

**Fishermans Cove**

# **FISHERMANS COVE CONDOMINIUM ASSOCIATION**

**Rules and Regulations**

**As Effective  
June 1, 2018  
And Subsequently Amended**

# Fishermans Cove

## RULES AND REGULATIONS

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## RULES AND REGULATIONS

Pursuant to the authority vested in it by the applicable Declarations of Condominium, Articles of Incorporation, and By-Laws (the "Governing Documents") and the applicable Florida statutes, Fishermans Cove Condominium Association, Inc. has adopted the following rules and regulations (the "Rules") for the governance of the Condominium, which shall be in addition to, and not in substitution of, any term, condition, covenant, restriction or limitation contained in the Governing Documents. In the event of a conflict among these Rules and the Governing Documents or the applicable Florida law, the Governing Documents or applicable Florida law shall prevail.

### ARTICLE 1: Definitions

As used in these rules and regulations, the following terms have the following meanings:

- 1.1 The term "Association" means Fishermans Cove Condominium Association, Inc.
- 1.2 The term "Board" means the Board of Directors of the Association.
- 1.3 The terms "Common Elements" and "Recreation Land" have the same meaning as is given to such terms in the Governing Documents and pertinent Florida law applicable to the portion of the Condominium in which such areas are located.
- 1.4 The term "Condominium" encompasses the area occupied by Fishermans Cove Condominiums Phases I, II and III as set forth in the Governing Documents applicable to each such separately established condominium association.
- 1.5 The term "Courtesy Notice" is the first notice issued to a Unit Owner that the Unit Owner, Unit User or guest may be in violation of the Governing Documents, these Rules, or Florida law.
- 1.6 The term "Final Notice to Comply" means the notice provided to a Unit Owner that a violation of the Governing Documents, these Rules or Florida law has not been corrected within the required time set out in the Courtesy Notice.
- 1.7 The term "Limited Common Elements" as used in the Governing Documents means the Common Elements which are reserved herein, or assigned, or granted separately for the use of a certain Unit or Units

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- to the exclusion of other Units, consisting of the following:
- 1.7.1 to each Unit in the Condominium, the screened porch and other equipment and/or fixtures, if any, attached, affixed or contiguous to the exterior and serving only that Unit; and
  - 1.7.2 to each Unit in the Condominium, the deck areas and other fixtures and equipment, if any, attached, affixed or contiguous to the exterior of and serving only that Unit; and
  - 1.7.3 to each Unit in the Condominium the right of exclusive use of the Service Court or any portion thereof serving that Unit.
  - 1.8 The term "Manager" means the entity engaged by the Board to manage the Condominium.
  - 1.9 The term "Notice of Fine" is the notice stating the Board's intent to recommend that the Violations Committee levy the fine set out in the Final Notice to Comply.
  - 1.10 "Service Court" means an enclosed storage area associated with a specific Unit, and meant for the personal use of the Unit Owner of a specific Unit.
  - 1.11 The term "Unit" means a condominium unit within the Condominium.
  - 1.12 The term "Unit Owner" includes Unit owners and members of their immediate families, and Unit Users where applicable.
  - 1.13 The term "Unit User" means lessees, renters, occupants of Units, invitees, and agents and representatives of Unit Owners. Unit Users are subject to these Rules in the same manner as are Unit Owners, except with respect to certain matters, as noted, involving payments to the Association only by Unit Owners.
  - 1.14 The term "Violations Committee" means the committee of non-Board Unit Owners that approve or reject certain fines and sanctions levied against a Unit Owner by the Board under **Article 12** of these Rules.

Approved: May 15, 2018, effective June 1, 2018.

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### ARTICLE 2: Use of Common Elements

- 2.1** The Common Elements and Recreation Land of the Condominium, including the swimming pool and the recreation area appurtenant thereto, are for the exclusive use of Unit Owners and Unit Users, their immediate families, and when accompanied by a Unit Owner or Unit User, social guests.
- 2.2** Unit Owners shall not permit their children under twelve (12) years old to play on or about the Common Elements or Recreation Land, except under the supervision of a parent or other responsible adult.
- 2.3** Unit Owners and Unit Users are responsible for any damage which they or their immediate families or social guests cause to the Common Elements or Recreation Land, whether by neglect or otherwise, and shall pay to the Association the reasonable cost of repairing such damage on demand of the Board or of the Manager.
- 2.4** Unit Owners shall not obstruct or clutter the Common Elements or Recreation Land with items such as children's playsets and swings, flower pots, furniture, vehicles, storage units, refuse or personal property.
- 2.5** Unit Owners are responsible for any damage which they or their Unit Users or social guests cause to the Limited Common Elements attributed to their Units, whether by neglect or otherwise, and shall pay to the Association the reasonable cost of repairing such damage on demand of the Board or of the Manager.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 3: Peaceful Possession and Proper Use

- 3.1 Peaceful Possession:** All Unit Owners have the right to peaceful possession and proper use of their Units, the Common Elements and Recreation Land. Therefore:
- 3.1.1 Noise:** Each Unit Owner and Unit User shall insure that the audible volume of all noises including but not limited to conversation, alarm clocks, singing, electronic devices, television, radio, record player, tape player, musical instrument and pet noises (e.g., barking) shall be maintained at a level that such noise is not audible outside the boundaries of the Unit from

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which it originates in a manner that constitutes a nuisance or disturbance to neighboring Unit Owners.

**3.1.2 Lighting:** Each Unit Owner shall insure that any lighting associated with his/her Unit shall not constitute a nuisance or disturbance to other Unit Owners.

**3.2 Unit Users and Social Guests:** Each Unit Owner is liable for the conduct of its Unit Users and social guests and all violations of the Governing Documents or these Rules by such Unit Users and social guests.

