SUNNYSIDE BEACH AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. Bay County, Florida

REGULATIONS

The pleasantness of condominium living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason these rules and regulations have been adopted in order to assure for owners, resident and their guests that the condominium property will be properly used for the benefit of all those persons. All residents are requested to cooperate in seeing that the regulations are observed.

The following words or phrases used herein shall have the following meanings:

"Association" means Sunnyside Beach and Tennis Club Condominium Association, Inc.

"Board" means the board of directors of the Sunnyside Association, Inc.

"Management" means the management personnel hired by the Association for the operation and management of the Condominium, the Association and the Condominium Property. If there is no current "Management" employed for management of the Condominium, the Association and the Condominium Property, the term "Management" shall refer to President and/or Vice President of the Board.

"Sunnyside" means the Association, property and management associated with the Association.

Other capitalized terms used herein not otherwise defined shall have the same meaning as ascribed to them in the Declaration of Condominium for the Condominium.

1. CONDOMINIUM LIVING. Condominium living requires that each resident regulate the occupancy and use of his unit so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of their unit. All residents are required to use their units accordingly.

Nuisances. Owners and residents are further reminded that Use Restrictions in the Declaration provide that no nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. If the county sheriff's office is called for a disturbance either inside or outside a resident's unit, such is deemed a nuisance within the meaning of these Regulations. If a second nuisance of this type occurs, the Association may cause legal proceedings to be initiated against the offending resident and the Owner of the unit involved.

- 2. RESIDENTS, TENANTS AND GUESTS. The facilities of Sunnyside are for the use and enjoyment of residents, tenants of residents, as well as their guests. Tenants are required to comply with these regulations the same as residents, and the guests of tenants are subject to these regulations the same as the guests of residents.
- (a) As used in these regulations, "residents" means the person(s) who have legal title to the unit, as evidenced by the deed to the unit.
- (b) As used in these regulations, "tenants" means the person(s) who are identified as tenants on the written lease (or memorandum thereof) of the unit.
- (c) As used in these regulations, "guest" means any person who stays in a unit, either during the day or overnight, and includes any and all visitors.
 - (d) Use of a unit by either residents, tenants or guests is limited to:
 - (1) In the case of two bedroom units, eight (8) persons who stay overnight. Eight (8) persons means any combination of adults and children which totals eight (8).
 - (2) In the case of three bedroom units, ten (10) persons who stay overnight. Ten (10) persons means any combination of adults and children which totals ten (10).
 - (3) In temporary hardship situations, the Board has the discretion to approve exceptions to this regulation for limited periods of time.
- (e) Violations of restrictions contained in the Declaration or these regulations by residents, tenants or their guests which the Management deems infringes on the rights of other residents, tenants or their guests can Full SS Regs 4 11 14 (002).doc

result in reasonable restrictions being imposed by Management on use of facilities, and can also result in fines being levied against the residents.

- 3. <u>CHILDREN'S ACTIVITIES</u>. Children are welcome in Sunnyside and there is no desire to restrict their normal activities. Nevertheless, they are required to observe the same restrictions that apply to adults. This precludes the playful use of equipment, the use of any common elements in the buildings for play areas, or any other conduct that will interfere with the quiet and comfort of the residents. Adult residents with whom children are living will be held responsible for the observance of these rules and regulations by the children.
- 4. <u>SECURITY</u>. All occupants will be responsible for their own security. The Association will not be providing security officers, or other special security measures on the Condominium Property. All occupants are expected to keep the doors to their Units locked at all times; to report solicitors on the Condominium Property to Management; and to report any suspicious appearing persons or incidents to Management.

<u>Drones</u>. To ensure the safety and reasonable expectation of privacy of the owners, tenants, occupants, invitees and licensees of Sunnyside Beach and Tennis Condominium, the use or flying of drones within or over the Condominium Property and Common Elements is strictly prohibited subject to the exceptions for specific persons or uses as detailed in §934.50(4), Fla. Stat.

5. <u>USE OF UNITS AND PATIOS AND BALCONIES</u>.

