thru May and one Seasonal Parking placard valid June thru September. Seasonal placards are not valid for overnight parking in guest parking spaces.
- b) A fee at current rates will be charged for any lost, misplaced, etc. Seasonal Parking Placard. No unit may possess more than one Seasonal Placard.
- c) A temporary guest parking placard good for not longer than two weeks will be issued by the Office when requested upon registration of your guest. Registration dates of guest and placard must match.
- d) No vehicle may park overnight in a guest parking space without a DATED guest parking placard (not to be confused with the seasonal parking placard, which does not allow for overnight parking).

## **E. MARINA AND WATERCRAFT**

### 1. **SEAWALLS/BULKHEADS and GENERAL**

Davits (defined as mechanisms to raise and lower boats or other loads to/from the water) are prohibited.

There shall be no attachments of any kind to, nor any weight-bearing load placed on seawalls with the exception of boards attached to either or both sides of the seawalls solely to support-decks or docks. Such attachments for docks and decks are expressly permitted. All pilings or piers used to support a dock must be installed so that the inner portion of the pier/piling is no closer than 3 feet from the seawall.

### 2. **DISTRICT 4 CANALS**

- a) No vessels shall be docked in Briny Breezes without approval of the General Manager.
- b) No docks are to be more than five feet into the canal nor longer than 20 feet.

- c) There can be no floating docks or boat lifts or davits.
- d) Watercraft docked in District 4 can be no wider than 11-foot beam nor have an overall length greater than 80% of lot frontage. Boats docked and registered as of 3/13/13 are exempt from this rule. Any replacements must conform to the rule.
- e) No watercraft shall tie to a dock owned by a stockholder unless said craft is owned and insured by that resident stockholder or his child(ren). However, the craft of a resident or non-resident guest is limited to a two-week stay per six-month season and must register at the Briny office upon arrival to show proof of insurance and registration. Thereafter a per-day charge will be assessed at current rates, payable to the Corporation.
- f) All watercraft must carry Boat Owners Insurance and the policy must name Briny Breezes Inc. as additional named insured. Proof of insurance and registration must be supplied to the Office on an annual basis.
- g) Keep noise to a minimum at all times, especially before 8:00 am and after 8:00 pm. Motor warm up or adjustments is limited to 5 minutes. Major motor repairs are not permitted. Vessels without mufflers on motor not permitted.
- h) Pets are allowed on boats in District 4.
- i) Living or overnight sleeping aboard is not permitted on Briny property.
- j) No craft fueling or handling of any fuel is allowed on Briny Breezes property.
- k) No commercial watercraft may be docked on Briny Breezes property.

3. **MARINA / YACHT BASIN RULES** – Current Marina / Yacht Basin Rules are contained in the following Addendum.

**MARINA RULES AS SPECIFIED IN THE ADDENDUM TO THE SLIP LEASE AGREEMENT**

Welcome to the Marina of Briny Breezes. Our yacht basin is different from most; it is clean, quiet and secure. This is our home, you are our guest and every effort will be made to make your stay pleasant and enjoyable. You can help us to do this by observing the Marina regulations contained in the Briny Rules and Regulations and those adopted by the Briny Breezes Board of Directors

- 1. No vessels shall be docked at the yacht basin without approval of the harbormaster, one of his assistants, or the manager, and without a completed slip lease agreement signed by the owner of the vessel.
- 2. No pets will be permitted, except for stockholders.
- 3. In the event of leaving the basin for overnight or longer, it is recommended, for your benefit, that you file a float plan. Notifying the harbormaster or Briny Breezes Office of your intent will alert us to not be concerned by your absence.
- 4. Keep noise to a minimum at all times, especially before 8:00 am and after 8:00 pm. Motor warm up or adjustments is limited to 5 minutes.
- 5. Trash cans are located at convenient places; use them.
- 6. Do not store any supplies, equipment or debris on the walkway, catwalks or lawn.
- 7. Any dock box installed or replacement requires permission of the harbormaster. No new dock boxes exceeding 4' x 2'6" x 2' in size will be permitted. Dock boxes must be white. The installation of dock boxes is to be done only by the Corporation for a one-time charge of \$50.00 payable in advance by the lessor of the slip. Dock boxes are not permitted on the south side of the Marina along Bay Drive.
- 8. Slip rentals to **non-residents** of Briny Breezes include the following privileges:
  - a. A key to bathhouse in District 5.
  - b. Parking in a designated spot with Yacht Basin parking permit.
  - c. Use of the fish cleaning station.

USE OF POOL, BEACH, AND ICE MAKERS IS NOT PERMITTED.

9. Living or sleeping aboard is not permitted.
10. In order to receive the Stockholders price rate, the Boat and Title Insurance must be in only the Stockholders name.
11. Use auto-parking spaces only when using vessels. Marina identification cards MUST be displayed (these cards are issued at time of lease payment). Guests of vessel owners must display a guest card in a visible location (on dashboard) designating slip number of their host. If proper identification is not displayed, vehicle may be towed away or ticketed by the Police Department. No trucks, other than pick-ups, are permitted in the Yacht basin parking spaces. Proof of vessel ownership in form of Certificate of Title must be presented upon request.
12. Vessels may not be moved to another slip without approval of the Dock master.
13. Briny Breezes, Inc. reserves the rights to assign or reassign at any time to best accommodate the various vessels berthed in the basin. Briny Breezes, Inc. is not responsible for accidents.
14. The rental of the Yacht Basin slips is on a first come, first served basis, except for resident stockholders who shall have priority over others. Slips will be rented for minimum of six (6) months (12 months for stockholders) – full payment in advance. No refunds will be granted unless the vacated slip is re-rented by Briny Breezes, Inc. At that time a refund will be pro-rated according to the start date of the new Lease Agreement. In the event of a change of ownership of a vessel, the seller may not reassign the slip to a new owner, without the prior written consent of the Lessor. (No sub-leases.)
15. No commercial vessels may be docked in the basin.
16. The Briny Breezes Board of Directors determines yacht basin rates.
17. Major motor repairs are not permitted. Vessels without mufflers on motor not permitted.
18. Sailboat owners must secure halyards so that they will not slap against the mast.
19. FOR SALE signs etc., are not permitted in the Briny Breezes Marina.
20. Replacement of mooring weights with cinder blocks is banned. Loss into Marina bottom due to breakage or corrosion of fitting etc. presents a hazard to propeller and to dredging operations. PVC tubing filled with cement and using SS or galvanizes chain is recommended. It is the lessee's responsibility to retrieve any and all lost items from the Marina bottom.
21. No fueling or handling of any fuel is allowed in the Briny Breezes Yacht Basin.
22. No alterations, additions or deletions to the slip hardware/fixtures are permitted without the expressed permission of the harbormaster in collaboration with the General Manager.
23. NO WAKE = minimum headway speed to maintain control of vessel.

#### **F. COMMUNITY LIVING / COMMON PROPERTY**

1. **COMPLAINTS / VIOLATIONS** – Report in writing any complaints or violations of the Corporation rules and regulations to the Office. The complainant's name shall be kept in strict confidence. Violations of these Rules or any corporate document (e.g., proprietary lease, by-laws) will be subject to fines as described in the Violation and Fining Process in Appendix I.

2. **PARK MAINTENANCE** – When a maintenance problem is encountered (leaky outside faucet, broken water or sewer pipes, etc.) report it to the office. No direct orders to, or requests of, Park maintenance employees are permitted. Work orders are issued by the Office only at the discretion of the Manager.

Work requests involving maintenance that is the owner's responsibility will be billed to the owner based on time spent and materials used and will be done only with written agreement in advance by the owner to pay said billing.

