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# COVE CAY VILLAGE I RULES & REGULATIONS

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Approved April 26, 2016



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## ARTICLE I: OWNERSHIP, USE & OCCUPANCY

1. Pursuant to Chapter 718 of the Florida Statute, also known as the Condominium Act, and the governing documents of the Cove Cay Village I Association, Inc., (hereinafter referred to as the "Association"), the Board of Directors has the power to adopt reasonable Rules and Regulations relating to the use of both the common elements and the units. These rules and regulations shall apply to all unit owners, Lessee's, visitors and any occupant of this unit with the ultimate responsibility for compliance resting with the owners. Unit owners are responsible for assuring that all the occupants are given a copy of these rules and regulations and that all guests and visitors observe them as well. Failure to do so will make the Owners responsible for any infractions along with whatever costs and legal actions are necessary to ensure the compliance of these Rules.
2. Kitchen disposal is for food waste and liquids only. No grease shall be disposed of down the sink as it may clog the drain lines, causing a backup and flooding of the lower floors.
3. No owner shall flush anything down the toilet except environmentally friendly toilet paper.  
**DO NOT FLUSH i.e. depends, disposable diapers, pads, etc.**
4. Each Unit shall be used for the purpose of a single family residence as defined in the Associations Declaration and By-Laws, and for no other purpose.
5. Commercial Use: Industries, businesses, trade or commercial activities may not be conducted in any unit.
6. All window dressings MUST show a white color towards the outside of the window. Unit owners are not permitted to hang anything other than curtains, conventional draperies or blinds in the windows of their unit.
7. Cleanliness: Unit owners must keep their units in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger, permit, or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common elements or other units.

8. Voting: There is only one vote per unit and that applies only to owners. It is the responsibility of each owner to register the voter member at the management office. Under most situations, owners have the right (with certain exceptions such as elections) to appoint a proxy for specific purposes, and to instruct the proxy holder how to vote on issues being voted on by the membership.

9. All unit owners must supply the management office with an extra set of keys in the event of an emergency. If the office does not have a key a locksmith may be called and or damage to your door lock may occur and the expense will be deferred to the owner. Florida Statute 718. gives the management office Right of Entry in the event of maintenance or an emergency to enter the unit. The office will make every effort to notify the owners within 48-hours by phone, email or mail.

## **ARTICLE II: USE OF THE COMMON ELEMENTS-BUILDING AND OTHER AREAS**

1. Pursuant to the governing documents of the Association, the Common Elements are controlled and maintained by the Association, and will be used only for the purposes for which they were designated.

2. Pursuant to Section IV of the Declaration, the following terms are defined as:

a. Common Elements include all areas and improvements outside of the unit boundaries except as otherwise specifically provided in the Declaration, easements through units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to multiple Units and Common Elements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all Units (i.e. walkways, elevators, drive ways, landscaping, meter room, trash chute rooms and dumpster areas)

b. Limited Common Elements: parking spaces, balconies, and Storage Spaces.

3. No person shall conduct any activity that will, or may, permanently destroy or damage association property, or interfere with the proper use by others, or commit any vandalism or improper behavior on the common elements, which interferes with or limits the enjoyment of the common elements by all others in the community.

4. Obstructions: There will be no obstruction of the common elements, nor will anything be stored outside the units without the prior consent of the board except as hereinafter expressly provided. Including, but not limited to, Walkways and Trash Rooms.

5. No personal property of the unit owners or occupants is permitted in any of the Association common areas, including trash room and Walkways.

a. This includes plants, chairs and other personal items on the walkway area. All walkways must be free and clear to allow for a safe entrance and exit in case of an emergency pursuant to the National Fire Protection Association Codes.

b. All personal property left in a common area or walkway shall immediately be removed by management and any costs for removal shall be assessed to the unit owner with a fine for violation of this Rule.

6. Smoking is prohibited in any indoor areas as defined in the Florida Clean Indoor Air Act. This includes the recreation building, and smoking is also prohibited in the swimming pool area with the exception of the designated area for this purpose. Smoking is prohibited in walkways to prevent smoke to those passing by or smoke entering open windows. This includes walkway, elevators and stairways.

