

SEA SPRAY TOWNHOMES CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

Approved December 1, 2022

The Sea Spray Townhomes Condominium Association, Inc. (hereinafter referred to as Sea Spray) Articles of Incorporation, Article III.B.1 stipulates: The Association shall have the following powers: "To make and establish reasonable rules and regulations governing the use of condominium units and common elements in the condominium as said terms may be defined in the Declaration of Condominium." The By-Laws, Article VI – Authority of Directors, Section 1 – Rules and Regulations specifies: "The Board of Directors is authorized to adopt or to amend rules and regulations and statements of policy, not inconsistent with the Declaration of Condominium and the Articles of Incorporation of the Corporation, governing the manner of use and the units and appurtenances, the common elements, and all the facilities owned or controlled by the Association." **There will be no exceptions permitted to any of the Rules and Regulations.**

I. RULES AND REGULATIONS ENFORCEMENT

Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration XII, Condominium Use Restrictions, Page 10, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- A. Report Violation: The violation should be first reported to the Association Management Company in writing or email with attached photos.
- B. First Notice: Violations will be called to the attention of the violating owner or tenant by the Association Management Company, or a representative designated by the Board of Directors via a phone call, door hanger or a notice sent via mail and/or email. The first notice will provide 10 days for the violation to be corrected.
- C. Second Notice: A second notice will be sent providing an additional 5 days if the violation has not been corrected.
- D. Final Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the

Declaration, Association Bylaws, or Association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

- E. Hearing: The non-compliance shall be presented to a Committee of other Unit Owners who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- F. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law. The fine can be up to \$100 a day with a maximum of \$1,000. The Board of Directors will work with the Committee to determine the amount (if any) of fines to be charged to Owners for any violations of these Rules & Regulations.
- G. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- H. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- I. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- J. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant

II. USE

No Unit shall be used for any purpose other than as and for a single-family residence. Declaration XII.A

III. SIGNS

No person shall cause or allow any signs or advertising of any nature to be posted or affixed to the Common Elements of the exterior of any Unit, or in any window or other place visible from the exterior of any unit, except as approved by the majority of the Board, which shall regulate same to achieve consistency and maintain the appearance of the Condominium. Declaration, XII.B

IV. COMMON ELEMENTS

No person shall in any way deface or mar or make any alteration, repair, replacement, or change, in or to the Common Elements or Limited Common Elements, except as permitted in writing by the Board. Declaration XII.C

Except as otherwise provided herein, all Common Elements shall be kept free for their intended use by the Unit Owners in Common and no Common Elements other than Limited Common Elements shall be used exclusively by any Individual Unit Owners, either on a temporary or permanent basis. Declaration XII.D

V. PARKING

Parking shall be open to the Unit Owners and their tenants, invitees and licensees, provided, however, that no vehicle may park in any other place other than the designated parking areas at any time. Current designated Parking is the Unit owners' garage and on the Unit Owners driveway. Declaration XII.E

VI. GARBAGE

All garbage or trash shall be disposed of in the on-site dumpsters or other manner provided by the Board. Any expense of garbage disposal, in excess of the regular monthly charge, caused by an individual Unit Owner shall be collectible as an assessment from that Unit Owner. Currently, the garbage and recycling containers are provided by Waste-Pro. Containers are to be brought in from the curb at the end of the pickup day and stored either in the Unit Owners Garage, the Unit Owners Porch area, or in front of the garage in such a manner that any vehicles parked in the driveway do not obstruct or overhang into the sidewalk. Declaration XII.F

VII. NOISE, ANNOYANCE, NUISANCE

All persons shall desist from the use of electronic equipment or sources of noise or vibration which may tend to disturb residents of Units in the Condominium. Declaration XII.G

Nothing shall be done or maintained in or about any Unit which may be or become an annoyance or nuisance to the neighborhood. Any activity in or about a Unit which interferes with television, cable or radio reception in another unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. Declaration XII.O

The City of Cape Canaveral has a noise ordinance from 8:00 p.m. – 8:00 a.m.

VIII. VEHICLES

No trucks (other than those of a type, if any, expressly permitted by the Board) or commercial vehicles, or campers, motorhomes, horse trailers, or trailers of every other description, recreational vehicles, watercraft, boats, boat or watercraft trailers or vans (other than minivans) shall be permitted to be parked or to be stored at any place on the Common Elements, except within fully enclosed garages. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle, but the presence of commercial-type lettering or graphics shall cause a presumption that the vehicle is a "commercial vehicle". The prohibitions on parking and storage contained in this section shall not apply to brief temporary parking of trucks and commercial vehicles, such as construction use or providing pick-up and delivery and other commercial services: nor to any vehicles of the Developer or its contractors, subcontractors and agents which are engaged in activity relating to construction, marketing, or maintenance of units.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto the Common Elements, any type of vehicle to determine whether it will be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulation now or hereafter adopted may be towed by the Association at the sole expense of the owner if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. For purposes of the Article, "vehicle" shall also mean campers, watercraft, RV's, boats and trailers. An affidavit of the person posting aforesaid notice stating that it was properly posted be conclusive evidence of proper posting. Declaration XII.H

No vehicles shall be stored for extended periods (exceeding 48 hours) on the Condominium property. Declaration XII.I

IX. GARAGES

All Owners shall use at least one (1) space in their respective garages for the parking of a vehicle. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. Garages are not to be used as a living space, smoking area or used in any way for any business purpose. Any work done inside the unit or the garage that utilizes the driveway, at the end of the day the driveway must be cleaned and free from any sawdust or other debris. Declaration XII.J

