

# **FOUNTAIN COVE CONDOMINIUM ASSOCIATION, INC.**

## **RULES AND REGULATIONS**

**December 2013**

**Fountain Cove Co dominium, including all of its amenities and grounds, is for the exclusive use of all residents and their guests. As such they are not open to the public. These Rules and Regulations are to provide a basis for guiding and regulating their use. They are not intended to be all-inclusive but when combined with common sense, they provide a basis for common care and usage.**

**Any reference to the Association, Board of Administration, By-laws, Declaration of Condominium, Office or other in this document shall be considered to relate to those of The Fountain Cove Condominium Association, Cocoa Beach, Florida.**

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# BUILDINGS AND GROUNDS

## **Buildings and Common Areas**

1. Structural additions, alterations, modifications or painting that changes the outer appearance of any of the buildings is prohibited.
2. Storm shutters and screen doors are allowed but must meet predetermined and approved type and style. The intention to install must be submitted to the Association and approved prior to the installation. (See **DOC, Section XI**)
3. **NO** work shall be accomplished to the exterior of any building without first receiving written approval and authorization from the Association. All owners are to notify the office before they schedule any contractor to work as this will help to avoid any potential conflict. The contractor must check in with the Office prior to work being accomplished to verify that the approval has been granted and that the appliance or other work does meet the type and style on the approved list. Failure to do so will be cause for immediate removal of the appliance or construction at the owner's expense. Unit owners/residents are responsible for contractor clean up whenever you have something done where elevators and walkways are used. (See **DOC, Section XI and Section XXIV**)
4. No sign or advertisement or notice of any kind may be displayed in the complex, with the exception of companies current under contract by the Association and notices posted on the bulletin board. (See **DOC, Section X, paragraph "g"**)
5. The Social bulletin board may be used for personal notices.
6. Nothing may be hung from the façade or the railings of any building. (See **DOC Section X, paragraph "i"**)
7. Entrances, elevators, stairways and walkways must be kept clear of obstacles. (See **DOC Section X, paragraph "h"**)
8. No litter or debris may be swept or thrown into any common area. (See **DOC, Section X, paragraph "h"**)
9. Noise levels must be kept to a minimum between the hours of 11:00 PM and 8:00 AM
10. Bicycling, roller blading, scooters and skateboarding are not allowed on the property.
11. Bicycles may not be stored on any common elements such as entrances, stairways and walkways.
12. Nothing may be planted or placed in or removed from any of the common areas without permission of the Association. Trees and shrubbery are vital and valuable parts of the community, and you will be liable for any damages or mutilation or defacing for which you or your guests are responsible.
13. Any expense incurred by the Association as a result of mistreating of the common areas will insofar as necessary, be assessed against the persons responsible. This applies to owners, renters, guests and their children.

## **Elevators**

1. Before using the elevators to haul anything that could cause damage, you must notify the Office In advance to obtain protective pads and floor covers to protect the elevators.
2. Any damage caused to the elevators by a unit owner, resident or persons working on their behalf, will be the responsibility of that unit owner or resident.

## **Fishing Pier**

1. Upon completion of use of this area, please ensure the pier is cleared of all debris and equipment and the fish cleaning table is washed off.
2. Swimming from the pier is prohibited.

## **Garages**

The garage units owned by the Fountain Cove Condominium Association are designated as parking garages. Residential units have been designated a particular garage. It is the responsibility of the unit owner and/or resident to maintain the garage and its contents in such a manner as to not create any situation which may cause harm to either the building or the contents of adjacent garage units.

For purposes of inspection, maintenance and pest control, the Association is to be provided access in the same manner as to the individual residential units. Expense born of the necessity to gain entry will be charged to the individual unit owner or resident.

1. Please keep the doors closed and the lights off when the unit is not attended.
2. Use of any electrical appliance, such as an air conditioner, dehumidifier, freezer, and refrigerator or like appliances, is prohibited.
3. Use by non-residents is prohibited.
4. Commercial use is prohibited.
5. Signs on the exterior may not be displayed.
6. Storage of kerosene, gasoline or other flammable, explosive or toxic agent or substance is **prohibited**.

