

**DECLARATION OF CONDOMINIUM OF THE COVE AT BRIAR BAY  
CONDOMINIUM (Dated December 12<sup>th</sup> 2002)**

**As a Homeowner at the Cove at Briar Bay you have agreed to be bound by the following:**

**Page 5 Section 4.2**

**Covenants: Each Unit Owner, it heirs, successors and/or assigns, by their acceptance of the deeds to their individual units, individually and collectively agree to abide by the rules and regulations of the Community Association and the terms and conditions of the Community Association Documents, as may be amended from time to time. All unit owners shall automatically become members of the Community Association upon acceptance of their deeds to their individual units. Each Unit Owner, it heirs, successors and/or assigns, shall be bound by the Condominium Documents, the Community Association Documents, any amendments thereto, and any rules promulgated there under, to the same extent and effect as if he or she had executed such documents for the purposes therein expressed, including but not limited to:**

- A. Subjecting all of his right, title and interest in his unit and tangible personal property therein to the lien rights granted to the Association in the Condominium Documents.**
- B. Adopting, ratifying, confirming and consenting to the execution of such documents by all of the necessary parties thereto.**
- C. Covenanting and promising to perform each and every one of the Covenants, promises and undertaking to be performed by Unit Owners as provided in such documents.**
- D. Ratifying, confirming and approving each and every provision of such documents and acknowledging that all of the terms and provisions thereof are reasonable.**
- E. Agreeing to the right of the persons designated in such documents to use the facilities referred to therein, as set forth and specified in such documents and there shall be no such right of use unless specifically provided for therein, unless otherwise required by law.**

## **WHAT DOES THIS MEAN?**

When you bought your unit, you agreed to abide by the Condominium Declaration and all the rules of the Association.

These rules are to protect your community and investment and will be enforced.

Every Homeowner has a copy of these rules. I will attach those that are currently being contravened, where the Homeowners are in danger of being fined.

**OWNERS HAVE THE RESPONSIBILITY TO MAKE THEIR TENANTS AWARE OF THESE RULES.**

Page 31 section 14

**LEASING OF UNITS - THIS SECTION HAS BEEN SUPERCEDED BY THE MASTER BOARD AMENDMENT 6.22 - SELECT LEASING IN THE MAIN MENU FOR DETAILS.**

~~14.1 No Association Approval Required. The Association shall not have any authority to approve or disapprove of leases.~~ However, each Owner intending to lease his or her Unit shall provide the Association with notice of the term of the lease, names of the tenants and other intended permitted occupants, with daytime and nighttime telephone numbers for emergency contact, prior to occupancy.

**14.2 CONTENTS IN LEASE AGREEMENT.** Every lease, whether oral or written shall contain, and if it does not contain shall automatically be deemed to contain the following:

- A. The lessee and all occupants shall abide by all provisions of the Condominium Documents, the Community Association Documents and reasonable Rules and Regulations of both the Association and the Community Association, all as amended from time to time, the failure of which shall constitute a material default and breach of the lease.
- B. The parties recognize that the Association as agent for the Landlord/Owner has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violation of Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

**14.3 MINIMUM and MAXIMUM LEASE TERMS** The minimum term for any lease shall be six (6) consecutive months and the maximum term for any lease shall be twelve (12) consecutive months.

**14.4 SUBLEASING: RENTING ROOMS. SUBLEASING OF A UNIT SHALL BE ABSOLUTELY PROHIBITED; FURTHERMORE, NO ROOMS SHALL BE RENTED IN ANY UNIT. The intention is that only entire Units may be rented, and Units may not be sublet.**

**FROM EXHIBIT E THE BYLAWS:**

**Page E-23 Section 8 SYSTEM OF FINES FOR NON-COMPLIANCE**

**8.1 AUTHORITY AND SCOPE. The Association may impose fines on any Owner and unit for any violation of the Condominium Documents and Rules and Regulations: as amended from time to time: and/or violations of the law, by Owners or the Owners tenant(s) and/or their family members, agent(s), guest(s), visitor(s) servant(s), etc.**

**8.2 OWNER IS LIABLE. Each and every such violation shall be the responsibility of and attributed to the OWNER (and his unit) regardless of whether the offending party is in fact the Owner or the Owners tenant(s) or their family, agent(s), guest(s), visitor(s) servant(s), etc. As such the Owner is responsible for the actions of the Owner's tenant(s) and their family, agent(s), guest(s), visitor(s) servant(s), etc.**

**WHAT DOES THIS MEAN?**

**Before each new lease, an OWNER who has tenants MUST provide lease information to the Condominium Association and have a tenant with a minimum 6 month/maximum 12 month lease.**

