



# ***TOWNHOMES*** **OF COCOA BEACH**

**A CONDOMINIUM**

## **Rules and Regulations** **For Our Townhome Community**

In order to protect, preserve and enhance both the property and the quality of life in our neighborhood, the Board has updated the attached rules and regulations. It is always the goal of the Board of Directors that all residents follow these rules so that we not infringe on the ability of all of us to enjoy our individual townhome, along with enjoying the shared space and facilities this community offers.

Should you have any questions regarding these rules and regulations, please feel free to contact any Board Member whose names, telephone numbers and unit numbers are posted on the bulletin board in the mail room. It is our sincere wish that you will respect these simple, fair and neighborly rules and regulations, many of which are derived from owner input.

Owners, these rules and regulations are not meant to replace the original documents or recorded amendments of the association, but rather to help clarify them. We encourage you to get involved! You're welcome to volunteer to run for the Board at election time or sign up as a committee volunteer. Pride in our neighborhood and maintaining our property values is a team effort and we welcome you on the team. You are encouraged to attend Board Meetings. Watch for Notice Agendas posted in the mailroom behind the glass bulletin board.

With warm wishes, good health and happiness to all,

Townhomes of Cocoa Beach Condominium Association  
Board of Directors  
"A Self-Managed Association of CARING volunteers"

Phone (message only) and Fax 321-784-2843

Email: [THCB@cfl.rr.com](mailto:THCB@cfl.rr.com)

185 Escambia Lane • Cocoa Beach, FL 32931

# Townhomes Of Cocoa Beach

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## Rules and Regulations and General Information

**1. OCCUPANCY:** Each unit is restricted to residential use by the owner (s), their immediate families, guests and invitees. Each two-bedroom, two and one half bath unit is restricted to no more than five (5) residents.

**2. OWNERS:** Association fees are due on or before the first day of the month. A late fee of \$25 will be charged on the eleventh day for monthly assessments in arrears plus applicable interest allowed by law per annum. You may drop your check in the office mail slot or mail payment to the address above.

**3. APPROVALS:** The town homes of Cocoa Beach Condominium Association Board of Directors hereafter referred as the Board, is required to approve:

A. All Leases.

B. Installation or replacement of windows, entry, garage, screen or storm doors, permanent hurricane shutters, or any alterations to the front walkway, rear patio, or deck, such as lighting fixtures, antennas, TV dishes or A/C compressor ( with a substantially larger unit) and any or all provisions that require Board Approval.

**4. PEST CONTROL:** Board policy is to spray externally on a monthly basis, and internally on a need or request basis. Notify any Board member if you need the services of the pest control agent, who will arrange all appointments. The Board needs to be assured of access to the unit at that time.

**5. TRASH:** All trash must be deposited in the dumpsters and sealed in a proper trash bag or container. Boxes are to be broken/knocked down before they are deposited in dumpster. In order for the trash handler to empty the dumpster, everything must be inside the dumpster and the cover in place, or they will refuse to empty it. Leaving unwanted objects outside of dumpsters is prohibited and another reason for us not to receive service. If it is too large/long/heavy to put in the dumpster (such as old appliances, grills, furniture, compressors or any electronics), arrangements may be made for special pick-up. Please contact the Board for suggestions as to placement

NO LOOSE YARD WASTE IN DUMPSTERS per Waste Management of Brevard, place on Escambia Lane curbside.

**6. RECREATION ROOM:** Reservations for use by residents must be made and approved through the Board. The key and access to the Recreation Room is by reservation with a refundable deposit of \$25 to insure proper use and cleanup.

A. The area must be fully cleaned, all decorations and food brought in removed (check refrigerator too), chairs straightened, bathroom clean and neat, supplies replaced, A/C heat and lights turned off, trash removed and door locked. The Clubhouse and surrounding area must be vacated before 11:00 PM.

B. The resident(s) requesting the use of the Recreation Room is responsible for their guests, and will pay any damages to the room, its contents or the outside area around the building.

C. The facility may not be used before 9:00 AM. Every effort is to be made to prevent disturbing residents who live close to the pool area.

D. Use of the Recreation Room does not include exclusive use of the pool area. If the pool area is to be used, the pool rules, especially the food and drink rules must be followed.

E. No wet Bathing attire is permitted at any time in the Recreation Room.

F. No furniture or furnishings are to be removed from the Recreation Room and taken out onto the pool deck.

G. Recreation Room is not to be used as a lounge or playground for children.

**7. SMOKING:** Smoking is specifically prohibited, by Florida Statutes, in the Community Building, which includes Mail Room, Clubhouse, Office, Rest Room, and Hallway. PLEASE DO NOT DROP CIGARETTE BUTTS ON THE PREMISES.

