

# COON KEY PASS FISHING VILLAGE, A CONDOMINIUM

## **RULES AND REGULATIONS**

### **1 - Common Areas:**

- The greens and walkways in front of the condominium units and the entranceways to the condominium units shall not be obstructed or used for any purpose other than ingress to and egress from the condominium units.  
Please do not park on the grass as it can cause broken sprinkler heads.
- Common elements shall not be obstructed, littered, defaced, or misused in any manner.
- All damage to the common elements or units caused by moving or carrying articles therein shall be paid by the owner responsible for the damage.
- Any damage to the buildings or other common areas or equipment caused by any unit owner guest, tenant or family shall be repaired at the expense of the unit owner.
- No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas, walkways, or driveways.
- No chairs, plants, etc., may be placed on the walkways.

### **2 - Condominium Units Care and Maintenance:**

- The exterior of the condominium units, walkways, screened or enclosed balconies, and all other ancillary areas of the condominium units shall not be painted, decorated, or modified by any owner without prior consent of the Association. Consent may be withheld on purely aesthetic grounds with the sole discretion of the Association.
- The Association's Property Management company will maintain a list of common element paint colors.
- Nothing shall be hung from the doors or windows or placed upon the outside windowsills of the condominium units.
- Each unit owner shall keep their condominium unit clean and in good repair. Spaces under condos must be kept clean and tidy and may not be used to store inoperable or unused equipment or household items.
- Neither owner nor occupant shall sweep or throw, or permit to be swept or thrown, any dirt or other substance from the balcony, doors, or windows of his unit.
- No shades, awnings, window guards, light reflected materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the buildings except as shall have been approved by the Association.

- The Association, acting through its Board of Directors, may designate the color, type, and specification of all window coverings which are exposed in any way to view from areas outside of any condominium unit, such that all the coverings shall be uniform in appearance. See Alterations or Repairs to Unit section.
- Toilets and other water apparatus in the building shall not be used for any purpose other than for which they were constructed, nor shall any sweepings, rubbish, rags, paper, diapers, feminine products, ashes, or any other articles be disposed of therein. Any damage resulting from misuse of any toilets or other water apparatus shall be paid for by the owner.
- No owner shall use or permit to be brought into the condominium unit any inflammable oils or fluids, such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed to be hazardous to life, limb or property.
- No owner shall be allowed to put his name on any entry point of the condominium units.
- No open flame cooking on rear screened or enclosed balconies or front walkways is permitted. BBQ grills should not be used directly under carports.
- Owners are responsible for having a working smoke alarm, and fire extinguisher.
- HVAC units must be operable and in use and should be maintained at 80 degrees or less to avoid mold in the condos.
- Satellite dishes are permitted by law. However, they must be professionally installed in the location prescribed and approved by the Board in writing.
- Nothing may be attached to roof or building without prior Board approval.

### **3 - Alterations or Repairs to Units:**

- An **Alteration Request Form** must be completed and submitted to the property manager for approval by the Board of Directors before any work can be started.
- All approved repairs, and routine maintenance to be done, must be completed by licensed and insured individuals appropriate to the job.
- Windows, window coverings, and sliding glass door standards:
  - Courtyard facing and end unit windows: outside brown frame, horizontal white blinds/shutters.
  - Screened or enclosed balconies: Vertical blinds or drapes – solid colors preferred.

### **4 - Parking:**

- No vehicle belonging to an owner or to a member of his family or to a guest, tenant, or employee of any owner shall be parked in such a manner as to impede or prevent ready access to another owners' parking spaces.

- Owners, their family or guest, tenant, or employee of any owner shall use designated parking areas and driveways in such a way as to ensure the safety, comfort, and convenience of the owners.
- No repair of a vehicle shall be made within the condominium property-
- Only legally registered vehicles may be parked on property.

## **5 - Right to Peace and Quiet:**

- No owner shall make or permit any noises that will disturb or negatively impact the peace and quiet of the occupants of any of the condominium units or permit anything to be done which will interfere with the rights, comfort, or convenience of the other owners.
- No owner shall cause or permit the blowing of any horn from any vehicle in which themselves, their guest or family shall be occupants, neither during approach nor within any of the driveways or parking areas serving the condominium property.

## **6 - Unit Access and Property Management:**

- The Association has the right to enter units as necessary to prevent, mitigate or repair damage to the common elements or to other units.
- Smoke alarms will be checked annually by the property manager.
- Except in the case of emergency, entry will be made by pre-arrangement with owner or occupant of the condominium unit.
- The agents of the Association and any contractor or workman authorized by the Association may enter a condominium unit at any reasonable hour of the day for any purpose permitted under the term of the Declaration of the Condominium or the Bylaws of the Association.
- The Association retains a master key to each condominium unit.
- If locks are changed, the unit owner must notify the Association and provide a copy to the management company immediately.
- Complaints regarding management of the Condominium Units and grounds or actions of owners shall be made in writing to the property manager. Property Manager will notify/copy the Board of Directors on all incoming and outgoing communications.
- Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time. Said approval and/or revocation shall be given in writing to the unit owner.