**The OWNER is responsible for the ACTIONS their tenant. The OWNER has the responsibility to provide the Rules and Regulations to their tenants and make sure that they abide by them.**

**The OWNER may not RENT ROOMS**

**The BOARD OF THE COVE CONDOMINIUM ASSOCIATION has the right to evict tenants who do not abide by the Condo Rules.**

**The BOARD OF THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION has the right to fine OWNERS when their tenants do not abide by the Condo Rules.**

Page 26 section 13.3  
PETS AND ANIMALS

- A. Owners, Tenants and Guests are permitted to have pets and animals as a privilege, only as follows:
  - 1. Animals and pets shall be restricted to two (2) dogs and two (2) cats (but not more than two (2) of each), birds in cages in reasonable numbers, and fish in tanks. No such pet or animal shall be bred or kept for commercial purposes. The foregoing shall apply to visiting pets and animals as well. No other pets shall be permitted.
  - 2. When outside of the Unit, all dogs and cats must be accompanied by an attendant, who shall have such dog or cat firmly held by collar and leash. No dogs or cats shall be permitted to run at large outside the Unit.
  - 3. The owner/custodian of each animal and pet and/or the individual walking same shall be required to clean up after the pet/animal.
  - 4. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages cause by the pet/animal to the Condominium Property.
  - 5. Any pet/animal owner's privilege to have a pet/animal reside in the Condominium shall be REVOKED if the pet/animal shall create a nuisance or shall become a nuisance.
  - 6. There shall be no feeding of any animals or birds, whether a pet or not anywhere on the common elements or Association property.
- B. EXCEPTION. The provisions of this Section 13.3 shall yield where necessary to meet the needs of handicapped person pursuant to fair housing laws

**WHAT DOES THIS MEAN?**

Pets must be kept on a leash when outside the Unit

Owners **MUST** clean up after their pets

Any damage to Condominium Property by pets is the responsibility of the Owner

The Condominium Association has the right to ask a Homeowner to remove a pet from the property, if it causes a nuisance.

**OWNERS HAVE THE RESPONSIBILITY TO MAKE THEIR TENANTS AWARE OF THESE RULES.**

**VEHICLES AND PARKING.** The following restrictions apply irrespective of whether the Condominium Property in question lie within areas owned by or dedicated to a governmental entity:

- A. Prohibited Vehicles or Items.** This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles") which are prohibited anywhere on the Condominium Property, unless such vehicle or item is also listed in Subsection B below, in which case it shall then be permitted: Dirt Bikes, Motorcycles, Mopeds or other self powered bicycles; trucks except as otherwise allowed under Subsection B.6 below; agricultural vehicles; dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis; tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or Junkers, or which have flat or missing tires, vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.
- B. EXCEPTIONS TO SUBSECTION A ABOVE.** The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 13.4 and only provided that the vehicle can fit **TOTALLY** within the confines of a single parking space.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.
2. Vehicles regardless of classification, necessary for the maintenance, care and protection of the Condominium Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and Delivery Vehicles, servicing the Condominium Property, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency Vehicles
5. Certain vans and sports utility vehicles which are permitted. A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which vehicle fit wholly within the confines of a single parking space.
6. Pick-up trucks which are permitted. A two-axle pick-up truck which is not a commercial vehicle as defined below, whether or not a camper top is added, shall be permitted.

## **CLASSIFICATIONS AND DEFINITIONS**

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck van or sports utility vehicle. If the guide does not contain reference to a particular vehicle, then the manufacturers' classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classification hereunder. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classification under this Section 13.4
2. A "Commercial Vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g. THE VEHICLE DISPLAYS WORK EQUIPMENT TO VIEW AND/OR IS COMMERCIALY LETTERED OR CONTAINS A COMMERCIAL OR BUSINESS LOGO. ACTUAL USE OF THE VEHICLE SHALL YIELD TO ITS OUTWARD APPEARANCE. A vehicle with a covered sign or logo shall STILL be considered to be a commercial vehicle. A vehicle with a

removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

**D. THE FOLLOWING ADDITIONAL REGULATIONS APPLY;**

1. **NO REPAIR (Including changing of oil) of a vehicle shall be made within the Condominium, except for minor repairs necessary to permit the removal of a vehicle, However, washing, waxing or the changing of tires of a vehicle are permitted.**
2. **No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Condominium Property at any time for any reason.**
3. **No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors)**
4. **Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.**
5. **No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.**
6. **VEHICLES MUST BE PARKED HEAD IN ONLY, COMPLETELY TO BUMPER STOPS.**
7. **All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.**
8. **There will be times where vehicles must be removed from parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 13.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under Section 13.4**
9. **Vehicle washing is permitted only in designated areas, WITH WATER RESTRICTION RULES IMPOSED BY GOVERNMENTAL AUTHORITY TO BE OBSERVED.**

**No Owner or lessee, or their family members, Guests and invitees shall park in a limited common element parking space assigned to another Unit**

**THE VEHICLE SPEED LIMIT IS 15 MPH**

**WHAT DOES THIS MEAN?**

All Commercial/Unightly/Unregistered vehicles will be TOWED at the Owners Expense.