3. **SMOKING** – No smoking or vaping is permitted in any corporate buildings, in the pool, pool area, or cabana, or on the Ocean Clubhouse deck.
4. **STORAGE FACILITIES** – Briny Breezes, Inc. is not responsible for any losses or damage due to fire, theft, wind or from any other cause to any vehicle, boat, trailer or other articles of any description while in storage in Corporate Buildings or Facilities.
  - a) **WAREHOUSE INSIDE STORAGE** – Limited warehouse inside storage space is available on a rental basis for trailer, car, boat, motor homes, etc. Annual pre-payment rentals will be given preference with the first right of renewal. All others will be handled on a first-come, first-served basis and must report to the Office when leaving and returning to Briny for the season. All units in storage must display an identification decal issued by the Office. Owners of stored vehicles will incur a minimum repair charge at current rates if a battery is dead or tire is flat when taking out of storage.
  - b) **OUTSIDE STORAGE** – (North & South Lots) – These storage facilities are for the use of Briny residents or their guests only on a rental basis. The facilities are for storage of: cars, RVs, boats, boat trailers, etc. Identification decals will be supplied by the Office and must be affixed to the outside of the stored item. Annual pre-payment rentals will be given preference with the first right of renewal. All others will be handled on a first-come, first-served basis and must report to the Office when leaving and returning to Briny for the season.
  - c) Only the following approved items may be stored in each space: golf cart, boat/trailer, travel trailer, motor home, utility truck, car, motorcycle, bicycle, camper van, or cargo storage trailer. Note: Commercial type containers and commercial trucks are not approved.
  - d) All approved storage items will be mobile and operative. Unregistered and uninsured motor vehicles are prohibited.
  - e) Comprehensive vehicle insurance must be current on the vehicle stored and proof of insurance provided to the Corporation annually.
  - f) No small items may be stored on the side, top or under my approved storage item.
  - g) No hazardous material may be stored on this space, e.g. propane, gasoline, paint, fertilizer or chemicals of any kind that is toxic or explosive.
  - h) The space must be clean and tidy and free of any loose items.
  - i) The space cannot be shared with another person.
  - j) The storage area may not be used as a depository for junk or items in poor condition.
  - k) Only a stockholder may occupy a space. No stockholder may occupy more than one space.
  - l) Empty boat trailers used by our Yacht Basin members may be stored collectively in the South Lot

only during the “season” in a designated area, space permitting, and may be stored in “piggyback fashion” with other trailers. There will be no charge for the storage.

5. **KITCHEN FACILITIES** – In all corporation-owned buildings with kitchen facilities, food preparation involving heat, excepting coffee and tea, is limited to the warming of food cooked elsewhere. No cooking is permitted. Exception to this rule is made for the auditorium kitchen only when food is to be prepared for Board-sanctioned parties. However, in no event shall grilling, frying or deep fat frying be permitted inside the building.
6. **REMOVAL OF PARK EQUIPMENT** – No Park furniture or equipment is to be removed from buildings or other locations without permission of the Manager.
7. **OCEAN CLUBHOUSE RULES**
  - a) Reservations are required for all parties of 20 or more persons desiring to use the Ocean Clubhouse. Reservations shall include the time of arrival for setting up, the time of the party and the time of departure. The restrictions on use contained in Rule A2 (Social and Recreational Privileges) must be followed. The person making a reservation shall be responsible for the actions of his group. Reservations will be made in the Office during regular Office hours.
  - b) Use of entire Ocean Clubhouse shall be permitted to parties of over 100 persons. If less than 100 persons, the smaller room may be reserved for another party. The Corporation reserves the right to allow another party to use the smaller room.
  - c) All decorations shall be free-standing. Nothing shall be taped, tacked or posted on walls, windows, fans, ceilings, etc.
  - d) Do not open windows or leave doors open during use of Clubhouse. Use fans or air conditioning when necessary.
  - e) Shirts and shoes will be required at all times in the Clubhouse, except for restrooms.
  - f) Bathers shall use the restrooms at the northeast corner of the building. Wet bathing suits will not be permitted in any other part of the building.
  - g) Suntan lotion will not be permitted in the building or on the deck, except in the restrooms.
  - h) Kitchen facilities shall be used only for warming previously prepared food for parties with reservations.
  - i) It is the responsibility of Clubhouse users to:
    - Empty refrigerator and freezer – No food shall be left in the kitchen or any part of the Clubhouse after the activities.
    - Bag all trash and garbage and tie closed.
    - Clean countertops and all tables.
    - Wash towels and hot pads and return to kitchen storage.
    - Sweep floor.
    - Turn off fans & lights; set air conditioning to “run” setting with fan on automatic.
    - Lock door.
  - j) Clubhouse must be vacated by 11:00 pm. If Clubhouse is not left in good condition, there shall be a cleaning fee assessed at current rates.
  - k) A list of rules will be supplied to each person reserving the Ocean Clubhouse.
8. **BEACH AREA** – Briny’s 600-foot beach is private property and is reserved for residents and their guests only. Pets are not permitted on the beach at any time. No life guard is on duty; swim at your own risk.

Fresh water showers are provided for rinsing sand and salt water off prior to leaving the beach. Beachgoers are to remove tar and sand before entering Clubhouse toilet facilities. Do not wash your pets under the beach showers.

Identification badges must be in your possession while at the beach or Ocean Clubhouse.

9. **SWIMMING POOL** – Use of the pool and pool area is restricted to Park residents and their guests only. Pets are not permitted in pool area at any time.

No life guard is on duty; swim at your own risk. These rules and rules as set forth by the State and County Boards of Health shall be observed when using the pool area.

- a) Pool hours are dawn to 10:00 p.m. The pool is reserved for exercise classes as posted at the pool.
- b) Everyone must have an identification badge in his or her possession.
- c) Wear proper bathing suits and shower before entering the pool.
- d) Persons using diapers may not enter the pool.
- e) Children under 12 years old must be accompanied by a supervising adult in the pool and pool area.
- f) Sunscreen only is permitted; no other oils or creams are permitted in the pool area. Cover chairs and lounges when using sunscreen.
- g) No fins, toys, or audible devices, etc. are permitted, except by class instructors. Only goggles and Coast-Guard-approved flotation devices are permitted.
- h) No diving or jumping into the pool.
- i) Only non-glass water bottles are permitted in pool area. No other food or drink of any kind is permitted.

**10. POOL CABANA RULES**

- a) Reservations can be made in the Office on a first-come, first-served basis. There is a two-hour maximum and 10 or more people are required for reserved use.
- b) All food and beverages must be kept in the Cabana area.
- c) If barbecue grill is used, do not leave lighted grill unattended. After use:
  - i. Clean racks with sponge and Teflon brush.
  - ii. Turn off valve under cooker.
  - iii. Replace protective cover.
- d) Turn off all lights and fans (switches on posts).
- e) Leave Cabana clean and orderly.
- f) Observe quiet time after 9:00 pm.

**11. LAUNDRY RULES**

- a) The laundry is for residents and guests only. Identification badges are required to be worn while utilizing the laundry facilities.
- b) Hours of operation: Daily 6:00 am to 9:00 pm. Closed on weekdays for cleaning as posted.
- c) Usage of up to two washers and two dryers is allowed per person. Do not overload machines.
- d) Do not leave clothes unattended in washer or dryer. If unattended, clothes may be removed to free up a machine for another user.
- e) If water spills on floor, please clean up.
- f) Only non-glass water bottles are permitted in laundry. No other food or drink of any kind is permitted.

**DRYING CLOTHES**

Hanging of clothes to dry outside is permitted at the Laundry Drying Yard. Line drying on Sundays is permitted only after 12:00 p.m.

**12. SHUFFLEBOARD**

- a) Courts are for the use of owners and renters of Briny Breezes Inc. Non-resident guests must be accompanied by their hosts.
- b) Court hours are 8:00 am - 10:00 pm.
- c) Children under 12 must be accompanied by an adult.
- d) No walking on the courts.
- e) Each court must be swept and the blocks waxed before playing.
- f) Last player on any court puts away the blocks and other equipment and turns out the lights.

- g) No one shall play in bare feet, open-toed shoes or topless apparel.
- h) Only non-glass water bottles are permitted at the courts. No other food or drink of any kind is permitted.