- (a) <u>Fire Hazards</u>. No article shall be stored nor any use be made of any part of the condominium property that will constitute a fire hazard.
- (b) <u>Hanging of Objects</u>. The hanging of bathing suits, clothing, rugs, towels or other items upon balconies or railings or from windows is prohibited; except any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.
- (c) <u>Installations</u>. Only such awnings, blinds, shades and sunscreen shall be used in balconies or windows as are approved by the Board.
- (d) Maintenance and Repair. Unit owners are reminded that maintenance and repair of the condominium building is the responsibility of the Association except for the interior of the unit. As authorized by the condominium documents, the Board has determined that the maintenance, repair and replacement of windows and glass doors shall be the responsibility of the unit owner except in case of damage for which insurance proceeds are available. No work of any kind is to be done upon the part of the building to be maintained by the Association without first obtaining the approval required by the condominium documents. Occupants of units under sublease are reminded that the responsibility of maintenance and repair as between the lessor and lessee is established by their subleases. Regardless of the responsibility for maintenance and repair, it is recommended that need of such work be reported immediately to the Management which can be of assistance in obtaining prompt service. Service provided by the Management or Association staff for which the unit owner is liable will be charged to the unit owner.
- (e) <u>Noise</u>. In order to assure the comfort of all residents, the playing of compact discs, radios, televisions, stereos and musical instruments must not exceed a reasonable volume at any time. This applies to all public areas as well as inside units. Between the hours of 10:00 P.M. and 10:00 A.M. the volume shall be kept at a level that cannot be heard outside the unit in which located. All residents and guests shall refrain from any activity that would disturb other residents.

(f) Pets.

- (1) The keeping of a dog or other pet at Sunnyside is not a right of a unit owner but is a conditional license. This conditional license is subject to termination at any time by the Management upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance, or is in violation of the conditions and restrictions set forth below. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at Sunnyside. Non-unit owners are not allowed to have pets of any kind without the express consent of the unit owner.
 - (2) The conditional license for owners and guests, is subject to the following conditions and restrictions:
 - (i) A dog must be on leash at all times when outside of the owner's unit.

- (ii) A dog must not be curbed at any place on the property of the condominium except such places as are time to time designated for such purposes.
- (iii) As a courtesy to other residents and as a safety precaution pets are never to be left unattended in any public areas.
 - (iv) It is the pet owner's responsibility to clean up after their pet.
- (v) Each pet must be registered with the Association. Pets that are required to have shots (dogs and cats) must provide the Association evidence that the pet's shot records are current, including but not limited to rabies; such evidence from the veterinarian must also indicate as to dogs, the dog's weight and if such evidence indicates that the dog's weight exceeds the limits permitted under this regulation, then the dog is not permitted on the Condominium Property.
- (g) <u>Signs</u>. A resident may identify his unit by a name plate of a type and size approved by the Board and mounted in the place and manner approved by the Board. No other signs may be displayed in any manner. This prohibition includes placing "For Sale" signs anywhere on the Condominium Property, including but not limited to in windows or on doors.
- (h) <u>Use Restrictions</u>. Residents are reminded of the restrictions upon the use of the condominium property that appear in the condominium declaration. The restrictions require, among other things, that a unit may be used only as a residence either permanent or transient. No nuisances shall be allowed nor any practice followed that is the source of annoyance to other residents or in violation of city, county, state or federal laws.
 - (i) Keys. In the event an owner, tenant or guest loses the key to the unit so that Management has to return to the property to open or replace the key, there will be a fee to do so as set from time to time by the Board. Initially, the fee is set at \$50.00. Lost keys obtained from the Office must be replaced or an additional \$25.00 charge (currently \$25.00) will be assessed. Additionally, in order to enable Association Management to utilize its easement rights under the Declaration of Condominium, when a unit is rekeyed, three copies of the rekeyed entry door key must be provided to Management. This enables Management to have reasonable access to Units in case of emergencies.
- (j) <u>Barbecue Grills</u>. Barbecue grilling is a popular outdoor activity, but use of barbecue grills presents potential aesthetic issues as well as fire and smoke hazards which warrant the regulation of their use. Therefore, the following must be observed:
- (1) No grills shall be operated on any balconies because they present a risk of smoke damage and a fire hazard. The places designated by the Board for operation of grills is at least three feet away from a building, but not more than thirteen feet away from a building, and which is also grassy.
- (2) Grills may be stored only on drive side patios. Grills shall not be stored on any courtyard patios.
- (3) Grills that are rusty or broken in appearance are prohibited from being stored on the property. Neither the Association, nor Management, regulates the safety of grills, because safety issues regarding a grill are the responsibility of each resident, tenant or their guests.
- (4) Spent coals are not to be discarded on the grass or in the bushes at Sunnyside. It is recommended that spent coals should be completely extinguished, left in the grill overnight, placed in a bag and disposed in a garbage dumpster.
 - (k) Patios and Balconies. Patios and balconies may be used for recreational use only.
- (1) Storage of any items is not allowed, except that grills that appear to be in good condition may be stored on the drive side patios. This prohibition includes, but is not limited to, mops, clothes, blankets, ice chests, shoes, socks, and garbage cans.
- (2) Only furniture designed for outdoor use and that appears to be in good condition may be used on patios and balconies. Items that appear to be rusty or broken, or deck chairs with torn or deteriorated webbing would not meet the appearance standard of "good condition". Furniture should be the approximate height of the rail and no furniture shall be permitted on balconies or patios that seriously detracts from the uniform appearance of the Condominium Property.
- (3) No TV tables or ashtrays with cigarette or cigar butts in them shall be left on a patio or balcony after the resident retires during the day or for the evening. All ashtrays must be left clean because the wind tends to pick up and blow ash and butts onto the patio or balcony or onto the grass next to the unit.
- (4) This regulation has been adopted in the interests of having the Condominium property have an aesthetically pleasing appearance, and is not a regulation for safety purposes. Neither the Association, nor Management, regulates the safety of items an Owner, resident or guest may choose to place on a patio or balcony from time to time, because such safety issues are the responsibility of each Owner, resident or their guest.