Approved: May 15, 2018, effective June 21, 2018.

### ARTICLE 4: Pets

**4.1** Unit Owners shall keep no pets within the Condominium, except domesticated dogs and cats, caged birds, and tropical fish.

**4.2** Unit Owners are subject to all laws and ordinances of St. Johns County regarding pets, including those regarding the removal of pet droppings.

**4.3** When walking dogs within the Condominium, Unit Owners shall keep their dogs leashed at all times and clean up all droppings.

**4.4** The Board may require a Unit Owner to permanently remove a pet from the Condominium if it finds, after notice to the Unit Owner, that such pet has become a danger and/or nuisance to other Unit Owners.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 5: Unit Owner's Responsibilities in General

This Section sets out general Unit Owner responsibilities with respect to his/her Unit. A Unit Owner should review **Article 7** for his/her responsibilities with respect to specific items (i.e., windows, balconies, service courts, etc.) relating to a Unit.

**5.1 General:** Unit Owners are responsible for ensuring that their immediate

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- family, Unit Users and social guests comply with these Rules. Unit Owners are also responsible for ensuring that the use of a Unit by a Unit Owner or by its immediate family, Unit Users and social guests does not interfere with the peaceful possession and other enjoyment of other Units, Common Elements, and Recreation Land by Unit Owners or Unit Users.
- 5.2 Sawgrass Homeowners Association:** Unit Owners are subject to the rules and regulations of the Sawgrass Homeowners Association, a copy which is available upon request to the Manager.
- 5.3 Maintenance of a Unit:** All parts of a Unit shall be maintained, kept in good repair and replaced by and at the expense of the Unit Owner, except in the limited situations where maintenance and repair is the responsibility of the Association.
- 5.4 Limited Common Elements and Service Courts:** Unit Owners are responsible for keeping clean and in orderly condition the Limited Common Elements and Service Courts associated with their Units, except as specifically noted otherwise in these Rules. No Unit Owner shall allow rubbish, refuse or garbage to accumulate, nor shall a Unit Owner allow any fire hazard to exist in or on the Limited Common Elements and Service Courts.
- 5.5 Insurance Rate Increases:** No use of any Unit or its Limited Common Elements and Service Court shall be made which will increase the rate of insurance upon the Condominium.
- 5.6 Duty to Report:** Unit Owners have a duty to report promptly to the Manager any problems or needed repairs to the Common Elements, Limited Common Elements, or Service Courts that are the responsibility of the Association promptly upon discovery of any problems or needed repairs.
- 5.6.1 Association Contractors:** Unit Owners and Unit Users shall not restrict Association contractors from inspecting any Unit after notice of the need for inspection is given to the Unit Owner by telephone, fax or email by the Manager. In the event of an emergency (as deemed by the Manager), Unit Owners or Unit Users shall give the Manager immediate access to a Unit.
- 5.6.2 Current Address:** Each Unit Owner shall keep the Association notified of the Unit Owner's current mailing address at all times.



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### 5.7 Signs, Flags, and Other Displays:

**5.7.1 Signs:** Unit Owners shall display no sign, nameplate, signal, advertisement or illumination at any window, door, balcony, terrace or wall of a Unit without the prior written consent of the Board. "For sale" signs may be displayed only on the date of an "open house" for the sale of a Unit.

**5.7.2 Flags:** Each Unit Owner may place and properly display one (1) appropriate flag (such as a U.S. or military flag, a university flag, or a holiday flag) or similar pennant on the outer wall, balcony, or terrace or screened-in porch of a Unit or outer wall of a Service Court, without the prior approval of the Board.

**5.7.3 Holiday Decorations:** Unit Owners may place and display appropriate holiday decorations on the outer wall, balcony or terrace of a Unit and the Service Court wall facing the Unit Owner's Unit without the prior approval of the Board. All Holiday decorations must be removed within thirty (30) days of the holiday such decorations were intended to celebrate.

**5.7.4 Bird Feeders:** Unit Owners may place neutral-colored metal or natural-colored wooden hanging bird feeders on the outer wall, balcony or terrace or back porch of a Unit, wall of a Service Court, or in the Common Elements in front of a window to their Units with the permission of the Board. The Board may delegate such approval authority to the Chair of the Board's Landscape Committee.

**5.7.4.1** The Unit Owner shall be responsible for keeping any ground under a bird feeder clean and free of bird feed and droppings.

**5.7.4.2** The Board can, at any time, require the removal of a bird feeder if the Board reasonably believes that the bird feeder attracts rodents or other vermin.

### 5.8 Refuse Disposal:

**5.8.1 Garbage:** Each Unit Owner and Unit User shall put out and dispose of all trash and garbage in covered containers stored within the Service Court for its Unit. All trash must be bagged before being placed in the container.

**5.8.2 Recyclables:** Each Unit Owner and Unit User shall dispose of recyclables (*i.e.*, newspapers, cans and bottles, *etc.*) in the recycling bins furnished to each Unit by the refuse disposal organization which services the

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Condominium and shall set out such bins as directed by such organization.

**5.9 Water:** If a Unit is to be unoccupied for more than two (2) days, the water to the Unit must be turned off to avoid leaks that could damage abutting Units. The Board reserves the right to instruct the Manager to turn off the water to an unattended Unit. Unit Owners that do not turn off their water may be liable for the cost of repairing water damage to other Units.

**5.10 Grills and Other Devices Used for Cooking and Heating:** The use of grills and other heating and cooking devices may be fire hazards. Consequently, Unit Owners and Unit Users are subject to the Florida Fire Prevention Code and any Board policies aimed at minimizing fire hazards.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 6: Association's Responsibilities

**6.1 Assessments and Liens:** The Association has the authority to issue liens against Unit Owners and Units for failure to pay the Association's assessments and routinely uses this authority. No Unit Owner may opt out of an assessment duly levied by the Board.