X. WINDOWS

The windows or other exterior glassed area of any Unit may only be covered with Shutter, louvers, blinds, curtains, drapes and other objects specifically designed as window coverings, except that the same may also be used to display signs to the extent permitted by the Board. Declaration XII.K

XI. PETS

No more than one (1) domestic pet may be maintained in any Unit. "Domestic pet" Shall mean **only** a domesticated breed of dog having a weight not exceeding thirty (30) pounds, or a domesticated breed of cat having a weight not exceeding twenty (20) pounds. Any such domestic pet must be registered with the Board at the time it is brought onto the property. Fish in aquariums may also be kept but except as provided herein no other or further animals or pets, whether caged or not, may be maintained in the Condominium. Pet refuse shall not be left on the Common Elements and shall be removed by the Owner of the pet. Declaration XII.L

In accordance with the Florida Administrative Code, **dogs must be on a leash at all times**, and dogs and cats must have tags. Dogs may be walked on the perimeter of the property or pedestrian walkways providing that their owners **CLEAN UP** and dispose of any fecal deposits created (in accordance with the Animal Services Ordinance).

The Brevard County Animal Control has been authorized to patrol the grounds and any stray animals are subject to be picked up. For ease of identification, all animals should be licensed and wear owner name tags.

XII. LEASE OF A CONDOMINIUM

No Unit may be leased for any period less than one (1) month and the occupancy is only by one (1) lessee and members or his immediate family and guests. No rooms may be rented, and no transient tenants may be accommodated. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time-sharing program is prohibited. The minimum rental period shall not be less than thirty (30) days. Subleasing of units is prohibited. A copy of the lease and a signed declaration that the Lessee has been provided a copy of the SEA SPRAY TOWNHOMES CONDOMINIUM ASSOCIATION, INC. RULES, AND REGULATIONS will be sent to the Association Management Company at the time of occupancy.

All Owners shall be responsible for any violations of this Declaration by their tenants. Declaration XII.M

XIII. ALTERATION OR STRUCTURE

No Owner shall make or permit any opening to be made in any exterior wall (except as such opening is initially installed). Declaration XII.N

No structure of a temporary character shall be permitted on the common elements at any time or used at any time as a residence, either temporarily or permanently. Declaration XII.P

No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary buildings, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill. Declaration XII.O

No object or decoration or alteration or structure or improvement of any nature (Including, but not limited to, pools, screen enclosures, patios (or patio extensions), hedges, walls, buildings, fences, landscaping, exterior paint or finish, statuary, play objects or structures, awnings, shutters, hurricane protection, sheds, basketball hoops, mobile or fixed basketball stands or backboards, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting, sidewalk/driveway surfaced or treatment, or other improvement or changes of any kind visible from the exterior of the unit, whether or not permanently affixed to the land or to other improvements) shall erected, placed or altered on exterior of any unit. Conversion of garages or carports to living space or other uses are hereby prohibited. Declaration XII.S

XIV. CABLE/SATELLITE TELEVISION

Sea Spray is currently serviced by Spectrum. All units are pre-wired for cable and all cable lines must be kept within the wall. No cable lines are permitted outside the wall for any reason.

With regard to Satellite receiving dishes and their placement refer to Declaration XII.V.

XV. EXTERIOR APPEARANCE

Front entryways shall be kept free and clear of all debris, shoes, plants, tables, chairs, bicycles and any other item that may impede the ingress/egress easement into the home or deter from the overall appearance of the property.

Unit owners are required to maintain their back patios and the plants they plant and keep the patio free of unsightly objects, trash and clutter.

No Clothing, laundry or wash shall be aired or dried on any portion of the Condominium property. Declaration XII.U

XVI. RIGHT OF ENTRY FOR MAINTENANCE / EMERGENCIES

In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Association shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency. Declaration XIII

Whenever it is necessary to enter any Unit for the purpose of performing extermination or for any maintenance, alteration, or repair to any portion of the Common Element, each Unit Owner shall permit duly constituted and authorized agents or employee of the Association or independent contractors engaged by the Board to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable notice to the affected Unit owner. Declaration XIV.

XVI. HARASSMENT

Owners, Tenants, Lessees, residents, or their guests shall not engage in any abusive or harassing behavior, either verbal, visual, physical, or any form of intimidation or aggression directed at any Owner, Tenant, Lessee, other residents, or their guests, occupants, invitees or directed at Board Members, Management Company, its agents, it's employees or vendors.

SEA SPRAY TOWNHOMES CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

TABLE OF CONTENTS

I.	RULES AND REGULATIONS ENFORCEMENT	1
II.	USE	1
III.	SIGNS	
IV.	COMMON ELEMENTS	3
V.	PARKING	3
VI.	GARBAGE	3
VII.	NOISE, ANNOYANCE, NUISANCE	3,4
VIII.	VEHICLES	4
IX.	GARAGES	4
X.	WINDOWS	5
XI.	PETS	5
XII.	LEASE OF A CONDOMINIUM	5
XIII.	ALTERATION OR STRUCTURE	5,6
XIV.	CABLE/SATELLITE TELEVISION	6
XV.	EXTERIOR APPEARANCE	6
XVI.	RIGHT OF ENTRY FOR EMERGENCIES, MAINTENANCEABLE AND ALL OTHER RULES	6,7
XVII.	HARASSMENT	7