

# **Sykes Cove Community Association Governing Board Policies**

Approved by the Board of Directors: September 25<sup>th</sup>, 2024

The Sykes Cove Community Association By-Laws outline the roles, rights, and responsibilities of the Board of Directors (BOD). As written this legal instrument provides the Board of Directors the ability “to adopt administrative rules and regulations governing the administration, management, operation, and use of the Property and to amend such rules and regulations from time to time...” Further, it states “uniform rules and regulations governing the use of the Property shall be adopted from time to time by the Board. All Owners shall obey the rules and regulations as adopted by the Board.” Please see our official By-Laws Article III, Section 10 and Article VI Rules and Regulations, for full wording.

Therefore, in working within the Board of Directors' legal scope and in accordance with the changes in the Florida Statutes as of July 1<sup>st</sup>, 2024 dealing with Homeowners' Associations, the Board of Directors of Sykes Cove Community Association (SCCA) has updated its Governing Board Policies, which are the administrative rules and regulations governing the Association.

These Governing Board Policies also reference the existing Covenants, Conditions & Restrictions (CC&Rs), and any amendments to those CC&Rs from all previous years since the documents were recorded with the State. This unification of information shall serve as a convenience only and it is the homeowner's responsibility to always read and reference the original CC&Rs, Articles of Incorporation, By-laws and Amendments for full wording.

The original CC&Rs and their Amendments have been underlined in the text as any changes to this wording would require a vote of the membership and/or the BOD and the Board of Directors would like it shown that no changes have been made to the original CC&Rs or their Amendments. Governing Board Policies are written below the original underlined CC&Rs and Amendments in each section of this document. If a section does not include an underline reference to the CC&Rs or an Amendment this means the topic was not written into the original governing documents and will be governed by these Board Policies from this day. Again, it is the homeowner's responsibility to always read and reference the original CC&Rs, Articles of Incorporation, By-laws and Amendments.

## **Board Policies Document Sections**

### **Section I Governing Board Policies and included CC&Rs and Amendments**

### **Section II Architectural Review Request Provisions**

### **Section III Violation Policy**

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### **Section V Governing Policies over the Board of Directors**

### **Section VI Official Records Request & Resident Privacy Act**

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### **Section X Board Harassment, Threats and Intimidation Policy**

# **Section I**

## **Governing Board Policies**

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### **Covenants, Conditions & Restrictions (Original and Amended)**

The following policies set forth in this document, along with the existing Covenants, Conditions and Restrictions (CC&Rs), By-Laws, Articles of Incorporation and their Amendments shall govern all Sykes Cove Community Association residents; and shall govern the Board of Directors, Architectural Review Committee (ARC) and Violation Committee in their responsibility to govern the Association, approve and/or deny Architectural Review Request (ARR) and enforce violations.

#### **1. Approved Architectural Review Request by any Previous Board of Directors and/or ARC:**

- a. Any previously approved ARR does not absolve a homeowner from complying with governing documents.
- b. If a ARR was approved by mistake or was due to oversight that does not mean the home shall be allowed to stay in violation.
- c. The Board of Directors at their discretion may request the home come into compliance with our governing documents by way of initiating and following through with the violation process outlined in our governing documents.
- d. **In the event that a home being sold is in violation of any of our governing documents, the Homeowner must, at that time, bring the home into full compliance prior to being sold or the Board of Directors will initiate the violation process, if it has not already done so.**

#### **2. All Previous Modifications and homes in Violation:**

- a. No modifications, installation, paint colors, mailboxes, pavers, doors, fences, items, etc., currently on any home is grandfathered in and will be not cause for approval from the ARC.
- b. Any home in violation of the policies set forth in any of the governing documents that is requesting an ARR application for the area in violation may, at that time, be required to come into full compliance with the governing documents. Even if that means a complete change in design and/or a full replacement is required.
- c. This decision is at the full discretion of the Board of Directors and the ARC.
- d. Examples could include:
  - a. If a homeowner wants to replace a plastic mailbox with new plastic mailbox this request will be denied as plastic mailboxes are not allowed and must match the style and color of the home.
  - b. If a homeowner wants to repaint their home the same color but the color is out of style, is not cohesive with the community or should have not originally been approved due to it being too bold, garish, etc., this request will be denied.

#### **3. Architectural Review Committee Basis for Decisions:**

- a. The Declarant shall approve or disapprove the application in its discretion, based on the nature, kind, shade, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which in the sole opinion of the Declarant will affect the desirability or suitability of the construction. Declarant reserves the right to grant variances from the provisions of this Declaration based on architectural merit or existing landscape conditions. (\*\*See Original CC&Rs Page 1360).
- b. \*\*\*See Original CC&Rs Article IV Page 1359-1360 for full description.
- c. The Board of Directors and/or ARC can deny any ARR at their discretion based purely on aesthetics and the cohesion of the request with the existing color, style and design of the home.

#### **4. Access to Common Areas, Neighboring Lots, Vendor Requirements:**

- a. All exterior changes and modifications shall be completed in a manner so that they do not materially damage the common areas of the Association or individual Lots. Nor shall they in any way impair the integrity of the improvements on the property subject to maintenance by the Association.
- b. No homeowner shall permit their contractor to access or otherwise cross the common areas, or another person's Lot without receiving written permission in advance from the Board of Directors or the Property Manager Company. In the case of accessing another person's Lot, permission shall be obtained from the Lot Owner.

- c. Other than the record titleholder of the Lot, any contractor or installer who will cross the common areas to access the construction site, shall provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability including completed operations: statutory minimum amount. Worker's Compensation: statutory minimum amounts. The Board may establish these amounts.
- d. Homeowners are responsible for any damages to the Common Areas and other Association property. Homeowner is responsible for restoring, re-grading, repairing & replacing any damaged grass, plants, or irrigation on the common area or any adjoining Lots, caused by this construction.
- e. Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, construction trash, etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.
- f. Homeowners shall be held responsible for the acts of their employees, subcontractors, and any other persons or parties involved in the construction or alteration of the home site. The responsibilities include but are not limited to the following:
  - i. Ensuring that the construction site, community properties, and roadways are kept clean and free of all debris and waste materials and that stockpiles of unused materials are kept in a neat and orderly fashion.
  - ii. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of others on the site.

**5. Aerials, Antenna and Satellite Dishes:**

- a. Aerials and Antenna: No radio or television aerial, antenna, satellite dish, or any other exterior electronic equipment or devices of any kind shall be installed or maintained on any Lot or the exterior of any structure located on a Lot without the permission of Declarant. (\*\*See Original CC&Rs Pg 1358)
- b. ARR requests should include:
  - i. Description of work to be performed.
  - ii. Type and location of structure to be installed.
- c. Requirements:
  - d. HAM or CB antennas are not permitted.
  - e. Satellite dishes are permitted and must installed on either the side or preferably the back of the house.
  - f. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the approval of the ARC. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited.
  - g. No such equipment may interfere with the radio or television reception of other homes.
  - h. All installations shall meet the minimum wind load requirements of the Florida Building Code (latest edition) concerning wind resistance and other applicable requirements.
  - i. Homeowners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard and shall be responsible for their maintenance, repair, and replacement, and the correction of any safety hazard.
  - j. If antennae or satellite dishes become detached, Homeowners shall remove or repair such detachment within seventy-two (72) hours of the detachment.

**6. Awnings:**

- a. Permanent awnings are permitted and require ARC approval before installation.
- b. Awnings must complement the existing style and colors of the home.
- c. ARR requests should include:
  - i. Description of work to be performed.
  - ii. Dimensioned drawing including location of awnings.
  - iii. Awning styles image.
  - iv. Awning color sample.
- d. Requirements:
  - i. Awnings are permitted on the rear of the home and must not be visible from the street.
  - ii. Frames must be white or bronze.
  - iii. Awning installation should follow local building codes and the homeowner is responsible for obtaining permits and following set-backs as required by state laws.

- iv. Retractable awnings (“Sun Setter” or roller style) are permitted on the rear of the home and must not be visible from the street.
  - 1. Frames must be white or bronze, with the fabric or cover material in a color to complement the body color of the home.
  - 2. Swatches of the material color must be submitted with the ARC application.
  - 3. Approved Retractable awnings must be fully retracted when not in active use.
- v. All awnings shall be lowered and secured or removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.
- vi. All retractable awnings shall be lowered and secured or removed during Hurricane season (June 1 – November 30) if the homeowner will not be residing in the home during that time and would otherwise not have the ability to remove the items in the event of a tropical storm warning or hurricane warning.

**7. Air Conditioners:**

- a. Air Conditioners, Pool Equipment and Generators: No air conditioning units, pool equipment, generators, or other mechanical equipment shall be installed on the front of any building (or the side of a building which faces a street), unless previously approved in writing by the Association. Air conditioning units, pool equipment, generators, and mechanical equipment may be installed at the side or back of the residence, provided they are at least 3 ½ feet from the closest property line. Each unit must be adequately and ornamentally screened if visible from the street. Existing equipment will be grandfathered but must be shielded from view from the street. Window air conditioning units, approved in advance by the association, are permitted on a temporary basis not to exceed 60 days and in response to emergency conditions, e.g., storm damage, fire, floor, or similar catastrophe. (\*\*See Original CC&Rs Pg 1357 and Amendment 2009 Pg 6498)
- b. AC units require ARC approval before installation.
- c. ARR requests should include:
  - i. Description of work to be performed.
  - ii. Drawing showing installation location and including existing structures, setbacks, and true north orientation.
  - iii. Plan for screening if not behind a fence.
- d. Requirements:
  - i. Air conditioners are required to be central units with no window units permitted.
  - ii. In the event of electrical power failure, temporary window fans or air conditioners may be installed in windows where emergency generators are available. These fans and air conditioners must be removed immediately after power has been restored.
  - iii. AC units must not be seen from the street view.
  - iv. AC units must be screened from view using a fence or landscaping. \*\*See “Fences, wall and hedges” section for more information.
  - v. No AC units installed on the front of the Lot are grandfather in and the ARC may require new AC units be installed on the side or rear Lot. This is at the sole discretion of the Board and will be determined on a case-by-case basis.

**8. Boats, Jet Skis, Watercraft & Boat Trailers**

- a. No Parking of Vehicles, Boats, etc.: Wheeled vehicles of any kind, boats, or any other offensive objects may not be parked or kept on any part of a Lot forward of the house... Boats, recreational vehicles, trailers, motor homes mobile homes, pick-up trucks, camping trailers, and all commercial vehicles must be completely housed within the closed garage... All vehicles and boats shall be in good running working condition; repair of vehicles or boats (other than emergency repair or maintenance not to exceed 2 days) or storage of disabled vehicles or boats is not permitted within the property. (\*\*See Original CC&Rs Pg 1357 and Amendment 2009 Pg 6498 for full wording.)
- b. Requirements:
  - i. NO watercraft, motorized or non-motorized, and/or storage trailers may be stored on the front of a Lot longer than 3 (three) days without prior approval from the Board of Directors and/or Property Management Company.
  - ii. If a homeowner needs to do maintenance and/or repairs on their watercraft or storage trailers which will take longer than 3 (three) days the homeowner is required to get prior approval.
  - iii. Motorized watercraft may be stored on the property inside a garage or on a boat lift ONLY.
  - iv. Non-motorized watercraft may be stored on a dock, inside a garage, or on the side of a Lot, only if screened behind a fence and so long as the equipment does not exceed the height of the fence. Items are not permitted to be seen from the street.
  - v. Boat trailers may be stored inside the garage. Boat trailers may not be stored anywhere else on the property.

9. **Canopies & Tents:**

- a. The permanent installation of canopies (pop-up sunshades) and tents is not permitted.
- b. Exception will be for private parties and such fixtures or decorations may be installed 24 hours prior to and must be removed within 24 hours of the party.

10. **Car Covers:**

- a. Car covers including tarps are not permitted outside the home, only in the garage.

11. **Construction - New & Remodeling:**

- a. Single Family Residence Only: Except as provided elsewhere in this Declaration, no structure shall be erected, altered, or permitted to remain on any Lot other than for use as a single-family residence. No building on any Lot shall be owned, rented, or leased separately from the ownership, rental, or lease of the entire Lot. No trailer, basement, garage, or any outbuilding of any kind (other than a guest house or servants' quarters, if otherwise permitted) may be used as a residence either temporarily or permanently. (\*\*See Original CC&Rs Pg1357)
- b. Lot Description: Only one residence may be built on a Lot. No Lot shall be further subdivided or separated into smaller parcels without the consent of the Declarant; provided, however, that this shall not prohibit corrective deeds or similar corrective instruments. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions of this Declaration. (\*\*See Original CC&Rs Pg1357)
- c. Minimum Square Footage: The residence constructed on the Lot must be of at least the following minimum size, exclusive of screened porches, garages, and storage rooms: (\*\*See Original CC&Rs Pg1357, Amendments: Pg)
  - i. For a one-story residence which is not waterfront, 1,8000 square feet.
  - ii. For a one and half-story, split-level, or two-story residence, or waterfront residence, 2,000 square feet.
- d. Maximum Height: Unless approved in writing by the Declarant, the height of the main residence on each Lot shall be no more than two full stories above the normal surface of the ground. (\*\*See Original CC&Rs Pg1357)
- e. Completion of Construction: Once construction of any building is begun, work shall be diligently continued until full completion. The main residence and all related structures shown on the plans and specifications approved by the Declarant must be complete within eight (8) months after the start of construction unless such completion is made impossible as the direct results of strikes, fires, national emergencies or other calamities outside the control of the builder. Prior to completion of construction, the Owner shall install at his expense a suitable concrete driveway from the paved portion of the street to his garage entrance. During construction on any Lot, all delivery trucks and other vehicles involved in the construction (except those heavy enough to damage the driveway) shall enter the Lot only at this location. (\*\*See Original CC&Rs Pg1358)
- f. Well Limitation: Water Supply: The central water supply system now established for the Property shall be used as the sole source of water for all water spigots and outlets within all buildings and improvements located on each Lot. Each Owner shall at his own expense pay water meter charges established or approved by the appropriate regulatory authority. After such connection, each Owner shall pay when due the periodic charges or rates for furnishing or water made by the supplier thereof. No individual water supply system or well shall be permitted on any Lot except solely to supply water for use on the Lot for air-conditioning, heating, irrigation, swimming pools, or other exterior use. All pumps shall be located on the side or rear yard. Any pump within a side yard must be adequately or ornamentally screened so as to be shielded from view from the street. (\*\*See Original CC&Rs Pg1357)
- g. Sewage Disposal: Each Owner, at his own expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot. After such connection, each Owner shall pay when due the periodic charges or rate for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal shall be installed or maintained on any Lots and no sewage shall be discharged onto the open ground or into any river, marsh, pond, park, ravine, drainage ditch, or canal access way, unless required by the appropriate governmental authority. (\*\*See Original CC&Rs Pg1357)
- h. **New Construction Remodeling & Building Plans:**
  - i. All new construction, remodeling, and building plans must be submitted for approval from the ARC before ANY construction work can begin.
  - ii. All construction plans/drawings must include at a minimum:
    1. Scaled-dimensioned drawing of the proposed construction or modification which is clearly labeled and not missing any information and shall be labeled with the True North orientation.
    2. Property site plan, Lot lines, setbacks, and clear delineation, identification, and distances to existing structure(s) or landmarks and adjoining properties and/or any new structures being installed.