#### **6.2 Construction and Maintenance by the Association:**

**6.2.1** The Association shall be responsible for all construction and maintenance deemed necessary and/or desirable by the Board with respect to the Common Elements, Recreation Land and Limited Common Elements as set out in **Article 7**.

**6.2.2** All work or building contracted by the Association shall proceed in the order outlined in the vendor contract for such work. No unit shall be skipped or placed ahead of other Units to accommodate a specific Unit Owner's schedule.

Approved: May 15, 2018, effective June 1, 2018.

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### ARTICLE 7: Maintenance of the Buildings and Individual Units

The division of responsibility for maintenance of the Condominium between the Association and an individual Unit Owner is as follows:

- 7.1 Insect, Mold and Mildew Removal:** The Board shall arrange for the removal of insects (webs, cocoons, mud daubers, etc.), mold, and mildew from the exterior of each Unit on an annual basis at the Association's cost.
- 7.2 Siding Repair and Painting:** Siding repair and all exterior painting is the responsibility of the Association.
  - 7.2.1** It is the responsibility of the Unit Owner to report any rotted or damaged siding to the Manager immediately.
  - 7.2.2** The Board shall arrange for all siding to be pressure-washed annually at the Association's cost.
- 7.3 Roofs:**
  - 7.3.1** The maintenance of roofs are the Association's responsibility. Roofs are blown free of pine straw and leaves by the Board on an as-needed basis.
  - 7.3.2** It is the responsibility of the Unit Owner to report any roof or chimney leaks to the Manager immediately.
- 7.4 Gutters:**
  - 7.4.1** Installation and maintenance of gutters is the responsibility of the Association.
  - 7.4.2** Gutter guards may be installed by a Unit Owner at their expense.
- 7.5 Sidewalks:**
  - 7.5.1** The repair and maintenance of sidewalks and front walkways is the responsibility of the Association.
  - 7.5.2** The pressure washing of sidewalks and front walkways is the responsibility of the Association. This work is done at the Board's discretion.
- 7.6 Balconies:**
  - 7.6.1** Replacement of a balcony floor surface and sub-structure is the

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responsibility of the Association.

- 7.6.2** Materials for balcony flooring, other than the wood used by the Association, may be used with the approval of the Board. Unit Owners should be aware that subsequent repair and replacement of such non-conforming balcony flooring will be at the cost of the Unit Owner.
- 7.6.3** Keeping the floor on a balcony in clean and in orderly condition is the responsibility of the Unit Owner. Unit Owners may use sealants on the floor of a balcony, but all sealants must be clear in color or match exactly the color of the outer adjacent walls of the Unit.
- 7.6.4** Unit Owners shall not drop, throw sweep or otherwise expel any object from any window or balcony of a Unit into the water or onto the Common Elements, Limited Common Elements or Service Courts surrounding their Units.
- 7.6.5** Unit Owners shall not hang laundry, towels or clothing on or from balconies or terraces.
- 7.6.6** Unit Owners shall remove all movable objects from balconies or terraces in the event that the government authorities warn of inclement weather characterized by high winds.
- 7.7** **Open Decks:**
  - 7.7.1** Replacement of the deck surface and sub-structure is the responsibility of the Association.
  - 7.7.2** Materials for decking, other than the wood used by the Association, may be used with the approval of the Board. Unit Owners should be aware that subsequent repair and replacement of such non-conforming decking will be at the cost of the Unit Owner.
  - 7.7.3** Keeping the deck surface and steps in clean and orderly condition, including that of the screened-in areas, is the responsibility of the Unit Owner. Unit Owners may seal their decks, but wood sealants must be a natural color or match the color of the outer adjacent wall of the Unit with the exception of the risers on the deck steps, which must be painted to match the exterior of the unit. The edges of any steps may be painted a contrasting color for safety reasons with the approval of the Manager.
  - 7.7.4** Rotted deck boards, or a springiness underfoot which could indicate sub-structure problems, should be reported to the Manager.

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### **7.8 Porches (Lanais):**

- 7.8.1** Replacement of a porch surface, ceiling, and sub-structure is the responsibility of the Association.
- 7.8.2** Materials for decking, other than the wood used by the Association, may be used with the approval of the Board. Unit Owners should be aware that subsequent repair and replacement of such non-conforming decking will be at the cost of the Unit Owner. Porches floors may be painted by Unit Owners, but subsequent repair to the painting will be the responsibility of the Unit Owner.
- 7.8.3** Unit Owners are responsible for keeping porch ceilings and floors in a clean and orderly condition.
- 7.8.4** Maintenance of any ceiling fan that has been installed is the responsibility of the Unit Owner, as fans were not original to the Units.
- 7.8.5** Maintenance and replacement of screens is the responsibility of the Unit Owner. Any replacement must reasonably match the original screen as closely as possible.
- 7.8.6** Plastic or glass in lieu of screens, or installed behind the screens, is not allowed.
- 7.8.7** Porch curtains or blinds in neutral colors are permitted; colored blinds or curtains are not allowed. Such curtains and blinds are the responsibility of the Unit Owner and must be maintained in good repair.