**13. EMERGENCY TELEPHONES**

Briny Breezes Inc. provides normal local access phones in the following buildings:

- a) Community Center
- b) BBC8
- c) Art League
- d) Auditorium
- e) Library

**G. Rule Change Log**

<u>Date</u>	<u>Rule(s) Amended</u>	<u>Reason for change</u>
4-13-16	Rule C.2 Procedures (a), (b), (f), (h) rescinded	Duplication with By-Law 7.80
9-9-16	Appendix I (substantial amendment)	Compliance with State Statutes
9-9-16	Appendix III (new Appendix to Rules)	Set Criteria for Letters of Inquiry
4-12-17	Rules A-1-4, 7	Revise Requirements for Renter, Guests, Residents
11-18-17	Rule A 3(c)	Hoses / Hurricane Prep
4-10-19	Rule A	
4-10-19	Rule B	
4-10-19	Rule C	
4-10-19	Rule D	
4-10-19	Rule E	
4-10-19	Rule F	
11-13-19	Rule B. Occupancy/Lots and Looks, 2.PETS	Added verbiage to mirror new section 3.
11-13-19	Rule B. Occupancy/Lots and Looks, 3. Service and/or Emotional Support Animals	Added Section 3.Service and/ or Emotional Support Animals
11-13-19	Appendix III	Subdivided III to III-A and III-B
11-13-19	Appendix III-A	Changed verbiage in 6.
11-13-19	Appendix III-B	Added this section for Record Request Policy & Procedures

## Appendix I

---

### Violation and Fining Process

Section 719.303(3), Florida Statutes provides that the Corporation may levy and impose reasonable fines for the failure of the unit owner or the unit's occupant, licensee, or invitee to comply with any provision of the Cooperative documents or reasonable rules of the Corporation; and

1. A volunteer Fining Committee shall be appointed by the Board and consist of nine (9) members with two (2) from each district plus one (1) member at large. The Committee members must be Unit Owners in the Cooperative but may not be Board members nor persons residing in a Board member's household. The Committee shall, amongst itself, elect a Chair and, if desired by the Committee, a Vice-Chair. The duties of this Committee are enumerated below.

2. The General Manager (GM) of the Corporation, in appropriate situations, may initially address violations through the issuance of a written "Notice of Violation". This should be sent certified return receipt requested. The GM may confer with the President, his/her designee and/or legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Cooperative Documents (which include the Articles of Incorporation, the Bylaws, the Rules and Regulations and the Proprietary Leases), as well as violations of any policies, resolutions or lawful orders of the Board of Directors, or applicable provisions of law; all of which shall be referred to in this Resolution as a violation of the Cooperative Documents. The GM (subject always to contrary direction by the President or the Board) is to determine which violations shall be initially addressed through a warning letter first sent, and which proceedings may be initiated without the provision of a prior warning through issuance of a Notice of Violation. It shall generally be the policy of the Corporation to issue prior warnings to first time offenders for minor violations. It shall generally be the policy of the Corporation that where a person sought to be fined has violated the Cooperative Documents in the past, or where the alleged violation is sufficiently serious, or where the violation cannot be remedied as determined by the GM e.g. late rental application the fining procedure may be initiated without a prior warning/opportunity to cure.

3. Assuming that the Notice of Violation does not result in the resolution of an alleged violation to the satisfaction of the GM, or in cases where no Notice of Violation is issued, the GM, on behalf of the Board, shall be empowered with the authority to initiate the fining process by placing on the agenda for a regular or specially scheduled meeting of the Board of Directors the consideration of levying a fine.

4. If at the meeting of the Board of Directors, a majority of the Board votes to levy a fine, the Unit(s) and person(s) against whom the fine is levied shall be delivered written notice of the Board's action levying the fine and further be notified of a hearing before the Committee where the fine shall be considered by the Committee for confirmation or rejection of the fine. The written notice, the "Notice of Hearing" shall be delivered by certified mail, return receipt requested, with an additional copy by regular mail. E-Mail copies may also be sent, but are not required. If the fine is confirmed by the Committee, the fine may be deemed imposed without further action of the Board of Directors.

5. The Committee shall be empowered with the authority to conduct fining hearings. The hearing will be conducted by the Chair of the Committee. At least a majority of the Committee Members are required for a quorum of the Committee. Actions of the Committee shall be by vote of a majority of the Committee Members present. At said hearings, the Committee shall be empowered with the authority to either confirm or reject the fine levied by the Board. The Unit Owner and, if applicable, the party against whom the fine is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Corporation. Members of the Board of Directors and/or the General Manager may be called to present evidence of violations, if applicable. Board members will not question or address the accused or witnesses nor otherwise participate in the conduct of the hearing. The Committee shall

send the Board a "Report of Compliance Committee" ("Report"). The Chair or Vice-Chair of the Committee shall be required to sign the Reports, which signature shall be presumed to represent the decision of the Committee.

6. Once the fine is imposed, the GM shall deliver a "Notice of Imposition of Fine." General compliance with this Rule shall be sufficient, it being intended to be used as a guideline to ensure fairness in the fining process. It is the intention of this Appendix I of the Rules and the stated procedures that persons sought to be fined are given a reasonable notice to be heard before the imposition of a fine. The GM, in consultation with the President or his/her designee, where appropriate, shall have the authority to disregard the provisions of this Rule in circumstances where the alleged behavior of a person constitutes a violation of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of the Cooperative, or in other circumstances where the Corporation believes such disregard is justified. Compliance with this Rule and the imposition of fines shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Cooperative Documents.

7. This Resolution amending Article I of Briny Breezes Rules was adopted at the Board of Directors' Meeting held September 9, 2016. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

## APPENDIX II – BRINY RULES

Briny Breezes, Florida

### BUILDING PERMIT APPLICATION

#### ADDENDUM #1

Approved 11-08-17

#### INTRODUCTION

Building Permit Applications that meet the Appendix II rules/regulations will initially be recommended for approval by the Briny Breezes Corporation, then submitted to the Town of Briny Breezes for final approval. Below, you will find some guidance on what is needed prior to commencement of your work. Briny Breezes, Inc. is a cooperative. Permissions you may have had “back home” could be very different. Please review and ask questions before rather than after. Note also that just because you may be doing the work yourself or with a friend does not mean you do not need approval and/or a permit. Building Permits can only be issued by the Town of Briny Breezes. The Building Permit Application form can be found on pages 3 and 4 of Appendix II.

#### CORPORATION - Approval Required before Permit is issued by the Town of Briny Breezes

##### Installation or Removal of (Plans Required):

- Mobile home
- Cabana
- Room additions
- Screen enclosures
- Structural changes to mobile home (removing existing structure to create new windows or door open and walls)
- Docks
- New awning installation
- Permanently-installed utility sheds and cabinets. ‘Ready To Assemble’ (RTA), free-standing sheds do not require a Town Permit but do require District Director written approval on location and tie-down.
- Decks, patios, porches, driveways
- Stairs
- Permanently-installed fences
- Accessible ramps
- Air conditioning units (required only if there is no pre-existing A/C unit or unit is relocated or existing unit is not currently in proper place)
- Solar panels and heating devices (installation or removal)
- New irrigation system. (Rain gauges required)

---

#### TOWN - Permits Issued by the Town of Briny Breezes

- Air Conditioning Units
- Anchoring/tie-downs.
- New mobile/modular home installation, demolition, leveling, pouring new foundation
- Re-leveling of an existing mobile/modular home and foundation repair
- Subflooring repair/replacement
- New electrical and plumbing work
- Water heater replacement - hard wired
- Installation and hook-up of electrical panels
- Re-roofing including roof-overs
- Shower pan replacement (2014 Florida Plumbing Code - Section 417.5.2). The stockholder must ask the Town Building Official for advice on any requirements for permitting before project begins
- Windows and doors where installation requires altering the existing window frame or cutting into mobile home structural frame or for the installation of “impact glass”/ hurricane resistant windows and doors.
- Siding - Complete
- Permanently-installed utility sheds and cabinets
- New awning installation
- Permanently-installed fences