**8. NEW OCCUPANTS GUESTS:** Occupants must meet with the Welcoming Committee within 14 days of residency. Contact any Board member for details and appointment. Guests staying longer than 14 days must provide the Board with the year, make and model and license number of their licensed and insured vehicle. Owners who allow friends and family members to use their unit in their absence should inform friends and family of the Rules and Regulations and register their guests with the Association. Please keep a copy in a conspicuous place in your unit. The Board also asks that you inform friends and family of the location of the dumpsters, mail room and other pertinent information.

**9. PARKING:** No parking space may be used for any purpose other than parking automobiles, privately owned 4 wheeled trucks and motorcycles, all of which are in operating condition, insured and currently registered. No other vehicles or objects,

including but not limited to recreational vehicles, motor homes, trailers and boats, will be parked or placed upon such portions of the condominium property without prior Board approval. No parking space shall be used by any person other than an occupant of the condominium, who is an actual resident, or by a guest or visitor, and only by such guest or visitor when such guest or visitor is in fact visiting. No parking in driveways in front of garages is permitted other than loading and unloading for longer than 15 minutes, or washing vehicles. Parking is allowed in designated spaces only. There is no assigned parking. There is no parking of vehicles that are in non-operating condition longer than seven (7) days or the vehicle may be removed at the owner's expense. Two vehicles per unit or one vehicle per licensed driver (occupant) are allowed with the exception of resident visitors. Work on any vehicle is limited to minor adjustments and or emergency repairs. Changing of motor oil is prohibited. Vehicles shall not leak excess oil or any other fluids when parked. Overnight camping is forbidden. The garages are limited common area and are to be kept clean and uncluttered, including the exterior garage door. Garage door should be closed when not in use.

All Vehicles entering the complex must be licensed and insured and be driven by licensed and insured persons.

Resident vehicles with advertising lettering may not be parked onsite.  
All resident vehicles should fit within the individual parking space or garage.

Our Five (5) MPH speed limit must be observed for the safety of all occupants.

Individual garage or yard sales are prohibited due to parking limitations. The Board will consider group sales at designated times of the year and at designated areas.

#### **10. MAINTAINING AN ATTRACTIVE NEIGHBORHOOD:**

A. No sign, advertisement or notice of any type except for security notices, or any for sale/rent signs larger than 11" X 14" shall be displayed or erected on condominium property or any unit. No exterior antennas or aerials shall be erected except as uniformly permitted by the Association.

B. Plants must be pruned should they overlap walkway by 6 inches.

C. Under no circumstances may any patio, deck, or walkway be used for storage.

D. Unit owner(s) and or occupants are responsible for keeping garage doors and all doors clean and freshly painted with Board-approved white and to replace any broken screening on any doors or windows within 14 days of screening being torn or broken.

E. It is prohibited to hang garments, towels, rugs, etc. from windows, patio, or deck or from the facade of the building.

F. A unit owner or resident shall not place, store or use anything upon the patio, deck or entryway without the approval of the Board, other than standard patio furnishings, hoses, tables, healthy plants and furnishings.

G. Holiday decorations are welcomed and should be removed within 2 weeks after the holiday. Holes may not be drilled or driven into the exterior of any building, or hung by any other form of attachment.

H. No alterations, painting, replacement of fixtures, or additions of any kind are allowed to any common area including, landscaping, exteriors of buildings and walkways without approval of the Board (of Directors). The Board does encourage landscaping of entryway gardens.

I. Hurricane shutters are encouraged, though colors and design must meet Board approval if shutters are to remain a permanent attachment to the building.

J. New exterior lighting fixtures are encouraged. Please see the bulletin board in the mail room for details and model number

**11. NUISANCES:** No Nuisances, use or practice will be permitted that are the source of annoyance to residents or which interfere with the peaceful possession of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage should be allowed to accumulate so as to attract pests or rodents to the neighboring units. No fire or safety hazards are allowed to exist. No unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.

A. No immoral, improper, illegal, or offensive use shall be made on the condominium property or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

B. It is prohibited to shake dusters, rugs, mops, etc. from windows, patios or decks or to clean rugs, etc., by beating on the exterior of the buildings.

C. No resident or guest shall allow anything whatsoever to fall from the window, patio, deck, or doors of the premises, or shall he sweep or throw any substance into any of the patios, decks, entryways or elsewhere in the building or upon the grounds. A resident shall not place, store or use anything upon the patio, deck, balcony or entryway without Board approval other than standard patio chairs, tables. healthy plants, hoses and furnishings. Hanging plants or other hanging decorations that require

any form of attachment to building exteriors are forbidden with the exception of the American Flag. Flags can be attached to aluminum powder coated railings with only non-corrosive nylon or plastic ties.