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6. USE OF COMMON ELEMENTS AND OTHER FACILITIES.

(a) Walkways and Green Areas.

- (1) Walkways are for ingress and egress to and from units and shall not be obscured. This precludes the leaving of any articles in these areas, including baby carriages, bicycles, garbage cans, supplies, ice and milk containers. This prohibition is in compliance with the fire code/insurance requirements and is for the protection of residents in case of fire or other emergency and will be strictly enforced.
 - (2) No skate boarding or roller blading is permitted on walkways.
- (3) To ensure the safety of the owners, tenants, occupants, invitees and licensees of Sunnyside Beach and Tennis Condominium, the use of a hover boards or other similarly motorized skateboards or scooters is strictly prohibited within the Condominium Property, Units, and Common Elements including, but not limited to the walkways leading to or from a Condominium building, the pool and surrounding pool deck, the tennis courts, and any beach walk overs or walkways.
- (4) Walkways and green areas are part of the common elements and are cleaned at the expense of the Association. Residents are required to cooperate in keeping these areas looking attractive by refraining from disposing on or from these areas any waste of any kind, including cigars and cigarettes and barbeque coals. Littering is prohibited. Putting cigarettes or cigars out in parking areas and walkways is considered littering. Any litter found outside a unit shall be removed within 2 days of written notice of violation. Failure to comply will result in Management removing the litter, and charging the cost of removal to the offending unit owner. Provided, that if the particular unit has been the subject of more than two written violation notices (which constitutes being a repeat offender) no further notices need be provided and Management may simply remove the litter and charge the offending unit owner for the cost of removal.
- (b) Exterior of Building. No one may mount any object upon the exterior or roof of the building without approval of the Board in writing. No one may install or use any awnings, decoration, illuminations, plants or signs without approval of the Board in writing. United States flags may be respectfully displayed; however, such mounting may not penetrate the exterior of the building; except any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations; provided, however, no penetrations of the exterior skin of the building are permitted in connection with the display of flags.
- (c) <u>Swimming Pools</u>. The use of the swimming pools is limited to owners, guests or tenants and their house guests, as the case may be. All bathers are required to observe the following regulations in order to comply with the requirements of public health authorities and to ensure the comfort and safety of all concerned:
 - (1) Pools may be used only during their posted hours.
 - (2) All bathers must shower immediately before entering pools.
 - (3) Bathers must remove suntan lotions, creams, and bobby pins before entering pools.
 - (4) No glassware may be brought into a pool deck areas.
 - (5) There shall be no running or shouting or boisterous games played within a pool areas.
 - (6) Children under 12 years of age are not permitted within the pool area unless

accompanied by an adult who is responsible for said children. Additionally, children under the age of four (4) must wear protective swimming diapers at all times they are in the pool enclosure.