3. Elevation drawings with call-outs if the construction or remodel includes new or changes to the existing façade of the home.
4. Property Survey and a copy of the application for a county permit.
- iii. ARR applications must include:
  1. Window and Door style images and color samples.
  2. Color samples of exterior house paint.
  3. Driveway paver style and color and/or concrete stain style and stain color.
  4. Roof Color Sample.
  5. Landscape plan (if applicable).
  6. New construction only: Builder proof of liability insurance.
  7. Request for an on-site dumpster with an estimated date of removal.
- iv. Site Appearance & Clean-Up:
  1. Owners are responsible for all cleanup of any improvement project.
  2. All debris, sod, soil, construction trash, etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.
  3. On-site dumpsters must be removed by the date listed on the approved ARC form or Owners need to request an extension.
- i. Additional requirements:
  - i. The above is in no way a complete guideline for all new construction, remodeling, and building projects.
  - ii. Please review all areas of this document for additional rules and regulations as projects may be subject to additional requirements.

## 12. Docks:

- a. Waterfront Lots: The following applies to all waterfront Lots: (\*\*See Original CC&Rs Pg1359)
- b. No commercial use. The waterfront property shall not be used for any commercial purpose, or for any other use which is objectional to Declarant (Association) or a majority of the Owners of waterfront Lots within the Property. (\*\*See Original CC&Rs Pg1359)
- c. Waste: No trash, garbage, sewage, wastewater (other than surface drainage and water discharged from swimming pools) rubbish, debris, ashes, and other refuse shall be deposited into the water. (\*\*See Original CC&Rs Pg1359)
- d. Bulkhead Lines: No Lot shall be increased in size beyond the established bulkhead by filing in the waters on which it abuts. No change in elevations of the land shall be made which will cause undue hardship to adjoining property. (\*\*See Original CC&Rs Pg1359)
- e. Docks: No docks, boat slips, mooring pilings, or any other construction shall be erected on the waterfront with the written consent of the Declarant, in addition to any other Federal, State, or Local permit required. No plan will be approved if it is deemed to cause undue hardship to adjoining owners. (\*\*See Original CC&Rs Pg1359)
- f. Dock Use:
  - i. All Docks are for “Private Single-Family” use only. These docks are reserved for the sole use of the residents of the Lot on which they are constructed.
  - ii. “Private Single-Family” docks are allowed to have up to two (2) boat lifts and/or slips so long as county codes and setback requirements are met.
  - iii. 1 (one) Floating dock is permitted. Additional floating docks may be allowed upon ARC approval and are lot dependent.
- g. Dock Standards and Appearance:
  - i. Docks, boats, boat lifts, and dock accessories must be used and maintained so as not to be a hazard to people, vessels, wildlife, or the environment.
  - ii. Docks, dolphins, bulkheads, boat lifts, and mooring posts must be maintained in good working condition at all times for safe use and an aesthetic appearance.
  - iii. At no time will bent, warped or missing boards or pilings be permitted.
  - iv. All items stored on Docks are required to be **stowed and secured in an orderly, seaman-like manner at ALL times.**
  - v. Moored Vessels shall not block or create a hazard to waterway navigation.

- h. Dock Storage:
  - i. Personal watercraft, unpowered vessels such as canoes, kayaks, sculls, John boats, and unregistered sailboats may be stowed and secured on the dock surface without limitation so long as they are stowed and secured in an orderly, seaman-like manner at all times they are not in use.
  - ii. Storage lockers, dock boxes, and other boating accessories shall be no higher than 32 inches in height, except for boatlifts or other per-approved structures.
  - iii. Creation of a barrier/wall through the placement of equipment or dock materials is not permitted.
  - iv. “Jerry Jugs” or any type of gas cans/tanks are **not** permitted to be stored on docks.
  - v. Boat repair parts, batteries, oils, etc. may **not** be stored on docks.
  - vi. In the event of a Tropical Storm or Hurricane Warning it is the Owner’s responsibility to remove any unsecured items and/or floating docks to ensure the safety of other homeowners and their property.
  
- i. Dock Entertainment Structures:
  - i. Gazebos, Pergolas, Palapas, Tiki Huts, and other entertainment structures are permitted on docks with prior ARC approval.
  - ii. Structures may not “unreasonably” block aesthetic view and shall be designed to minimize all view obstructions.
  - iii. Structures may not be enclosed or have doors and/or walls.
  - iv. The acceptable maximum size is 10 feet by 10 feet, with a maximum roof height of 10 feet.
  - v. Design and colors must coordinate with the existing style of the home.
  
- j. Docks in Disrepair:
  - i. Any part of a dock, its structure, accessories, or boat lifts that come into disrepair is required to be fixed within thirty (30) days of notice by the Board of Directors and/or the Property Management Company. If additional time is needed for repairs, it is the homeowner’s responsibility to contact the Board of Directors and/or Property Management Company to come to an acceptable agreement on the time frame of the repairs. Repairs require ARC approval.
  - ii. Docks are subject to enforcement action by Agencies of the Government regardless of when constructed, and unapproved docks, slips accessories, boat lifts, and unapproved alterations are also subject to appropriate enforcement action by the Association.
  - iii. NO docks (no matter what year constructed) are “grandfathered” in and should they fall into disrepair will be subject to all current county and state building codes.
  - iv. The Association and/or residents may at any time call code enforcement should a dock become a hazard.
  
- k. Dock and Boat Lift Coverings:
  - i. Boat lift and dock coverings are NOT permitted at this time.
  
- l. Dock Construction:
  - i. Construction may NOT begin without ARC approval.
  - ii. Maximum dock square footage, length, width, and setbacks should follow State and Local building codes.
  - iii. ARR requests shall include:
    - 1. New construction and repairs (other than replacing ten (10) or fewer dock deck boards) require the following be submitted to the ARC (if appropriate for the project) for approval:
      - a. Scaled-dimensioned drawing of the proposed construction or modification which is clearly labeled and not missing any information and be labeled with the True North orientation. Drawings must include at a minimum:
        - b. Property lines, boat lifts, boat slips, stairs, boating accessories, storage units, setbacks, material call out, and clear delineation, identification, and distances to existing structure(s) or landmarks and adjoining properties.
        - c. Property Survey and a copy of the application for a county permit.
        - d. Color samples of paint and/or stain color to be used on the dock, or denoting the use of the natural wood.
  - iv. Waterways must be kept free of any debris during repairs and/or construction. It is the homeowner’s responsibility to **immediately remove any debris that may accidentally be deposited into the waterway.**
  - v. Construction and repairs must not create a hardship or block a vessel from navigation upon entering or exiting its dock.
  - vi. Boat ramps are prohibited from being built on any property.

### 13. Dog Houses, Kennels and Runs

- a. All dog houses must be located in a privacy-fenced rear yard and within the side setbacks of the house.
- b. The height of the doghouse may not exceed the height of the fence. These are subject to the proper maintenance, care, and appearance as with any structure.

- c. Dog houses shall be a minimum of fifteen feet (15') from neighboring property lines.
- d. The placement of dog houses must also take into consideration safety concerns, noise minimization, the possibility of offensive odors, etc.
- e. Dog runs (partial fencing of an area) and kennels are not permitted.

#### 14. Doors (Exterior):

- a. New and replacement doors require ARC approval.
- b. Doors must complement the existing style and façade of the home.
- c. ARR requests shall include:
  - i. Images of the door style.
  - ii. Glass insert style (if applicable).
  - iii. Color selection – paint and or stain color.

#### 15. Driveways

\*\*\*See Original CC&Rs Pg1358 for additional driveway construction information. This section references the requirement for a driveway only.

- a. All driveways; new, repairs, and remodels require ARC approval before work can begin.
- b. Driveway color and style sections must complement the existing color, style, and façade of the home.
- c. ARR requests shall include:
  - i. Dimension drawing or construction plan for the driveway.
  - ii. Material Selection Call Out
  - iii. Style Images
  - iv. Color Sample
- d. Requirements:
  - i. Driveways and entrances to garages may be concrete, interlocking stone, stamped concrete, or brick pavers.
  - ii. Spaces between pavers shall be sanded.
  - iii. Asphalt, loose gravel, stabilized rock, and sand base driveways are prohibited.
- e. Extensions:
  - i. Existing driveway must meet setbacks and abide by the “25% grass rule” to be considered for approval. The extension should match the existing driveway in design, material, and color.
  - ii. No driveway extension shall be permitted beyond the external sidelines of the garage, except for pathways to the back of the property which requires prior approval.
- f. Painting, Resurfacing & Sealing:
  - i. Painting or staining of any concrete, stone, or brick pavers that are part of the driveway or sidewalk is not permitted without ARC approval.
  - ii. Paint or stain swatches must be provided before approval and sections must complement the existing color, style, and façade of the home.
  - iii. Sealing of pavers in a clear, protective sealant does NOT require ARC approval.
- g. Appearance:
  - i. Grass and weeds shall not be permitted to grow between seams, cracks, or spaces in driveways.
  - ii. Driveways must be kept free of mold, mildew, and rust stains at all times.
  - iii. Should a driveway fall into disrepair it is required to be fixed within thirty (30) days of notice by the Board of Directors and/or the Property Management Company. If additional time is needed for repairs, it is the homeowner’s responsibility to contact the Board of Directors and/or Property Management Company to come to an acceptable agreement on the time frame of the repairs. Repairs require ARC approval.



**16. Elevation – Changes in Grate & Water Run Off:**

\*\*\*See Original CC&Rs Pg1358-1359 for additional sewage disposal and water run-off information.

- a. No owner shall excavate or extract earth (dirt) from a Lot for any business or commercial purpose.
- b. No elevation changes shall be permitted that materially affect the surface grade of surrounding Lots or change the flow and drainage of surface water in the Community.
- c. This does not apply to county-permitted driveways and pools that require excavation and grading for installation, so long as they do not affect abutting lots drainage or cause flooding or pooling of rainwater.
- d. If elevation changes are deemed to cause flooding and/or drainage issues to an abutting lot either during or after construction, the homeowner (who changed their lot elevation) is responsible for correcting these issues at their own expense. Even if the changes were approved by a county permit and/or the ARC.
- e. Water run-off from one owner's property cannot be funneled, concentrated, or piped onto a neighbor's property.

**17. Encroachment & Planting on Common Grounds:**

- a. No extension of the landscaping of an Owner's Lot will be permitted onto Association common grounds.
- b. Owners shall not put trees, bushes, plantings, bird baths, lawn ornaments, lights, planters, bird feeders, flowerpots, picnic tables, furniture, fences, walks, hedge enclosures, and other types of groupings on common grounds or other Association property.
- c. Common grounds donations are allowed and appreciated but must be approved by the Board before installation.
- d. Homeowners are not allowed to store yard debris, or clippings near, around, or on top of storm drains.
- e. Homeowners are not allowed to store yard debris, or clippings near, around, or on top of another neighbor's grass, yard or driveway.

**18. Fences, Wall & Hedges:**

- a. Fences, walls, and hedges: No fence or wall may be built, or hedge maintained, forward of the front line of the main residence, except that small privacy gardens known as "lanais" may be fenced or walled with the written consent of Declarant. On a corner lot, no fence or wall may be built, or hedge maintained, closer than 25 feet to a right-of-way line. The height of fences, walls, and hedges is restricted to no more than 6 feet from the normal surface of the ground. All fence and wall supports shall be constructed on the residence side of the fence. If in Declarant's judgment any fence, wall, hedge, shrub, brush, tree, or any other object, natural or artificial, will obstruct the view of motorists upon any street with the Property, Declarant shall have the right but not the obligation to require the Owner to remove it. (\*\*\*)See Original CC&Rs Pg1357)
- b. Fences, walls, and hedges ALL require ARC approval before work can begin.
- c. Color and style sections must complement the existing color, style, and façade of the home.
- d. The Association reserves the right to prohibit fencing of certain lots due to aesthetic reasons.
- e. ARR requests shall include:
  - i. Dimension drawing or construction plan for the fence, wall, or hedge, with heights called out and denoting setbacks in the number of feet. (Please use different colors or line styles to distinguish the survey from alternations).
  - ii. Material selection callouts.
  - iii. Fence style images.
  - iv. Fence color sample.
  - v. Tree or shrub selection images (if applicable).
- f. Fence Requirements:
  - i. Acceptable fence materials include galvanized chain link, vinyl-coated chain link (Black or Green), aluminum, vinyl, wrought iron, and wood.
  - ii. Chicken wire fences are not permitted.
  - iii. Fences walls, and hedges may not exceed 6 feet in height.
  - iv. Fences may only be installed starting from the front corner of the home toward the back of the Lot.
  - v. Due to utilities and drainage, front yards may not be fenced.
  - vi. It is recommended that fences not be installed in drainage or utility easements.