## **Grocery Carts**

The use of Publix grocery carts is allowed only for delivery to the owner's unit. All carts are to be returned immediately. Grocery carts are not to be stored anywhere on the property of Fountain Cove at any time. Publix can revoke this privilege if carts are left on FCCA property.

## **Guests**

1. Owners must notify the Office if guests are using their unit in their absence.
2. It is the responsibility of the unit owner or resident to inform guests of the Rules and Regulations and to have them abide by said rules.
3. Possession of a key to the recreation complex and car wash by any one other than a guest in residence is prohibited.

## **Homeowner's Insurance**

ALL owners at FCCA are required to have homeowner's liability insurance on their unit and to provide the office with a copy of the certificate of insurance.

## **Marine Vehicle Regulations**

1. All boats and trailers must be licensed and currently registered and a copy of the registration is to be on file in the Office. The parking of boats and trailers is a privilege for residents **ONLY**.
2. The boat and trailer may not exceed 23 feet in length or 8 feet in width, including appendages, and may not protrude into the driveway.
3. There are parking spaces in the northwest open parking area which are designated and marked for boat parking. All boats must be parked in a single parking space.
4. Please do not park on the grass.
5. Small boats may be kept in a resident's garage.
6. No docking or launching facilities are provided.
7. Eyebolt anchors at the wheel stop are provided. An additional eyebolt anchor is provided for fastening the tongue. The bolt provided to anchor the tongue must be removed when the boat and trailer are not in the parking space. The Association accepts no responsibility for their use. It is suggested that wheel chocks be used to stabilize the trailer. Any other drilling into the driveway is **prohibited**.
8. Failure to comply with 24 hours of written notification will result in the vehicle in question being towed and stored at the owner's expense.

## **Motor Vehicle Regulations**

1. Great caution should be used when driving. A slow, safe speed is to be used on the Association grounds. Residents and their guests are asked to observe the posted 10 MPH speed limit.
2. Park only between the lines of marked spaces.
3. **Do not** park in fire lanes or over diagonal lines.
4. **Do not** park on the grass.

5. Campers, commercial vehicles, motor cycles, motor homes and recreational vehicles may not be parked on the property nor resided in overnight.

Class B motor homes are defined by the Recreational Vehicle Industry Association are allowed. They may not exceed 20 feet in length or 8 feet in width, including appendages. Written permission of the Association is required.

6. Cars should be washed at car wash.
7. All vehicles parked in open parking must be currently registered and be in driving condition.
8. Major repairs to vehicles are prohibited in open parking areas.
9. Parking in front of "A", "B" and "C" buildings must be head in to reduce the fumes close to the building. Please park oversized or large vehicles in the north open parking area as they do restrict visibility of others backing out of a parking space.
10. Please do not park along any driveway.
11. Failure to comply within 24 hours of written notification will result in the vehicle in question being towed and stored at the owner's expense.

### **Pest Control**

It is the responsibility of each resident to prevent situations, which attract, allow or support the existence of pest, such as ants, roaches (palmetto bugs), silverfish, termites and other insects or pests. This responsibility includes both the individual residential unit and the designated garage.

1. Pest control service, consisting of spraying around the windows frames, doors, walkways, stairways, elevators, landscape, mulch beds, and around the base of each building, including the garages is provided by the Association.
2. If you would like to have the inside of your unit sprayed at your expense by the same company hired by the Association to spray, please call the office.
3. For your safety and security, if and when you have your unit sprayed inside, please abide by the following:
  - a) Confine your pets.
  - b) A closed door will be taken as a DO NOT ENTER area.
4. If you have any special concerns or needs, please inform the Office.

### **Pets**

1. Small birds and fish are allowed in individual units. One dog, up to 30 pounds, or one domestic cat is allowed in the individual units. (See **DOC, Section X, paragraph "m"**)
2. Cats and dogs must be on a lease when outside the units. (See **DOC, Section X, paragraph "m"**)
3. There are "pet walks" on the north and south grass areas alongside the driveway. Please clean up after your animal and properly dispose of the waste.

4. Confine pets when the attendant is in the unit.

### **Remodeling/Construction Inside Units**

Any contractor work shall be done within a normal work week of Monday – Friday during the hours of 9 AM – 5 PM. Any work must be completed inside the unit, in the unit owner's garage or on the unit's balcony (limited common elements.) Breezeways, parking slots and driveways cannot be used as work station for privately hired workers and owners. Disposal of trash from remodeling must be disposed at the contractor's expense. NO TRASH from remodeling shall be disposed in Fountain Cove's trash bins, trash dumpsters or down the drains. Please ask for the informational flyer at the office for further details.