7. Trash

a. Trash Containment. Trash may not be stored outside any unit in such a manner as to permit the spread or encouragement of fire or vermin.

b. Rugs or mops may not be shaken or hung from walkways or on any common area.

c. All trash and garbage must be disposed of in the trash chutes between the hours of 7:00 A.M. and 10:00 P.M. only.

d. Items too large for the chute must be hand carried to the dumpsters, located on the ground floor. These items are not to be left in the trash chute room. Door MUST be closed on trash chute room.

e. The Association has recycle containers located in the ground floor trash room. All boxes and other cardboard materials must be broken down for disposal.

f. Pet litter, diapers and other similar waste matter must be double bagged, with ties and carried to the dumpster. Under no circumstances are these waste items to be thrown down the trash chute, as the bags can tear and break.

g. No furniture, appliances, or any other household furnishings may be left or disposed of in the trash or meter room. All unit owners shall be responsible for reimbursing the association the cost of removal and a fine may be imposed of \$100 per day up to \$1000.00.

8. Use of balcony, porches, walkways and other limited common elements.

a. The unit owner or occupant shall keep balcony and porches orderly and clean.

b. Any modifications to the limited common elements must be approved by the Board of Directors.

c. There shall be neither gas nor charcoal grilling on the balconies. Only electrical grills shall be permitted on the balconies.

d. Cooking is strictly prohibited on walkways or any common areas of the association.

This includes electrical grills, which are permissible on porches and balconies

e. All balcony furniture and any other items which may be blown away by high winds must be removed in periods of expected severe storms, including all hurricane and tropical storm watches and warnings.

f. There shall be no stacking of any items or tossing of any type of materials from balconies or walkways.

g. Nothing may be hung over the balcony railings.

9. In the event an owner, or its tenants, guests, or other persons whom they are responsible for, causes damage to association property due to their willful or unwillful negligent acts, those

unit owners shall be responsible to repair, and replace said property at their own expense. **The Rules & Regulations are the responsibility of UNIT Owners to assure tenants, guests & visitors are in compliance.**

### **ARTICLE III: ENFORCEMENT & FINING**

1. The board will manage the day to day affairs of the association and has the right to levy assessments, and maintain repairs and replace the common elements or association property.

2. All violation of these rules and regulations shall be reported immediately to the Association office and/or the management company. Disagreements concerning violations including, without limitations, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, legal authority or assigned committee, whose interpretation of these rules and/or remedial actions shall be relating to. In the event that any person, firm or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be subject to legal action after written notice from the Board of Directors. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association to enforce these rules and regulations. In the event any such action is instituted, and the Association prevails in any such action, the Association shall in addition be entitled to recover its costs and attorney's fees incurred in enforcing these rules and regulations.

3. FINING POLICY: In accordance with Florida statute section 718.303, the Association has the right to levy fines against unit owners, and their tenants, for actions by owners, tenants and guests which fail to comply with the governing documents of the Association. The unit owner is responsible for the actions of all persons occupying or visiting the unit. Fines may be imposed up to a maximum of \$100.00 per day per violation, not to exceed \$1,000.00 for one continuing violation. Owners, occupants and tenants are subject to the assessments of fines.

4. This fining policy is part of the Rules and Regulations of the Association, and addresses the procedure for fining owners, tenants, and other persons who violate the Declaration of Condominium, Bylaws, or Rules and Regulations of the Association.

5. Fines are an alternative to other means of enforcement:

a. The Board of Directors or its appointed agents are charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Bylaws, or the unit, common elements, or Association property are being or have been violated.

b. The Board of Directors shall appoint a Fining Review Committee (the "Committee") of five (5) persons, which shall consist entirely of unit owners other than members of the Board of Directors, or persons related to Board members, and which shall be charged with conducting the hearing and rendering the decision with regard to the levy of fines as herein provided. Alternate members of the Committee may be appointed, to be available to serve should a Committee member resigns or is unavailable for a hearing.

c. In the event that a complaint is received by the Association, or a violation is otherwise determined to have occurred, the Board of Directors (the "Board") or its agents will notify the violator(s), and in appropriate cases, will provide an opportunity for such violation to be corrected within a reasonable time (at least 5 days except in the case of an emergency).

d. If the violation has not been corrected, or in the case of a repeated violation, or a violation of a serious nature that the Board determines does not warrant an opportunity for the violator to correct it, the Board may adopt a proposed fine, up to the maximum amount allowed by law. A fine may be imposed based upon each day that a continuing violation continues. The fine will not become final until a hearing has been held, or waived by the alleged violator.