**THIS IS NOT A COMPLETE LIST; IT REPRESENTS ONLY SOME OF THE MOST COMMON PROJECTS.  
PLEASE CHECK WITH TOWN BUILDING OFFICIAL**

## APPENDIX II – BRINY RULES

### Some Improvements NOT Requiring Permits

#### Landscaping:

- Low voltage garden/walkway lighting (plug in only)
- Pavers installed on sand and/or other pervious material-for decks, patios and porches. However, pavers for patios require ARC review and approval prior to project commencement.
- Existing deck repairs (non-structural)
- Tree removal **BUT** does require approval of Landscape Committee, a District Director and Briny Maintenance Manager - see Office for approval form

#### General Home Improvements and Repairs:

- Minor repair of existing plumbing
- Minor repair/replacement of existing lighting
- Low voltage lights (plug in only)
- Replacement of existing electric appliances and fixtures (Replacement of any gas appliance requires a permit)
  - Refrigerator/freezers
  - Ranges (electric)
  - Dishwashers
  - Built in microwave units
  - Washer/dryers
  - Disposals
  - Sinks
  - Toilets
  - Ceiling fans
  - Exhaust fans
- Replacing floor covering (Carpet, Tile, Vinyl, Laminate, etc.) inside home
- Interior finishes
- Gutters
- Skirting
- Window (replacement) - if new window(s) dimensions are the same as the dimensions of existing window(s) and the window(s) is a "like replacement" and not an "impact resistant" window. Documentation of window type may be required by the Corporation or Town.
- Door (replacement) - if like replacement - i.e. door with no alteration of door frame.
- Skylight dome / fixture replacement for existing skylight with no alteration of roof frame.

**APPENDIX II – BRINY RULES**

**Briny Breezes, Inc.**  
 561-276-7405  
 BrinyBreezes.US  
 BrinyAssistant@gmail.com



**CORPORATION**  
 Application fee: \$30.00

Paid: \_\_\_\_\_  
 By: \_\_\_\_\_

**Briny Breezes, Florida**  
**BUILDING PERMIT APPLICATION**  
 November 8, 2017

Permit No: \_\_\_\_\_ Date: \_\_\_\_\_ District: \_\_\_\_\_ Lot & Street: \_\_\_\_\_ Year of Unit \_\_\_\_\_  
 (Town will enter Permit number and Date)  
 Expires: 6 Months from date of Permit Flood Zone: \_\_\_\_\_ Zoning Approval Required: \_\_\_\_\_ (Town will enter yes or no)

Owner's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner's Alternate Address: \_\_\_\_\_ FL  
 Tax ID #: 09-43-45-3440- \_\_\_\_\_ - \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

General Description of Work (*attach plans and specifications as required*):

\_\_\_\_\_

*Cost for additions will be evaluated against the county's assessed value for calculation of substantial improvements.*

Estimated Cost/Project: \_\_\_\_\_ Town Permit Fee: \_\_\_\_\_ Paid Cash: \_\_\_\_\_ Check No: \_\_\_\_\_

Company / Contractor Name (as on Business License):

Company / Contractor Address:

Company / Contractor Phone:

Company / Contractor E-Mail: \_\_\_\_\_

State Certification or Registration Number: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Application is hereby made to obtain a permit to do the work and installation as indicated above.

In consideration of the granting of this permit, the undersigned, the owner and builder agree that no work or installation has commenced prior to issuance of this permit and agree to construct this building/project in full compliance with the state building codes, ordinances, and regulations of the Town of Briny Breezes, Florida, the rules of Briny Breezes, Inc. and all provisions of the laws of the State of Florida, whether herein specified or not.

I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

Signed in my presence on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ Print Name/ID: \_\_\_\_\_

Signed: \_\_\_\_\_ Notary Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Notary Name: \_\_\_\_\_

**\*\*\*I HAVE BEEN ADVISED TO HIRE LICENSED CONTRACTOR** \_\_\_\_\_

## APPENDIX II – BRINY RULES

Permission is hereby granted for construction in accordance with above application, and in compliance with the Florida building, electrical, and plumbing codes and all applicable ordinances of the Town of Briny Breezes and the rules of Briny Breezes, Inc. (Corporation). Except where otherwise specified, Building Permit endorsement by the Corporation requires the signature from one Director from the District where the work is to be performed and the Chair of the Architectural Review Committee (ARC). Some permits such as for new units require ARC and Board approval. Out-of-Town Director & ARC Chair approval by email is sufficient in lieu of signature. A copy of this permit, approved plans and specifications must be kept at project site during progress of work. Permits may be required by other licensing agencies.

**WARNING TO OWNER: ANY PROJECT \$2,500 OR MORE NEEDS A NOTICE OF COMMENCEMENT. YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY.**

Briny Breezes Corp Approvals: Sign & Print Name, Enter District # (1,2,3 or 4 or C for Common Areas / Buildings)

Director: \_\_\_\_\_ District \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

ARC, Chair \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Town of Briny Breezes Building Official Signature \_\_\_\_\_ Date \_\_\_\_\_

**24 Hour Notice for Inspections Town Hall Hours Tuesday, Thursday, Friday 9:00am – 12:00 pm**

**Town Hall (561) 272-5495 BrinyTownClerk@yahoo.com**

**Non-Emergency Commercial Work may be conducted only Monday through Saturday  
between the hours of 8:00 am - 5:00 pm**

**CONDITIONS OF APPROVAL** - In approving this application, the following shall apply:

1. Permit applications will not be forwarded to the Town for processing until the application has been approved by a current Director from the District where the work will be performed and approved by the current or acting Chairman of the Architectural Review Committee (ARC) and, in the case of installation of new mobile homes or recommending/granting variances to the attached rules and regulations, the Briny Breezes Board of Directors.
2. Briny Breezes, Inc. shall not be liable for any fines or penalties imposed due to the applicant's failure to comply with the Town of Briny Breezes regulation, State Motor Vehicle regulations and the Florida Laws/Statutes and Florida or Palm Beach County Building, Health or Fire Codes.
3. Briny Breezes, Inc. and the Town of Briny Breezes assume no responsibility for the fulfillment of any contract or the quality of any product or work requested in this application.
4. Briny Breezes, Inc. shall have the right to remove or relocate anything covered in this application at the owner's expense if installation violates any existing rules or codes or if it is not maintained in a manner considered acceptable by the Architectural Review Committee and /or the Board of Directors.
5. Applicant shall be responsible for all costs involved in removing, relocating or repairing any structures or units covered in this application in order to conform to any existing codes or rules, or that may be enacted in the future by any agency, including but not limited to the State and County Health Departments.
6. Applicant shall assume all responsibility and costs related to any damage resulting from the placement or removal of units or structures covered in this application now or at any future date, and further holds harmless, Briny Breezes, Inc. and the Town of Briny Breezes.
7. Applicant shall notify Briny Breezes, Inc. when a new mobile home / unit arrives, at which time it shall be inspected, and again after it has been placed on lot and under no circumstances shall it be anchored or connected to any utility until such location has been approved by Briny Breezes, Inc. and inspected by the Town of Briny Breezes.
8. Stockholder shall approve installations and/or improvements, requested on this application and assumes any and all responsibilities of the applicant in the event the applicant fails to assume them.
9. All certifications of anchors less than 48 inches in length and having a single disc of less than 6 inches in diameter will be invalid. These anchors were not tested under Amended Rule 15C-1.010, F.A.C., which requires tests to be performed under the supervision of state personnel. CANCELLATIONS OF ANCHOR CERTIFICATION M-89-06 - per: Florida Department of Highway Safety and Motor Vehicles.