### **7.9 Procedures for Replacement of Balconies, Decks and Porch Flooring:**

- 7.9.1** As noted in **Sections 7.6** (balconies), **7.7** (open decks) and **7.8** (porches/lanais), replacement of a balcony, open deck or porch floor surface and sub-structure is the responsibility of the Association. Materials for such flooring, other than the wood used by the Association, may be used with the approval of the majority vote of the Board. Unit Owners should be aware that subsequent repair and replacement of such non-conforming flooring will be at the cost of the Unit Owner.
- 7.9.2** The Association will provide an allowance to a Unit Owner for the replacement of flooring or for non-conforming (but approved) flooring (such as artificial wood decking) if the following procedures are followed:

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- 7.9.2.1** The Unit Owner notifies the Manager that one or more boards of its balcony, open deck or porch needs replacement.
- 7.9.2.2** The Association's contractor reviews the proposed work to determine a scope of work, finds that the replacement is needed to ensure the safety of users, and provides an estimated cost to replace the necessary boards, or entire floor, as the case may be.
- 7.9.2.3** The Board approves the Association contractor's proposed finding for the scope of work and budget.
- 7.9.2.4** The Unit Owner can either accept the scope of work and budget approved by the Board or opt to pay for upgraded work. The Association will provide the Unit Owner for an allowance equal to the approved budget for the contractor's scope of work to defray the costs of the upgraded work.
- 7.9.2.5** The allowance is only available to cover flooring and will only be available to Unit Owners that obtain approval for upgrading flooring prior to the initiation of any work.
- 7.9.2.6** The cost of any repairs to balcony, deck and balcony flooring for reasons beyond safety are not eligible for the allowance.
- 7.10 Railings:**
  - 7.10.1** Railings around lakeside lower decks or docks are not original to the design of a Unit. Therefore, their Board-approved installation, painting and maintenance are the responsibility of the Unit Owner.
    - 7.10.1.1** Units 55-71. Any railings on the lower rear decks of these Units are original to the design and are the responsibility of the Association. Unit Owners must keep them in clean and orderly condition.
  - 7.10.2** Board approval is required *prior* to installing a railing. Unit Owners must submit drawings and plans, and such railings must be consistent with existing designs.
  - 7.10.3** Railings around all second story decks are original to the design and are the responsibility of the Association.
  - 7.10.4** The Board reserves the right to stop any rail work begun without its prior approval and reserves the right to demand that the area be returned to its original appearance at the Unit Owner's cost.

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### **7.11 Windows and Doors:**

- 7.11.1** Replacement of the windows and sliding glass doors, and the cost of such replacement, is the responsibility of the Unit Owner. Approval of the Board is necessary before any replacement takes place.
- 7.11.2** Windows must reasonably match those original to the Units and may need to be custom ordered.
- 7.11.3** Sliding glass doors must reasonably match the original doors as closely as possible. The exterior cladding must be bronze in color; the interior cladding may be white or another color.
- 7.11.4** Interior window coverings must be white or neutral in color and are the responsibility of the Unit Owner.
- 7.11.5** Unit Owners may, at their own cost, replace front doors. Such replacements must be of solid or insulated wood construction and be identical to the existing doors that are original to the design of the Unit. The paint color must be consistent with the rest of the trim on that Unit. Replacement of a front door is subject to the prior approval of the Board.
- 7.11.6** Storm and screen doors at the front of a Unit must be bronze in color and be as similar as possible to those already in use within the Condominium. Their installation and maintenance is the responsibility of the Unit Owner. Prior approval of the Board is required for the installation of a new storm door or replacement of an existing storm door.
- 7.11.7** Unit Owners may place hurricane shutters on Units, provided that such shutters conform to specifications adopted by the Board.
- 7.11.8** The hurricane shutter specifications, as they may change from time to time, established by the St. Johns County Board of Commissioners are adopted by the Board.

### **7.12 Awnings:**

- 7.12.1** Maintenance and replacement of the awnings, both front and rear, is the responsibility of the Association.
- 7.12.2** Cleaning of an awning is the Unit Owner's responsibility. If a Unit Owner does not clean its awning(s) within thirty (30) days of receiving notice from the Manager of their need for cleaning, the Association reserves the right to have

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- the non-compliant awning cleaned and the cost billed to the Unit Owner.
- 7.13 Landscaping:**
- 7.13.1 All Property is a Common Element:** Unit Owners are reminded that the property outside their Units is a Common Element under the sole control of the Association. Therefore, **any** removal of landscaping (trees, shrubs and flowers) requires Board approval **prior** to any work being done.
- 7.13.1.1** The **only** exception to this rule is that the Board allows a Unit Owner to landscape the area between his or her Service Court and kitchen window without prior approval.
- 7.13.2 Board Landscaping Policy:** It is the policy of the Board to (1) preserve as much of our tree canopy and large shrubs as possible and (2) to use native plants or “Florida Friendly” landscaping as much as possible.
- 7.13.3** The Board may at its discretion deny any request for removal of a tree or shrub.
- 7.13.4** The Board reserves the right to delegate its authority under this Section 7.13 to its landscaping committee.
- 7.13.5** Once a tree, shrub or flower is planted on property deemed a Common Element, it becomes the property of the Association.
- 7.13.6 Tree or Shrub Removal Generally:**
- 7.13.6.1** If the Board deems a tree or shrub to be dead, dying, or a safety threat, the Board shall have the tree or shrub removed at the Association’s own cost.
- 7.13.6.2** A Unit Owner is not permitted to remove any tree or shrub without the Board’s approval, except pursuant to Section 7.13.1.1.
- 7.13.7 Unit Owner Requested Removal:** If a Unit Owner requests the removal of a tree or shrub (“Unit Owner Replacement”) that has not been deemed dead, dying or a safety threat, the Unit Owner will be allowed to remove tree or shrub only if the following requirements are met:
- 7.13.7.1** The Unit Owner must consult with the Board’s landscaping committee to determine the appropriate replacement for the tree or shrub.
- 7.13.7.2** The Unit Owner must file an Architectural Review Board (ARB) application