- vii. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area.
- viii. Should the City, or County be required to correct a drainage or utility situation either above or underground on lots affected by swales, rear yard drains, or easements, the homeowner is responsible for all costs associated with the removal and reinstallation of the fence installed in said easement.
- ix. All required governmental approvals/permits for fence construction are the responsibility of the Owners and must be obtained before construction. It is the responsibility of the Owner to comply with all City, County, and/or Association requirements, whichever is most stringent.

g. Appearance:

- i. Shrubbery and grass shall not be allowed to grow through or between the fence.
- ii. Fencing must remain in “like new” condition at all times.
- iii. “Like new” condition means that regular cleaning of the fence would be needed to keep the crisp, clean appearance. “Like new” also means that any repairs to maintain the vertical nature of the fence should be performed on an as-needed basis. At no time will bent, warped, unstable, or loose fence panels or posts be allowed.
- iv. Should a fence fall into disrepair it is required to be fixed within thirty (30) days of notice by the Board of Directors and/or the Property Management Company. If additional time is needed for repairs, it is the homeowner’s responsibility to contact the Board of Directors and/or Property Management Company to come to an acceptable agreement on the time frame of the repairs. Repairs require ARC approval.

h. Waterfront Lots Additional Restrictions and Guidelines:

- i. **A fence, wall, or hedge may not block the view of the water or block the view of a neighboring property.**
- ii. Fences starting or continuing from the back of the house to the seawall will be built a maximum of 4 feet high and made of see-through material such as chain link or narrow slat/narrow picket fence.

i. Hedges & Plantings used as Screens:

- i. If hedges or plantings are used for screening, plantings must initially (i.e. when first planted or installed) conceal a minimum of eighty percent (80%) and completely conceal the structure within one (1) year from the date of approval.
- ii. When proper height is attained, the plants will then be properly trimmed and maintained at that height.
- iii. Any dead or dying plant should be immediately removed and replaced with the same or similar type and height of the plant.
- iv. All landscaping, and/or fencing used to conceal structures must not encroach or trespass on a neighboring property or disturb yard drainage.

**19. Flags & Flagpoles:**

- a. Flag poles will require approval from the ARC.
- b. ARR requests shall include:
  - i. Dimension drawing denoting the location of the flagpole on the Lot.
  - ii. Names of types of flags to be installed.
- c. Requirements:
  - i. Flags should not exceed four-foot by six-foot (4’ x 6’) size.
  - ii. One US flag and/or one of the following are permitted: one State of Florida, one POW, or one US Military flag is allowed. Other flags are prohibited on flag poles.
  - iii. All other smaller types of flags are considered lawn ornaments.
  - iv. \*\*\*Please see Lawn Ornaments section for further guidelines.
- d. Appearance:
  - i. Flags shall be replaced if faded, tattered, or in poor condition.
  - ii. Flag poles and flag attachments will be kept in a clean and maintained condition.

**20. Front Entry:**

- a. Front entry into the home may not be screened and must be left open.
- b. Front screen room porches are prohibited.
- c. No front entry or front porch may be expanded or altered in size or design without ARC approval.

## 21. Garages:

- a. Garages: No carports shall be built on any lot. Each house shall have a garage with a capacity of at least two automobiles, equipped with automatic garage door openers. Painted or colored garage doors, reinforced and constructed of steel, aluminum, wood, fiberglass, or vinyl with glass or Plexiglass windows are permitted. Unpainted, clear, or semi-opaque garage doors constructed of fiberglass or plastic and which transmit light are not permitted. (\*\*See Original CC&Rs Pg 1357, CC&Rs Amendment 2009 Pg 6498)
- b. ANY changes to garage doors including; style, paint color, full replacement, and adornments ALL require ARC approval.
- c. ARR requests shall include:
  - i. Explanation of work to be performed.
  - ii. Image of the style of the new or replacement door (if applicable).
  - iii. Color sample and name of paint.
  - iv. Images of adornments (if applicable).
- d. Requirements:
  - i. Replacement of garage doors shall meet current County and State codes at the time of replacement.
  - ii. If there is more than one (1) garage door and the new door cannot be an exact match, then all doors must be replaced at the same time.
  - iii. Design monograms and anything other than a solid door are not permitted, with the exception of windowpanes in the topmost panel of the door or handles and other adornments, which require ARC approval.
  - iv. No garage shall be enclosed or converted into a living area and must at all times be used as a garage for car storage or storage of Owners personal property.
  - v. No screening is allowed, temporarily or permanently, on garage door openings.
  - vi. Stand-alone garages and secondary garages accessible by side or rear yards are not permitted.

## 22. Garage Sales:

- a. Garage Sales: Garage sales, rummage sales, or yard sales (hereafter referred to collectively as Garage Sales) for the purpose of selling household goods used by and belonging to the household offering them for sale in quantities consistent with normal household use, shall be permitted on Friday, Saturday, and Sunday only, so long as the items for sale are attended by the person occupying the dwelling. Unattended Garage Sales or unattended household goods placed in the driveway, yard, or on the street with a "For Sale" are not authorized and shall be considered a nuisance activity. No more than 4 Garage Sales shall be permitted per residence per quarter. (\*\*See Amended CC&Rs 2009, Pg 6499)
- b. Brevard County Ordinances:
  - i. A garage sale shall not be carried on for more than a 48-hour period, and no more than two such sales shall be permitted within a 12-month period from any property.
  - ii. **County Ordinances supersede HOA governing polices.**
- c. Signs:
  - i. Temporary "Garage Sale" signs are permitted two (2) days before the sale and must be removed immediately after the sale.

## 23. Garbage Bins, Recycling Bins & Yard Clippings:

- a. No Offensive Activities: No illegal, noxious, or offensive activity shall be permitted on any part of the Property nor shall anything be permitted or done which is, or may become, a nuisance to others within the Property. Every Owner shall maintain his Lot and all improvements on it in good order and repair, free from trash, garbage, rubbish, debris, waste material, or other refuse. Grass must be mowed regularly and landscaping must be regularly maintained. No fires, for burning of trash, leaves, clippings or other refuse shall be permitted on any Lot or road right of way. (\*\*See Original CC&Rs Pg 1358)
- b. Waste: No trash garbage, sewage, wastewater (other than surface drainage and water discharge and water discharge from swimming pools) rubbish, debris, ashes, or other refuse shall be deposited in the water. (\*\*See Original CC&Rs Pg 1359)
- c. All garbage cans and other garbage containers shall be kept inside the garage or in the rear or side yard.
- d. If stored outside the garbage cans need to be concealed from view of neighboring Lots and streets, except on the day of collection.

- e. Garbage or Recycling may NOT be piled up next to the garbage or recycling cans. Waste Management will not pick up ANY trash or recycling unless it is inside the garbage or recycling bins. If you have items that will not fit inside your bins, call Waste Management to schedule a large pickup or make arrangements to dispose of our items at the county dump.
- f. Yard clippings and debris can only be stored in a separate trash can, storage bin, or in a neat pile (6' x 6' maximum) on the homeowner's lot and/or driveway. Yard clippings and debris may NOT be stored on sidewalks, storm drains, on another neighbor's lot, or the common grounds in any fashion.
- g. Garbage and other refuse may not be accumulated or be stored on any portion of the Lot. If garbage, recycling items, and/or yard clippings are left on our property (or blow into a neighbor's lot or the street) after the scheduled pick-up day it is the homeowner's responsibility to remove all remaining debris and dispose of it properly.
- h. Screen Requirements:
  - i. All garbage can screens require ARC approval.
  - ii. Acceptable garbage bin screens are landscaping or fencing. \*\*\*See the "Fences, walls and hedges" section.
  - iii. Overall length shall be kept to the minimum necessary to accomplish the screening/shielding unless it ties into a new or existing fence.

**24. Garden Hoses & Wraps:**

- a. All garden hoses and hose wraps must be stored completely out of sight of the street behind privacy fencing, a decorative hose box, or landscaping.
- b. Hoses may be neatly coiled on the ground in a flower bed behind shrubbery out of sight from the street, common grounds, or neighboring Lots.

**25. Gas Tanks – Propane or Natural:**

- a. ANY installation of a gas tank, whether above or in-ground requires ARC approval.
- b. ARR requests for buried or above-ground gas tanks should include:
  - i. Description of work to be performed.
  - ii. Dimensioned site plan, denoting the location and size of the tank, along with any other existing structures, setbacks, and true north orientation.
- a. Requirements:
  - a. Preferable installation is to have gas tanks buried.
  - b. Gas tanks installed above ground shall meet applicable building code requirements.
  - c. If the Owner chooses not to bury the gas tank, the tank must be screened from view of the streets and neighboring property.
  - d. Appropriate screening includes fencing and landscaping. \*\*\*See the "Fences, walls and hedges" section.
  - e. If using landscape for screening the tank, the Homeowner shall install:
    - i. No less than six (6) plants to screen the tank from view of the street and other properties. Plants that are a minimum of three feet tall and that will reach a maximum 80% capacity within 12 months shall be installed and allowed to grow to the height of the gas tank.

**26. Generators**

- a. Permanent or hard-wired generators may be installed and mounted on a concrete pad at the rear of the house. These generators are normally hard wired to the house's electrical system and run off of propane.
- b. The generator shall be installed in the back of the house or on the side with proper screening behind a privacy fence or landscaping. \*\*\*See the "Fences, walls and hedges" section.
- c. The generator enclosure box shall be painted to match the exterior body color of the house unless located within a fenced yard.
- d. The generator may only be operated when there is a power outage or for the briefest possible time to test it as required by the manufacturer.
- e. Portable generators shall be stored in the garage and only placed outside during periods of power outage.
- f. They shall be operated in accordance with manufacturer's directions and located as far as possible from all adjacent houses.
- g. NEVER operate a generator inside the home or garage, even with doors open!

**27. Gutter & Downspouts:**

- a. All gutters and downspouts require ARC approval.
- b. ARR requests shall include:

- i. Explanation of work to be performed.
  - ii. Color of downspout selected.
- c. Requirements:
- i. Gutters and downspouts must match the color of the home's fascia trim color, body color, or window frames (white or bronze) are permitted.
  - ii. Gutter downspouts must not concentrate water flow onto neighboring properties.

**28. Handrails:**

- a. Handrails will require prior approval from the ARC.
- b. Black, bronze, and white aluminum or vinyl hand railings may be installed (up to 36" high) if the front entry to the home includes stairs to the front door.
- c. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Dimension drawing denoting the location of the handrails.
  - iii. Image of the style and color of the handrails.

**29. Holiday Decorations:**

- a. Winter holiday (Christmas, Hanukkah, Kwanzaa, etc.) seasonal lights and decorations cannot be installed before November 1<sup>st</sup>.
- b. Winter holiday seasonal lights and decorations must be removed by January 31<sup>st</sup>.
- c. Special decoration displays for Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Halloween, Veteran's Day, Thanksgiving, or other religious holiday may be placed on the exterior of the lot thirty (30) days before the holiday and must be removed ten (10) days after the holiday.
- d. Any displays other than those defined above will require the approval of the ARC.

**30. House Numbers**

- a. To aid emergency personnel, and delivery people and to conform to County ordinances, each house shall have a readily visible number permanently attached to the front of the house.
- b. The numbers shall be located over the garage door, near the entrance to the front door, on the mailbox, OR in a location that is clearly visible from the street.
- c. House numbers must match the style of the home and must stand out against the paint color of the home.
- d. White, bronze, and black are the ONLY acceptable colors for the house numbers.

**31. Hurricane Storm Shutters:**

- a. Permanently installed shutters may be accordion or roll-up style and require ARC approval before installation.
- b. Temporary shutters are allowed and include Lexan panels or similar, aluminum panels, and fabric panels and require ARC approval before installation.
- c. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Images of the style of hurricane shutter to be installed.
  - iii. Color sample or image of the color to be installed.
- d. Requirements:
  - i. While not advised, if using plywood panels, they should be marine grade and at least 3/4" thick.
  - ii. Shutters may not be closed or installed at any time other than during a storm event.
  - iii. In the event of an actual storm event causing substantial damage to the house, the homeowner may request in writing, for an extension to this time period if the repairs and restoration of the house require that the panels remain attached for a longer time frame.
  - iv. **Under no circumstances may storm shutters or protective panels be used as a routine security measure.**
    - 1. Even if the homeowner's primary residence is not in Sykes Cove or if the homeowner only lives at the residence part-time.

### 32. Irrigation:

- a. New irrigation system requires ARC approval before installation.
- b. ARR requests shall include:
  - i. Description of the work to be performed.
  - ii. Drawing with the location of the irrigation system on the Lot.
- c. Requirements:
  - i. Irrigation systems are required and should be installed in houses' front, side, and rear yards.
  - ii. Irrigation mains and plumbing must be sufficiently screened/shielded from view of the street.
  - iii. Appropriate screening includes fencing and landscaping. \*\*\*See the "Fences, walls and hedges" section.
  - iv. Irrigation systems should be tested and maintained periodically, no less than every 6 months to verify coverage and identify and repair any damaged parts.
  - v. Irrigation should not be performed between 10:00 a.m. and 4:00 p.m. Watering must follow St. John's Water Management Restrictions; these can be found at: <https://www.sjrwmd.com/wateringrestrictions/>
  - vi. In periods of extreme drought and tightened water restrictions, the Association will waive (at their discretion) the portions of the community standards requiring the replacement of dead grass and landscaping until the restrictions are lifted. After the restrictions are lifted, all dead grass and landscaping shall be replaced or repaired within thirty (30) days.
- d. Irrigation in Disrepair:
  - i. For houses where irrigation is under repair, this does not relieve you of the responsibility of maintaining your lawn and landscaping to acceptable community standards. Owners may use hand watering, an oscillating or hose soaker attachment to water the yard and landscape. However, these cannot be left in the yard continuously and must be removed immediately (the same day) after the homeowner completes watering.
  - ii. Irrigation systems including hand watering, oscillating or rain barrel type systems, etc. must be controlled to ensure minimal runoff. Any damage due to a failure to repair or ensure proper watering will be the homeowner's responsibility to repair such damage to neighboring lots and any common areas affected.
  - iii. Repairs to irrigation systems must be completed within 30 (thirty) days of notice by the Board of Directors and/or the Property Management Company. If additional time is needed for repairs, it is the homeowner's responsibility to contact the Board of Directors and/or Property Management Company to come to an acceptable agreement on the time frame of the repairs. Repairs require ARC approval.