- (7) No dogs or other animals shall be allowed in a pool or other parts of a pool enclosure.
- (8) Any posted bathing load of a pool must be observed and no more than this number may use the pool at one time.
 - (9) Pools are not guarded and all persons using the pools do so at their own risk.
 - (10) Use of rafts or floats in the pools are prohibited.
 - (11) Removal of any pool equipment is strictly prohibited.

7. PARKING AREAS.

(a) Parking areas are for use by residents or their guests for such personal vehicle or vehicles as are used by them for transportation purposes on a daily basis in order to assure that the parking areas will have an aesthetically pleasing appearance and that they will be available to residents and their guests as needed. Trailers, recreational vehicles, buses, motor homes, large trucks and boats are to be parked off the Condominium Property. After a request, Management <u>may</u> grant permission for temporary alternative parking on the Sunnyside Overflow

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Parking adjacent to the "Car Wash Area". In any event, parking areas shall not be used for general automotive maintenance or repairs, such as but not limited to general repairs or changing the oil. Further, vehicles that have been in accidents must have damage repaired within 30 days of receipt of written notice requiring repair or removal.

- (b) In the interest of all Owners, residents and guests at the Condominium, the Board has adopted a policy of having vehicles towed that are not in compliance with these regulations. Before calling for a vehicle to be towed, the Management shall place a written notice of violation on the windshield of the vehicle stating that if the violation has not been cured by fort-eight hours of the date and time of the written notice (except the period shall be 30 days in the case of a vehicle that has been damaged and is being required to be repaired), the vehicle will be towed and the cost of towing and release of the vehicle will be an expense of the vehicle owner.
- (c) When parking a vehicle on Sunnyside property, including the beach front private Sunnyside parking, all residents and guests are required to have an identification sticker or card on the dash of their vehicle showing that they are either a resident or tenant (or guest of one of these) at the Condominium. Identification stickers or cards can be obtained from Management and must be used immediately to avoid having a vehicle towed.
- (d) No vehicle that is inoperable or has a flat tire shall be shall be left on Condominium property for longer than two days after written notice of violation.
- 8. <u>MEETING NOTICES</u>. A bulletin board will be located in a convenient location on the Condominium Property. Official notices will be posted there in compliance with Florida Statutes.
- 9. <u>LEASES</u>. Regulating tenant activities, in the same manner that the activities of Owners, other residents and their guests are regulated is in the interest of all Owners, residents and their guests. In order to achieve this goal, it is essential that tenants be aware of the Use Restrictions found in the Declaration as well as these Condominium Association Regulations and any Master Association Regulations (collectively, the "Regulations"). Additionally, the following will apply.
- (a) Copy of Lease to Management. Each Owner is responsible for, and is required, to have a copy of his tenant lease provided to the Management, along with the vehicle make and license number of the tenant's vehicle (hereafter "vehicle information"). Compliance is required as to each existing and each new tenant within five (5) business days after written notice is delivered to the Owner or tenant, as the case may be. Owners or tenants failing to comply within the required time shall not be issued a parking identification sticker or card and their vehicles are therefore subject to being towed. The best practice, which is strongly encouraged, is for Owners and tenants to have the copy of the lease delivered to Management as soon as a signed copy is available, together with required tenant vehicle information, and that the tenant be encouraged to meet with Management to obtain the required parking identification sticker or card so that towing will not become an issue. In any event, failure to provide such can result in an Owner fine.
- 10. <u>TENANTS AND GUESTS COMPLIANCE WITH REGULATIONS & RESTRICTIONS</u>. In order to assure that not only Owners, but also guests and tenants of Owners, are aware of and comply with the regulations and use restrictions applicable within Sunnyside, the following measures are being implemented. These measures are applicable to guests, short-term tenants and long-term tenants.
- (a) <u>Posting</u>. Each Owner that will have short-term tenants or long-term tenants using his or her unit shall provide a copy of these Regulation in advance or upon their arrival.
- (b) Owner Liability for Tenant Infractions. Guests or tenants that do not abide by these Regulations warrant recommending that their respective Owner being fined by the Association.
- (c) <u>Inspection</u>. In the course of enforcing these Regulations, if an offender claims that he was unaware of the particular regulation or use restriction that is the basis for an infraction, a presumption shall arise that the owner has not complied with the requirements of 10(a) above, a presumption shall arise that the Owner is not in compliance. The presumption alone shall be deemed sufficient basis for recommending a fine against the Owner where an Owner's guests or short-term tenants are involved. The Owner has the burden of going forward with evidence that overcomes the presumption. However, the failure of the tenant to comply with the applicable Declaration Use Restrictions and Regulations, whether a guest or tenant shall still be enforced by fine against the Owner. The offender's explanation that he was unaware of the regulation or restriction shall not be deemed an adequate excuse for the infraction, and such infraction shall be deemed sufficient basis for recommending a fine against the Owner.