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- with the Board, which sets out in detail what tree or shrub would be torn out, and what it will be replaced with. The replacement must be acceptable to the Board's landscape committee. The application shall also acknowledge the costs of removal, extra irrigation and any remedial work shall be the responsibility of the Unit Owner applicant.
- 7.13.7.3** Depending upon the location of the tree or shrub to be replaced, the ARB application may need the approval of the Sawgrass Master Association. The Board shall make this determination in its sole discretion and shall submit the ARB application to the Sawgrass Master Association for review and approval.
- 7.13.7.4** If the ARB application for a Unit Owner Replacement is approved by the Board and the Sawgrass Master Association, as the case may be, the removal of the existing tree or shrub, as well as any irrigation costs (due to the installation of new landscaping) and remediation work to the Association's irrigation system or sod, shall be performed only by the Board's contractors and at the expense of the Unit Owner requesting the removal.
- 7.13.7.5** As part of the Unit Owner Replacement, the Unit Owner shall contract with its own landscaper to purchase the approved tree or shrub and for its proper planting.
- 7.13.7.6** The removal of debris from a Unit Owner Replacement project is the responsibility of the Unit Owner.
- 7.13.7.7** The Board reserves the right to require a Unit Owner to replace any tree, shrub, or flower removed without Board approval with a like plant of similar size at the Unit Owner's expense.
- 7.13.7.8** Small flowers and bushes may be replaced by a Unit Owner upon the approval of the Board's landscaping committee. No ARB application is required. The Unit Owner will be responsible for any remediation costs related to damage to Association's turf or damage to the Association's irrigation system due to the installation of such small flowers and bushes.
- 7.13.7.9** The Board reserves the right to stop any landscape work that is begun without its prior approval and reserves the right to require that the disturbed area be returned to its original appearance at the Unit Owner's cost.
- 7.13.8** The Board may institute an enforcement action against a Unit Owner violating Section 7.13 pursuant to Chapter 12 of these Rules.

# Fishermans Cove

## RULES AND REGULATIONS

- 7.13.9** The Association will engage in maintenance of all property considered a Common Element and may require Unit Owners to remove any plants, decorative items, furniture or personal property if, in the Board's judgement, such items create a nuisance, endangers any person or property, or render the area impossible to adequately maintain.
- 7.13.10** Unit Owners are not allowed to place any loose pots, pavers, stone walls, furniture, decorative items or personal property (except flags and bird feeders in accordance with these Rules) on any Common Element or Recreation Land.
- 7.14 Pest Control:**
- 7.14.1** Pest control, other than termite control, within a Unit Owner's Unit is the responsibility of the Unit Owner. Termite control, internal and external to a Unit is the responsibility of the Association. All other exterior pest control is the responsibility of the Association.
- 7.14.2** The Board reserves the right to require Unit Owners to provide access to their Units for termite inspection, on an as-needed basis, by the Association's pest control contractor. Such inspection will be done at the Association's costs.
- 7.14.3** The Association maintains an exterior termite bond and maintenance of the exterior termite system is paid for by the Association.
- 7.14.4** Depending on the season, rats can be a problem at Units located on the water. Their control within a Unit is the responsibility of the Unit Owner. Repair of a Unit at the point where the rats entered is the responsibility of the Association, except that if the point of entry is through a screen. Rat damage inside a Unit beyond the point of entry is the responsibility of the Unit Owner, except as noted in **Section 7.14.5**.
- 7.14.5** Structural damage to an Association building, which is not part of a Unit, due to pests, is the responsibility of the Association.
- 7.15 Exterior Lighting:**
- 7.15.1** The light bulb in the fixture at the front door of each Unit is the responsibility of the Unit Owner. The fixtures themselves and lighting in the Common Areas are the responsibility of Association.

# Fishermans Cove

## RULES AND REGULATIONS

- 7.15.2** Any changes to the exterior lighting of a Unit requires the prior approval of the Board. The cost of such changes will be the responsibility of the Unit Owner.

Approved: May 15, 2018, effective June 1, 2018, as amended December 17, 2019, effective January 1, 2020.

### ARTICLE 8: Alterations to Units and Service Courts

- 8.1 Authorization Needed:** No Unit Owner shall make any alteration of or improvement to a Unit or Service Court, which would result in the removal, replacement, or otherwise affect any load bearing wall or partition, without the prior approval of the Board. Detailed drawings/plans will be required for authorization and the authorization process itself will be determined by the Board.
- 8.2 Unit Alterations:** All changes to a Unit, except cosmetic changes, such as painting, new cupboards, countertops or flooring, etc., and any items that are a Unit Owner's responsibility with respect to the exterior of the Unit, require Board approval prior to the start of any construction or demolition. The Board reserves the right to require detailed drawings/plans for authorization.
- 8.3 Service Court Walls and Roofs:** Interior walls (dry wall or plywood) and roofs are not original to the design of Service Courts. Unit Owners may install interior walls and roofs, at their own cost and will be responsible for their maintenance. Installation or replacement of a Service Court roof requires the prior approval of the Board. Design drawings may be required.
- 8.4 Stop Work:** The Association reserves the right to stop any work affecting the exterior of a Unit, a load-bearing wall or partition within a Unit, or the exterior of Service Court that is begun without its prior approval.
- 8.4.1** The Association reserves the right to (i) require that the area be returned to its original appearance at the Unit Owner's expense and (ii) that the Unit Owner remove all unapproved work at the Unit Owner's expense. The Association also reserves the right to perform any corrective actions necessary with respect to unapproved work and bill the Unit Owner for the cost.
- 8.4.2** The Board reserves the right to also levy a fine pursuant to **Section 12.5** against the Unit Owner for any unauthorized alteration to the exterior of a Unit

# Fishermans Cove

## RULES AND REGULATIONS

or Service Court to the extent authorized by the Governing Documents and Florida law.