### 33. Lot Appearance & Aesthetics:

- a. No Offensive Activities: No illegal, noxious, or offensive activity shall be permitted on any part of the Property nor shall anything be permitted or done which is, or may become, a nuisance to others within the Property. Every Owner shall maintain his Lot and all improvements on it in good order and repair, free from trash, garbage, rubbish, debris, waste material, or other refuse. Grass must be mowed regularly and landscaping must be regularly maintained. No fires, for burning of trash, leaves, clippings or other refuse shall be permitted on any Lot or road right of way. (\*\*\*)See Original CC&Rs Pg 1358)
- b. Where not otherwise stated in this document all Owners shall conform to these general guidelines for the appearance and aesthetics of the home facade and Lot.
- c. Requirements:
  - i. No front yard or entry of the home shall be used for storage of any kind, this includes shoes, toys, sports equipment, debris, trash cans, and exposed garden hoses.
  - ii. Lawns, landscape beds, potted plants, and all other areas of the Lot which can be seen from the street must be kept free of debris and weeds at all times.
  - iii. Trees and shrubs overhanging the sidewalk or roads must be trimmed so they do not hit people or cars using the sidewalks or roads.
  - iv. Driveways, sidewalks, roofs, house façade, painted areas, fences, gutters, mailboxes, chimneys, and any other areas of the home exposed to the street must be kept free of rust, mold, and mildew at all times.
  - v. Any items in disrepair on the house or Lot shall be immediately repaired.
  - vi. Paint should have a fresh appearance and should not have observable faded areas that can be seen from the street.
  - vii. Exterior coach, wall, foyer, flood, and post-mounted lighting should be in good working condition and should not be faded or rusted.
- d. Violations:
  - i. Violations to these or any other rules or requirements outlined in this document must be remedied within 30 (thirty) days of notice by the Board of Directors and/or the Property Management Company. If additional time is needed for repairs, it is the homeowner's responsibility to contact the Board of Directors and/or Property Management Company to come to an acceptable agreement on the time frame of the repairs. Repairs require ARC approval.

**34. Landscape – Lawns, Sod, Planter Beds, Edging Materials, Plantings and Street Trees:**

- a. The addition, modification, or removal of any landscaping is a landscape change subject to the power of the ARC and requires prior approval before work should begin.
- b. The Association encourages all Owners to follow Florida Friendly Landscaping Principles when making changes to their landscape design.
- c. All proposed landscaping changes or additions must be consistent with the look of the existing home and the aesthetic of the community.
- d. ARR requests shall include (if applicable):
  - i. Descriptions of the work to be performed.
  - ii. Drawing of irrigation system on the Lot.
  - iii. Dimensioned landscape design plan with call-outs of plantings/trees/shrubs to be installed, setbacks, existing structures, driveways and sidewalks, and true north orientation denoted.
  - iv. Planter bed material images. For example; mulch or stone color images.
  - v. Planter bed edging style image.
  - vi. Location call-out and type of Sod to be installed and its location.
  - vii. Location call-out and images for any water features, statuary decoration or pots to be used in the landscape design.
- e. Requirements - Lawn & Sod:
  - i. Removal of most or all of the landscaping is not allowed.
  - ii. All Lots shall have grassed front, side, and rear lawns.
  - iii. A minimum of 25% of the front Lot space (excluding driveways and sidewalks), must be maintained with approved grasses. Keep this in mind when considering landscape placement and design.
  - iv. All lawns shall be sodded with St. Augustine or Empire Zoysia and irrigated unless dictated otherwise by the local municipality.
  - v. No gravel, stone, rock, wood chip, artificial turf, concrete, painted concrete, pavers, rubber mulch, or similar type lawns will be permitted.
- f. Requirements - Planter Beds and Edging Materials:
  - i. Landscape beds and planters are required to be filled with; mulch (black, brown, red, or natural pine bark), rock or stone pebbles.
  - ii. Landscaping such as Xeriscaping, desert landscaping, and rock/stone landscaping, is permitted so long as 25% of the front Lot is maintained as grass.
  - iii. Poisonous or invasive plants and trees are not permitted.
  - iv. Artificial plants/trees or flower arrangements are not allowed on or in landscape beds or tree rings.
  - v. It is recommended that a rigid landscape border (edging) be used to keep materials in place. Acceptable edging includes; poured concrete, edging stones or blocks, and black vinyl.
- g. Requirements – Trees, Shrubs, Planting & Palm Trees:
  - i. All tree installation or removal requires ARC approval.
  - ii. Removal of dead, damaged, and diseased trees is the homeowner's responsibility.
- h. Requirements – Street Trees:
  - i. Other than street trees, there shall not be any plantings other than sod between the sidewalks and the street curb.
  - ii. Removal of dead, damaged, and diseased street trees is the homeowner's responsibility.
  - iii. Approval to remove a street tree and replace that tree DOES require ARC approval.
- i. Maintenance and Care of the Lot's Landscape:
  - i. Owner's Lots must be mowed, edged, and trimmed often enough so that the grass thereon does not exceed eight (8) inches in height and so that the grass does not grow onto the sidewalks and driveways.
  - ii. Weeds shall occupy no more than 20% of the lawn and landscape beds on a Lot and shall never exceed five (5) inches in height.
  - iii. Mulched landscape beds must be turned at least one (1) time a year with fresh mulch.
  - iv. Rocked landscape beds must be kept free of mold, mildew, rust, and yard clipping.
  - v. No debris, equipment, toys, etc. shall be in landscape beds.
  - vi. Landscape beds are for planted vegetation only.
  - vii. Dead/diseased sod, trees, shrubs, and any plantings shall be treated and/or replaced.
  - viii. Lawns must be kept free of weeds and debris.

### 35. Landscape – Potted Plants, Water Fountains, Water Features & Ponds

- a. The addition, modification, or removal of any landscaping is a landscape change subject to the power of the ARC and requires approval before work should begin.
- b. All proposed landscaping changes or additions must be consistent with the look of the existing home and the aesthetic of the community.
- c. ARR requests shall include (if applicable):
  - i. Descriptions of the work to be performed.
  - ii. Location call-out and images for any water features, statuary decoration or potted plants to be used in the landscape design.
- d. Requirements – Potted Plants:
  - i. Potted Plants do not count as lawn ornaments and are excluded from the 4-count rule.
  - ii. Potted plants have no maximum height.
  - iii. Potted plants may not exceed more than 8 without written consent from the ARC.
  - iv. It is at the full discretion of the Board and ARC as to whether the size and quantity of potted plants are approved. For example, large homes may be able to accommodate more and/or larger pots than a home with a small front elevation.
  - v. Potted plants must all match or coordinate in style and color and **MUST** coordinate with the style and color of the existing home.
  - vi. Faded pots must be restored and should always look as they did the same day they were installed. Painting pots a new color requires ARC approval.
  - vii. Should a pot come into disrepair and a matching pot cannot be purchased the pot must be removed and/or other pots replaced to match the new color and/or style.
  - viii. Potted plants must be kept free of mold, weeds, and debris.
- e. Requirements – Water Fountains, Water Features & Ponds:
  - i. Fountains or water features must be maintained and be in working condition at all times.
  - ii. It is recommended that fountains be on daily if they are to be installed on the Lot unless the homeowner will be out of town.
  - iii. Fountains must match the style and color of the existing home.
  - iv. Faded fountains must be restored and should always look as they did the same day they were installed. \*\*\*Painting a new color requires ARC approval.
  - v. Should a fountain or water feature come into disrepair it must be fixed within 30 (thirty) days of notice by the Board of Directors and/or the Property Management Company. If additional time is needed for repairs, it is the homeowner's responsibility to contact the Board of Directors and/or Property Management Company to come to an acceptable agreement on the time frame of the repairs. Repairs require ARC approval.
  - vi. Fountains or water features must be kept free from mold, debris, and weeds.
  - vii. Ponds are not permitted.

### 36. Landscape – Ornamentals, Decorative Embellishments & Statuary Objects

- a. Definition:
  - i. Ornamentals, decorative embellishments, and statuary objects include those on lawns, landscape beds, entryways, hanging from trees, and those mounted on the house which are visible from the street or common area. **This does not included items housed inside a screen enclosure or on a back patio or lanai.**
- b. The addition of any ornamentals, decorative embellishments, and statuary objects to the front Lot requires ARC approval before installation. **This does not included items housed inside a screen enclosure or on a back patio or lanai.**
- c. The ARC can and will deny any request if the ornamentals, decorative embellishments, and statuary objects are determined to be too busy for the front of the home. The ARC will take into consideration other planted pots, patio furniture landscape design, etc., already on the front of the Lot. Should the ARC deem the addition of any items makes the entry and/or overall Lot look too cluttered, busy, or disorderly they have the right to deny the request.
- d. ARC requests shall include (if applicable):
  - i. Descriptions of the work to be performed.
  - ii. Images of items selected and location to be installed.
- e. Requirements:
  - i. **A maximum of four (4) items is permitted in front of the Lot.**



- ii. Potted plants are not included in the four (4) item count. \*\*\*See the section “Landscape – Potted Plants, Water Fountains, Water Features & Ponds” for more details.
- iii. Door wreaths (one per door) are not counted as ornaments.
- iv. **Lawn ornaments should not exceed 24” in height and include, but are not limited to:**
  - 1. Bird baths, bird feeders, and bird or squirrel houses.
  - 2. Decorative flags (including holidays, sports, etc.).
  - 3. Water fountains and Water Features.
  - 4. Patriotic non-flag display items (yellow ribbons, bunting, decals, etc.)
  - 5. Personal items other than patio furniture are considered lawn ornaments.
  - 6. Hanging baskets or other plants on hooks.
  - 7. Plaques & Statues.
  - 8. Decorative animals and creatures.
  - 9. Large stones or boulders.
  - 10. Sundials.
- v. Unacceptable lawn ornaments and statuary include;
  - 1. Plastic flamingos.
  - 2. Rude or inappropriate flower bed signs.
  - 3. Elaborate or religious symbols.
  - 4. Hate group symbols.
  - 5. Political symbols.
  - 6. Decorative or Plastic Buckets.
  - 7. Multiple Bird Dwelling or Coops.
  - 8. Artificial plants/trees or flower arrangements.
- vi. All ornaments, decorative embellishments, and statuary objects shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.
- vii. All ornaments, decorative embellishments, and statuary objects shall be removed during Hurricane season (June 1 – November 30) if the homeowner will not be residing in the home during that time and would otherwise not have the ability to remove the items in the event of a tropical storm warning or hurricane warning.

**37. Lawn & Patio Furniture:**

- a. All patio furniture in the front Lot and/or at the entry of the home requires ARC approval.
- b. The ARC can deny any request if the size of the patio furniture is determined to be too large for the front of the home. The ARC will also consider other ornamentals, pots, etc., already on the Lot. Should the ARC deem the addition of patio furniture makes the entry and/or overall Lot look too cluttered, busy, or disorderly they have the right to deny the request.
- c. ARR requests shall include (if applicable):
  - i. Descriptions of the work to be performed.
  - ii. Images of patio furniture selected and location to be installed.
- b. Requirements:
  - i. Porch Swings and patio-style furniture will be the only acceptable furniture on the front Lot or porch/entry of the home.
  - ii. Maximum 3 pieces, for example, two chairs one table, or a double swing, etc.
  - iii. All other types of lawn furniture should be located in the rear of the home and not be visible from the street in front of the home.
  - iv. All lawn furniture shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.
  - v. All lawn furniture shall be removed during Hurricane season (June 1 – November 30) if the homeowner will not be residing in the home during that time and would otherwise not have the ability to remove the items in the event of a tropical storm warning or hurricane warning.

**38. Lighting – Exterior Wall, Coach, Post-Mounted & Security Lighting:**

- a. Exterior lighting is subject to the ARC and requires approval before installation.
- b. All exterior lighting shall complement the existing style and character of the home and is limited to the minimum necessary for safety, identification, and decoration.
- c. ARR requests shall include (if applicable):
  - i. Descriptions of the work to be performed.
  - ii. Images of fixtures selected.
  - iii. Locations and quantities of the fixtures to be installed.

- d. Requirements:
  - i. Owners may not install security spotlights or floodlights unless lights are activated by a motion sensor.
  - ii. No spotlights, flood lights, or other high-intensity lighting will be placed or utilized upon any house so that the light is directed or reflected on neighboring property.
  - iii. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.
  - iv. Exterior coach, wall, foyer, flood, security, and post-mounted lighting should be in good working condition and should not be faded or rusted.

### 39. Leasing:

- a. Leasing or Licensing. The lease or license of a residence on a Lot is defined as occupancy of the residence by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods, services, points or any other exchange of value). The terms "leasing," "licensing," and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "Tenant," "Lessee," and "Licensee" shall likewise be used interchangeably in this Declaration.

All short-term rentals and licenses (which are for less than a twelve (12) month period are strictly prohibited. Owners and Tenants are prohibited from listing or advertising residences, whether directly or through a third-party, as being available for short-term rental, license, or other occupancy. Without limitation, this provision is intended to prohibit residence use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or Tenant to provide a notarized sworn statement, under penalty of perjury, affirming the residence is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration, and shall further establish a rebuttable presumption that the Owner and/or Tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or Tenant by a preponderance of evidence. (CC&Rs Amendment 2018, Pg 2454)

- b. Requirements:
  - i. Owners are required to send a copy of the lease agreement to the Board of Directors and/or the Property Management Company within fourteen (14) days of signing.
  - ii. Owners must fill out and return an updated "contact information form" including; phone number, email, and forwarding address.
  - iii. Owners must fill out and return a Consent or Revocation for "electronic voting and/or electronic notice of meetings" Form.
  - iv. Tenants must read all CR&Rs and Board Policies and sign a statement saying they were made aware of SCCA policies and will abide by SCCA rules and regulations while tenants of the Association.
- c. Violations:
  - i. Any violations on the property are subject to all CC&Rs and Board Policies.
  - ii. Violation letters will be sent to the Tenant for remedy within the amount of time listed in the letter.
  - iii. If the violation is not remedied after the first letter the subsequent letters will be sent to the tenant and the Owner of the property.
  - iv. Should the Tenant need more time or need to make arrangements with the Owner for repair it is the Tenant and the Owner's responsibility to let the Board of Directors and/or the Property Management Company know.