- (e) <u>Tenant's Security Deposit</u>. In instances where an Owner has included a provision in his tenant lease that allows for the Owner to charge the tenant for fines imposed on the Owner, and/or deduct them from a tenant's security deposit, the Association shall make a good faith effort to emphasize the importance that the tenant avoid further infractions so that further charges against them by the Owner can likewise be avoided.
- 11. <u>VIOLATION OF REGULATIONS</u>. It is in the interest of all Owners, residents, tenants and their guests that all concerned comply with these regulations and that violations be appropriately and promptly dealt with. Violations can result in towing of vehicles, as provided above regarding vehicle violations, or may result in fines of up to \$100.00 per day, not to exceed \$1,000.00, as provided in the Florida Statutes. In the case of a violation that results in damage or extra expense to the Association, the Owner can be charged with such expense. Other legal proceedings, such as but not limited to suit for injunction may be initiated. In any legal proceedings regarding the enforcement of these regulations or Use Restrictions in the Declaration, the Association shall in addition to any other relief be entitled to recover its costs and reasonable attorney's fees.



22400 Front Beach Road
Panama City Beach, Florida 32413

Welcome to Sunnyside Beach and Tennis Condominiums (Sunnyside), The following Sunnyside Rules and Regulations have been established to ensure the security, enjoyment and comfort of all owners and guests. The pleasantness of your stay at Sunnyside will be enhanced by a congenial atmosphere, in which all residents have proper regard for the comfort of other owners and guests.

Office 850.234.3385, Fax 850.236.1730

ARRIVAL - ALL GUESTS MUST REGISTER with office as soon as possible, "In season" office hours are 9:00 – 5:00 on Monday – Friday and 9:00 – 6:00 on Saturday, Check-in is 3:00 and check-out is 10:00.

UNITS - Units are individually owned and furnished. Please do not move any furnishing to including dishes/silverware etc. from one unit to another. After each rental, units are inventoried by our Housekeeping Staff for the appropriate number of towels, linens, china, glassware, silverware, pots & pans and serving ware for as many guests are allowed in a unit. Missing, broken or damaged items should be reported at check-in to avoid being charged at check-out.

OCCUPANCY - Two bedroom units have a maximum occupancy of eight overnight guests. Three bedroom units have a maximum occupancy of ten overnight guests.

VEHICLES - Unit Owners are expected to display their Sunnyside vehicle decal on the driver's side of their windshield or a Visitors Pass attached to the mirror. Guest must display a Visitors Pass at all times that their vehicle is on Sunnyside property. This applies to overnight parking as well as Sunnyside's private beachfront parking. Dated Visitors Passes will be provided to guests at registration.

PARKING – Park in one of the two numbered parking spaces designated for your unit's use. Visitor's spaces are available on first come-first serve basis. Vehicles are limited to one space and should not extend over sidewalks. Boats and trailers should not be parked in unit parking spaces, Contact the office for addition boat and trailer parking information. Do not park on the grass strip between the drive and fence or any other grassed area as there are sprinkler heads that may be broken.

COURTYARD – The Courtyard is for the enjoyment of all owners and guests. No golf or baseball allowed in the courtyard. (Slices and fouls are bad for the windows.) Chairs, towels, blankets and such should not be left in the grass. They interfere with cutting, trimming, fertilizing and general maintenance.

PETS - Owners and guests must have their pet on a leash at all times when in a public area. Owners and guests MUST CLEAN UP after their pet. Pets are not allowed in the courtyard and should be walked in the grass area between the drive and the fence. Guests will only be permitted to have pets when permission of the owners has been given in advance.

SWIMMING POOL AND BEACH - There is no lifeguard at Sunnyside's pool or beach area. Swimming is at your own risk!

ABSOLUTELY NO GLASS in the pool area. Strictly Enforced!