### **8.5 Construction Dumpsters and Materials:**

**8.5.1** Unit Owners seeking to use a construction dumpster for interior remodeling must seek prior approval from the Manager and must obtain a dumpster permit from the Manager.

**8.5.2** The proposed location of the Dumpster must be approved by the Manager. Once the Manager approves the location, the Manager shall issue a dumpster permit to the Unit Owner, which shall be displayed in the Unit Owner's window visible from the street at all times.

**8.5.3** A dumpster permit allows a Unit Owner to keep a dumpster within the Condominium for a period of fourteen (14) days, provided the Unit Owner is in compliance with all requirements relating to dumpsters established by Florida law and the Board.

**8.5.4** Extensions of a dumpster permit must be approved by the Manager.

**8.5.5** Dumpsters must be placed on  $\frac{3}{4}$  inch plywood of sufficient size to prevent the dumpster wheels from contact with the road or parking space in order to avoid damage to any Condominium roads, parking spaces or sidewalks. If damage to the Association's roads, parking spaces or sidewalks occur, the Unit Owner shall be responsible for the cost of all repairs.

**8.5.6** Dumpsters must be emptied when full or bi-weekly, whichever is sooner.

**8.6 Construction Materials and Debris:** Construction materials and debris left on the ground, or in a parking area, without the permission of the Board, shall be subject to removal at the responsible Unit Owner's cost. Such Unit Owner may also be subject to a penalty or fine as set out in **Section 12.5**.

**8.7 Portable Toilets:** The placement of portable toilets requires a permit from the Manager. Construction workers, including those working for the Association, are not allowed to use the restrooms at the pool.

**8.8 Storage Containers:** The placement of storage containers requires the prior approval of the Manager and shall be subject to the same permit requirements as for dumpsters.

# Fishermans Cove

## RULES AND REGULATIONS

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 9: Renting and Leasing

- 9.1** The Governing Documents grant Unit Owners the right to lease or rent their Units, *“provided that such lease or rental agreement shall provide for use by the lessee and family, servants and guests only and each and every such lease or rental agreement shall be for a term of not less than two weeks duration.”*<sup>1</sup>
- 9.2** All Unit Owners shall provide the Manager with a fully-completed Notice of Lease/Rental at least three (3) business days prior to the arrival of a Unit User.
- 9.3** Unit Owners shall provide, at all times, the current name and contact information, including emergency contact information, of any third-party agent responsible for renting a Unit on behalf of a Unit Owner.
- 9.4** Unit Owners shall ensure that their Unit Users, social guests, and agents are aware of these Rules and comply with them. Unit Owners are required to certify to the Association in the Notice of Lease/Rental that they have provided Unit Users with copies of the Rules.
- 9.5** Unit Owners shall not, in their absence, permit minors to occupy a Unit unless a responsible adult is also present in the Unit.
- 9.6** Unit Owners are responsible for all damage created by Unit Users and any social guests, and for any costs of remediation to the Association.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 10: Parking

<sup>1</sup> As stated in Section XVI.D of the applicable Declarations of Condominium.

# Fishermans Cove

## RULES AND REGULATIONS

- 10.1 Prohibited Vehicles:** The Association does not allow the parking or storage of any vehicle, other than registered and operable passenger automobiles and golf carts registered with the Sawgrass Homeowners Association within the Condominium. Prohibited vehicles include (but are not limited to):
- 10.1.1** Vehicles other than registered and operable passenger automobiles and golf carts.
  - 10.1.2** Boats, trailers, recreational vehicles, motorcycles, pickup trucks and campers.
  - 10.1.3** Vehicles displaying commercial signage, except vehicles owned by vendors or service providers delivering products or services to a Unit Owner or to the Association.
  - 10.1.4** Exceptions to this prohibition require the written consent of the Board and each written consent shall include the dates on which the permission terminates.
  - 10.1.5** Parked vehicles shall not impede ingress or egress from other parking spaces, sidewalks, or from roads or buildings entryways.
- 10.2 Unattended Vehicles:** Any vehicle left unattended within the Condominium for a period in excess of fourteen (14) days may be deemed abandoned and subject to removal, unless the Unit Owner has provided notice to the Manager of the Unit Owner's absence from the Condominium. If the Board finds, after notice and an opportunity for a hearing pursuant to **Section 12.5**, that any vehicle has remained unattended and unoperated for such period, the Board reserves the right to order the removal of such vehicle and, if the Unit Owner fails to comply with such order within the time specified, remove such vehicle from the Condominium. In all events, the Board shall recover the reasonable expenses of such removal from the Unit Owner responsible for the vehicle.
- 10.2.1** The Board will assess a Unit Owner for any costs associated with the removal of a vehicle owned, rented or being otherwise used by its lessee or renter.
- 10.3 Golf Carts:** Golf carts may be parked in the Association's parking lots, and on Limited Common Areas. Golf carts shall not be parked on any grass within the Common Areas.

# Fishermans Cove

## RULES AND REGULATIONS

**10.4** Unit Owners shall not, except in the event of emergency, repair their vehicles within the Condominium.

**10.5** All vehicles located within the Condominium shall be kept in good repair, free of oil leaks that could damage the Condominium's parking lots, and maintained in good appearance.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 11: Swimming Pool Rules

**11.1** The rules governing the use of the swimming pool and appurtenant recreational area shall be posted at the pool and on the Association's website. Unit Owners, Unit Users, their immediate families and social guests must abide by the pool rules, as they may be modified from time to time.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 12: Enforcement

**12.1** **Violations:** The Board reserves the right to levy fines and suspensions against a Unit Owner for a violation by a Unit Owner, Unit User or guest of the Governing Documents, these Rules, and Florida law, as each may be amended from time to time.