### **Smoking Policies**

1. Smoking on the breezeways and on the balconies/lanai/porches of each unit is not permitted.
2. Smoking inside the clubhouse is not permitted.
3. Smoking on the property (common elements) is permitted. Please use the ashtrays which have been placed in numerous areas around the complex.
4. Smoking inside your unit is permitted. Owners who have tenants need to maintain... ....A copy of the lease needs to be on file in the office.

### **Water Shut off Valves**

Only authorized personnel are allowed to turn the water shut off valves on or off.

### **Wildlife**

Feeding of wildlife (DUCKS, FERAL CATS, TURTLES, birds, rats, raccoons, squirrels, armadillos, alligators, etc.) is prohibited at any time on the grounds of Fountain Cove Condominiums. Any violation of this will result in a fine.

## **RECREATION COMPLEX**

The Recreation Complex is for the use of all residents and their guests. It equally is the responsibility of all residents and their guests to take care of the facilities. Use of the Recreation Complex and its various amenities is done at your own risk (i.e., use at your own risk). Persistent misuse of the Recreation Complex and any of its facilities may be cause for barring any person or persons from their use.

There is a “**Lost and Found**” located in the Office. Towels, hats and the like will be held 48 hours before being disposed. Keys and valuables will be held for 30 days and a decision on their disposal will be at the discretion of the Board of Administration.

Please use care, caution and courtesy when using any of the facilities and remember to clean up after yourself.

### **Club Room**

2. Hours for the Club Room are from 9:00 AM until 11:00 PM, unless other arrangements have been made.

3. The Club Room may be reserved by residents unless a Condominium function has been previously scheduled. In the event that two or more applications are made for the same date and time, the earlier request will be honored. Attempts will be made to schedule alternatives if possible.
4. Applications are available at the Condominium Office. They should be submitted 30 days prior to the requested date. They will be approved and scheduled by the Office. A notice will be posted as to the date and times that the Club Room is reserved. Please do respect the privacy of any particular function.
5. A \$100.00 cash deposit is required at the time of application and will be refunded when the Club Room is cleaned and any damage as a result if its use is repaired.
6. The Club Room is to be left and clean and in order. The lights are to be turned out, water is to be turned off and all doors and windows are to be closed and locked. Any clean up and damages are the responsibility of the person(s) who made application for its use.
7. Furniture and equipment may not be removed without permission.
8. No wet suits, towels or clothing are allowed in the Club Room.
9. Shirts and shoes must be worn at all times.
10. The Club Room and entire Club House is a smoke free facility.
11. The reading material in the Club Room has been donated. Please return it when you are finished so that others may have enjoyment from it as well.
12. Failure to comply with the above guidelines will be met with your being asked to leave the Club Room or Club House.

### **Exercise Room**

1. Children under the age of 14 must be accompanied and supervised by an adult
1. Exercise equipment must remain in place.
2. No food or beverages are allowed in the exercise room other than bottled water in a plastic container.
3. Please wipe off equipment and remove perspiration after use.
4. Please turn off the lights and close the door when you are finished. If it is after office hours, please lock the Club House door when you leave.
5. Before undertaking any type of exercise or stress, it is wise to consult your physician. You will be using this facility at your own risk, and we urge caution so you will not over exert yourself.
6. Failure to comply with the above guidelines will be met by your being asked to leave the exercise room.

## **Sauna**

1. Children under the age of 14 must be accompanied and supervised by an adult.
2. Showers are for the use of persons using the sauna; they are not for general use.
3. No food or beverages may be taken into the sauna other than bottled water in a plastic container.
4. Please turn off the lights and water when you are finished.
5. The sauna is a smoke free facility.
6. Before undertaking any type of exercise or stress, it is wise to consult your physician. You will be using this facility at your own risk, and we urge caution so you will not over exert yourself
7. Failure to comply with the above guidelines will be met by your being asked to leave the sauna.