Pool hours are from 9:00AM until 10:00PM. Posted pool rules must be obeyed by all pool users. Using the pool without proper swimming attire is prohibited. Infants and other persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing. For safety reasons, children under 12 years of age may not use either pool unless supervised by a responsible adult over the age of 18 years. All personal belongings such as towels, sunglasses, books, etc. must be removed upon leaving the pool or beach areas. (The City of Panama City Beach may remove and discard personal items left on the beach.) Neither Sunnyside nor its employees are responsible for the damage, loss, or theft of personal belongings left in the pool area or at the beach.

MAINTENANCE – All maintenance and repair items requiring the use of Sunnyside personnel must be scheduled through the Office. Neither owners nor guests should direct staff unless coordinated through the Office.

TENNIS COURTS - Appropriate attire and tennis shoes must be worn on the tennis courts. Sign-up sheets for tennis court times are available in the Office and when there are parties in line to play, courts may only be reserved for one hour of playing time for a group. Tennis courts are to be used at the player's own risk. Bicycles, skates, and skateboards etc. are not allowed on tennis or shuffle board court surfaces.

CLUB HOUSE AND OFFICE - Smoking and wet swimsuits are not allowed in the Clubhouse at any time. Clubhouse is under continuous video surveillance. Hours are 9:00AM to 12:00RM. Children under 12 must be supervised after 8:00 PM and parents/adult guests are responsible for any damage done in the Clubhouse by children in their charge.

Most of Sunnyside's Rules and Regulations are based on simple courtesy. Courtesy hours are observed from 10:00 PM to 8:00 AM where guests are expected to refrain from loud noise/music/conversation on balconies, patios, and all common areas. At all times, please be courteous with respect to noise levels inside and outside the units. There is a \$25.00 registration fee for all guest.

This summary of the Sunnyside Rules and Regulations cover most instances that guests need to know. Ask the office personnel if you would like a complete list of rules and regulations.

Information That You can Use -

The telephone number at the Office is: 850-234-3385

For after-hours lock outs or emergencies, call 238-5411 or 532-5312. (After-hours lock out fee is \$50.00.)

The Internet Password for the common modem is beach22400

Check-out time is 10:00 AM Central Time. Check-in time is 3:00 PM

Our email address is: ssbtpc@comcast.net
Our web site is: www.sunnysidebeachcondo.com

Thank you for choosing Sunnyside Beach and Tennis Condos. We know you had a choice and we are proud that you selected us. We are proud of our 20 plus acres with lots of green space, parking at your door, 350 feet of private beach front and no elevators on the property. Please let us know if we are missing an opportunity to serve you better and we hope to see you back for years to come!

E-mail: ssbtpc@comcast.net www.sunnysidebeachcondo.com

Proposed Procedures for Scheduling Events at Sunnyside Beach and Tennis Condominiums

Sunnyside Beach and Tennis Condominium Association ("Sunnyside") has adopted the following policies and procedures to be used for scheduling events on any Sunnyside Property:

1. Definitions:

- (A) "Event" A function involving five or more non-affiliated persons held on Sunnyside Property not sponsored by Sunnyside.
- (B) "Affiliated Person" Persons who are owners, officers, employees, long term residents or other parties designated by the President or Board of Directors.
- (C) "Long Term Residents" Individuals who have signed leases for Sunnyside Units for a period in excess of one hundred eighty (180) days.
- (D) "Non-Affiliated Party" Persons or parties who are not affiliated persons.
- (E) "Sponsored Event" An event that is hosted by an Affiliated Person.
- (F) "Sponsor" An Affiliated Person, who hosts, schedules, coordinates and insures/indemnifies Sunnyside for all liability for a Sponsored Event.
- (G) "Non-Sponsored Events" Events hosted by a Non-Affiliated person.
- (H) "Special Events Insurance Policy" An insurance policy issued by an A.M. Best rated company that lists Sunnyside as an "additional insured" on the dates preceding, date(s) of and date following an Event.
- (I) "Standard Hourly Rate" The hourly rate normally charged to Sunnyside Owners for Sunnyside to complete work orders within a unit.