EXCESSIVE NOISE OF ANY NATURE WHICH COULD ANNOY OTHER RESIDENTS IS PROHIBITED. NOISE LEVELS OF STEREOS, RADIOS, TELEVISIONS, MOTORCYCLES, LOUD TALKING, ETC. MUST BE KEPT TO A MINIMUM BETWEEN 11:00 PM AND 8:00 AM. DO NOT HESITATE TO CALL THE POLICE IF EXCESSIVE NOISE DISTURBS YOUR PEACE.

**12. EMERGENCIES:** A minimum of 2 people (one which must be a Board member) or the agent and employees of the Association may enter any unit at reasonable times, even in the absence of owners or occupants when necessary for the maintenance, repair and replacement of any common element or make emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. One attempt will be made to contact resident prior to entry, depending on the nature of emergency. A follow-up call/letter/email will be made to inform the owner of the problem or emergency. IT IS THE RESPONSIBILITY OF THE UNIT OWNER(S) OR OCCUPANT(S) TO PROVIDE CURRENT CONTACT INFORMATION AND KEYS TO THE BOARD. Failure to do so may result in costly damages to unit, neighboring unit or common areas. Such damages will be at the expense of the responsible unit owner, (which was responsible for the damage.) The Board will keep a log of such entries. Keys are kept in a locked box.

**13. SAFETY:** Safety of unit occupants for emergency access is a priority, such as for ambulance stretchers, or fire hoses, or any fire, police, or rescue personnel.

A. An owner or resident shall not place or cause to be placed in the walkways or in or on any other common areas and facilities, any furniture or objects of any kind that could hinder transit through them. Such areas shall be used for no other reason than for normal transit through them.

B. Unit owner(s) and or occupant (s) agree to hold the Association harmless should any plants or furnishings hinder the ability of emergency personnel to enter unit. Shared entryways must be decorated or furnished as not to limit the ability of residents in adjoining unit to enter or exit unit. Disputes may be brought to the Board.

C. Due to the threat of hurricanes, seasonal owners/occupants must remove all plant pots and furnishings from all decks, patios, gardens and entryways PRIOR to vacating unit. The Board reserves the right to remove or discard such objects.

D. Do not park in "NO PARKING" or "TOW AWAY" areas. Such violations could limit access by emergency personnel to you and your neighbors.

E. Skating, skateboarding, and roller blading are not permitted on the condominium property.

**14. POOL HOURS:** Sunday through Thursday 9 AM to 10 PM, Friday & Saturday 9 AM to 11 PM

A. Use: Authorized Residents and their Guests Only. Guests must be accompanied by resident and the pool gates must be kept closed and locked at all times.

B. NOTICE: There is no lifeguard on duty; The Association assumes no responsibility in the event of injury in or around the pool. Swim at your own risk.

C. Proper bathing attire is required. Nudity in any form will not be permitted in any open areas of the unit, pool or common property.

D. Children under 12 and non-swimmers must be accompanied by an adult who can swim. Babies and non-toilet trained children may swim in the pool; however, they must wear a diaper covered by a waterproof pant designed to protect against leakage.

E. SHOWERING: Remove suntan lotion/oil prior to entering the pool water by showering. (This aids in sanitary operation of the pool and reduces possible damage to filter systems.)

F. NO RUNNING, EXCESSIVE NOISE OR RADIOS EXCEPT WITH EARPHONES. NO DIVING OR "CANNON BALLING" INTO POOL OR OTHER EXCESSIVE-TYPE ENTERING OF THE POOL WILL BE ALLOWED. NO ROUGH-HOUSING IS ALLOWED.

G. 1. PARENTS: For the safety of your children, please do not permit children to run on the pool decking. For the enjoyment of all occupants, please monitor the noise level of your guests or children.

2. Floatation devices are permitted in the pool only as long as they do not inhibit others' enjoyment of the pool. Such floatation devices must be in good condition. Torn floatation or "noodles" could ruin the pool filter and occupants will be charged for such repair. Please remove all floating devices, toys, etc. when exiting the pool. Toys used in the pool must be large enough not to enter the filtering system. Damage to the pool from any toys will be the financial responsibility of the owner/occupant.

H. NO GLASS IN POOL OR POOL AREA. Broken glass entering the pool could result in a possible closing and drainage of the pool. Such costs will be the sole responsibility of the unit owner/occupant

I. Any person contaminating the pool either by accident or on purpose is responsible for all costs incurred for decontaminating the pool. Persons will be billed directly by the pool maintenance contractor.