## **Swimming Pool and Jacuzzi Area**

1. Hours for the swimming pool and Jacuzzi are from 8:00 AM until 11:00 PM. Noise should be kept to a minimum in the early and late hours.
2. Remove sand and tar before entering this area.
3. Shower before entering the swimming pool or Jacuzzi.
4. Babies in diapers and non-toilet trained children **must** wear rubber pants or other such device.
5. Children's "swimmies" are permitted to be worn. Rafts, balls, noodles and other floatation devices, swim fins and toys are prohibited in the pool. **NO** foreign objects may be taken into the Jacuzzi.
- 6. Horseplay, running and diving are prohibited.**
7. Glass or glass containers and food are prohibited
8. Bottles water in plastic containers is allowed.
9. No animals may be taken into this area.
10. Pool furniture may not be removed from this area.
11. Please place towels on chairs and lounges if you are using suntan oil Please clean the chair or lounge after use as a courtesy.
12. Children under the age of 14 must be accompanied and supervised by an adult.
13. Proper bathing attire is requested.
14. Pool parties are not permitted.

15. Before undertaking any type of exercise or stress, it is wise to consult your physician. You will be using this facility at your own risk, and we urge caution so you will not over exert yourself. Persons with heart disease or other coronary difficulties, high or low blood pressure, pregnant women, or other persons with health concerns and illness should not use this facility without first checking.
16. Failure to comply with the above guidelines will be met with your being asked to leave the swimming pool and Jacuzzi area.

### **Tennis Court**

1. This area is for tennis players. If the court is not being used by tennis players, other activities are allowed as long as they are not detrimental to the equipment, the surface or the facility in general.
2. Be considerate of others. If someone is waiting while you are playing, please limit your session to 60 minutes.
3. Appropriate footwear must be worn.
4. Children under the age of 14 must be accompanied and supervised by an adult.
5. No food or beverages may be taken into the tennis court other than bottled water in a plastic container.
6. Please turn off the lights and lock the gate when you are finished.
7. Before undertaking any type of exercise or stress, it is wise to consult your physician. You will be using this facility at your own risk, and we urge caution so you will not over exert yourself.
8. Failure to comply with the above guidelines will be met by your being asked to leave the tennis court.

### **TRASH AND GARBAGE**

#### **Disposal**

1. All trash must be disposed of in sealed plastic bags.
2. Use bags no larger than 13 gallons for disposal in the trash chutes of "A" and "B" buildings.
3. **DO NOT** throw cardboard boxed or cartons or construction waste down the trash chutes of "A" and "B" buildings as they may clog the chute. You are requested to flatten cardboard and other large containers to limit their size before depositing them in any of the dumpsters on the premises. Contractors are responsible for the removal of their own trash.
4. **DO NOT** throw uncontained pet waste into any trash chute or dumpster. Pet waste should be disposed of in a sealed plastic container in the dumpsters only. It should not be disposed of in the trash chutes of either "A" or "B" building.

5. **DO NOT** use the trash chutes in either “A” or “B” building between the hours of 8:00 AM and noon on trash collection days as the compacted dumpsters are removed for collection.
6. For those persons who dispose of sharp objects, such as needles, as the result of medical treatments, please check with the Office for the proper disposal contained and method. There is a “sharpies” disposal box available and a proper manner of disposal.

### **Recycling**

1. Recycling bins are provided. **PLEASE BE CERTAIN TO PUT ONLY THE ITMES LISTED ON THE CONTAINER LABEL IN EACH OF THE RECYCLING BINS.** The recycling pickup crews will not empty the containers if this is not done.
2. Try not to break glass containers when placing them in the proper container.
3. Some products are not recyclable. Please check with the Office for a list of these items if you have any questions or are uncertain.

**Please do assist in this recycling effort as we do wish to be environmentally productive.**

## UNIT USAGE

Each apartment is restricted to residential use by the owner(s), their immediate families, guests and invitees. The apartment may be rented provided the occupancy is only by one lessee and the members of his immediate family and guests.

### **Guests**

1. Owners **must** notify the Office if guests are using their unit in their absence.
2. It is the responsibility of the unit owner or resident to inform guests of the Rules and Regulations and to have them abide by them.
3. Possession of a key to the Recreation Complex and car wash by any guest other than a guest in residence is prohibited.