2. Procedures – Sponsored Event:

- (A) Before an event may be scheduled, the Sponsor must contact the Sunnyside CAM and/or the President or Vice President to reserve a date, time and facilities to be used for the event.
- (B) If permission is granted, a written notice will be delivered to the Sponsor and Sponsor must acknowledge that they have read and agree to the terms of this policy.
- (C) The Sponsor a must agree that they will be responsible for any liability assigned to Sunnyside as a result of the Event and purchase a Special Events Insurance policy showing Sunnyside as an additional insured. The minimum amount of coverage required is \$1,000,000 in aggregate with \$500,000 per occurrence and \$5,000 medical expenses per person.
- (D) Sponsor must agree that they will be responsible for any damages that occur to Sunnyside Property as a result of hosting the Event.
- (E) Sunnyside personnel may be employed to participate in set up and removal of equipment and other special arrangements required by the event (including cleaning of the buildings and grounds not adequately cleaned by the Sponsor.) If work is performed within the employee's normal working hours, the Sponsor will be assessed the Standard Hourly Rate. (Sunnyside's and Owner's normal requirements will take precedence over any event preparation.) Work performed by Sunnyside personnel outside of normal work hours will be at a rate negotiated between the employee.

- 3. Procedures Non-Sponsored Event:
 - (A) Before an event may be scheduled, the Non-Affiliated Party wishing to host an Event must contact the Sunnyside CAM and/or the President or Vice President to reserve a date, time and facilities to be used for the event.
 - (B) If permission is granted, a written notice will be delivered to the Non-Affiliated Party and he/she must acknowledge that they have read and agree to the terms of this policy.
 - (C) Permission will only be given to Non-Affiliated Parties when the Non-Affiliated Party has contracted to rent a minimum of five Sunnyside Rental Program units for the standard rates and times normally required of other non-affiliated renters.
 - (D) Additionally, a non-refundable deposit of \$500.00 must be delivered to Sunnyside upon acceptance and acknowledgement of the written permission. Permission will be contingent upon payment of this deposit.
 - (E) The Non-Affiliated Party agrees to indemnify Sunnyside for any liability associated with participation in the Event and purchase a Special Events Insurance policy showing Sunnyside as an additional insured. The minimum amount of coverage required is \$1,000,000 in aggregate with \$500,000 per occurrence and \$5,000 medical expenses per person.
 - (F) The Non-Affiliated Party must agree that they will be responsible for any damages that occur to Sunnyside Property as a result of hosting the Event.
 - (G) Sunnyside personnel may be employed to participate in set up and removal of equipment and other special arrangements required for the event (including cleaning of the buildings and grounds not adequately cleaned by the Non-Affiliated Party.) If work is performed within the employee's normal working hours, the Non-Affiliated Party will be charged the Standard Hourly Rate. (Sunnyside's and Owner's normal requirements will take precedence over any event preparation.) Work performed by Sunnyside personnel outside of normal work hours will be at a rate negotiated between the employee and the Non-Affiliated Party.
 - (H) Sunnyside may, in its sole discretion and at the Non-Affiliated Party's expense, have prepared, by an attorney of its own choosing, an agreement outlining terms set forth in this agreement.
- 4. Waiver of Requirements Any of the foregoing provisions may be waived upon approval of the President and Vice President of the Sunnyside Board.



MAINTENANCE – All maintenance and repair items requiring the use of Sunnyside personnel must be scheduled through the Office. Neither owners nor guests should direct staff unless coordinated through the Office.

TENNIS COURTS - Appropriate attire and tennis shoes must be worn on the tennis courts. Sign-up sheets for tennis court times are available in the Office and when there are parties in line to play, courts may only be reserved for one hour of playing time for a group. Tennis courts are to be used at the player's own risk. Bicycles, skates, and skateboards etc. are not allowed on tennis or shuffle board court surfaces.

CLUB HOUSE AND OFFICE - Smoking and wet swimsuits are not allowed in the Clubhouse at any time. Clubhouse is under continuous video surveillance. Hours are 9:00AM to 12:00AM. Children under 12 must be supervised after 8:00 PM and parents/adult guests are responsible for any damage done in the Clubhouse by children in their charge.

Most of Sunnyside's Rules and Regulations are based on simple courtesy. Courtesy hours are observed from 10:00 PM to 8:00 AM where guests are expected to refrain from loud noise/music/conversation on balconies, patios, and all common areas. At all times, please be courteous with respect to noise levels inside and outside the units. There is a registration fee for all guests.

This summary of the Sunnyside Rules and Regulations cover most instances that guests need to know. Ask the office personnel if you would like a complete list of rules and regulations.