J. Pool area bathroom and entry are to be kept clean and neat at all times. Please keep door locked when using.

K. No pets are permitted in pool area.

L. Food is permitted in the pool area but is not allowed in the pool or on the wet deck (within 4 feet of the pool) to prevent contamination.

M. Beverages are permitted in the pool area in UNBREAKABLE CONTAINERS ONLY, but are not allowed in the pool or on the wet deck (within 4 feet of the pool) to prevent contamination.

N. Use of pool requires cleaning up after oneself and guests.

O. Please do not "Slam" the pool gates.

P. POOL HEATER: The Pool heater will be turned off or on, considering local forecasted temperature, and adjusted by the POOL COMMITTEE using common sense. When the Pool is heated, the Pool will be heated to a minimum of 82 degrees.

**15. OUTDOOR GRILLING:** is permitted on downstairs patio and nowhere else on the Common area.

**16. PETS:** No animals, other than the following, may be kept or maintained in any unit or anywhere on the condominium property: one domesticated dog OR one cat, not to exceed thirty (30) pounds in weight at maturity, caged birds, caged gerbils, caged guinea pigs, caged hamsters and fish contained in aquariums. NO OTHER ANIMALS OR PETS ARE ALLOWED. No pets or animals may be kept UNSUPERVISED outside of the unit, and any dog or cat must be restrained by the owner using a leash not more than six (6") feet long, at all times, when on the common elements. Each pet owner shall be responsible for cleaning up after the pets in the common areas. Board approved pet walking area is "Out the front door and the outside grassy perimeter of the Townhomes of Cocoa Beach complex". Guests must follow all of the Association rules regarding pets.

**17. RENTALS:** The unit may be rented provided the occupancy is only by one (1) renter and members of his/her immediate family and guests. No rooms may be rented and no transient tenants or boarders may be accommodated. No lease of any unit shall release or discharge the owner thereof compliance with the duties of the owner. Time-sharing of units is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to the Declaration, the Articles of Incorporation, By-laws,



and the Rules and Regulations of the Association. The minimum rental shall be thirty (30) days. The Board reserves the right to approve leases.

A. Either the unit owner(s) or their designee (Rental Agent) is responsible to see that the following information is received by the Board, PRIOR TO TENANTS OCCUPYING THE UNIT, a completed Association RENTAL INFORMATION FORM, and a COPY OF THE LEASE.

B. A copy of these Rules and Regulations must be kept in each unit and available to current renters, all occupants and guests.

C. The owner or their designee is also required to provide the Board updated rental information forms when original status changed due to:

1. Number and names of persons in unit changes.
2. Vehicle registration information changes.
  
3. Renter vacates and is replaced by a new renter.
4. Unit is vacated seasonally or permanently.

D. Every unit is restricted to residential use. No contractor business "hospitality suites" shall be allowed. No lease shall be provided to any entity (individual, contractor, or company, etc.) where a unit would be used as a gratuity or incentive to other people.

E. Renters and owners of the Townhomes of Cocoa Beach are responsible for their guests. Any repair and/or replacement costs to the common elements due to destruction will be charged to the unit owner and/or renter.

F. By law, renters have the same rights and privileges and will be treated with the same consideration and respect. Renters have no Association voting privileges.

**18. DAMAGES TO ASSOCIATION PROPERTY:** Unit owners are financially responsible for any damage to Association property when such damage is the result of action of their own, their renters, their children, their guests, their contractors or their pets.

Local, City, County, State and Federal Laws supersede these Rules and Regulations.

Owners: for more information please refer to your Official Condominium Documents which include the Declaration, the Articles of Incorporation, Bylaws and Amendments.

*These Rules and Regulations were written in good faith and to the best of the ability of the Board and its agents and in the best interest of the Townhomes of Cocoa Beach Condominium Association.*

*Updated December 2018*

## Useful Information

**PET LICENSING:** Brevard County requires all dogs and cats to be vaccinated, and have attached animal license tags that must be renewed each year. Pet owners can be fined up to \$120 for each animal that doesn't have a rabies vaccination certificate and license tag.

**TRASH DUMPSTER PICKUP:** Each Monday & Thursday

**PEST CONTROL ONSITE:** 4<sup>TH</sup> Wednesday of the month

**SCHEDULED POOL MAINTENANCE:** Monday A.M. & Thursday A.M.

**CHECK THE UNIT KEYS IN THE LOCK BOX TO MAKE SURE THEY STILL FIT YOUR UNIT**

**COMMUNITY BUILDING ADJACENT TO POOL, LOCATION OF:**

Recreation Room, Rest Rooms, lending Library, Office and Association Mail Box

Mail Room (separate door on south side)

Association Key fits Community Building exterior doors and pool gates