## **7 - Pest Control:**

- The Association has pest control services for each unit and the common areas.

- Unit owners, tenants or guests are responsible to report signs of termites, roaches, or rodents to prevent community problems. Unit owners are expected to call the pest control service to come to the unit for prevention services. The management company maintains the list of active pest control companies that maintain the property.

## **8 - Garbage:**

- (9) All garbage and refuse from the condominium units shall be deposited with care (bagged preferable) in the dumpster and recycle containers which shall be kept in such locations as the Association shall direct.
- Recycle Carts - Fill the recycling cart with CLEAN recyclables. Do Not Bag items. Boxes and cartons must be broken down. See Community Bulletin Board for specifics.
- Disposal of large objects such as carpeting, furniture appliances, and any type of construction material is prohibited. You must call Waste Management to schedule pick up of these items. Place the items at the east end of the driveway.

## **9 - Hurricane Preparation:**

- It is mandatory for every owner to install impact glass or acrylic hurricane shutters on all window and sliding door openings. Owners who presently have steel shutters on any openings are grandfathered until replacement. See property manager for specifications.
- Each condominium unit owner who plans to be absent from their unit for a period of time greater than two weeks and/or during the hurricane season must prepare their unit prior to their departure by:
  - (a) removing all furniture, plants, and other objects from the balcony and area beneath the unit.
  - (b) removing and/or securing all loose items under the unit.
  - (c) designating an individual or responsible firm to monitor/care for the condominium unit, and in the event the unit suffers damage during their absence, hurricane or otherwise, be capable of performing or contracting remediation work.
  - (d) owners choosing shutters must install them prior to a hurricane threat in the area or the Association will install protection at the owners' expense.
  - (e) turn off hot water heater to the unit.
  - (f) making plans to remove your car and/or boat plan in the event of a hurricane threat. Cars and boats cannot be stored under the unit during a hurricane and must be removed immediately if the area is under a hurricane threat.
- Hurricane shutters shall not be left up outside of the hurricane season which is June 1<sup>st</sup> to November 30<sup>th</sup>.

## **10 - Dues. Fees and Assessments:**

- Payment of assessments shall be made at such place and time designated by the Association. Payment shall be made in the form of checks payable to Coon Key Pass Fishing Village Inc. and submitted to the management company.

## **11 - Pets:**

- Pets are permitted but should be leashed and never allowed to run loose/unattended.
- All pet waste shall be picked up promptly.
- Tenants and Guests are not allowed to have pets.

## **12 - Signs:**

- No person may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere within the condominium or condominium property, including those posted in windows of buildings or motor vehicles.

## **13 - Leasing of Units:**

- To prevent overtaxing the facilities, a unit owner whose unit is leased, may not use the recreation or parking facilities during the lease term, except as a guest of another unit owner.
- Units may not be leased for a period of less than thirty (30) days and leased not more often than four (4) times in any calendar year.
- All leasing of units by owners must be approved by the board and shall require a fully executed copy of the proposed lease together with the name and address of the proposed lessee 5 days prior to the first day of occupancy.
- The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.
- No business or commercial activity shall be conducted in or from any unit.
- The use of a unit as a public lodging establishment shall be deemed a business or commercial use.
- All tenants, family members, and guests are subject to the Rules and Regulations. Unit owners are responsible for providing and obtaining a signed copy of the Rules and Regulations signifying acknowledgement from the lessee and subsequently providing the signed copy to the property management company.
- Tenant may be evicted for failure to comply with the Rules and Regulations.

## **14 - Guest Occupancy**

- All renters and guests are required to register with the property management company, within 24 hours of arrival. This enables the property management company to confirm the occupants of the unit are authorized to be on the property and in the unit and for safety in the event of an emergency.

## **15 - Boat and Dock Rules**

- No swimming from the dock or seawall/rip rap.
- Boats must be registered, insured and a completed **Coon Key Pass Fishing Village Dock Owner Boat Registration form** submitted to the property manager.
- No owner may use condominium property or docks to conduct any commercial activity such as charters.
- Any damage to the dock shall be the responsibility of the owner who caused the damage.
- Fish must be cleaned on fishing tables or in units. Fish cannot be cleaned in the common areas, on the grass or on the dock.
- No boat slip owner may use their boat slip while renting their condo; the boat slip may be leased in conjunction with the unit.
- Boat slip leases must be submitted to the Association for approval as above in conjunction with the rental lease or an owner may lease to another owner with the lease presented to the Association for approval. 6% of the annual lease amount must be paid by the boat slip owner to the Association and in turn to the State of Florida for submerged land lease rental income.