### 40. Mailboxes:

- a. Mail Boxes: No mail box or paper box or other receptacle of any kind used in the delivery of mail newspapers, magazines, or similar material shall be erected on any Lot unless the size, location, design, and type shall have been approved by the Declarant. When the United States mail service or the newspaper or newspapers involved begins making a delivery to wall receptacles attached to the residence, each Owner shall replace the boxes or receptacles previously employed for such purpose with wall receptacles. (\*\*See Original CC&Rs Pg 1358)
- b. All mailboxes new or replacements, and/or repairs require ARC approval before work can begin.
- c. Mailboxes must match the existing house style and colors.
- d. ARR requests shall include:
  - i. Description of the work to be performed.
  - ii. Drawing or image of the mailbox.

- iii. Paint color or siding callouts.
- e. Requirements:
  - i. Sizes are determined by the County and State requirements.
  - ii. Mailboxes must match and/or coordinate with the existing house character, style, and colors.
  - iii. Plastic mailboxes are prohibited.
- f. Violations:
  - i. No mailbox in the community is grandfathered in as currently installed.
  - ii. Should a mailbox in violation of the rules need reason for an ARC application for any reason the mailbox must, at that time, come into full compliance with the CC&Rs and Board Policies governing mailboxes. Even if that means a complete change in design and/or a full replacement is required.
  - iii. No ARC will be approved on mailboxes in violation unless the ARC request includes correcting the violation.

**41. Offensive Activities:**

- a. No Offensive Activities: No illegal, noxious, or offensive activity shall be permitted on any part of the Property nor shall anything be permitted or done which is, or may become, a nuisance to others within the Property. Every Owner shall maintain his Lot and all improvements on it in good order and repair, free from trash, garbage, rubbish, debris, waste material, or other refuse. Grass must be mowed regularly and landscaping must be regularly maintained. No fires, for burning of trash, leaves, clippings or other refuse shall be permitted on any Lot or road right of way. (\*\*See Original CC&Rs Pg 1358)

**42. Overhead Wires:**

- a. No Overhead Wires: All telephone, electric, and other utility lines and connections between the main utility line and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Power and Light, throughout underground primary service lines running to transformers. Developers shall have no responsibility or liability for the maintenance, operation, safety, repair, or replacement of any electrical system serving any improvements on a Lot. (\*\*See Original CC&Rs, Pg 1357-1358)

**43. Paint:**

- a. ALL Painting (even the same color) requires ARC approval before painting begins.
- b. Should a homeowner submit an ARR after painting has begun and the ARC denies the paint color(s) the homeowner will be required to re-paint with an approved color(s) at their own expense.
- c. It is at the sole discretion of the ARC to deny any color(s) solely based on the overall style, and character of the home, and the aesthetics of the community.
- d. SCCA has a custom paint binder put together by Sherwin Williams. If a homeowner selects exterior paint from the SCCA binder these colors do not require a sample mock-up board to be provided before ARC approval. \*\*To request a copy of the physical binder please contact the ARC.
- e. If a homeowner selects paint outside of the SCCA binder either from Sherwin Williams or another manufacturer then a sample mock-up board must be provided. Samples can be painted on the home or a mock-up board whichever the homeowner prefers. These will be viewed in person by the ARC before approval.
- f. ARR requests shall include:
  - \*\*If any of the below items are missing the ARC request will be immediately denied and returned.\*\*
  - i. Descriptions of the work to be performed.
  - ii. Paint names and locations used: body, trim, accent, door, etc.
  - iii. Paint manufacturer name and number.
  - iv. Painted mock-up board.
- g. Requirements:
  - i. Bold-colored exteriors are not permitted. For example, no bright blue, bright yellow, bright green, or extremely brilliant or garish colors.
  - ii. Pastel or earth tones are recommended.
  - iii. No house may have more than four colors.
  - iv. All colors must be used as intended (trim color only for trim areas, etc.), and no mix-and-match between different color combinations after approval.
  - v. There must be a minimum distance of three (3) lots on both sides of the street of the applicant's home before a color combination can be repeated.

- vi. No colors are “grandfathered in” even if a color is already painted on an existing home in the community.
  - 1. If an Owner submits an ARC to repaint the same color as their existing home color it does not mean the request will be approved.
- vii. Artwork and/or Murals are prohibited on ALL exterior elevations of the house.

**44. Parking:**

- a. No Parking of Vehicles, Boats, etc.: Wheeled vehicles of any kind, boats, or any other offensive objects may not be parked or kept on any part of a Lot forward of the house, except that private non-commercial motor vehicles, law enforcement vehicles and standard pickup trucks without commercial signs may be parked in the driveway. Boats, recreational vehicles, trailers, motor homes, “non-standard” pick-up trucks, camping trailers, and all commercial vehicles must be completely housed within the closed garage...All vehicles and boats shall be in good running working condition; repair of vehicles or boats (other than emergency repair or maintenance not to exceed 2 days) or storage of disabled vehicles or boats is not permitted within the property. (\*\*See Original CC&Rs Pg 1357 and Amendment 2009 Pg 6498 for full wording.)
- b. CCRs amendment 2009 Pg6498 Section 7 regarding “non-standard” pick-up truck size, weight, wheel size and axles is no longer enforced due to the current size and nature of pick-up trucks manufactured and sold to the general public. This notice was sent to the community August 29, 2022.
- c. **SCCA does not own the roads in the community. The roads are public roads.**
- d. Commercial vehicles are **prohibited** from being parked in the driveway.
  - i. “Commercial motor vehicle” means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight.
- e. The following are governed by Florida Statutes:
  - i. **Personal vehicles:** HOA’s cannot prevent property owners, tenants, guests, or invitees from parking their personal vehicles in their driveways or other areas where they have a right to park. This includes pickup trucks.
  - ii. **Work vehicles:** HOA’s cannot prohibit non-commercial work vehicles from being parked in a property owner’s driveway. The homeowners’ association documents, including declarations of covenants, articles of incorporation, or bylaws, may not prohibit, regardless of any official insignia or visible designation, a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her work vehicle, which is not a commercial motor vehicle as defined in s. 320.01(25), in the property owner’s driveway.
  - iii. **First responder vehicles:** HOA’s cannot prohibit assigned first responder vehicles from being parked on public roads or rights-of-way within the HOA community.

**45. Pets:**

- a. Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets which are not kept, bred, or maintained for any commercial purposes may be kept by an Owner on his Lot if such pets do not cause a disturbance or annoyance on the Property. Pets shall not be permitted to run free. If any pet becomes dangerous or an annoyance or nuisance to other residents of the Property or surrounding areas, or destructive of wildlife or Property, the pet must be permanently removed from the Property. Each Owner shall be responsible for any and all damage caused by pets. (\*\*See Original CC&Rs Pg 1358)

**46. Patios and Decks:**

- a. All patios and decks require ARC approval before the start of construction.
- b. Color and style selections of patios and decks should complement the existing character and colors of the home.
- c. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Dimension drawing or construction plan for the patio or deck including setbacks, existing structures, and true north orientation.
  - iii. Material selection callouts.
  - iv. Paver style and color selection or concrete stain color selection.
  - v. Railing material and style.

- d. Requirements:
- i. Owners are responsible for acquiring necessary permits and following all County and State building codes.
  - ii. All decks and patios shall be in the rear yard of the lot and not visible from the street in front of the house.
  - iii. All decks and patios shall be solid poured concrete, concrete pavers, wood or composite decking in a tone color to complement the color palette of the house.
  - iv. The size of decks and patios shall be determined by the available space per lot and be determined by County codes and setbacks.
  - v. Patios and decks must be within the rear setbacks of the home, not to extend past the sides of the home. \*\*See the "Setbacks" section.
  - vi. Construction of decks and patios shall not adversely affect any designed and approved drainage pattern for this or any other Lot.
  - vii. Patios must be at least five (5) feet from all rear and side property lines to allow proper drainage between lots.
  - viii. Deck rails cannot exceed forty-eight inches (48") in height from the decking and shall match the material and color of the decking or trim of the home.
  - ix. Deck and Patio railings on *Waterfront Lots* must not "unreasonably" obstruct the view to the water of neighboring properties.

#### 47. Pools & Hot Tubs

- a. All pools and hot tubs require ARC approval before the start of construction or installation.
- b. ARR requests shall include:
- Descriptions of the work to be performed.
- i. Dimension drawing or construction plan for the pool or hot tub including setbacks, existing structures, and true north orientation.
- c. Requirements:
- i. All pools and hot tubs shall be in the rear yard of the lot and not visible from the street.
  - ii. Pools and hot tubs must be within the rear setbacks of the home, not to extend past the sides of the home. \*\*See the "Setbacks" section.
  - iii. Pools and hot tubs must be fenced in or housed within a deck or patio screen enclosure.
  - iv. Landscaping may also be installed to provide privacy for pools and hot tubs.
  - v. Construction shall not adversely affect any designed and approved drainage pattern for this or any other Lot and must be at least five (5) feet from all rear and side property lines to allow proper drainage between lots.
  - vi. Pool filter equipment and heaters must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment.
  - vii. Pool heaters and pool filters shall be screened from view from the street by either a fence or sufficient landscaping. \*\*See the "Fences, wall and hedges" section for more information on screens.
  - viii. Under no circumstances may chlorinated water be discharged onto other homeowners' lawns, community streets, retention ponds, or into the canals.
  - ix. Above-ground pools are not permitted.

#### 48. Play Structures, Recreational Equipment and Toys:

- a. All permanent structures require ARC approval before installation.
- b. ARR requests shall include:
- i. Descriptions of the work to be performed.
  - ii. Drawing including the location of the structure to be installed, including setbacks, existing structures, and true north orientation.
  - iii. Structure image.
  - iv. Structure dimensions.
- c. Requirements:
- i. All exterior play and recreational equipment, including swing sets, jungle gyms, tree houses, soccer goals, trampolines, sandboxes, or the like must be located within the rear yard at least 25 feet from the street.
  - ii. Permanent basketball goals are permitted to be installed in the front driveway or within the rear yard at least 25 feet from the street of the property.
  - iii. All play structures and recreational equipment (except permanent basketball hoops in the front driveway) must be shielded from the street view and neighboring property views.
  - iv. Appropriate screens include; a fence or landscaping. \*\*See the "Fences, wall and hedges" section for more information.

- v. All play and recreational equipment must be maintained regularly by the Owner and be in a safe working condition at all times.
- vi. All portable play and recreational equipment, including toys, must be removed from the street view when not in use. Portable play and recreational equipment include items such as toddler playhouses, slides, climbers, sandboxes, bikes, play kitchens, and other large outdoor toys which are normally made of plastics and vinyl and are not anchored in concrete.
- vii. Rollerblade, dirt bike, and skateboard ramps may not be installed in front of the house either temporary or permanent.
- viii. All play and recreational equipment shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.
- ix. All play and recreational equipment shall be removed during Hurricane season (June 1 – November 30) if the homeowner will not be residing in the home during that time and would otherwise not have the ability to remove the items in the event of a tropical storm warning or hurricane warning.

**49. Portable Storage and Moving Containers:**

- a. Portable storage/ moving containers (commonly known as PODS) or any similar units designed for the temporary storage or transportation of a resident’s household goods are permitted in the community for a maximum of seven (7) days, unless otherwise approved by the Board of Directors and/or Management Company.
- b. Should a homeowner need additional time for the unit on the property it is their responsibility to ask for prior approval.

**50. Rain Barrels and Rain Chains:**

- a. Rain barrels designed to capture rain from the gutter systems may be used on the side or rear of the house.
- b. Barrels shall be placed within an existing landscape bed and screened with plants or can be shielded behind a vinyl or wood fence.
- c. Barrels may not exceed three (3) feet in height and shall be earth tones in color or painted to match the main body color of the house.
- d. Rain chains may only be used in the rear of the home.

**51. Roads:**

- a. SCCA does not own, maintain, or repair the roads.
- b. Roads within the community are property of Brevard County.

**52. Roofs, Roof Extensions and Coverings:**

- a. All roof installations, repairs, and changes require ARC approval before construction begins.
- b. All roof colors must complement the existing colors and character of the home, including the driveway.
- c. **It is at the sole discretion of the ARC to deny any roof color solely based on the overall style, and character of the home, and the aesthetics of the community.**
- d. ARR requests shall include:
  - Descriptions of the work to be performed.
  - i. Roof material selection.
  - ii. Roof color selection.
  - iii. Roof extensions require a plan showing location installation.
- e. Requirements - Roofs:
  - i. Owners are responsible for acquiring all necessary permits and following all County and State building codes.
  - ii. It is the Owner’s responsibility to ensure the specifications of the roof they select are appropriate for our local conditions.
  - iii. All roofs must be rated by the roof manufacturer to withstand 130mph winds or meet existing hurricane wind rating building codes.
  - iv. Tile, metal, and asphalt shingles are the only roof materials permitted.
  - v. Metal Roofs:
    - 1. Where individual metal panels are secured to the roof, they are required to have channel-concealed fasteners.
    - 2. Roof systems with exposed fasteners are prohibited.
  - vi. Mixed-style roofs (for example, shingles and metal) will only be approved on a case-by-case basis and the homeowner must submit sample colors and a plan denoting where each material and its color will be used on the roof.
  - vii. Minimum roof pitch is 5/12. Flat roofs are strictly prohibited.