### **Occupancy Restrictions**

- |    |                |                                   |
|----|----------------|-----------------------------------|
| 1. | 1. One Bedroom | 2 Persons                         |
| 2. | Two Bedroom    | 4 Persons (2 under the age of 12) |
| 3. | Three Bedroom  | 5 Persons (3 under the age of 12) |
- (See **DOC, Section X, paragraph "a"**)

### **Rentals**

1. The minimum permissible rental period is six (6) months.
2. A copy of the lease or rental agreement/contract must be submitted to the Office at least ten (10) days prior to the occupancy. This is so the Association is aware of who occupies a particular unit and for what length of time.
3. Each renter must register with the Office.
4. Subletting or subleasing is prohibited. (See **DOC, Section X, paragraph "b"**)
5. Time-sharing is prohibited. (See **DOC, Section X, paragraph "b"**)
6. Room rental is prohibited. (See **DOC, Section X, paragraph "b"**)
7. Unit owners who lease or rent their units forfeit their rights to use any of the Association property and facilities for the term of the lease or rental. When a residential unit is leased or rented, the designated garage unit is included.
8. Tenants are entitled to full use of the Association facilities and are invited to attend any of the Association social functions that they wish.
9. Tenants are obligated to abide by the Rules and Regulations of the Association. If there are any questions, it is better to ask before breaching them. (See **DOC, section X and Amendments there to**)

## ADMINISTRATIVE

### **Reporting of Difficulties or Complaints**

1. Difficulties and complaints of residents should be reported to the Office in writing using the forms provided in the Club Room. Unsigned forms will not be considered.
2. Verbal reporting of difficulties and complaints may not be honored except in the event of an emergency.
3. In the event of an emergency having to do with other than fire or medical, there is a list of current Emergency Phone Numbers on the bulletin board or call the Office for further assistance, even after hours.

### **Rights and Responsibilities**

DECLARATION OF CONDOMINIUM (**DOC**, *Section X, paragraph "c"*)

*"No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any practice that is a source of annoyance to residents or which may interfere with peaceful possession and proper use of the property and its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or the use of common elements that will increase the cost of insurance of the condominium property."*

## **Fines and Penalties**

1. Unless otherwise provided for in the Rules and Regulations, a unit owner or resident will be advised of the breach of the Rules and Regulations in writing and has ten (10) days from receipt of written notice to respond to a meeting of the Board. The Board has the right to levy a fine per the Declaration of Condominium and will do so if the unit owner does not comply within the ten (10) days. The fine will be reimposed each following period of thirty (30) days if the owner does not comply with the Rules and Regulations.

FLORIDA STATUTE 718.303 (3) reads:

**"If the declaration or bylaws so provide, the association may levy reasonable fines against a unit for the failure of the unit, or its occupant, licensee or invitee, to comply with the provisions of the declaration, the association bylaws or reasonable rules of the association."**

FOUNTAIN COVE CONDOMINIUM ASSOCIATION BYLAWS, Page 4, paragraph "k", section 4a and 4b read as follows:

- 4a) The association may levy reasonable fines against a unit for the failure of the owner, or its occupant, licensee, or invitees, to comply with any provisions of the Declaration of the Association, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be a lien on the basis of continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in aggregate exceed \$100.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner, and, if applicable, its licensee or invitee. The provisions of this subsection do not apply to unoccupied units.
- 4b) All expenses incurred by the Association in enforcing the provisions of the Declaration of Condominium, Bylaws and Rules and Regulations, such as attorney fees, court costs, mailings, phone calls, etc shall be imposed on the violator and/or unit owner(s). Reimbursement of such expenses shall be made to the Association within thirty (30) days after notification by certified mail that said expenses are due to the Association.

### **NOTE**

A condominium is a community and as such it is made up of people with diverse opinions. Be Tolerant. A resident's behavior is expected to be adult and civilized toward each other, the management and the Board of Administration. Other types of behavior are not productive and may encourage legal actions.

*"Every man may justly consider his home his castle and himself the king thereof; nonetheless his sovereign fiat to use his property as he pleases must yield, at least in degree, where ownership is in a common or cooperation with others. The benefits of condominium living and ownership demand no less. The individual ought not be permitted to disrupt the integrity of the common scheme through his desire for change no matter how laudable that change may be."*