e. Following the adoption of a proposed fine, the violator shall be notified by certified mail, and a copy of these rules shall be provided, along with a notice that the violator may request a hearing before the Committee within fourteen (14) days of the date of

the violation letter. Alternatively, the Association or the Committee may set the date and time of the proposed hearing prior to sending the letter to the alleged violator, provided that the hearing is at least fourteen (14) days from the date of the notice. The notice to the alleged violator shall also include a short and plain statement of the matters asserted by the Association, as well as a statement of the provisions of the Declaration, Bylaws, or Rules, which have allegedly been violated. Failure to request a hearing within this fourteen (14) days' time frame shall constitute a waiver of the right to a hearing.

f. The Committee shall hold a hearing if requested, after giving the occupant at least fourteen (14) days written notice of the date, time and place of the hearing, unless the alleged violator waives this fourteen (14) day notice requirement. The Committee may overrule or modify the fine following the hearing.

g. The Board will appointed a Chairman, or if the Chairman is absent, the Committee shall appoint a substitute Chairman of the Fining Committee who shall conduct hearings in accordance with the following rules to hear any charges and defenses. The hearing may be audio or video-recorded in the same manner and under the same rules that unit owners are permitted to audio or video-record meetings of the Board of Directors.

i. A representative of the Association shall be heard first, in order to summarize the basis for the proposed fine, and to present any witnesses or documents in support of the proposed fine. Written affidavits are permitted. The use of technical rules relating to evidence and witnesses are not necessary or permitted. A party or witness may also be allowed to appear by telephone conference, provided that the cost involved is paid by the party offering such evidence.

ii. Each party shall have these rights:

1. To be represented by counsel;
2. To call and examine witnesses;
3. To introduce exhibits;
4. To cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;



5. To impeach any witness;

6. To rebut the evidence against him.

iii. The accusing person and/or the allegedly defaulting unit owner must be in attendance at the hearing. The hearing shall be open to attendance by all unit owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, the Bylaws, the Rules and Regulations, or the workings of the Association.

iv. Within ten (10) days, the Committee shall render a decision on the matter. If the decision of the Committee is to uphold the fine, or to impose a reduced fine, the fine shall be payable to the Association within Twenty (20) days from the date that written notice of the decision is sent to the alleged violator(s).

h. Subsequent to the hearing or if no hearing is requested within fourteen (14) days from the date of the letter notifying the violator of the fine, any further enforcement action will be taken by the Board of Directors.

I. Any violator(s) will be responsible for interest, costs and attorneys' fees incurred in the enforcement of the fine, including costs and attorney's fees in connection with any correspondence or hearings, provided that the Committee upholds the fine, in whole or in part. If any fine is final and that payment is due, the Association will be entitled to proceed with further enforcement action, as it deems appropriate.

#### **ARTICLE IV: SALES AND LEASING**

1. The Association is comprised of all unit owners. Unit Owners shall ensure following approval of any lease, the renter meets with the board's designated representative and complete an orientation and indoctrination as well as necessary documentation. The necessary forms are to be provided to the Association with a minimum of 20 days of beginning residency. The Association is to notify the unit owner of approval or disapproval of such proposed lease within 14 days after receipt of the application. This orientation must be completed before the tenant begins occupying the unit. Less than 20 days is considered a "Rush" and there is an additional charge.

2. For any sale or rental you must have the Association's prior approval for occupancy. The following directives must be met prior to closing or leasing:

- a. You must obtain an application from the management office which is to be completed and returned to the office.
- b. With the application, a \$90 non-refundable application fee, per applicant, must be paid at the time of submission with a copy of the proposed lease agreement. (Fee set by Board action)
- c. All tenants shall execute a Lease Addendum approved by the Board of Directors, and all tenants shall be responsible for complying with all rules and restrictions of the Association.
- d. The Board of Directors has 14 business days to review and approve the lease application. All lease applications must be hand delivered to the management office.
- e. All tenants must undergo a national criminal background check. All costs associated with this background check shall be paid by the unit owner as part of the application fee. The Board, within its sole discretion, may deny an application based on the results of the criminal background check, if it determines that a criminal record exists which poses a potential threat to the health, safety or welfare of other residents.
- f. All lease renewals must be approved by the Board of Directors.
- g. A refundable Security Deposit equal to 1 month rent will be collected by the Association.
- h. Two (2) leases per year with a minimum of 91 days each.
- i. NO per person, corporations, or other legal entities may acquire title to more than two (2) units and the owner must live in one (1) of the units.
- j. New buyer of a unit cannot lease the unit for 24 months from the date of closing.