## APPENDIX II – BRINY RULES

**BRINY BREEZES, INC.**  
561-276-7405  
BrinyBreezes.US  
[BrinyAssistant@gmail.com](mailto:BrinyAssistant@gmail.com)



**TOWN OF BRINY BREEZES**  
561-272-5495  
[BrinyTownClerk@yahoo.com](mailto:BrinyTownClerk@yahoo.com)  
Tue, Thurs & Fri 9:00 - 12:00pm

### **Briny Breezes, Florida BUILDING PERMIT APPLICATION ADDENDUM #2 As Amended November 8, 2017**

The following information is regarding the Improvement Permit Application process. The information will cover the regulations, instructions, approved length and width requirements for new mobile homes, setback dimensions and notes for each District, plus conditions of approval for applications.

#### **IMPROVEMENT PERMIT APPLICATION BRINY BREEZES, INC.**

All permit applications are to be submitted to Briny Breezes, Inc., on the forms provided. Two copies of all supplemental attachments are required. THESE PERMITS MUST BE OBTAINED EVEN IF THE RESIDENT IS DOING HIS OWN WORK. (NOTE: NEEDS OWNER BUILDER SHEET SIGNED)

The Town does not review and process any applications until approval by Briny Breezes, Inc. has been granted. However, Building Permit applications for the following work are implicitly approved by the Corporation without any review and forwarded directly to the Town for processing for permit(s):

- anchoring/tie-downs, re-leveling, foundation repair
- air conditioning replacement (if the replacement unit is to be placed exactly where the old unit and if the old unit was in the correct place)
- water heater replacements (all must be electric and hard-wired)
- interior plumbing and / or interior electrical
- other interior work such as floor replacements, kitchen/bath remodels
- Work on electrical meter stanchions, meter cans, and any work by FPL on electrical connections
- Window and/or door replacement

Please remember that it takes time for the Directors of Briny Breezes, Inc. to review your request and then time for the Town personnel to process the permit. Plan your projects to allow AMPLE time for this process.

If you are engaging someone to do work for you, make certain that they are licensed to work in Palm Beach County or a reciprocal jurisdiction. For your own protection, it is recommended that you make certain that final inspection of the work has been made by the Town Building Official and that it has been approved prior to final settlement with the contractor. Your contractor should call for inspections when he is ready for them by notifying the Town Hall (561-272-5495).

Since each District has different issues, setbacks, rules and lot size, we find that many aspects of our permits must be handled on an individual basis. Therefore, our permit regulations do not address all sizes of steps and stoops and will be approved by the Architectural Review Committee on an individual basis.

Requests for variances to the requirements and restrictions in this document will only be granted if supported by the Briny Breezes Board of Directors. If a Building Permit is required and if the proposed work/project will require a variance to the Florida Building Code or the Town's Land Development Code and Ordinances, approval of the variance

## APPENDIX II – BRINY RULES

by the Town is also required and can only be granted in accordance with Town of Briny Breezes Land Development Code - Section 10.16.

### REGULATIONS

1. All improvements are subject to the Land Development Code of the Town of Briny Breezes and the Florida Building Code.
2. All roof extensions and protrusions shall be included and referenced as points of measurement in determining setbacks. The only exceptions will be siding, door casings and window casings, which shall not protrude more than 1 ½ inches from outer wall of the mobile home, and for gutters which shall not protrude more than 5 inches from the fascia. No extension shall be allowed over a public or private (Briny Breezes Inc owned) right-of-way.
3. Blocking, anchoring and tie-downs shall conform to the Florida Highway Safety and Motor Vehicle Code for Manufactured Homes or the Florida Building Code for Modular Homes.
4. All plumbing work shall conform to the Florida Building Code.
5. All electrical work shall conform to the Florida Building Code.
6. All structural repairs, alterations or installation shall conform to the Florida Building Code.
7. Utility cabinets shall be permitted. Sheds are considered utility cabinets and must meet the utility cabinet criteria as do all replacements of existing sheds and utility cabinets. Utility Cabinets are included as a measuring point for all setback requirements for the mobile home and 'add-on' placement in each District. Each unit may have only one utility cabinet. The cabinet shall not exceed 3 feet in depth, 6 feet in width and 6 feet in height. Generally, cabinets are to be placed alongside the mobile home and placed a minimum of 5 feet from the rear corner of the mobile home, parallel and flush to mobile home wall and suitably anchored to the wall and/or slab. However, in District III - Row B and in District IV - Row V, utility cabinets and sheds may be placed against the E-W fence that runs along the Briny Breezes property lines in these locations. An exception location for a cabinet/shed may be granted in writing by a Director from the District where the cabinet/shed is to be placed if approved by the Chairman of the Architectural Review Committee as long as the utility cabinet does not block the path of egress between units.
8. All patio awnings, including gutters, must be at least 5 feet from any other structure. All awnings, patio roofs and aluminum and vinyl specialty work shall conform to the Florida Building Code and be subject to regulations.
9. AIR CONDITIONING: A/C units shall be in the front or on patio side as near the front of the home as possible. Split system installation shall be made with condensing unit placed at the front on patio side as near to the front of home as possible. Mini-splits may be placed in other locations if one District Director and a second Director or the General Manager approve the location in writing. In District 4, replacement units should be placed where the existing A/C unit is located which is normally on the back side of units. WINDOW UNITS are not allowed except to replace units already in existence. No air-conditioning unit shall exceed the maximum noise level of 82 decibels as rated by AIR CONDITIONING AND REFRIGERATION INSTITUTE and REVISION DATED APRIL 8, 1981. THE MAKE, MODEL# AND PROPOSED LOCATION MUST BE STATED IN APPLICATION. COPY OF MANUFACTURER SPECIFICATIONS RE: DECIBELS MUST BE ATTACHED. (A.R.I. ACCEPTED).
10. Installation of mobile home, patio, cabana or add-a-room shall be subject to the regulation in all the District Tables that follow. The purchaser of any mobile home to be installed in Briny must furnish a copy of the Bill of Sale (modular units) or Title (manufactured units) to the Corporation before the unit can be installed.
11. A Cabana or add-a-room shall be set 5 feet from the front and rear of mobile home. Where the lot backs into another lot in the rear, the cabana or add-a-room must be at least 7 feet from rear lot line.
12. Except where otherwise specified in Appendix II, there must be 10 feet between any two structures except for patios, patio roofs, decks, driveways, stairs and their landings, but including screened/enclosed rooms except in rear and where existing add-a-room on adjacent lot makes it impossible. A new mobile home and/or their screened room/cabana not extending beyond the footprint of the existing (pre-existing) structure is permitted if the existing (pre-existing) unit does/did not encroach (cross) any adjoining lease line in the opinion of ARC or, if ARC opinion appealed, the Board of Directors.
13. Stairs within the 10' setback between structures may be installed parallel to the home with a landing no wider than 48 x 48 inches, or may be installed perpendicular to the unit if the landing extends no more than 36 inches from the unit.
14. Porches/Decks with and without railings must be setback at least 5 (five) feet from adjoining units and at least five (5) feet from other porches/decks. In most cases, raised porches parallel to the width of a unit can be no wider than 5 (five feet). However, wider porches/raised decks are allowed where the structure will be at least 10 feet from any adjacent unit, porch or raised deck and at least three and one-half feet from any lease line.

