



# **BREEZY VILLAGE ASSOCIATION, INC.**

## **55+ Community**

### **Not-For-Profit Corporation**

#### **RULES & REGULATIONS**

##### **INTRODUCTION**

A Board of Directors is permitted to adopt rules “reasonably related to the promotion of the health, happiness, and peace of mind of the homeowners.” (720.304 (1)) In the interest of protecting homeowners, preserving property values and enhancing the quality of life within the community, the Board of Directors has developed a standard set of rules and procedures. These rules are intended to comply with all applicable federal, state, and county laws, and regulations; any conflict between the provisions herein must be resolved in favor of the law. Further, these rules are intended to supplement the BVA Declaration of Restrictions, Covenants, and Conditions (DRC&C) and/or any Articles of Incorporation and By-Law provisions that address the topics set forth below, not to supplant or amend them. In the event of an inconsistency or conflict between these Rules and the DRC&C, Articles of Incorporation, or By-Laws of the Corporation, the DRC&C, Articles of Incorporation and/or By-Law provisions must supersede and apply. In the event that any provision of this instrument must be determined to be invalid or unenforceable by any Court of competent jurisdiction, such determination will not affect the validity of any other provision herein.

Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).

These rules and regulations will be strictly adhered to and may result in Fines, Penalties, Suspension, or Arrest. These rules may be revised or amended at any time at the discretion of the Breezy Village Association, Inc., Board of Directors.



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##### **RULES FOR THE RECREATIONAL VEHICLE STORAGE AREA**

1. To rent a space in the RV area, you must be a property owner and your proof of ownership such as title or registration of stored vehicle must be provided at time of signing RV rental contract. When no longer an association member, any property must be removed within thirty (30) days or will be considered abandoned property.
2. At the discretion of the RV Director, multiple space rentals or temporary rentals will be permitted, if space is available.
  - a. One space for water/electric if available per member.
  - b. The RV area is for storage of wheeled vehicles and boats only. No other personal property is allowed.
3. BVA property owners renting an RV space for storage of an RV must fill out the proper contract and pay rental fees in advance of storing the RV. The rental contract is:
  - a. \$75.00 (no water or electricity) or \$100.00 (with water and electricity) per space for the Fiscal Year which is May 1<sup>st</sup> – April 30<sup>th</sup>.
  - b. Payment is due on May 1<sup>st</sup> each fiscal year. A gate key will be provided when the contract is issued, and the key must be returned when the RV space is no longer utilized or rented.
  - c. Only one (1) RV vehicle will be assigned to each space.
  - d. If the storage lot area you previously rented needs to be cleaned by BVA, you will be sent an invoice for that cleanup.
4. A person (tenant) renting from a property owner, or a guest of a property owner may rent a RV space, if available, for a fee of \$75.00 per space per Fiscal Year. Your proof of ownership such as title or registration of stored vehicle must be provided at the time of signing the RV rental contract. The key must be returned when the RV lot is no longer utilized or rented. No electric or water is available to rental persons, this is for owners only.
5. Any violation of regulations will be the reason for termination of contract.
6. Renter may provide suitable ground covering: gravel, millings, wooden planks or pavers ONLY.
7. All stalls must have a minimum width of twelve (12) feet and a minimum depth of thirty (30) feet.
  - a. Parking against the fence is prohibited, there must be three (3) feet from the fence.
8. If vehicles are towed, that will happen at the owner's expense.

\*\*\* See Attachment C - [Storage Lot Agreement](#)

BREEZY VILLAGE ASSOCIATION, INC. 9600 96<sup>TH</sup> WAY, SEBASTIAN, FL 32958

APPROVED BY UNANIMOUS BOARD OF DIRECTORS VOTE ON 9/25/2024

Revised 7/30/2025



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#### **RULES FOR USE OF SWIMMING POOL**

**THERE IS NO LIFEGUARD – EVERYONE WHO USES THE POOL DOES SO AT THEIR OWN RISK AND SOLE RESPONSIBILITY. IF THERE IS AN EMERGENCY-- CALL 911 (PHONE IS ON THE CLUBHOUSE PORCH).**

BVA has created the following rules and regulations to protect the safety and health of homeowners/residents and guests when using the community pool. Abiding by these rules and regulations will reduce expenses and liability to both the BVA and the homeowner. Our community pool is private and is for homeowners, tenant/residents, their families, and guests, and is governed by BVA.