3. Failure by any owner to comply with these Rules and Regulations regarding leasing provisions shall be subject to a \$100 fine per day, not to exceed \$1,000.00 for a continuing violations. In the event the owner fails to cure any breach of these Rules and Regulations, Board shall have the right to file legal action against the unit owner to enforce these rules.

**4. All owners shall be responsible for their tenants' actions, or inactions.**

5. Tenants have the right to use all common facilities when a unit is leased, and owners give up that right unless the tenant waives this right in writing. This is to prevent dual usage of the facilities.

6. By law, there is only one vote per unit and that applies only to owners.

7. All Unit Owners shall be responsible for maintenance issues relating to their unit as provided for in the Declaration and other governing documents. This includes all issues relating to the Unit owners tenants and guests.

**ARTICLE V: GUESTS**

1. "Guests" shall be defined as any person who is not a member of the Owner's family and occupies the Unit at the invitation of the Owner or other legally permitted occupant, without any requirement to contribute money, services or other types of consideration for the occupancy.

2. "Tenant," "Lessee" or "Renter," shall be defined as any occupant of a unit who pays the owner, or provides other consideration for leasing the unit. Units must be leased in their entirety (leasing of part of the unit is not permitted) through an approved application.

3. "Immediate Family Members" shall mean spouses, children, siblings, grandchildren, parents and grandparents. All Immediate Family Members must show their relationship to the management office to avoid the application process described in Article IV, 2 above.

4. A guest staying more than 72 hours must pick up a guest parking pass at the office.

5. "Permanent Occupant" Any person other than the owner or his/her immediate family member, if staying over 30-days in any consecutive 12 month period is considered to be a

Permanent Occupant for purposes of these rules, and must be approved by the Board of Directors in the same manner as tenants under Article II of these Rules for purposes of maintaining the safety and security in the community.

6. Any unit owner or tenant that will be absent during a Guest visitation, shall notify the management office in writing using our "Guest Registration Form". Acceptable notification may be submitted through fax, email, or postal mail. The following must be complied with if overnight guests are staying and the owner/tenant is absent:

a. All Owners and Tenants must provide the management office the name of each guest who will be occupying the unit, and the duration of the Guests' stay.

b. When a unit owner is not present, Guest visitations shall be limited to 15 days per visit, and limited to 2 visits in any given calendar year.

c. The Owner and/or Tenant must stipulate in writing, that the Guest is not paying any remuneration for rent or utilities.

d. All Unit owners, lessees and Guests must be admitted through security. Unauthorized persons will be denied entry.

e. upon arrival of a day Guests, security shall issue a day pass.

f. Upon arrival, all Guests must visit the Management office to register and obtain a visitors pass and sign the required Guest Form filled out by the owner prior to the visit.

g. Unit owners and or tenants shall provide their Guests with a set of keys to the unit. Under no circumstances is the management office to open a door for a Guest.

h. In the Owners' absence, approved Guests may not entertain overnight Guests of their own without written permission from the Owner, and a copy of such written permission shall be furnished to the management office.

#### **NUMBER OF OCCUPANTS:**

Only the number of guests authorized may occupy the unit in the absence of the unit owner.

Only the approved lessee(s) can occupy the unit

In no event shall the number of persons in residence exceed the following:

Efficiency	2 persons
One bedroom	3 persons
Two bedrooms	4 persons
Three bedrooms	6 persons

7. A guest or lessee shall be given a copy of the governing rules and regulations by the owner and must acknowledge that they will comply with all of the rules and regulations of the Condominium.

8. Violations of Guest Procedure and damages. Any unauthorized Guests cannot be admitted and shall subject the Unit Owner to a fine per Article II above.

#### **ARTICLE VI: ALTERATIONS AND REMODELING BY UNIT OWNERS**

1. No alterations, additions, or improvements may be made to the common elements unless in accordance with the Association's Declaration. The board shall have the right to take any and all legal action and remedies necessary under the law, including filing legal action for an injunction to prevent or undue any alterations to the common elements contrary to the governing documents of the association and under Florida law.