- viii. Lead vent/plumbing stacks must be used.
  - ix. All roof colors must complement the existing colors and character of the home, including the driveway.
  - x. Colors that are **not acceptable** are bright or neon blue, purple, pink, and/or brilliant or garish colors, silver, gold, chartreuse, fuchsia, and yellow.
- f. Requirements - Roofs Extensions:
- i. Permanent roof extensions in the rear of the property are permitted.
  - ii. Roof extension acceptable colors are white or bronze.
  - iii. Height cannot exceed existing roof height.
  - iv. Permanent roof extensions on **Waterfront Lots** cannot “unreasonably” block a neighbor’s view of the waterway.
  - v. Permanent installation of canvas, canopies, and the like are prohibited on any part of the Lot.
  - vi. Roof extensions and coverings (carport or overhang, etc.) for a car, boat, equipment, or any other purpose are prohibited in the front of the Lot.
- g. Maintenance and Care of Roofs and Roof Extensions:
- i. All roof finishes and colors must be maintained by the homeowner during the life of the roof.
  - ii. There shall be no visible signs of fading, rust, or damage. Should the finish fade, rust, or become compromised it is the homeowner’s responsibility to repair and/or replace the roof.
  - iii. Roofs shall be cleaned within thirty (30) days of notice by the Board of Directors and/or the Property Management Company.

**53. Screen Enclosures:**

- a. All screen enclosure rooms require ARC approval before construction begins.
- b. ARR requests shall include:
  - Descriptions of the work to be performed.
  - i. Drawing denoting the location of the screen enclosure.
  - ii. Color selection.
- c. Requirements:
  - i. Owners are responsible for acquiring all necessary permits and following all County and State building codes.
  - ii. Screen enclosure materials must be anodized or electrostatically painted aluminum bronze or white in color.
  - iii. Screening shall be charcoal and of standard mesh size, including screened roofs.
  - iv. No opaque or decorative screening is permitted.
  - v. All support cables, screws, and fasteners shall be of a non-corrosive material such as stainless steel.
  - vi. Aluminum kick plates, not to exceed sixteen (18”) inches are allowed on screen enclosures including screen doors. Decorative grills are not permitted.
  - vii. Height must not exceed the height of the roofline.
  - viii. Structural gutters may be installed but where necessary, and must be adjusted to tie into existing home gutters—runoff must be directed in a manner that will not negatively affect neighboring property or common property.
  - ix. Screen enclosure patios may be housed under the roof line.
  - x. The exterior of the enclosure must be landscaped if not located within a fenced area.
  - xi. Irrigation systems may require modification to ensure 100% coverage of the property. This should be included in part of the ARC Request Form.
  - xii. Front entry into the home and the garage may not be screened but must be left open.
- d. Maintenance and Care of Screen Enclosures:
  - i. There shall be no visible signs of fading, rust, or damage to the structure of the screen enclosure. Should the finish fade, rust, or become compromised it is the homeowner’s responsibility to repair the screen enclosure.
  - ii. Screens shall be kept free of mold, mildew, and rust stains at all times.
  - iii. Screens shall be cleaned within thirty (30) days of notice by the Board of Directors and/or the Property Management Company.

**54. Security and Video Cameras:**

- a. All camera installations require ARC approval before construction begins.
- b. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Number and location of cameras to be installed.

- c. Requirements:
  - i. Each Lot may have up to ten (10) cameras on the exterior of the Home, provided that no more than five (5) of those cameras shall be visible when viewing the front elevation of the Home from the street.
  - ii. No camera installed on the exterior of a Home shall exceed eight (8) inches in length, four (4) inches in height, and four (4) inches in width.
  - iii. All cable and conduit connected to or supporting a camera shall be concealed from view behind a wall, fascia board, or soffit board.
  - iv. Cameras on the exterior of a Home shall be fixed to the exterior walls, soffit boards, or fascia boards. Cameras are not permitted in any other location on the Lot, including but not limited to on rooftops.
  - v. No camera shall be installed in any manner or location that will violate the privacy of another person or their peaceful enjoyment of the Properties.
  - vi. Cameras that rotate, pivot, or move by remote control shall not be moved or positioned in a manner that may violate the privacy of another resident or that may impair a person's quiet enjoyment of their Home or Lot. For example, and without limitation, no camera on the exterior of a Home shall be pointed directly at the front door, garage door, windows, or patio of another Home. Rather, cameras on the exterior of a Home shall be positioned to capture the areas immediately around the Home and the Lot upon which they are installed. If a camera on a Home or Lot is positioned improperly, at the request of the Board of Directors or ARC, the Owner shall reposition the camera or remove it to comply with these rules and regulations. Cameras shall also not be operated in any manner that may violate this rule.
  - vii. The installation of cameras in no way implies any responsibility whatsoever on the part of the Association, including but not limited to its Board of Directors, ARC, staff, volunteers, officers, directors, employees, managers, managing agents, access control personnel, agents or legal representatives. The Association, as defined above, shall not be held liable, or otherwise responsible, for damaged property, illegal activity, personal injury, or death.
  - viii. The Association's approval of a Homeowner's request to install cameras is not a guarantee of safety or protection of any person or property of any kind. All people on the Properties, including but not limited to, owners, tenants, guests, invitees, employees, management personnel, access control personnel, vendors, and contractors, are strongly encouraged to provide their own security measures and take proper safety precautions, as they each deem appropriate and necessary in their own discretion and judgment. Each person shall be responsible for providing his or her own insurance coverage for their health, safety, and property.

**55. Setbacks:**

- a. Front Lot Line: No building or part of a building, except eaves and cornices, shall be located nearer than 25 feet to the front Lot line. The front Lot line of all Lots, including canal Lots, is the right-of-way line of the street on which it fronts. (\*\*\*)See Original CCRs Pg1357)
- b. Side Lot Lines: No building or part of a building, except eaves and cornices, shall be located nearer than 7 – ½ feet to one side Lot line, or nearer than 10 feet to the other side Lot line. If the side of the lot is bound by a street, the building may not be constructed nearer than 15 feet to the right-of-the-way line of the street. (\*\*\*)See Original CCRs Pg1357)
- c. Brevard County Rear Setback:
  - i. Less than 20 feet from the rear lot line.
  - ii. This is a county law not governed by the Association.

**56. Sheds, Outbuildings and Storage Containers:**

- a. All sheds, outbuildings, and storage containers require ARC approval before construction or installation begins.
- b. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Drawing denoting the location site of the structure, its size, setbacks, and true north orientation.
  - iii. Structure image.
  - iv. Structure color section.
  - v. Plan for screening and necessary ARC forms if required.
- c. Requirements:
  - i. Only one (1) shed or outbuilding per Lot shall be permitted.
  - ii. A shed or outbuilding on a Lot shall not be used as living space at any time. Rather, a shed or outbuilding on a Lot shall only be used for the storage of equipment and supplies that are common in any household.
  - iii. The storage of hazardous materials in a shed on a Lot is strictly prohibited.
  - iv. A shed or outbuilding on a Lot shall conform to the following size limitations at all times.
    - 1. A prefabricated or onsite constructed enclosure that is less than eight (8) feet in height and less than 100 square feet in total surface area.



- v. A shed, outbuilding, or storage container on a Lot shall not be placed within any easement area or set-back lines established by the HOA's governing documents or other restrictions or regulations applicable to the Lot.
- vi. The exterior of a shed on a Lot should match the colors of the home on the Lot. Specifically, the base color should match the color of the home, and the trim colors should match the trim colors of the home, if applicable.
- vii. A shed or any type of storage container on a Lot shall be placed in a manner to avoid it being seen from a neighboring Lot, Street, or Common Area whenever possible.
- viii. Appropriate landscaping or fencing or both may be required by the Association to shield a shed, outbuilding, or storage container on a Lot from view from another Lot, Street, or Common Area. **\*\*See the "fences, walls and hedges" section for more information.**
- ix. The structure must be located a minimum of seven and a half feet (7.5') from the property line and any easement on the lot and should not be visible from the street in front of the Home or if a corner lot, from the street side of the Home.
- x. All shed doors and windows shall have latches to ensure that they can be closed and secured.
- xi. Due to the limited purpose and scope of use of sheds, outbuildings, and storage containers in the development, no Lot Owner shall connect utility lines to any structure in the development.

**57. Sidewalks:**

- a. The sidewalks in areas other than the park area on Cove Loop Drive are not owned by or property of the Association.
- b. It is the homeowner's responsibility to keep all sidewalks clean and free from mold, mildew, and rust.
- c. Sidewalks shall be cleaned within thirty (30) days of notice by the Board of Directors and/or the Property Management Company.
- d. Sidewalks may not be stained or painted.
- e. If a homeowner's sidewalk falls into disrepair, it is their responsibility to call County Roads and Bridges in Brevard County to file a claim ticket to have a repair made.

**58. Siding - Stone, Brick, Stucco, Etc.:**

- a. All siding requires ARC approval before construction or installation begins.
- b. All siding colors must complement the existing colors and character of the home, including the driveway.
- c. It is at the sole discretion of the ARC to deny any selection solely based on the overall style, and character of the home, and the aesthetics of the community.
- d. ARR requests shall include:
  - Descriptions of the work to be performed.
  - i. Material selection.
  - ii. Color selection.
- e. Requirements:
  - i. Approved exterior home siding includes;
    - 1. Stacked stone, travertine, marble, or similar tile, brick, and stucco.
  - ii. Hardie plank, wood siding, and decorative shingles will **ONLY** be approved on a case-by-case basis and will be determined based purely on the aesthetic look, style, and design of the home.
  - iii. Aluminum, steel, and vinyl are **not permitted**.
  - iv. Painted concrete block is **not permitted**.
  - v. All exterior siding must be kept free from mold, mildew, rust, and dirt at all times.
  - vi. Siding shall be cleaned within thirty (30) days of notice by the Board of Directors and/or the Property Management Company.

**59. Signs:**

- a. Signs: No signs of any character shall be displayed or placed upon any lot except "For Rent" or "For Sale" signs, 6 square feet or less in area, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, and height, number, location, duration and design specified by the Board of Directors. Declarant The Association may enter upon any Lot and summarily remove any signs which do not meet the provisions of this section. (\*\*\*)See Original CC&Rs Pg 1358 and CC&Rs Amendment 2009, Pg 6498)
- b. Requirements: For Sale, For Rent Signs, and Open House Signs:
  - i. Signs shall be limited to two (2) signs, one (1) on the front of the property and one (1) on the back of the property.
  - ii. Signs should not be taller than five (5) feet high.

- iii. Signs must be professionally created and contain NO Handwriting.
  - iv. Signs must be removed upon closing.
  - v. Temporary “Open House” signs are permitted two (2) days before the event and must be removed at the end of the event.
- c. Other Permitted Signs:
- i. Construction Warning Signs
  - ii. Security Placard signs or “Protected By Alarm” signs
  - iii. Permit Boards and/or Signs displaying a building permit from the applicable governmental agency.
  - iv. Bad Dog Signs
  - v. General Warning or Hazardous Signs
  - vi. Such signs should be of an emergency nature only and removed upon resolution or elimination of the hazard.
  - vii. Other signs may be approved by the Board of Directors on a case-by-case basis.
- d. Prohibited Signs:
- i. Political, Social, Religious, Anti-Social, Humorous (Example: Warning, Guard Chi-Hua-Hau on Duty), Threatening (Example: trespassers will be shot) signs.
  - ii. Group Meeting signs other than for a Board of Directors Meetings.
  - iii. Commercial advertisement or Vendor signs of any kind. (Examples: pest control, lawn maintenance, AC repairs, etc.)
  - iv. Other signs not specifically related to the Sale or Rental of the property on which it is posted.

**60. Solar Panels:**

- a. Installation of Solar Panels requires ARC approval.
- b. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Drawing with the location of solar panels.
  - iii. Number of solar panels to be installed.
- b. Requirements:
  - i. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building’s architecture. This shall generally mean that the panels shall be roof mounted so that the top surface is flush with the roof surface with all appurtenances recessed into the building’s attic.
  - ii. All conduits on the roof or exterior walls must be of a color to blend with the roof shingles and color of the house, respectively.
  - iii. Conduit should not be run around eaves or gutters, but instead down through the roof to maintain a neater appearance.
  - iv. Yard-mounted Solar Panel Fields or towers **are prohibited.**

**61. Solar Water Heating and Collection Panels:**

- c. Installation of panels requires ARC approval before installation.
- d. ARR requests shall include:
  - v. Descriptions of the work to be performed.
  - vi. Drawing with the location of panels.
  - vii. Number of panels to be installed.
- c. Requirements:
  - i. Solar collectors must be flush mounted on the roof and whenever possible be located on the rear and side roofs of the house and should not be installed to be visible from the street.
  - ii. Roof-mounted solar collectors must match the roof color.
  - iii. Yard-mounted solar collectors are allowed within a privacy-fenced area of the yard and shall not exceed the height of the fence.

**62. Sunrooms, and Florida Rooms:**

- a. All sunrooms, and Florida rooms require ARC approval before construction begins.
- b. All sunrooms and Florida rooms must complement the existing colors and character of the home, including doors, windows, and roof styles.
- c. It is at the sole discretion of the ARC to deny any sunroom or Florida room design solely based on the overall style, and character of the home, and the aesthetics of the community.

- d. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Drawing including the location of the structure to be installed, including setbacks, existing structures, and true north orientation.
  - iii. Structure design images.
  - iv. Structure dimensions.
  - v. Structure color selections.
  
- e. Requirements:
  - i. "Add-on, ready-made" type vinyl or aluminum sunrooms and/or Florida rooms are **prohibited**.
  - ii. Sunrooms and Florida room additions are permitted on a case-by-case basis and are determined by the size of the lot and style of the existing home.
  - iii. Sunrooms and Florida rooms will not be approved if the design plan looks as though it was not part of the original design and construction of the home.
  - iv. Sunroom and Florida room additions must be constructed to match the existing house facade. For example, if the home has a stucco finish the new sunroom walls must also be finished with exterior stucco and constructed to look like part of the existing structure of the home.
  - v. Sunroom and Florida room additions must match the existing home's roof and windows in material, color, and style.
  - vi. Roof height may not exceed the existing roof height.
  - vii. The exterior of the enclosure must be landscaped if not located within a fenced area.
  - viii. Irrigation systems may require modification to ensure 100% coverage of the property. This should be a part of the ARR form.