1. Hours of operation are 8:00 AM to one-half hour before dusk (unless closed by the Health Dept. or for maintenance). Absolutely no one is allowed in or around the pool area before dawn or after dusk, per our operating license.
2. BVA does not assume responsibility for any accident or injury in connection with such use. BVA is not responsible for any money or property loss sustained by homeowner, tenant/residents or their guests when using the pool. (Leave valuables at home.)
3. Homeowners will be held responsible for all actions of their tenants/residents, families, and guests.
4. Homeowners, tenants/residents, families, and guests are requested to caution their children to observe all rules and regulations and obey instructions. Parents or responsible adults must accompany and be responsible for any child under eighteen (18) years of age.
5. Any person may be barred from the pool area at the discretion of the BOARD OF DIRECTORS for violation of the rules and regulations, or for any other reasons, which in their judgment constitutes a hazard to others or to BVA.
6. Anyone having infectious diseases, open wounds, bandages, chicken pox, conjunctivitis (pink eye), nasal discharge, ear discharge, will be denied access to the pool. The health department states that such issues compromise water cleanliness and potentially harm other people in the pool.
7. Remove all suntan lotions and oil with a towel before entering the pool. It is recommended that a shower be taken before entering the pool. The Pool Shower is for rinsing only, NOT BATHING. NO soaps, shampoos, or conditioners.
8. POOL FURNITURE: Suntan lotions and oils are a major cause of deterioration of the chaise lounges and chairs. The lounges and chairs must be covered with a towel before use.
9. POOL UMBRELLAS: When leaving the pool area, please close any umbrellas that might be opened and secure with the bungee cord.
10. Only people attired in bathing suits or trunks may enter the pool. Cut-off clothing with unfinished hems is prohibited. Loose threads clog the filter/pump.

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11. NO DIVING is permitted. The pool is not suitable for diving. Running, rough play, pushing or shoving at, in or near the pool or patio area is not permitted.
12. NO ELECTRICAL DEVICES ARE ALLOWED on the pool deck or in the pool.
13. NO GLASS CONTAINERS or breakable objects are PERMITTED inside pool enclosure (Florida State Law). For safety reasons, all liquids must be in plastic containers or aluminum cans.
14. NO GUM, FOOD OR DRINK allowed in the pool.
15. NO PETS, SKATES, SKATEBOARDS, BICYCLES AND SIMILAR DEVICES are allowed inside the pool area.
16. SERVICE ANIMALS and electric medical devices are permitted in the pool area but not in the pool itself.
17. SMOKING is allowed only in the designated area.
18. Non-visible consumption of alcoholic beverages is allowed in the pool enclosure. Any person becoming intoxicated will result in authorities being called.
19. NO abusive or profane language or breach of the peace will be tolerated. Any drug use, fighting, or sexual assault will result in authorities being called.
20. Any homeowner, tenant/residents and their guests of the community not following the rules may be asked to leave the pool area.



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#### **RULES FOR USE OF CLUB HOUSE**

1. Property owners only may reserve the Clubhouse for a \$50 reimbursable fee for Private Events. ATTACHMENT D
2. No smoking is permitted in the Clubhouse.
3. Anyone wishing to reserve the Clubhouse should contact those in charge.
4. When reserving the Clubhouse, please ensure you also reserve 24 hours in advance to set up. Providing there are no other functions. (Set up for functions, are only allowed 24 hours in advance)
5. A monthly calendar will be posted of all scheduled events.
6. Clubhouse will be open from 8:00 AM to one-half hour before dusk unless scheduled for evening use.
7. Clubhouse must be left clean and neat after each use.
8. Garbage must be placed in outside container after each function.
9. Rear bathroom doors must be unlocked during hours of Clubhouse use.
10. Check air conditioning, fans, and lights before leaving. Evening users must plan to lock up. ATTACHMENT E
11. BVA will furnish bathroom tissue and paper towels and cleaning supplies.
12. Anyone using the Clubhouse must use their own paper supplies for private events.

\*\*\* See attachment D - [Property Owners Private Event Reservations](#)

\*\*\* See attachment E - [Lock-Up Procedures](#)



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#### **HOME INSTALLATION PROCEDURES**