Information That You can Use -

The telephone number at the Office is: 850 234-3385 For after-hours lock outs or emergencies, call 850 238-5411 or 850 532-5312. (After-hours lock out fee is \$50.00.)

We have three separate WiFi Networks:

Sunnyside 1

Sunnyside 2

Sunnyside 3

The Internet Password for the common modem is beach22400

Unit WiFi Network:

Unit WiFi Password:

Check-out time is 10:00 AM Central Time. Check-in time is 3:00 PM

Our email address is: ssbtpc@comcast.net

Our web site is: <u>www.sunnysidebeachcondo.com</u>

Beach Access Code:

Thank you for choosing Sunnyside Beach and Tennis Condos. We know you had a choice and we are proud that you selected us. We are proud of our 20 plus acres with lots of green space, parking at your door, 350 feet of private beach front and no elevators on the property. Please let us know if we are missing an opportunity to serve you better and we hope to see you back for years to come!



Welcome to Sunnyside Beach and Tennis Condominiums (Sunnyside), The following Sunnyside Rules and Regulations have been established to ensure the security, enjoyment and comfort of all owners and guests. The pleasantness of your stay at Sunnyside will be enhanced by a congenial atmosphere, in which all residents have proper regard for the comfort of other owners and guests.

ARRIVAL - ALL GUESTS MUST REGISTER with office as soon as possible. "In season" office hours are 9:00 – 5:00 Monday – Friday, 9:00 – 6:00 on Saturday and 12:00 to 4:00 on Sunday. Check-in is 3:00 and check-out is 10:00.

UNITS - Units are individually owned and furnished. Please do not move any furnishing to including dishes/silverware etc. from one unit to another. After each rental, units are inventoried by our Housekeeping Staff for the appropriate number of towels, linens, china, glassware, silverware, pots & pans and serving ware for as many guests are allowed in a unit. Missing, broken or damaged items should be reported at check-in to avoid being charged at check-out.

OCCUPANCY - Two bedroom units have a maximum occupancy of eight overnight guests. Three bedroom units have a maximum occupancy of ten overnight guests.

VEHICLES - Unit Owners are expected to display their Sunnyside vehicle decal on the driver's side of their windshield or a Visitors Pass attached to the mirror. Guest must display a Visitors Pass at all times that their vehicle is on Sunnyside property. This applies to overnight parking as well as Sunnyside's private beachfront parking. Dated Visitors Passes will be provided to guests at registration.

PARKING – Park in one of the two numbered parking spaces designated for your unit's use. Visitor's spaces are available on first come-first serve basis. Vehicles are limited to one space and should not extend over sidewalks. Boats and trailers should not be parked in unit parking spaces, Contact the office for addition boat and trailer parking information. Do not park on the grass strip between the drive and fence or any other grassed area as there are sprinkler heads that may be broken.

COURTYARD – The Courtyard is for the enjoyment of all owners and guests. No golf or baseball allowed in the courtyard. (Slices and fouls are bad for the windows.) Chairs, towels, blankets and such should not be left in the arass. They interfere with cutting, trimming, fertilizing and general maintenance.

PETS - Owners and guests must have their pet on a leash at all times when in a public area. Owners and guests MUST CLEAN UP after their pet. Pets are not allowed in the courtyard and should be walked in the grass area between the drive and the fence. Guests will only be permitted to have pets when permission of the owners has been given in advance.

SWIMMING POOL AND BEACH - There is no lifeguard at Sunnyside's pool or beach area. Swimming is at your own risk!

NO SMOKING INSIDE UNITS OR IN POOL AREA

NO GLASS AT POOL AREA

NO SKATEBOARDS IN COURTYARD

HOVERBOARDS ARE NOT ALLOWED ANYWHERE ON THE PROPERTY

DRONES ARE NOT ALLOWED ANYWHERE ON THE PROPERTY

Pool hours are from 9:00AM until 10:00PM. Posted pool rules must be obeyed by all pool users. Using the pool without proper swimming attire is prohibited. Infants and other persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing. For safety reasons, children under 12 years of age may not use either pool unless supervised by a responsible adult over the age of 18 years. All personal belongings such as towels, sunglasses, books, etc. must be removed upon leaving the pool or beach areas. (The City of Panama City Beach may remove and discard personal items left on the beach.) Neither Sunnyside nor its employees are responsible for the damage, loss, or theft of personal belongings left in the pool area or at the beach.