**63. Structures – Other:**

- a. Other Structures: With the consent of the Declarant, buildings, structures, or objects may be erected within the rear yard at least 25 feet away from the street. All structures shall be walled, fenced, or sufficiently landscaped so as to be shielded from view from outside Lots. (\*\*See Original CC&Rs Pg1357)
  
- b. Construction: Sales Offices: Nothing contained in this Declaration shall prevent Declarant or any person designated by Declarant from erecting or maintaining such commercial or display signs and such temporary dwellings, model houses, sales offices, and other structures that Declarant may deem advisable for development of the Property or selling of Lots. (\*\*See Original CC&Rs Pg1359)
  
- c. All other structures not outlined in this document are still subject to the ARC and require approval before construction or installation begins and are subject to the rules and regulations of this legal document.

**64. Water Softener and Water Filtration Systems:**

- a. Discharge from water softeners shall not drain to the outside open areas.
  
- b. Either type of system may not be placed on the front of the Lot and must be placed on the side or rear of the property and sufficiently screened behind a fence or with landscaping. Systems cannot be seen from the street. \*\*\*See "Fences, walls and hedges" section for more information on screens.

**65. Wheelchair Entrances:**

- a. Wheelchair ramps require ARC approval.
  
- b. Ramps must meet County and State building codes and it is the Owner's responsibility to obtain the necessary permits.
  
- c. ARR requests shall include:
  - i. Description of the work to be performed.
  - ii. Dimensioned drawing of ramp location, other structures setbacks, and true north orientation.
  - iii. Handrail designs and color selection.

**66. Windows – New, Replacements, Tinting, and Window Treatments:**

- a. All windows and tinting require ARC approval before installation begins.
  
- b. All windows must complement the existing colors and character of the home, including existing doors, windows, and roof styles.
  
- c. ARR requests shall include:
  - i. Descriptions of the work to be performed.
  - ii. Location of windows to be replaced.

- iii. Window design images.
  - iv. Window color selections.
  - v. Tinting color selection brochure and sample.
- d. Requirements:
- i. Originally installed windows may be replaced with windows of the same style. Replacement window frames shall match existing window frames unless all windows in the home are being replaced at the same time in which instance a request to change style or color may be considered by the ARC.
  - ii. Tinting and/or shielding windows using **aluminum foil is strictly prohibited.**
  - iii. Owners may request to install energy conservation films on windows.
    - 1. Window tinting film is permitted to be applied to the interior of the windows.
    - 2. The degree of darkness allowed for non-reflective tinting shall remain with the ARC on a case-by-case basis.
    - 3. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.
    - 4. No silver, gold, or bronze reflective colors are allowed.
  - iv. Window treatments shall consist of drapery, blinds, decorative panels, or another tasteful window covering.
    - 1. Any window treatments facing the front street of the house shall be white, off-white, or other neutral color (i.e. interior shutters in a wood tone).
    - 2. Sheets or other temporary window covering may be used for periods not exceeding one (1) week after an Owner or tenant first moves into a House or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.

## SECTION II

### Architectural Review Request Provisions

1. All Architectural Review Requests (ARR) must be in writing, submitted digitally through the SCCA website or emailed to the property management company. No requests can be made verbally, over the phone or in person.
2. Forms must be signed and dated by the Lot owner. If a renter has an ARR request it must be submitted by the Lot owner.
3. All ARR forms must be filled out completely.
4. Incomplete forms will be returned, and the project **denied** until the form is filled out properly.
5. The Architectural Review Committee (ARC) must approve all modifications and changes before work is to begin on the home.
6. The ARC has is allowed fourteen (14) business days to approved and/or disapprove and ARR.
  - a. Plan accordingly for your project and never begin work before you have received approval from the ARC.
  - b. Failure to get approval before work begins could constitute a violation and the homeowner could be required to change and/or modify the home or project at their expense.
7. The homeowner is responsible for acquiring ALL necessary permits and complying with ALL state and local building codes.
8. All ARR forms must include the following:
  - a. Lot owners first and last name
  - b. Address, Phone Number, Email
  - c. Project start and projected end date
  - d. Type of request being made
    - i. For example: Painting, roof, pavers, sod, window replacement, etc.
  - e. All projects must include; samples, photos, images, colors, styles and drawings and must be submitted with the ARR form if applicable. See below for additional information. \*\*\*The examples below are not an inclusive list of requirements or project types and the ARC could ask for more information, samples, examples, etc. at any time before approval.
    - i. Paint:

1. Paint manufacturer and color name for all colors (body, trim, door, fascia, and accent colors) must be denoted on the form.
2. A paint sample board must be created (or colors can be directly painted on the home) that are label with body, trim and accent, before colors can be approved.
- ii. New Construction, remodels and/or Exterior Façade Changes:
  1. Drawings, site plans and elevations are required.
- iii. Windows and doors:
  1. Include an image of style and color.
- iv. Roofs:
  1. Include an image of material and color.
- v. Pavers, landscaping, pots and ornamentals:
  1. Include a redlined plot plan or drawings.
  2. Include an image of paver color and style.
  3. Include name (or image) of chose of chosen plants and their location.
  4. Include an image, quantity and location of pots.
  5. Include an image, quantity and location of ornamentals.
- vi. Pools:
  1. Include plot plan and denoting location of equipment.
- vii. Docks
  1. Include plot plan and/or drawings denoting life location and type.
  2. Include finish materials; wood, composite decking.
  3. Include paint or stain color sample.
  4. Photographs of location.
  5. Neighbor approval.
- viii. Fences:
  1. Include plot plan and style image and color.
- ix. Sheds:
  1. Include plot plan and style image and color.
  2. If shielding with plants include name of plants.
- x. Other Projects:
  1. Please reference the individual Board Policy section that applies to your project for more information and the specifics required.
  2. If you project type is not included in the Board Policies or CCRs please reach out to the Board of Directors for guidance and information.
  3. Include any pertinent information which will allow the ARC to make an informed decision about the project. This could include but is not limited to; images or style samples, color samples, material samples, site photographs, etc.

9. Approval and/or Denials can be based **solely** on the existing aesthetics of the home.
10. Projects will not be approved because another home has the same; installation, modification, color, style, etc., of an item. No project is “grandfathered” in.
11. Homes currently in violation of the Board Policies or CCRS may be required (at the discretion of the Board) to remedy the violation and come into compliance before the new project will be approved.
12. All new project request must complement and coordinate with the existing homes style, colors, and design.
13. Homeowners are required to take an exterior elevation “after photo” and send it to the ARC after the project has been completed so this can be documented in our records. This is only for projects where the exterior elevation of the home has changed in some way. For example, new paint, windows, door, landscaping, etc. \*\*\*Failure to do so could constitute a violation.\*\*\*
14. Projects will not be approved because another home has the same; item, color, style, etc., of an item.

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## SECTION III

### Violation Policy

The reason many homeowners buy into a Deed Restricted Community is to ensure all residents properly maintain their lot to protect everyone's investment and provide a pleasant, attractive, and peaceful community to live in. Our community By-laws, Covenants Conditions and Restrictions and Governing Board Policies outline the standards each Lot and homeowner is required to follow.

The goal of this policy is that violations be handled in a uniform, fair and consistent manner subject to the nature, urgency and severity of the violation in question. The following outlines the guidelines with which violations are handled by the Board of Directors.

Please note that new homeowners have a 90-day grace period with which to correct a violation but must still contact the Board of Directors or the property management company within 30 days with a plan to correct the violation. If they do not receive correspondence from a new homeowner within 30 days outlining the plan to correct a violation it is at risk of being cited again subject to the process outlined herein.

All homeowners have 30 (thirty) days to remedy violations unless more time is requested and granted by the Board of Directors.

#### **1. Violation Reports:**

- a. Violation inspections are done on a monthly basis by the Board of Directors or the property management company.
- b. Pictures are taken to document the violation.
- c. A report is generated based on homes in violation.
- d. The Board of Directors decides what path to take from the below violation notice options.

#### **2. Violation Notices:**

- a. Verbal Notice:
  - i. The Board of Directors and/or property management company may first call the homeowner to notify them of the violation and ask them for a plan to correct the violation.
  - ii. The home is added to the violation report and put on "watch" status and evaluate the following month. If the violation is corrected the home is removed from the report if it is not corrected the violation is escalated and the step outlined below are followed.
- b. Violation Notice Letter 1:
  - i. The homeowner is sent a "friendly reminder" letter letting them know the violation has not been corrected.
  - ii. The letter references which section of the governing documents the violation pertains to.
  - iii. The home is added to the violation report and put on "watch" status and evaluate the following month. If the violation is corrected the home is removed from the report if it is not corrected the violation is escalated to the next step in the process.
- c. Violation Notice Letter 2:
  - i. The homeowner is sent a second notice letter letting them know the violation has not been corrected.
  - ii. The letter references which section of the governing documents the violation pertains to and explains the process for what happens if the violation continues to not be corrected.
  - iii. The home is added to the violation report and put on "watch" status and evaluate the following month. If the violation is corrected the home is removed from the report if it is not corrected the violation is escalated to the next step in the process.
- d. Violation Notice Certified Mail Letter 3:
  - i. The homeowner is sent a third letter via certified mail letting them know the violation has not been corrected.
  - ii. The letter references which section of the governing documents the violation pertains to and explains the next action of the Board may be to turn the violation over to the attorney.
  - iii. The Board decides at the next meeting whether or not to send the violation to the attorney.
  - iv. All fees incurred from the attorney are at the homeowner's expense.

#### **3. Urgent, Immediate Action Required:**

- a. Depending on the severity or urgency surrounding the violation, a "Cease and Desist" demand may be issued to the owner, the owner's agent or representative to cause immediate cessation of the violation condition or activity. The demand will be delivered U.S. mail to the address of record of the owner and/or may be verbally communicated, hand delivered, posted on the lot or delivered to the personnel creating the violation condition. Additionally, the Board of Directors may elect to call local law enforcement or code depending on the severity of the violation and the hazard it poses to residents.
- b.

## SECTION IV

### Hurricane and Tropical Storm Preparedness Requirements

Florida is naturally subjected to Hurricanes and Tropical Storms from the months of June 1<sup>st</sup> – November 31<sup>st</sup>. It is each homeowner's responsibility to ensure their Lot is prepared for these events. Below is a minimum list of requirements that must be followed during Hurricane season and/or during times of severe weather.

**1. Generators:**

- a. The generator may only be operated when there is a power outage or for the briefest possible time to test it as required by the manufacturer.
- b. Portable generators shall be stored in the garage and only placed outside during periods of power outage.
- c. They shall be operated in accordance with manufacturer's directions and located as far as possible from all adjacent houses.
- d. NEVER operate a generator inside the home or garage, even with doors open!

**2. Hurricane and Storm Shutters:**

- a. Shutters may not be closed or installed at any time other than during a storm event.
- b. If using plywood ¾" marine grade is recommended.
- c. In the event of an actual storm event causing substantial damage to the house, the homeowner may request in writing, for an extension to this time period if the repairs and restoration of the house require that the panels remain attached for a longer time frame.

**3. Non-Permanently Affixed Items:**

- a. This includes but is not limited to: trash cans, yard ornamentals, furniture, toys, pots, signs, flags, etc.
- b. All items shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.
- c. All items shall be removed and stored away during Hurricane season if the homeowner will not be residing in the home during that time and would otherwise not have the ability to remove the items in the event of a tropical storm warning or hurricane warning.

**4. Waterfront Lots:**

- a. Unaffixed dock items must be removed and secured in a garage or other secure location upon issuance of any storm warnings of a Tropical Storm Warning or higher.
- b. It is recommended that homeowners remove and/or secure their boats in a safe manner so that they would not float off their lifts and out of the docks in the event of the water rising.
- c. All floating docks must be removed and or secured to the existing dock so that they should not become detached during a severe weather event.
- d. All kayaks, paddle boards, etc. must be removed and secured in a garage or other secure location.
- e. All items shall be removed and stored away during Hurricane season if the homeowner will not be residing in the home during that time and would otherwise not have the ability to remove the items in the event of a tropical storm warning or hurricane warning.

**5. Yard Debris & Gutters:**

- a. It is recommended that homeowners do not trim their trees before a severe weather event unless they can do the following with the debris:
  - i. Store the debris inside a secured garage or take it to the county dump before the storm.
- b. Debris piles are not permitted to be on lawns during severe weather events as they can become projectiles.
- c. It is recommended gutters are cleaned out before a storm as blocked gutters prevent water from draining from your roof, which can cause damage.

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## SECTION V

### Governing Policies over the Board of Directors

#### **1. Board of Directors General Requirements:**

- a. Certification:
  - i. All Board members are required to take the certification classes as required by current Florida Statutes.
  - ii. All Board members are required to take the continuing education classes as required by current Florida Statutes.
  - iii. Documents are part of official records.
- b. Emails, Records and Keys:
  - i. Emails are part of official records and open to inspection upon request.
  - ii. It is each Board members duty to come up with their own filing system to organize and keep Board communication emails.
  - iii. Email between Board members can be used for informational communication purposes only and may not be used for voting on policies, etc.
  - iv. Email communication and etiquette is extremely important. Always re-read your email before sending. Always copy the whole Board on email for transparency and open communication.
  - v. Any official records kept at a Board members home must be turned over immediately after their term ends or after termination from the Board.
  - vi. No official records can be destroyed.
  - vii. Any keys must be turned over immediately after their term ends or after termination from the Board.
- c. Expenses:
  - i. The Board of Directors is ONLY reimbursed for pre-approved out of pockets expenses.
  - ii. These must be approved by the Treasurer or the property management company.
- d. Lawyer communications:
  - i. Each Board shall elect one member to be the lead person to correspond with the attorney and one other person to complete this duty shall the other be unable or any reason.
  - ii. The designated person shall be given the duties of but not limited to:
    1. Directing the lawyer to send cease and desists, emails, calling closed meetings, asking for legal opinions, etc.
- e. Transition to a new Board of Directors:
  - i. The leaving Board member must communicate all pertain information to the new Board members and work with them for an easy transition.
  - ii. They must turn over all ongoing projects, quotes, login codes, keys, records, bills, reports, binders, etc.
  - iii. They should continue to answer questions and emails for the next few months after transition and support the new Board if needed.
- f. Travel:
  - i. The Board of Directors is not reimbursed for travel.