1. Before installing a new home or making any changes/additions/alterations to your current home or on your property as outlined in Breezy Village Association, Inc., DRC&C you are required to:
  - a. Fill out in duplicate; Architectural Review Request Approval Form for New Installation/Changes/Additions/Improvements and deliver to the BOARD OF DIRECTORS or Secretary at least five (5) days before the board meeting.
  - b. You can ask for these forms from any member of the board or you can pick up the forms from the box hanging on the wall inside the Clubhouse next to the bulletin board and above the Maintenance Fee Box or here: [BVA Architectural Review Request](#)
  - c. On these request forms, state the nature of all installation, changes, additions, alterations, etc. Attach a drawing or preferably a plot plan showing the area to be changed. State the size of your requested change and the material you want to use. Note the conditions on your request form.
2. The BOARD OF DIRECTORS will process your request in a timely matter and then will submit their decision at the next BOARD OF DIRECTORS Meeting for their approval. A BOARD OF DIRECTORS Meeting is held the last Wednesday of every month.
3. After the BOARD OF DIRECTORS approval or disapproval, a DECISION LETTER IN WRITING will be given to you (either hand delivered or mailed if you aren't in the park).
4. When you receive a DECISION LETTER APPROVING your request, then you are required to go to the Indian River County Permit Office and receive either permits or a waiver of permit (if none is needed) and submit to the BOARD OF DIRECTORS before you can proceed with your project.
5. The BOARD OF DIRECTORS will check on the relevant approved changes as progression takes place. Any deviation in your Architectural Control approved changes will require you to go through the approval process again. Any changes which aren't approved will be subject to the removal of those non-approved changes.

\*\*\* See attachment F & G – [Architectural Request Form](#)

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#### PARKING RULES

Florida Statute 720.3045

Installation, display, and storage of items - Regardless of any covenants, restrictions, bylaws, rules, or requirements of an association, and unless prohibited by general law or local ordinance, an association may not restrict parcel owners or their tenants from installing, displaying, or storing any items on a parcel which are not visible from the parcel's frontage or an adjacent parcel, including, but not limited to, artificial turf, boats, flags, and recreational vehicles.

Indian River County 912.17

(3) Unenclosed storage of recreational vehicles, trailers and boats

(a) Any recreational vehicle not in normal daily usage for transportation of the occupants of the residence shall be considered as "stored" for purposes of this chapter.

1. Passenger cars, sports utility vehicles, pick-up trucks, motorcycles, motorbikes or motor scooters: these vehicles must be parked on the concrete or asphalt driveway of the owner's property. No vehicle or vehicle part is permitted to extend beyond the end of the driveway or to protrude out over the edge of the street. All vehicles must be properly licensed and operational. No inoperable or junk vehicles are permitted.
2. There will be no street parking from Sunset to Sunrise on BVA Community Streets.
3. Street parking is permitted, with a six (6) hour limit. Parking on the street may not block postal service, package delivery, trash collection or any adjacent neighboring driveway. Street parking must not interfere with emergency vehicle passage or access.
4. Yard or lawn parking: No vehicles may be parked completely or partially on the lawn of any owner or on any common area lawn or grassy areas. (Except in the Clubhouse Unpaved space as stated below)
5. Commercial vehicles: Box trucks, semi tractors, tow trucks or other large trucks, contractors such as plumbers, pool service, yard service etc. will be permitted to park in the driveways or on the streets for as long as it takes to provide their service to the homeowner. No overnight parking is permitted unless it is an emergency and work is continuing.
6. No boat, boat trailer, camper, RV or similar personal property may be stored on any lot (home site) or any roadway or driveway in the said subdivision, except for up to eight (8) hours for loading, unloading, or cleaning unless stored in a separate area provided by the Association for storage at a reasonable fee, provided space is available. No camper or RV, while parked in the Subdivision, may be used for habitation, either temporarily or permanently. (Per Recorded Declarations 8/23/2024)

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7. Boats, boat trailers, utility trailers and recreational vehicles: Space is provided, at a fee, for owners and guests to park their boats, trailers and RVs. This area is fenced, lighted and has a locked gate. However, BVA does not assume any responsibility for property stored/parked in this area. A contract must be signed, and proof of ownership shown before a vehicle can be parked there. (see contract in **RULES FOR THE RECREATIONAL VEHICLE STORAGE AREA**)
8. Clubhouse parking: Paved parking spots in front of the clubhouse and pool are for the exclusive use of owners in good standing and their guests that are using the pool or clubhouse. Overnight parking in front of the clubhouse is prohibited. Space in the RV lot is recommended for long-term overflow parking. Unpaved space is available on the east side of the clubhouse for visitor overnight parking, at the owner's risk.
9. Penalty: Due to parking violations being primarily a safety issue, there will be no grace period to correct the violation. Failure to comply with parking rules of BVA may result in the towing of the vehicle at the vehicle owner's expense.





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#### **POOL TABLE and PING PONG TABLE RULES**

1. Must be 18 years of age or older unless **member/owner** is with the person playing.
2. No drinks or food on the pool table.
3. After use, area must be cleaned up and all table accessories put away.
4. Pool Table is available from 8:30 a.m. until Dusk.
5. For use after Clubhouse closing, player must sign on bulletin board calendar before 5:30 p.m. in winter and 7:00 p.m. summer.
6. The person signing for evening use is responsible for locking up the Clubhouse, the screened porch and dining area.