2. It is the Association's responsibility to maintain and repair the common elements of the Association. This provision includes, but is not limited to

a. Alterations to the exterior to the building

3. Flooring and other Alterations or remodeling inside the units.

a. Any changes to the units' floor covering, must be approved in writing by the Board of Directors to ensure the proper materials are used for soundproofing, in accordance with the Associations' specifications. All floor modifications must be approved after

completing an application form and providing details regarding soundproofing measures. The board's designated representative shall have 15 days to review the application for the requested work, and may impose conditions or inspection requirements prior to the alterations being made.

b. Any physical alterations or remodeling inside a unit, requires an application to be submitted to the board for approval prior to commencing. The application should include specifications of sound proofing or a sample. In addition, include the contractor's license, proof of insurance and any permits required to complete the job.

The following is a list of most common alterations (although not limited to) that require an application:

- Flooring (carpet, hard wood, vinyl, laminate, tile etc.)
- Plumbing (e.g. hot water heater, etc.)
- Electrical work (e.g. A/C unit, new lighting, etc.)
- Cabinetry
- Changes to interior walls, etc.

The application should include details relating to the work to be done. A \$200 refundable deposit must be made prior to any work commencing, to protect against any damage to the common elements. Following completion of the work an inspection for damages to the common area will be done. If no damages are found your deposit will be returned.

4. Antennas: Exterior antennas for radio, CB, or television that are visible from the common elements are not allowed on exterior of building. Satellite dishes in excess of 1 meter, measured diagonally at the widest dimension, are prohibited. All television and other antennas shall be located within the interior of a building.

a. All external antennas should be camouflaged and located so as to minimize the visual impact on the community.

b. Each notice of intent to install an antenna must be submitted to the Association. A scaled drawing, and one or more photos with dimensions indicated showing the

proposed location and size of the antenna (including all related cabling and equipment). The drawing or pictures must show all sides from which the antenna will be visible. If the installation is contrary to the approval of the Association, or the procedures are not followed, removal or relocation may be required at the expense of the owner.

5. Interior alterations to Units: All interior alterations to a Unit that may affect the common elements of the association must be approved by the Board's designated representative in writing.

a. Under no circumstances are any alterations to be made to any boundary walls.

b. Unit owners are responsible to ensure the common elements are not damaged during construction and remain clean through completion. This includes walkways, trash rooms and stairwells.

c. The association shall notify the owner of any violation(s) and will arrange for repair or notify cleaning of any common elements where the Owner or Contractor fails to cure said violation(s) at the owners cost.

d. Tinting windows or doors are strictly prohibited.

e. Windows must be caulked on the inside and outside to include the back lanai.

6. Painting exteriors: Approved Cove Cay materials and colors must be used for exterior repairs and painting. Consult with management office

#### **ARTICLE VII: ACTION OF OTHERS AND OCCUPANTS**

1. Attire: Except in the pool, pool deck and hot tub, all occupants and guests must wear clothing and footwear. Men should wear a shirt and shoes. Woman should wear a cover-up & shoes

2. Signs: Privately installed signs are prohibited in any common areas or limited common areas, or in windows of the units, without the express written consent of the Board. Exceptions to this Rule is the recreation building bulletin board.

a. Under no circumstances shall an Owner/occupant remove an official posting or notice from the Board of Directors. Any individuals who remove documentation posted by the board may be fined pursuant to Florida Statute § 718.303.

b. All Owners and Occupants are prohibited from posting, mailing or circulating any communication, which appears to represent official action of the Board of Directors or the management office. All official notice of Directors requires the signature of an officer, manager or authorized director in designated areas.

3. Annoyance or nuisance: No noxious, offensive, dangerous, or unsafe activity will be carried out in any unit, the common elements, or the limited common elements, nor anything be done therein unreasonable annoyance to the other unit owners or occupants. No unit owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything to be done by such person that will interfere with the rights, comfort, or convenience of the other unit owners or occupants. No unit owner or occupant will play, or allow to be played, any musical instrument, or operate or allowed to be operated any electronic entertainment device at such high volume or in such other manner that it will cause unreasonable disturbances to other unit owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other units and doors and windows closed, and air handling systems on, it will be considered too loud.

a. Quiet Hours: Quiet Hours are from 10pm to 8am, and special attention to the rules against noise and disturbances will apply during these hours.