## APPENDIX II – BRINY RULES

15. Maximum height of any raised decks/porches is the elevation of the floor of the mobile home except that in District 4, the deck, porch or patio between the MH and the seawall MUST be less than 30 inches above ground level at all points but no higher than the top of the seawall and may not have any railings.
16. New and any replacement mobile homes are to be all electric.
17. Homes newly installed or substantially improved (including screen rooms, add-a-rooms, etc.) shall be elevated such that either the:
  - (a) Bottom of the frame of the home is at or above the base flood elevation required, as applicable to the flood hazard area in the Florida Building Code, Residential Section R322.1.9, R322.2 (Zone A) and Section R322.3 (Zone V) and Briny Town ORDINANCE NO: 4-2015; or
  - (b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not more than 36 inches in height above grade unless this would result in the elevation of base of the frame being lower than the base flood elevation in which case article (a) provides the minimum elevation.
  - (c) Bottom of the frame can be no more than one foot above the elevation required unless that would result in less than adequate space under the unit to install plumbing, electrical and air conditioning hoses (air conduits)
  - (d) Certificate of elevation is required for the mobile home. Note: Base flood elevation in 2016 is 7 ft. above mean sea level but may be changed in the future by appropriate federal authorities such as FEMA. (Rule is based on Town Floodplain Ordinance 4-2015)
18. All mobile homes / units installed in Briny must be one-story only.
19. Driveways may not cross any lease lines.
20. Eaves / overhangs for units allowed in the Park may extend up to 8 inches out from the exterior wall of the M.H., but only if all other setbacks are met for the District where the M.H. will be set up.
21. Boat lifts of any kind are not allowed in Briny.
22. Lease lines will be determined, as needed and when disputed, by the Architectural Review Committee (ARC) using available data and then by the Board of Directors if the ARC decision is appealed. Established precedent and schematics published by the Corporation will guide these decisions.
23. No permanent fences or gates that prohibit through access or which tend to block the view or restrict the free flow of air and light or passage shall be erected or placed. *(see also Rule B.5.c)*

### INSTRUCTIONS:

1. Describe in detail the work to be performed. Furnish measurements and describe material to be used. (Attach extra sheet(s))
2. Provide a plan of mobile home unit. (Attach to application.)
3. Provide a SCALE DRAWING showing the mobile home and/or cabana with all eaves or other protrusions indicated and positioned on the lot showing lot line and setbacks. This drawing must also include the distance of the unit including its eaves and protrusions from all streets, waterways, adjacent structures and/or mobile homes (on all sides), plus the location of all doors, windows and other items such as steps, stoops, porches and decks. This also applies to all concrete, the air-conditioning unit, awnings, storage cabinet, screen room and add-a-room installations.
4. Contractors shall carry Contractor Liability Insurance.
5. Inspections shall be requested at least 24 hours in advance at 561-272-5495.
6. Non-Emergency Commercial Work may be conducted only Monday through Saturday between the hours of 8:00 am - 5:00 pm.
7. Mobile home or units must be parked in a place furnished by park and inspected for size and protrusions and approved before they are placed on the lot.
8. ALL APPLICABLE CODES AND REGULATIONS SHALL BE FOLLOWED. DEFINITIONS:
  - AIR CONDITIONER - A.C.
  - AWNING - A patio roof or covering which is open on three sides.
  - CABANA - A small shelter, screen room, second unit to a mobile home.
  - COMBINATION UNIT - A combination of a mobile home used in conjunction with a cabana, a porch or an awning, or any other combination thereof.
  - DECK - A patio or a porch made of wood or simulated-wood planks on its surface and supported above the ground by posts and has no railings. Decks surfaces may not be plywood.
  - MOBILE HOME - A structure which is transportable in one or more sections, built on an integral chassis, and designed to be used as a single family, one-story dwelling when connected to the required utilities, including the plumbing, heating, air-conditioning and electrical systems contained therein. The initials

## APPENDIX II – BRINY RULES

- “M.H.” shall be used as the abbreviation of this term which includes both manufactured homes and qualified modular homes as defined in the Briny By-Laws-Section 12.11.
- PATIO - Flat concrete or pavers not over 7½ inches above the ground with no railing.
- PERMANENT STRUCTURE - Anything constructed or erected, the design of which or intended use of which is permanent, long term, or indefinite life, by design or use.
- PORCH - A concrete or wood or wood-simulated product (not plywood) floor higher than 7½ inches above ground and generally with a railing around it. In this document, the term PORCH includes a landing at the top of stairs to a unit.
- SETBACK - Setback shall be synonymous with words “Building Line”.
- TEMPORARY STRUCTURE - Anything constructed or erected, the design of which or intended use of which, is other than permanent, long term, or indefinite life, by design or use.
- The words and numbers such as “12 feet wide” as used in this document allow M.H.s with inside / interior dimensions of up to 12 ft. with a maximum of 6 inches allowed on either (exterior) side of the interior dimension for insulation, vapor wrap, siding and trim so that the total exterior unit width is no wider than 13 ft. provided that other setbacks are met for the District where the M.H will be set up. This provision provides the same allowance for units of all approved widths and lengths (i.e. 14, 20, 24, 28 provided all the required setbacks are met. This rule is intended to allow new M.H.s that are currently available in the marketplace to be installed in Briny without needing to be modified in width.

### DISTRICT-SPECIFIC REQUIREMENTS & RULES

**ALL DISTRICTS:** All requirements are subject to measurement by the Architectural Review Committee and apply to all new installations. Placement of a mobile home manufactured with extension or protrusion (i.e. over-hangs/bay windows) must be placed on the lot in compliance with all setback provisions. There shall be no extension over a public or private (owned by Briny Breezes Inc.) right-of-way.

MAXIMUM MOBILE HOME LENGTH*					POSSIBLE EXCEPTIONS*			
DISTRICT I	ROW(S)	10'W	12'W	14'W	ROW(S)	10'W	12'W	14'W
	A	35	35	35	B22	32	32	
	B	38	38	38	C212	40	40	
	CD	43	41	41	E-1	37	37	
	E	39	36	36	I8 & 9, J8	55	55	
	F	36	36	36	L-2 & 3	50	50	
DISTRICT II	G & L	32	32	32	G2, H1 & 2	58	58	
	H & K	28	28	28	O201, O201A	46	46	
	I	31	31	31	O213, O215	52	52	52
	J	34	34	34	O214	60	60	60
DISTRICT III	B	46	44	44	Q201	60	60	
	C, D H, I J, K, L, M	44	42	42	Q212	52	52	52
	F	44	42	40	Q213	57	57	57
	E	42	40	40	R201	60	60	
	G & N	45	43	41	R211	57	57	57
DISTRICT IV	O, Q, R, T	50	50	50	R212	60	60	60
	P	52	50	49	T201	60	60	
	S	54	52	51	T211	57	57	57
	U	47	45	44	T212, U209	57	57	57
	V	52	52	51	U210	60	60	60

\* if and only if all setback requirements are met.

## APPENDIX II – BRINY RULES

**DISTRICT I:** Single lots maximum mobile home width is 14 feet, if it meets all setbacks and if the unit can be safely installed without damage to adjoining units. On “CD” row, Mobile home and patio roof shall not exceed 20 feet in width and the 5 feet setback between structures must be adhered to. All setback requirements must be met to determine the overall width permissible (not to exceed 20 feet).

**SETBACK DIMENSION TABLE FOR RMH-I DISTRICT**

ROWS	ITEM	FRONT-END SETBACK	REAR-END SETBACK FROM LOT LINE	SETBACK BETWEEN THE SIDES OF ADJACENT UNITS
A & F	M.H.	EDGE OF SIDEWALK	2-FT	10-FT
F20 - F27	M.H.	INSIDE WALL	2-FT	10-FT
B & E	M.H.	2-FT FROM STREET	2-FT	10-FT
CD	M.H.	1-FT, 6-IN FROM STREET	1-FT, 6-IN FROM STREET	10-FT

### NOTES TO SETBACK FOR RMH-I DISTRICT

- A. The term “sidewalk” as used in the above table means the east-west sidewalk along the north side of Briny Breezes Boulevard for the lots in Row A, and the east-west sidewalk along the south side of Ruthmary Avenue for the Lots in Row F
- B. The term “street” as used in the above table means Bamboo Drive for the lots in Row B, Bamboo and Cedar Drive for the lots in Row CD and Cedar Drive for the lots in Row E.
- C. There will be a minimum setback of one (1) foot from the west edge of the north-south sidewalk along the west side of Old Ocean Boulevard for all lots bordering that road.
- D. All patio awnings, including gutters, must be at least 5 feet from any other structure.
- E. Cabana (add-a-room) shall be set 5 feet from front and rear of the mobile home. When the lot backs into another lot in the rear, the cabana or add-a-room must be at least 7 feet from rear of lot line.
- F. There must be 10 feet between any two enclosed structures except when the rear of the structure is opposite the rear of another structure.