**12.2** **Suspensions:** The Board may suspend, for a reasonable period of time, the right of a Unit Owner, Unit User or guest to use the Common Elements or any other Association property (but not the Limited Common Elements associated with the particular Unit of the Unit Owner in question).

**12.3** **Fines:** A fine may be levied by the Board on the basis of each day of a continuing violation, after notice and opportunity for ratification by the Violations Committee.

**12.3.1** A fine shall not exceed \$100 per violation, or \$1,000 in the aggregate. However, failure of a Unit Owner to correct a violation and pay a fine after ratification of the fine by the Violations Committee as set out in **Section 12.5**

## RULES AND REGULATIONS

may result in the initiation of a subsequent, new violations process and a new fine.

- 12.3.2** A fine shall not become a lien against a Unit. However, failure to pay a fine by a Unit Owner may result in the Association taking legal action against the Unit Owner for collection.
- 12.4** **Violations Committee:** The Board shall establish a Violations Committee in accordance with Section 718.303(3) of the Florida Condominium Act.
- 12.4.1** Members of the Violations Committee shall be appointed by the Board and shall contain not less than three (3), nor more than five (5), Unit Owners. The Board may, in its discretion, appoint a standing Violations Committee. Appointees shall serve for the term of two (2) years and may be reappointed by the Board for no more than three (3) terms.
- 12.4.2** The Violations Committee shall be comprised of Unit Owners, who are neither Board members nor persons residing in a Board member's household. Violations Committee Members shall not reside in the same household as a Unit Owner, Unit User or guest subject to review by the Violations Committee.
- 12.5** **Procedures for Levying a Fine:** The procedure for levying a fine authorized under Section 718.303(3) of the Florida Condominium Act is as follows:
- 12.5.1** **Courtesy Notice:** If the Board is given notice that a Unit Owner, Unit User or guest may be in violation of the Governing Documents, these Rules, or Florida law (the latter violation which could put the Association or Condominium in any kind of physical or legal jeopardy), it shall instruct the Manager to prepare and send a Courtesy Notice to the Unit Owner, containing a (x) description of the violation, (y) the authority of the Governing Documents or Rules to cite the problem as a violation, and (z) a deadline for correction. Photographs of the violation shall be provided with the Courtesy Notice when reasonably feasible.
- 12.5.1.1** The Board shall establish a reasonable deadline for correction of the violation in each Courtesy Notice.
- 12.5.2** **Final Notice to Comply:** If the violation has not been corrected within the required time set out in the Courtesy Notice, at the Board's direction, the Manager shall send the Unit Owner in writing via a certified letter (postage charged to the Unit Owner notice that the violation still exists. The Final



## RULES AND REGULATIONS

Notice to Comply shall give the Unit Owner five (5) days to correct the violation from its date of receipt.

- 12.5.2.1** The Final Notice to Comply shall contain all of the information set out in the Courtesy Notice and shall state that a fine will be levied if the violation is not corrected by the deadline.
- 12.5.2.2** The Final Notice shall state amount of the fine, as determined by the Board, and a warning that other expenses for non-compliance, such as the Association's cost to correct the violation, may apply.
- 12.5.3** **Notice of Fine:** If the violation is not corrected by the deadline set in the Final Notice to Comply, the Board shall direct the Manager to send the Unit Owner a Notice of Fine stating the Board's intent to recommend that the Violations Committee ratify the fine set out in the Final Notice to Comply.
  - 12.5.3.1** The Notice of Fine shall provide at least fourteen (14) days written notice and an opportunity for a hearing to the Unit Owner of the proposed fine. The Notice of Fine may state that the Violations Committee may schedule an alternative time convenient for the Unit Owner.
- 12.5.4** **Failure to Respond or Request a Hearing:** If the Unit Owner does not respond to the Notice of Fine or does not request a hearing before the Violations Committee, the fine shall be automatically applied to the Unit Owner's account.
- 12.5.5** **The Violations Committee Hearing:** If the Unit Owner responds and requests a hearing within fourteen (14) days of receipt of the Notice of Fine, the Violations Committee shall schedule a hearing.
  - 12.5.5.1** In the hearing, the Manager shall present the Board's views regarding the violation and proposed penalty. The Unit Owner will be given an opportunity to respond to the Manager's presentation. Members of the Violations Committee shall have an opportunity, after both presentations, to question the Manager and Unit Owner.
  - 12.5.5.2** After all parties have fully presented their views, the Manager and Unit Owner shall be excused from the proceeding to allow the Violations Committee to make a decision. Once the decision is made, the Violations Committee shall immediately notify the Manager, who will in turn notify the Unit Owner.
- 12.5.6** Proceedings of the Violations Committee can take place via telephone

## RULES AND REGULATIONS

conferencing, if available, at the Unit Owner's request.

- 12.5.7** The Violations Committee shall either ratify or reject the fine levied by the Board. If the Violations Committee does not ratify a fine levied by the Board after a hearing, the fine may not be imposed.
- 12.5.8** Fines and fees owed by Unit Owners due to delinquencies in any payment to the Association are not subject to review by the Violations Committee.
- 12.6 Delinquencies:**
- 12.6.1** If a Unit Owner is more than ninety (90) days delinquent in paying a fee, fine or other monetary obligation (including, but not limited to, reimbursements to repair Common Facilities or Limited Common Facilities for damage caused by a Unit Owner, Unit User or Guest) to the Association, the Board may suspend the right of the Unit Owner or Unit User to use the Common Facilities, but not Limited Common Areas associated with the Unit Owner's Unit. Suspension under this **Section 12.6** is not subject to notice and a hearing by the Violations Committee. The Association also reserves the right to take legal action against the Unit Owner.
- 12.6.2** The Board may also suspend the voting rights of a Unit Owner due to non-payment of any fee, fine or other monetary obligation due the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit which has been suspended shall be subtracted from the total number of voting interests in the Association.
- 12.7 Approval of Suspensions:** All suspensions must be approved at a properly noticed Board meeting and, upon approval, the Board must notify the Unit Owner and any Unit User by mail or hand delivery. If the suspension is issued against a Unit User, the Board shall also provide notice to the Unit Owner as well.
- 12.8 Applicability of Suspensions to Multiple Units:** The suspensions levied by the Board apply to a Unit Owner and, when appropriate, a Unit User and guest, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by a member.