4. Laundry Room:

a. The Resident laundry rooms are restricted for owners, guests and lessees only. Laundry Room hours are 8:00 A.M. to 11:00 P.M.

b. **Only LIQUID laundry detergent soap must be used. No powder detergent is permitted as it clogs the Associations' pipes.**

c. Occupants may hang laundry in their units' laundry room

d. NO smoking or lit candles allowed



5. Employees and Management:

a. No unit owner, tenant, guest, occupant, or contractor, agent of the association shall send any employee of the manager, or employees of the Association, out of the property on any private business of the unit owner, nor will any employee be used for the individual benefit of the unit owner, unless in the pursuit of the mutual benefit of all unit owners, or pursuant to a fee to be paid to the Association for special services required, after approval by the Association.

b. No unit owner, tenant, guest, occupant, or contractor, (including officers and directors of the board), shall reprimand, give direction or interfere with the work of an employee, agent or contractor of the Association, unless safety is an issue. This responsibility is delegated solely to the Association's manager or Board designated representative.

c. Any unit owner complaints regarding the actions of an Association employee or agent must be made in writing to the Manager of Village 1.

6. Unit owner or occupant absence in excess of 7-days:

**a. Any Unit owners or tenants leaving the unit vacant for a period of more than 7 days, must turn off their water supply at the main shutoff valve.**

b. It is also necessary for the air conditioning to be left on at a temperature of not more than 80 degrees to prevent mold and mildew from developing in the unit.

c. Owners or tenants who are gone for more than 7 days must notify the Association and provide emergency contact information and the contact information for the owners or tenants

d. Any unit owners or tenants who are gone for more than 7 days shall designate an individual, or a representative of the Association if agreed to, and such person must check their unit weekly while they are gone, and immediately report any leaks or other problems to management.

7. Owners, occupants and guests are prohibited from walking on the golf course during hours of play. The Golf course is private property.

**8. If an emergency situation occurs, call 911. Our security is not a police force.**

#### **ARTICLE VIII: VEHICLES AND PARKING:**

1. Compliance with the law: All persons will comply with state laws and Department of Motor Vehicles regulations on the Association roads, drives, and property. Failure to keep all tags and registration current shall result in the towing of the vehicle following an attempt to provide prior written notice to the owner.

2. Registration: All vehicles of employees, agents, owners, and occupants regularly using the premises must be registered with the manager and all guest vehicles must display a vehicle sticker or a guest pass to be obtained from Security or management office upon entering the community of Cove Cay Village.

3. Covered parking spaces with carports are assigned at the Village One management office. These carports are restricted for the specific use of the assigned unit owner or lessee. Only passenger motor vehicles are permitted to park in any assigned parking space. Failure to comply with this provision shall result in a written reprimand, then a fine.

4. Limitation on Use: Only one carport will be assigned per unit. Vehicles must be registered in order to permanently park on the premises. Parking areas will be used for no purpose other than to park passenger motor vehicles, loading, or unloading. **If an owner requires the use of an additional parking space, or request special handicapped parking due to a medical condition, an application must be filled out and approved by the board of directors.** Under no circumstances will a single unit be permitted to have more than 2 vehicles on site. Any vehicle parked in a space assigned to another unit, without first providing written permission from the owner of the unit to which this space is assigned, may be towed without prior notice.

5. All oversized trucks or commercial vehicles, including trucks, displaying trade signage (excluding law enforcement and governmental vehicles); commercial vehicles which have

commercial equipment installed on the exterior of the vehicle; and trailers, boats, recreational vehicles and motor homes may not be parked on the common elements, and they are prohibited in the general parking areas, except for temporary loading and unloading. Special permission may be obtained from the board for small types of such vehicles to be parked in a designated area.

6. Motorcycles, scooters, golf carts etc. are prohibited. ONLY exception is Security on a golf cart.

7. Visitor parking spaces are available at each building and those areas are restricted to passenger motor vehicles only.

8. Residents are prohibited from parking in these visitor parking spaces, except for loading and unloading. **Violators are at risk of being towed at their own expense.**

9. Service vehicles parking spaces are available in designated locations. Delivery services should be during the hours of 7:30 AM until 5 PM, Monday through Saturday, unless an emergency exists and management is notified in advance, if possible, and approves an exception. Moving vans and commercial delivery vehicles may park on the building entrance side of the driveway for loading and unloading. No Sunday activity associated with moving in or out is permitted.