#### **2. Amenities - (New):**

- a. When proposing a new amenity, repair, or upgrade to an existing amenity, a financial impact assessment must be presented to the community, along with a description of the anticipated maintenance activities, and potential risks or issues associated with the amenity.
- b. The Amendment should include the costs detailed below:
  - i. Cost to acquire: The initial cost of acquiring the new amenity, including any necessary equipment, materials, or construction expenses.
  - ii. Cost to install: Expenses associated with the installation or setup of the new amenity, such as labor costs or site preparation.
  - iii. Cost to maintain: Estimated yearly maintenance fees required to upkeep the new amenity. This includes routine maintenance, repairs, and ongoing operational costs, and expected long-term longevity.
  - iv. Determination of the amount of reserve funds needed to cover long-term maintenance, repairs or replacement.
  - v. Item classification (essential, non-essential, Donated)
- c. Donated items should be classified as Donated, and any maintenance associated with Donated items is the responsibility of the Donator or designated individual(s). Donated items should be cleared with the board prior to installation or placement within the community.

#### **3. Amenity Classification:**

- a. Existing or new amenities added to Sykes Cove common area, must be classified as essential, non-essential, or donated.



- b. Essential amenities are – assets, facilities or services that are deemed necessary for the functioning of Sykes Cove. The board has the authority to repair, replace or upgrade essential amenities without a member vote irrespective of the total spend.
  - i. The following common area amenities and items have been deemed essential.
    - 1. Retention Pond Pumps, Park Sidewalks, Park Lights, Flagpole, Irrigation, Well.
    - 2. All other common area amenities and items are considered non-essential.
- c. Non-Essential items are – those nice to have things, that without would not affect the functioning of Sykes Cove that would result in serious maintenance issues or detrimental effects to the residents.
- d. Donation – are items donated to the community from a resident or business. The board is not responsible for replacing or repairing donated items.

**4. Debit and Credit Cards:**

- a. The Board of Directors is not allowed to apply for an/or use debit or credit cards.

**5. Special Assessments Documentation and Proof of expenditures for all community repairs exceed \$2500:**

- a. Special assessments should include a detailed description of the project, why it's needed and a budget, outlining the anticipated costs, allowing members to review and understand how the funds will be allocated.
- b. Supporting documentation of proposed costs should include at a minimum:
  - i. Vendor proposals, product costs, and ancillary items.
- c. Upon conclusion of the project or product acquisition, the members should receive a memo and full accounting of the money collected, spent, and any funds remaining
- d. Supporting documentation should include but not limited to:
  - i. Invoices, receipts and check stubs. (Supporting documentation can be posted on the website, or a convenient location for members to access in lieu of mail).

**6. Straw Polls are REQUIRED prior to sending out a vote to members:**

- a. The cost of conducting a community wide vote has risen due to cost printing and mailing supplies. While e-Voting does reduce some of the expenses, the majority of the association stills prefers paper. In addition to cost, there are legal expenses and the time from board members.
- b. Prior to official votes, a litmus test of where the community stands should first be conducted through a formal survey aka “straw poll.”

## Section VI

### Official Records Request & Resident Privacy Act

**1. Official Records, Requests and Inspection:**

- a. All official records and their request will be governed by Florida Statute unless otherwise explicitly outlined in this section.
- b. Official records will be kept electronically for a period of seven (7) years.
- c. What constitutes an official record and an unofficial record will be dictated by current Florida Statutes.
- d. Official records requests must be made in writing via certified mail and/or emailed to either the property management company and/or the SCCA mailing address.
- e. No official records will be sent electronically.
- f. Attorney-Client privileged records will not be provided unless requested by a court order.
- g. Official records including homeowners' personal information will be redacted.
- h. Residents have the right to inspection for up to eight (8) hours once per month.
- i. Cost related to official record inspection and copying will be governed by current Florida Statutes.
- j. Most official records can be found on the SCCA website including but not limited to:
  - i. Governing Documents
  - ii. Meeting minutes and Agendas
  - iii. Financial reports, All Budgets, Annual Financial Reports
  - iv. Vendor Contracts
- k. Record Requests when Legal Action is anticipated or in action:
  - i. Review will only be held at the Offices of Legal Counsel for the Association.
  - ii. Inspection must be witnessed at all times.
  - iii. Reviewer may not remove records from the site.

**2. Official Records Request & Resident Privacy Act:**

- a. Pursuant to Florida Statute 720.303(5), residents have the right to request and review HOA official records for up to eight (8) hours one day per month. All official record requests will undergo redaction, ensuring the removal of personal identifying information such as resident names, addresses, telephone numbers, cell phone numbers, email addresses, and any other information deemed confidential by the Board of Directors. Furthermore, the Sykes Cove Community Association Board of Directors and its representatives, including property managers and attorneys, are strictly prohibited from disclosing resident information to other residents or external vendors unless mandated by a court order or written approval from a resident with regard to a specific request.

**3. SCCA Website Email Opt-In Policy:**

- a. Should a homeowner choose to opt-in to the SCCA website emails and electronic communication, the homeowner's email address will **ONLY** be used for the purpose of communication from the property management company and the SCCA Board of Directors. Email address will **NOT** be utilized for or put into a community directory for distribution to any homeowner, All emails will be kept private and not shared except as outlined above.

## **Section VII**

### **Assessments and Collection Policy**

All Assessments and Collections requirements will be governed by current Florida Statutes.

**1. Determination of the Assessment:**

- a. Assessments are set by the Board of Directors in compliance with Florida Statutes and the governing SCCA documents.
- b. Assessments may be Annual, Special, Supplemental or Individual Lot Assessments.

**2. Notice of Assessments:**

- a. A "Notice of Assessment" is required to be sent out upon approval of the Annual Budget and any Annual, Special, Supplemental or Individual Lot Assessments.
- b. Notice of the Annual Assessment and an Annual Dues Invoice must be mailed 30 (thirty) days prior to the start of the budget year, January 1<sup>st</sup>.

**3. Invoice for Assessments:**

- a. The Annual Dues Invoice should be sent not later than December 15<sup>th</sup>.
- b. Payment is due January 1<sup>st</sup> and can be paid online or with a check sent by mail. There is a **grace period** of 30 (thirty) days before late fees start to accumulate.

**4. Delinquent Assessments:**

- a. Assessments are delinquent starting February 1<sup>st</sup> and begin accruing interest at the rate of 18% annually (or 1.5% monthly) on the unpaid Principle, as permitted by current Florida Statutes.
- b. Delinquent Assessments will also be assessed a Late Fee of \$25.00 per month for each month or portion of a month that the Assessment is late, as permitted by current Florida Statutes.
- c. Any payment received by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

**5. Delinquent Collection Process:**

- a. Assessment Reminder:
  - i. A courtesy reminder letter will be sent on or about the 5<sup>th</sup> of the month and will include late fees, interest and outstanding balance.
  - ii. Optionally, the Treasurer or property manager may provide a courtesy phone call.
- b. Assessment Delinquency Letter 1:

- i. A delinquency Notice will be sent First Class Mail on or about the 5<sup>th</sup> of the month and will include late fees, interest and outstanding balance.
- c. Assessment Delinquency Letter 2:
  - i. Assessment Collection Notice will be sent Certified Mail on or about the 5<sup>th</sup> of the month and include will include late fees, interest and outstanding balance.
  - ii. Letter will state that as of the 15<sup>th</sup> of the Month the delinquent assessment account will be turned over to the attorney for collection proceedings. The delinquent account will now start incurring attorney's fees in addition to other fees outlined in this section.
- d. All further collections shall be handled by the Association's attorneys.
- e. Should the assessments still not be paid the Board may direct the attorney to file a Lien against the property for the unpaid balance.

**6. Mitigating and Extenuating Circumstances:**

- a. If there are mitigating or extenuating circumstances preventing a timely payment the property owner should contact the Board of Director or the property management company to discuss the delinquency and arrange for payment.
- b. The Board of Directors at its discretion may grant a waiver of late fees and interest of up to 31 days for a Delinquent Assessment.
  - i. If granted the agreement shall be in writing and signed by the homeowner and the Treasurer or President.
  - ii. Should the homeowner violate the terms of a granted waiver and not pay within the allotted time the Late Fees and Interest will be reinstated and calculated from the date of the original invoice grace period, February 1<sup>st</sup>.
- c. Requests for a waiver longer than 31 days will be handled on a case-by-case basis.
  - i. If granted the agreement shall be in writing and signed by the homeowner and the Treasurer or President.
  - ii. Should the homeowner violate the terms of a granted waiver and not pay within the allotted time the Late Fees and Interest will be reinstated and calculated from the date of the original invoice grace period, February 1<sup>st</sup>.

## Section VIII

### Hazardous Activities Policy

In compliance with the terms of the SCCA insurance policy the Association must outline work defined to be hazardous in nature. The Board of Directors and Volunteers shall not engage in the practice of any activities deem high risk on the Association Common Grounds.

**1. Hazardous Work:**

- a. Hazardous work shall be contracted to companies or professionals licensed and insured in the respective line of work required to be completed.
- b. Licensed and insured contractors will be used for:
  - i. Electrical work including repairs and new construction.
  - ii. Lawn mowing and landscape maintenance.
  - iii. Wide application of pesticides, fungicides, fertilizers and chemicals.

**2. Board of Directors and Volunteers Equipment Use:**

- a. Prohibited use of equipment and tools:
  - i. Landscape and construction equipment and tools.
  - ii. Powered Equipment: chain saws, stump grinders, tillers, hammers, nail guns, staplers, etc.
  - iii. Powered Rental Equipment: trenchers, concrete mixers, air compressors, tampers, shredders, air hammers, jack hammers, compresses air tools, man lifts, etc.
  - iv. Heavy Equipment: tractors, graders, scrapers, backhoes, etc.
  - v. Shop tools: Routers, lathes, table saws, jointers, planers, etc.
  - vi. Scaffolding, lifts, and ladders over 8 feet in height.
- b. Permitted use of equipment and tools:
  - i. Hand tools, shovels, spades, post hole diggers, rakes, trimmers, shears, cutters, hammers, wheel barrows, screw drivers, and similar low hazard unpowered tools and equipment.
  - ii. Spot use and spot application of fertilizers, pesticides, weed killers, bug sprays, etc.

- iii. This policy shall in no way limit the use of office tools or personal safety equipment, whether powered or unpowered or standard office and clerical equipment.
- c. All Volunteers and Directors must sign a waiver when completing permitted maintenance on common grounds.
- d. Maximum use of safety equipment is encouraged at all times whenever possible and include but are not limited to:
  - i. Hard hats, steel toed boots, safety glasses, gloves
  - ii. Warning signs, warning cones, and safety vests.

## **Section IX**

### **No Soliciting, No Trespassing Policy**

1. No soliciting or trespassing is allowed within the boundary of SCCA. This policy shall apply to all lots and to the common areas within SCCA.
2. A sign was installed at the front entry to place all who enter on notice of the policy. The sign shall continue to be maintained so long as this policy is in place.
3. No one may trespass, solicit, proselytize, or campaign upon the common areas without prior written consent of the Board of Directors, which shall be decided upon at a properly noticed meeting and recorded in the meeting minutes.
4. No one may trespass, solicit, proselytize, or campaign upon any Lots with out invitation from the owner or occupant of the Lot.
5. This policy shall not restrict a Lot owner’s right to peaceably assemble or to invite public officers or candidates for public office to appear and speak on common grounds, with prior approval from the Board of Directors, which shall be decided upon at a properly noticed meeting and recorded in the meeting minutes.
6. Prohibited Activities:
  - a. Trespassing without invitation from the owner, occupant or Association.
  - b. Solicitation without invitation from the owner, occupant or Association.
  - c. Unsolicited proselytizing or ministry.
  - d. Unsolicited sales or marketing.
  - e. Panhandling, “bumming,” or begging.
  - f. Unsolicited political campaigning.
  - g. Acts harassment, intimidation or coercion and nuisance activities.
7. In the event of a person soliciting or trespassing do not call the Board of Directors or property management company. Immediately call the local non-emergency police department number and ask them to have an officer remove the person from Association property.

## **Section X**

### **Board Harassment, Threats and Intimidation Policy**

1. **Harassment, threats and intimidation toward the Board of Directors:**
  - a. This will not be tolerated and is prohibited and will immediately be sent to the Associations attorney and documented.
  - b. Harassment Definition:
    - i. Conduct that seriously alarms or annoys another person, and that serves no legitimate purpose.
    - ii. Repeated calls, emails which serve no legitimate purpose.
    - iii. Contacting or emailing the Association attorney without approval.

- iv. Threats and intimidation through email, phone calls or in person.
  - v. Calling the police on Board members without cause or reason.
  - vi. Constant interruptions during Board meetings that serves no legitimate purpose.
  - vii. Repeated inappropriate behavior, yelling, profanities, aggression, etc. toward the Board, whether in person, on the phone or during Board meetings.
- c. Disciplinary Action:
- i. Suspension of membership privileges to common grounds.
  - ii. Action from the Association's Attorney.
- d. Evidence:
- i. The Board shall keep and record all evidence of a pattern of harassment that is intentional, targeted, and causes emotional distress. This can include emails, voicemails, text messages, meeting recordings, police reports, security camera footage, etc.

2. **Harassment from the Board of Directors:**

- a. Any harassment, threats and intimidation from the Board of Directors toward a homeowner will not be tolerated and can lead to the members removal from the Board of Directors or discipline.
- b. Homeowners shall be required to provide proof of harassment before a member is removed or disciplined.
- c. A homeowner being cited for a violation or multiple violations does not constitute harassment.
- d. A homeowner receiving a collection letter for delinquent dues does not constitute harassment.

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