## APPENDIX II – BRINY RULES

**DISTRICT II:** Single lots maximum mobile home width is 14 feet, if it meets all setbacks and if the unit can be safely installed without damage to adjoining units. Mobile home and patio roof shall not exceed 20 feet in width and the 5 feet setback between structures must be adhered to. No single lot shall be allowed to have a cabana (add-a-room), or screened room except those now existing. If any existing cabana and/or its mobile home must have major repairs or replacement, the cabana shall be removed and the present rules applied. When a double-wide mobile home is to be installed on two or more lots, there shall be at least a 5-foot setback from the rear lot line and at least a 4-foot setback from the street except on Cordova and Ruthmary where there shall be a 3-foot setback from the sidewalk. Such ‘double-wides’ may have widths up to 28 feet and whatever length is possible provided that all required setbacks are met. This provision supercedes the length and width limitations in the preceding Maximum Mobile Home Length table.

**SETBACK DIMENSION TABLE FOR RMH-II DISTRICT**

ROWS	ITEM	FRONT-END SETBACK	REAR-END SETBACK FROM LOT LINE	SETBACK BETWEEN THE SIDES OF ADJACENT UNITS
G & L	M.H. AWNING	EDGE OF SIDEWALK	2-FT	10-FT
		1-FT FROM M.H. CORNER	2-FT FROM M.H. CORNER	N/A
H & K	M.H. AWNING	1-FT FROM STREET	2-FT	10-FT
		1-FT FROM M.H. CORNER	2-FT FROM M.H. CORNER	N/A
I & J	M.H. AWNING	2-FT FROM STREET	2-FT	10-FT
		1-FT FROM M.H. CORNER	2-FT FROM M.H. CORNER	N/A

### NOTES TO SETBACK FROM RMH-II DISTRICT

- A. The term “Sidewalk” as used in the above table means the east-west sidewalk along the north side of Ruthmary Avenue for the Lots in Block G, and the east-west sidewalk along the south side of Cordova Avenue for the Lots in Row L.
- B. The term “Street” as used in the above table means Hibiscus Drive, excluding the north-south portion thereof, for the Lots in Row H and I, and Juniper Drive for the Lots in Rows J and K.
- C. There will be a minimum setback of one (1) foot from the west edge of the north-south sidewalk along the west side of Old Ocean Boulevard for all lots bordering that road.
- D. All patio awnings, including gutters, must be at least 5 feet from any other structure.
- E. Cabana (add-a-room) shall only be allowed on double lots and shall be set 5 feet from the front and rear of the mobile home. When the lot backs into another lot in the rear, the cabana or add-a-room must be at least 7 feet from the rear lot line.
- F. There must be 10 feet between any two enclosed structures except when the rear of the structure is opposite the rear of another structure.

## APPENDIX II – BRINY RULES

**DISTRICT III:** Single lots maximum mobile home width is 14 feet, if it meets all setbacks and if the unit can be safely installed without damage to adjoining units. Combination units, patio roof or porch including double-wides shall not be over 20 feet wide.

SETBACK DIMENSION TABLE FOR RMH-III DISTRICT

ROWS	ITEM	FRONT-END SETBACK	REAR-END SETBACK FROM LOT LINE	SETBACK BETWEEN THE SIDES OF ADJACENT UNITS
B-C-D-E-H-I- J-K-L-M	M.H.	2-FT FROM STREET TO M.H. CORNER	2 Feet	10-FT
F-G-N	M.H.	1-FT FROM STREET	2 Feet	10-FT

### NOTES TO SETBACK FROM RMH-III DISTRICT

- A. All patio awnings, including gutters, must be at least 5 feet from any other structure.
- B. Cabana (add-a-room) shall be set 5 feet from the front and rear of the mobile home. When the lot backs into another lot in the rear, the cabana or add-a-room must be at least 7 feet from the rear lot line.
- C. There must be 10 feet between any two enclosed structures except when the rear of the structure is opposite the rear of another structure.

## APPENDIX II – BRINY RULES

**DISTRICT IV:** Provided that other setbacks for District 4 are met, units may have a maximum exterior width of 24 ft. with a maximum of 6 inches allowed on either side of the interior dimension for insulation, vapor wrap, siding and trim so that the total exterior unit width of the unit is no wider than 25 ft. This applies to all lots in District 4 except lots O213, O214, O215, Q212, Q213, R211, R212, T210, T-211, T212 and U210, where up to 28 ft. exterior width is approved, providing all other setbacks are met. All the above lots must accommodate off street parking (driveways) as well as lots at O201 and O201A, lots on Mallard and Ibis lots S206 - S209. For Rows O, Q, R, T & U, nothing of a permanent construction (i.e., steps, porches, flower boxes, flag poles and their supports) shall be built within the three-foot setback/Corporate right-of way adjacent to the seawall and between the seawall and mobile home except for one (1) deck or patio and including any steps up to top of the seawall. These decks must be made of wood or wood-simulated materials (but not plywood). Such patios must be constructed with pavers. Both these decks and pavers all must be easily removable within 3 feet from seawall. The portion of any deck along the seawall will be constructed with multiple, easily-removable (lift-out) sections covering the Corporation’s 3-ft right-of-way and which are supported by boards attached to the inside of the seawall and to the adjacent portion of the deck. The top of decks, patios and steps built between the unit and the seawall shall not exceed the current elevation of the seawall. For District 4 leases adjacent to seawalls, no new or replacement patios/decks made of concrete (except for concrete pavers) are permitted in the area between the mobile home and the seawall.

The seawalls in District IV and elsewhere are Corporate property and have a 3’ wide adjacent Corporate right-of-way for repairs or improvements. Stockholder patios or decks within three feet of the interior of the seawall and any docks attached to the side of the seawall must be removed for repair and/or replacement of or improvements to the seawall. The cost of removing and/or replacing such decks, patios and docks is the sole responsibility of the stockholder(s) holding the lease. See Rule E.1&2 for dock restrictions. Stockholders have the option to remove these improvements him/herself in a timely manner when requested by a letter from the General Manager. If the stockholder, so notified, fails to comply, the Corporation will remove the improvements and bill the stockholder for the cost of removal. The stockholder/lessor will be solely responsible for all work needed to repair or re-build their docks, decks and patios that were removed to accommodate work on the seawalls.

**SETBACK DIMENSION TABLE FOR RMH-IV DISTRICT**

ROWS	ITEM	FRONT-END SETBACK	REAR-END SETBACK	SETBACK BETWEEN THE SIDES OF ADJACENT UNITS
O-Q-R-T	M.H.	TO STREET	13-FT FROM INSIDE OF SEAWALL	10-FT BUT 3-FT, 6-IN FROM COMMON LOT LINE
P & S	M.H.	2-FT FROM STREET	SEE NOTES	10-FT BUT 3-FT, 6-IN FROM COMMON LOT LINE
U	M.H.	2-FT FROM STREET	6-FT FROM INSIDE OF SEAWALL	10-FT BUT 3-FT, 6-IN FROM COMMON LOT LINE
V	M.H.	2-FT FROM STREET		10-FT BUT 3-FT, 6-IN FROM COMMON LOT LINE

**NOTES TO SETBACK TABLE FOR RMH-IV DISTRICT**

- A. A minimum setback of 4 ½ feet from South Ibis Drive and 1 foot from North Ibis Drive shall apply on lots S206, S207, S208 and S209. A minimum setback of 2 feet from South Heron and 1 foot from North Heron shall apply on lots P207, P208, P209 and P210.
- B. A minimum setback of 13 feet from the water’s edge on the Intracoastal Waterway shall apply on lots O214, O215, Q213, R212, T211 and T212.
- C. All patio awnings (including any gutters) and decks must be at least 5 feet from any other structure.
- D. Cabana (add-a-room) shall be set 5 feet from the front and rear of the mobile home.
- E. There must be 10 feet between any two enclosed structures and, in addition, there must be 10 feet from the main entry side of the mobile home to the adjacent (more distant) lot line unless this makes it impossible to honor the 10’ between mobile homes setback. This rule is an attempt to maximize open space between units by encouraging consistent (for any row) placement of units along the 3’ 6” setback line. However, lots directly adjacent to bathhouses only have the meet the 10’ between mobile homes setback if the 10’ setback from the bathhouse make it impossible to comply with the 10’ lease line setback. Lots O-213, 214, 215, Q-212 and 213, R-211, 212 and T 211, 212 and U 209 are very narrow where they intersect the road and are required to have driveways on their lots so the units on these lots are not required to meet the 10’ setback from the more distant lease line but must meet all other setbacks.