10. All vehicles must be parked in the forward position. Do not back into a parking space.

11. No vehicle repairs shall be performed on Association property.

12. Washing of any vehicles on Association property is strictly prohibited.

13. No vehicle can have advertising decals on the exterior of the vehicle.

14. Speed Limit. The speed limit on the entrance road is 18 miles an hour, and 10 miles per hour in the parking area. All owners must comply with traffic signals and stop signs.

15. No skateboarding, ball playing, or rollerblading, is permitted in the parking area.

16. Bicycles are permitted and must be registered at the Village one management office. Storage of the bicycle must be in its appropriate storage area or within the individual unit. Bicycles are not permitted to be stored in any of the common areas of the Association. Bicycle

riding is permitted in the parking area and on the Cove Cay Drive. Bicycles must be maintained and ride able.

17. Handicapped parking: Under Florida Law, anyone with a handicap permit is entitled to park in a designated handicap space (owner/tenant or guest). However, there is a limited amount of handicapped parking spaces in the community and all unit owners are assigned a parking space.

**Due to these facts, the board is requesting that unit owner not park their vehicles in a handicapped parking space for an extended period of time. An extended period of time means more than 1 hour. The following rules relate to handicapped parking spaces:**

a. Owners/tenants using handicapped parking spaces should be used for loading and unloading purposes only.

b. If a unit owner has a disability requiring a closer space to the building, that unit owner must request a parking space reassignment for a closer parking space to the building. The board will attempt to reassign a space for the disabled unit owner either temporarily or permanently depending on the duration of the disability. The unit owner must then allow his assigned space to be used as an open parking space. Supporting documentation should be provided with the owners' request for a reassignment.

c. The law allows a vehicle that is transporting a person who has a disability and that has been granted a permit under s. [320.0848\(1\)\(a\)](#) may be parked for a maximum of 30 minutes in any parking space reserved for persons who have disabilities.

#### **ARTICLE IX: SWIMMING POOL**

##### 1. Definition of swimming pool location

a. The swimming pool area includes the following that are an attachment to or in the proximity of the recreational facilities. Covered porch area, pool, pool deck, tables, umbrella areas and shuffleboard area.

b. No furnishings are to be removed from these areas. The only exception is to have maintenance work on that item.

c. These facilities are restricted for use to owners, lessees and their guests.

## 2. Identification tag requirement

a. Identification tags (pool pass) are procured through the Village I management office. Pool pass tags are required when you are in the pool area. And are subject to inspection by the Cove Cay Security and/or Village 1 manager. Two tags are allotted to each unit. Additional tags are available for a fee at the office. **Tags should be carried when using the exercise room or the clubhouse.** Security has the right to ask to see these tags and require that you go and get it.

b. People utilizing the recreational facilities and the swimming pool area are required to have a tag in their possession. One tag will accommodate a unit's party/group. Inspection for tags is the responsibility of Cove Cay Security and the Village I manager.

## 3. Attire Requirements. Swimming and Sun Exposure

a. Swimming attire: Footwear and top covers must be worn to and from the pool. Ladies-bathing suit, full length top cover and footwear. Men- swim suit, shirt and footwear.

b. Bathing suits are permitted to be worn in the pool area only.

c. There are no exceptions to swimming attire for pool and hot tub. No cut offs are permitted.

## 4. Health requirements for pool and hot tub utilization

a. Persons with any of the listed conditions are not permitted in the pool and hot tub. Blisters, diarrhea, open cuts, skin rashes or communicable diseases.

b. Any adults or children wearing diapers may not use the pool facilities.

c. Before entering the pool or hot tub, all bathers must shower

## 5. Conduct in pool area:

a. Persons utilizing the pool facilities must honor the right of everyone

- b. Owners are responsible for the action of their children, guest and lessees.
- c. Running, loud and boisterous conduct will not be tolerated and are considered offensive enough will receive a warning. After a warning next step is expulsion from the pool area.
- d. Audio equipment may be used with earphones only.
- e. No rafts, balls or other play equipment of any kind including squirt guns is permitted in the swimming pool or pool deck area. Noodles are permitted.
- f. All food is prohibited in the pool, pool deck and hot tub areas.
- g. Removal of furniture from the pool area is prohibited.
- h. Do NOT save poolside chairs and lounges when exiting the pool area. Do not leave the pool area without taking all personal belongings.
- i. Towels, Robes or other clothing may not be draped over the pool wall.
- j. Smoking in the pool area is permissible in a specific designated area.
- k. Glass containers of any kind are not permitted in the pool area.
- l. Pets are prohibited in the pool area. Seeing Eye dogs are the only exception.
- m. Entry into and exit from the pool area must be through the entrance gate and recreation building. No entrance by climbing the swimming area wall.
- n. Sitting on the pool area wall is prohibited.
- o. Except for the office registered tournaments there will be a one hour maximum time limit on the shuffleboard courts if anyone is waiting.