\*\*\* See attachment E - [Lock-Up Procedure](#)



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##### **DEFINITIONS**

Architectural Review Committee: “ARC” maintains the quality of design within the community. This is the BOARD OF DIRECTORS.

Board of Directors: refers to the elected members of the Association as defined in the governing documents of the Corporation.

Common Area: all real property within a community which is owned by the Corporation or dedicated for use or maintenance by the Corporation or its members, including, regardless of whether title has been conveyed to the Corporation:

Community: the real property that is or will be subject to a Declaration, Restrictions, Covenants, and Conditions, which is recorded in the county where the property is located.

Corporation: Breezy Village Association, Inc. known as “BVA” or “Corporation”

Declaration of Covenants: a recorded written instrument or instruments in the nature of covenants running with the land which subject the land comprising the community to the jurisdiction and control of a corporation or Corporations in which the owners of the parcels, or their corporation representatives, must be members.

Deraigning Title: includes both the duty of a party to prove that they are the grantee in the chain of title to the real property and to show the parties and/or chain of title from which they claim.

Governing Documents:

- A. The recorded Declaration of Restrictions, Covenants, and Conditions, for a community and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and
- B. The Articles of Incorporation, Bylaws, and Rules of the homeowners’ Corporation and any duly adopted amendments.

Homeowner: legal owner/s of the property

Homeowners’ Corporation or Association: a Florida corporation responsible for the operation of a community or a mobile home subdivision in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel. The term “homeowners’ association” does not include a community development district or other similar special taxing district created pursuant to statute.

Landlord/Homeowner/Lessor: the legal owner that is leasing or renting their property.

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Maintenance Fee: - a sum or sums of money payable to the corporation, other owners of common areas, or to recreational facilities and other properties serving the parcels by the owners of one or more parcels as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel.

Member: a member of a corporation, and may include, but is not limited to, a parcel owner or a corporation representing parcel owners or a combination thereof, and includes any person or entity obligated by the governing documents to pay an assessment or amenity fee.

Officer: President, Vice-President, Secretary, Treasurer which are appointed by the Board from the directors elected by the members.

Parcel: a platted or unplatted lot, tract, unit, or other subdivision of real property within a community, as described in the Declaration:

- A. Which is capable of separate conveyance; and
- B. Of which the parcel owner, or a Corporation in which the parcel owner must be a member, is obligated:
  - a. By the governing documents to be a member of a Corporation that serves the community; and
  - b. To pay to the Corporation assessments that, if not paid, may result in a lien.

Parcel Owner: the record owner of legal title to a parcel.

Rental(s): Home/property within BVA that is rented, leased or occupied by residents other than the legal owner.

Special Assessment: is a standalone charge above and beyond the normal monthly maintenance fees for the association, usually for a one-time expense or potentially a major item that was not in the budget.

Tenant/Lessee: the resident that is leasing or renting from the legal owner.

Tenant/Resident: renter or family members residing weekly, monthly, annually, seasonally, etc.

Voting interest: the voting rights distributed to the members of the Corporation, pursuant to the governing documents.



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#### **2024 FEE SCHEDULES**

SUBJECT TO CHANGE

All fees and charges are subject to change based on budgeting reason by the Board of Directors for Breezy Village Association, Inc. 720.305 (2)

FEES AND CHARGES		DUE DATE
MAINTENANCE FEE	\$720.00/YEAR OR \$60.00/MONTH	MAY 1 <sup>ST</sup> OF EACH YEAR OR 1 <sup>ST</sup> OF EACH MONTH
RV STORAGE WITH PROPER CONTRACT	\$75.00 NO ELECTRIC OR WATER	MAY 1 <sup>ST</sup> OF EACH YEAR
RV STORAGE WITH PROPER CONTRACT	\$100.00 WITH ELECTRIC AND WATER	MAY 1 <sup>ST</sup> OF EACH YEAR
EXTRA KEYS FOR COMMUNITY PROPERTY	\$10.00 PER KEY	DUE AT TIME OF REQUEST
GUEST PARKING WITH PROPER CONTRACT FOR RV STORAGE LOT	\$75.00	YEARLY
PARKING VIOLATION	\$20.00/INCIDENT/DAY	ON RECEIPT
LATE CHARGES FOR MAINTENANCE FEE	\$10.00 MONTHLY IF PAID AFTER THE 9 <sup>TH</sup> DAY	SUBJECT TO LATE FEES AND ATTORNEY FEES
ARCHITECTURAL CONTROL VIOLATION	\$75.00/INCIDENT/DAY	SUBJECT TO ATTORNEY FEES
VIOLATIONS SET FOURTH IN Florida Statutes 720.305	\$75.00/INCIDENT/DAY	SUBJECT ATTORNEY FEES

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