Park your vehicle Head In.

No car washing at this time due to County Water Restrictions.

Vehicle oil leaks will be cleaned up at the Owners Expense.

Motorized Scooters are not allowed

**OWNERS HAVE THE RESPONSIBILITY TO MAKE THEIR TENANTS AWARE OF THESE RULES.**

**Page 31 section 13.7**

**TRASH AND GARBAGE** No trash shall be discarded on any part of the Condominium Property except in receptacles supplied by the Association. **RECEPTACLES ARE NOT TO BE USED FOR DISPOSAL OF FURNITURE APPLIANCES, CARPETING, CHRISTMAS TREES AND ANY OTHER LARGE OBJECTS.** Grease and cooking oil shall not be poured into the garbage disposal or sink drain. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by collection authorities and if not then made available by the Association. **BULK TRASH SHALL NEVER BE ALLOWED TO REMAIN IN ANY OF THE COMMONLY USED AREAS OF THE CONDOMINIUM.** The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

**WHAT DOES THIS MEAN?**

**NO FURNITURE DUMPING.** The OWNER is responsible for the removal of large items from Condominium Property.

**OWNERS HAVE THE RESPONSIBILITY TO MAKE THEIR TENANTS AWARE OF THESE RULES.**

**ANYONE DUMPING LARGE ITEMS WILL BE CHARGED FOR THEIR REMOVAL.**

**Page 30 section 13.5**

**NUISANCES, ORDINANCES AND LAWS.** No Owner, occupant or Guest shall use any of the Condominium Property, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Condominium Property to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instruments, stereo, radio or television shall be played between the hours of 11.00pm and 8.00am, if same can be heard by any other Owner or occupants.

**Page 31 section 13.9**

**LOITERING.** Loitering on the Condominium Property shall be prohibited and shall constitute a nuisance.

**WHAT DOES THIS MEAN?**

**NO LOUD NOISE THAT WILL DISTURB YOUR NEIGHBORS**

**NO HANGING OUT ON YOUR NEIGHBOR'S STAIRS OR IN FRONT OF YOUR NEIGHBORS UNIT.**

**OWNERS HAVE THE RESPONSIBILITY TO MAKE THEIR TENANTS AWARE OF THESE RULES.**

**Page 24 section 12.4 C.2.**

**WINDOWS.** Reflective material/window tinting is/are permitted on the windows, so long as the color is clear, smoked brown or gray. At no time shall aluminum foil be permitted on the inside or outside of the windows. **WINDOW TREATMENTS MUST BE WHITE, OFF-WHITE OR BEIGE WHEN VIEWED FROM THE OUTSIDE.**

Page 24 section 12.4 C.4.

**SIGNS.** No signs of any type shall be maintained, kept or permitted on any of the Condominium Property, including Unit (Interior or exterior) such as may be viewed from the common elements, limited common elements or other Units.

**EXCEPTIONS:** The following shall be deemed not to violate this Section 12.4.C.1

1. Official Notices of the Association
2. Signs on permitted vehicles under Sections 13.4.B 1,2,3 and 4

**WHAT DOES THIS MEAN?**

**NO SHEETS AT WINDOWS**

**NO "FOR SALE" OR "FOR RENT" SIGNS**

The Cove is a Private Residential Community; there should not be any 'DRIVE BY' traffic within the property.

All Owners selling or renting their property should make their AGENT aware that NO SIGNS are permitted at the Cove.

**THESE ARE SOME OF THE CONDOMINIUM RULES THAT YOU HAVE ALL AGREED TO ABIDE BY.**

**THESE RULES ARE TO MAINTAIN A HIGH STANDARD FOR ALL HOMEOWNERS.**

**IF YOU REQUIRE ANY FURTHER INFORMATION ON THE CONDOMINIUM RULES OR ANY CLARIFICATION, PLEASE EITHER CONSULT YOUR COPY OF THE CONDO DOCUMENTS OR EMAIL**

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