## Appendix III-A

---

### Policy and Criteria for Stockholder Inquiries sent to the Corporation

1. All letters of inquiry must be in writing, be sent by certified mail and addressed to the Corporation (Briny Breezes Inc.) or its Board of Directors.
2. No stockholder may submit more than one (1) letter of inquiry during any thirty (30) day period pursuant to Florida Statute Chapter 719.
3. Each letter of inquiry may set forth up to five (5) substantive inquiries. The Corporation shall determine the number of substantive inquiries contained in any particular letter.
4. The Board of Directors shall respond in writing with a substantive response within 30 days of receipt of a letter of inquiry from a stockholder. However, if a legal opinion is requested by the Corporation, the Board shall provide a written substantive response to the letter of inquiry within 60 days after the receipt of the inquiry.
5. If the Board requests advice from the Division (DBPR), the Board shall provide a substantive response in writing to a letter of inquiry within 10 days of its receipt of such advice.
6. The Corporation may respond to letters of inquiry as described above by providing the stockholder an opportunity to inspect and photocopy pertinent records at a charge of .25¢ per copied page of letter or legal size copies. For larger documents, the cost charged to the stockholder for reproduction will include third party reproduction costs as indicated on the receipt and a \$25.00 service fee for the "third-party copy".
7. The Corporation is under no obligation to obtain legal opinions regarding any matter or issue that a stockholder may raise in a letter of inquiry when responding to any letter of inquiry. Further, the Corporation shall not be obligated to incur professional fees to respond to letters of inquiry.

## APPENDIX III-B

---

### Briny Breezes Inc. Record Request Policy and Procedures

#### I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Cooperative Act (Chapter 719, Florida Statutes) as amended from time to time.

#### II. PERSONS ENTITLED TO INSPECT OR COPY

Every Unit Owner or the authorized representative of a Unit Owner, as designated in writing (hereinafter collectively referred to as "Unit Owner"), shall have the right to inspect or copy the official records pursuant to the following rules and Section 719.104, Florida Statutes, as the same may be amended from time to time.

#### III. INSPECTION AND COPYING

- A. A Unit Owner desiring to inspect the Association's official records shall submit a written request to:  
Briny Breezes, *Inc.*  
5000 N. Ocean Blvd.  
Briny Breezes, FL 33435  
or such other address as the Association may from time to time designate. The request must state with particularity the official records requested, including pertinent dates or time periods. The request must be sufficiently detailed so as to allow the Association to retrieve the official records requested. However, the Association is under no obligation to retrieve any records requested and may, in the alternative, require the Unit Owner to inspect the official records as they are kept in the ordinary course of business. The Association may, to the extent permitted by law, and to the extent the option is available at the Association, offer the Unit Owner the option of making the records available electronically over the internet or on a computer screen, with records printed upon request. The Unit Owner may use a portable device capable of scanning, copying or photographing records in order to make copies. IF AVAILABLE IN ELECTRONIC FORMAT, ANY OWNER WILLING TO REVIEW RECORDS ELECTRONICALLY VIA THE INTERNET OR IN ELECTRONIC FORMAT ON A COMPUTER SCREEN SHALL SO INDICATE IN THE WRITTEN REQUEST, FAILING WHICH, THE RECORDS WILL BE MADE AVAILABLE IN HARD COPY.
- B. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing, subject to the exemptions provided for in the Cooperative Act, as the same may be amended from time to time.
- C. No Unit Owner may submit more than one (1) request for records inspection and/or copying per calendar month.
- D. No Unit Owner may submit more than one request for inspection and/or copying of the same record in a thirty (30) day period.
- E. No Unit Owner may request the inspection of hard copies of more than one hundred (100) records in any request, nor may any request require the Association to produce more than one thousand (1,000) hard copy pages of records at one time. If the Unit Owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the Unit Owner up to the limiting factor, and notify the Unit Owner that the other records will be made available for inspection at another inspection session upon receipt of another written request of the Unit Owner. An owner shall not be precluded from requesting records which were not produced because of the aforesaid limitations within thirty (30) days pursuant to Paragraph D above. The foregoing limitation on the number of records and the number of pages available for inspection do not apply if the Unit Owner agrees to inspect the records electronically via the internet or in electronic format on a computer screen (if available).

- F. All inspections of records shall be conducted at the Cooperative office or such other location within Palm Beach County as the board may designate from time to time, unless the Association offers and the Unit Owner agrees to review the requested records over the internet,. No Unit Owner may remove original records from the location of the inspection. No alteration of the original records shall be allowed. Notwithstanding the foregoing, the Association may, at the option of the Board or the person responsible for producing the requested records, provide copies in digital form by electronic mail to the owner in the interest of convenience provided the owner acknowledges and accepts delivery of the requested records in such manner in lieu of producing original records.
- G. The requested records shall be made available for inspection by the owner or his or her authorized representative on or before ten (10) working days (as defined in paragraph H) subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the Unit Owner. The Association shall notify the Unit Owner by telephone, in person, or in writing that the records are available and shall attempt to make the records available at a mutually convenient time and date.
- H. Subject to the requirements of paragraph G above, inspections shall be conducted between the hours of 10:00 a.m. and 1:00 p.m., Monday through Friday (except legal holidays), so that the management and Board have adequate time within their regular work hours to discharge their other duties to the Association. Monday through Friday (except for holidays when the office is closed) will be considered working days pursuant to Section 719.104 Florida Statutes. Saturday and Sunday shall not be considered working days. If an Owner is unable to review records during the prescribed hours, a mutually convenient time shall be arranged.
- I. If a Unit Owner desires to obtain a copy of any record, the Unit Owner shall identify the record desired during the inspection. The Association shall not be obligated to copy portions of records. The requested copies will be made available within a reasonable time.
- J. A Unit Owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable by check at the time the copies are requested. The Association shall not be obligated to undertake the photocopying of any records until payment is received by the Association. The Association reserves the right not to accept personal checks from any owner who has previously submitted a check to the Association which was returned due to insufficient funds.
- K. Email notification shall not be accepted for records requests.

#### **IV. MANNER OF INSPECTION**

- A. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.
- B. The Association shall maintain a log detailing:
  - i. The date of receipt of the written request for inspection
  - ii. The name of the requesting party
  - iii. The requested copies
  - iv. The date the owner was notified of the availability of the records
  - v. The date the records were made available for inspection or copying
  - vi. The date of actual inspection and copying
  - vii. The signature of the Unit Owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

RECORDS REQUEST Form  
Briny Breezes, Inc.

\_\_\_\_\_  
Shareholder Name

\_\_\_\_\_  
Shareholder Briny Address

\_\_\_\_\_  
Request Date

Please list a detailed and specific records request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you! By signing below, you acknowledge the terms of the Record Request policy. You will be contacted by phone or email with an appointment time, location and fee obligation (if any). Unpaid obligations relating to the request will be placed on the requesting Members assessment. Please have ready a check of administrative fees outlined in the Records Request Policy.

\_\_\_\_\_  
(Owner Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Phone number)

\_\_\_\_\_  
Email Address

**Please return: Certified Mail, Return Receipt Requested to: Briny Breezes Inc., 5000 N Ocean Blvd.  
Briny Breezes, FL 33460**