#### 6. Children conduct in the pool

- a. Children in diapers are NOT permitted in the pool.

b. Children under eighteen (18) years of age must be under direct adult supervision when utilizing any recreational or common element facilities, including the pool and hot tub.

c. No cut off pants and no play equipment of any type.

#### 7. Hours of utilization of pool areas

a. The pool hours normally are from dawn to dusk. Any use of these facilities other than these hours is strictly prohibited for insurance purposes.

b. Covered porch, table umbrellas and shuffleboard areas have the hours of 8:30 A.M. until 11:00 PM.

c. These areas are susceptible to closure without advance notice due to maintenance, repairs and weather conditions.

### **ARTICLE X: RECREATION BUILDING**

#### 1. SAUNA, EXERCISE, RECREATION AND LIBRARY:

a. Use of these facilities are limited to persons eighteen (18) years or older unless accompanied by and directly supervised by an adult.

b. These facilities are restricted to owners, approved lessees, and their guests, of Cove Cay Village One. No key can be given to anyone who does not reside in this Village.

c. Owners are responsible for the actions of lessees and guests, including children.

d. It is suggested that a physical check-up by a physician be obtained before using the sauna and exercise facilities.

e. Operating instructions for the sauna rooms are posted near the entrance and must be observed. Do not pour water over the heating elements.

f. Lights and sauna are to be turned off when not in use,

- g. Utilization of facilities and equipment are at each individual's own risk.
- h. Attire: No one in wet attire is allowed in the recreation building except for uses of the rest room facilities.
- i. Running, loud and boisterous conduct will not be tolerated and the first offense, if annoying or disturbing to others, will result in a warning. After a warning, the next step is expulsion from the pool area and consideration by the Board of the suspension of use rights.
- j. Audio equipment may be used with earphones or headphones only.

## 2. PRIVATE PARTIES (SOCIAL AREA, SITTING ROOM, KITCHEN AREA AND BILLIARD AREA).

- a. Owners and lessee desiring to utilize these facilities for a private party may do so by calling Village One office and making a reservation. A fee established by the Board of Directors from time to time for exclusive use of portions of the common areas may be imposed, and anyone hosting a party or reserving the facilities must first complete an Agreement Form approved by the Board to assume responsibility for all consequences.
- b. A \$200.00 security deposit is required in case of damage and additional cleaning is needed, and will be returned if the facilities are left in the same condition.
- c. Reservations on National Holidays are restricted to half a day, if another unit owner or lessee wishes to reserve the clubhouse on the same holiday.
- d. The host must remain at their party at all times.
- e. Reservations for the clubhouse are restricted to the Clubhouse area. Other residents can have utilization of all other facilities.
- f. Private party participants are restricted to the recreation building
- g. All parties are to terminate by 11:00 P.M. the only exceptions is on New Year's Eve.
- h. Should two occupants reserve the recreation building on the same date, the first request for the clubhouse shall be approved.



### 3. OFFICE

a. Village One Manager's Office: Hours are from 9:00 A.M. to 3:00 P.M., Monday through Friday. Exception are holidays. Hours are subject to change.

4. Library: Hours are from 8:00 A.M. to 10:30 P.M. every day

5. Any violation of the Recreational Building rules shall result in a suspension of use rights after notice and a hearing are provided to all unit owners and lessees

### **ARTICLE XI: PETS**

1. No DOGS are allowed for occupants or guests.

2. The following pets are allowed to be kept by Owners / Lessees per unit:

a. One spayed/neutered indoor cat.

b. Birds, not to exceed two per unit.

c. Fish kept in a tank.

3. Proof of inoculation for cats is required annually with the management office.

4. All pets are to be registered in Village 1 manager's office.

5. Guests may NOT bring their pets to Cove Cay Village One.

6. All pets are to be kept quiet at all times. Disturbances or sanitary issues by pets which become a nuisance to other residents should be reported to the Village One office in written form. Corrective measures are to be administered by the Board of Directors. This may result in an order from management for the owner to have the pet permanently removed from the premises. This may also include a monetary fine.