Approved: May 15, 2018, effective June 1, 2018.

## RULES AND REGULATIONS

### ARTICLE 13: Monthly Assessment Process and Late Payments

- 13.1 Monthly Assessments:** Assessments are due by the 30th of each month. Any assessment not paid by the due date shall bear interest from the due date at the highest rate of interest permitted by the Declaration (.833% per month = 10%) and late fee of \$25 per month.
- 13.1.1** Interest shall be added to the Unit Owner's account at the end of each month.
- 13.2 Past Due Accounts:** If a Unit Owner's monthly account balance is past due, the following actions will be taken:
- 13.2.1 After the 30<sup>th</sup> of Each Month:** Past due statements will be mailed. Late fee and interest from the past due date will be added to the account.
- 13.2.2 60 Days Past Due:** An intent to lien letter shall be sent via certified return receipt requested mail AND regular mail to each past due owner at their current mailing address AND to the property address if it is not the current mailing address, if payment is not received after thirty (30) days of past due notice. Per compliance with the Florida Statutes 718 (the Condominium Act), this letter shall serve as notification that the Association intends to file a Claim of Lien against the Unit Owner's property if the account balance is not fully paid within thirty (30) days of receiving this notice. Additional interest shall be added to the account.
- 13.2.3 90 Days Past Due:** Thirty (30) days after the intent to lien letter is mailed, a lien charge of \$125 shall be added to Unit Owner's account. A lien shall be processed on this account. Lien recording generally takes between for (4) to six (6) weeks. A lien charge of \$125 shall be levied for Attorney and Manager document processing.
- 13.2.3.1** A lien will be updated annually, as required by Florida law, to maintain its effectiveness.
- 13.2.4 120 Days Past Due:** A letter from an attorney (a charge of \$150 will be added to the Unit Owner's account) shall be sent by certified mail notifying the Unit Owner that the Association has placed a lien on the property and that the Association intends to file a lawsuit for a personal judgment of liability and/or foreclosure of the lien against the Unit.
- 13.2.5 150 Days Past Due:** The Board will consider proceeding with an action to obtain a personal money judgment. If the Board approves an action for a personal money judgment and /or an action to foreclose on a lien, a fee of

# Fishermans Cove

## RULES AND REGULATIONS

\$250.00 will be added to the delinquent account plus any attorney fees and costs incurred prior to and after the Board's consideration of the delinquency. This fee of \$250.00 will be in addition to all late fees and allowable interest previously billed and to be billed to the Unit Owner. All attorney fees and expenses incurred with respect to an action for a personal money judgment or the foreclosure of a lien will be billed to the delinquent Unit Owner as incurred.

Approved: May 15, 2018, effective June 1, 2018.

### ARTICLE 14: Effective Date, Amendments and Miscellaneous Provisions

- 14.1 Effective Date:** These Rules, as currently written, are effective upon the date established by the Board and supersede all rules and regulations heretofore promulgated.
- 14.2 No Waiver:** In accordance with Section XVII.C of the Declarations of Condominium, the failure of the Association or any Unit Owner to enforce any provision of the Governing Documents, these Rules or applicable law, shall not constitute a waiver of the right to do so.
- 14.3 Amendments:** The Board reserves the right to amend these Rules and its policies from time to time. Such amendments shall be effective no sooner than fourteen (14) days after the date that a copy of any amendment is placed in the U.S. mail to each Unit Owner of record established by the Manager and placed on the Association's webpage. The effective date of any amendment shall not be delayed by the failure of any Unit Owner to notify and provide the Manager of his/her mailing address.
- 14.4 Sunset:** All Rules will show an effective date. Each Rule will terminate every five years from its effective date, beginning June 1, 2018, unless reviewed and ratified or reissued by the Board, at least sixty (60) days prior to termination, regardless of the date a particular Rule was last amended.
- 14.5 Board Interpretation:** Interpretation of these Rules, future decisions, and any future policies established by the Board shall be subject to the reasonable discretion of the Board.
- 14.6 Publication:** A current copy of these Rules shall be located on the

# Fishermans Cove

## RULES AND REGULATIONS

Association's website at all times, and shall be visible to the public.

- 14.7 Invalidity:** If any provision of these Rules is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and these Rules shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of these Rules. The remaining provisions of these Rules shall remain in full force and effect and shall not be affected by an illegal, invalid or unenforceable provision or its severance from these Rule.
- 14.8 Public Availability:** The Board ensure that the Manager has a copy of all of the Association's public records, as that term is defined by Florida law, at all times. Unit Owners will have the right to access such records in accordance with Florida law.

Approved: May 15, 2018, effective June 1, 2018.

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## RULES AND REGULATIONS

### NOTICE OF LEASE/RENTAL AGREEMENT

#### Fishermans Cove

240 Canal Blvd.  
Ste. 2  
Ponte Vedra Beach, FL 32082  
Tele: 904 273-9832

#### NOTICE OF LEASE/RENTAL AGREEMENT

Unit #: \_\_\_\_\_

Lessee/Renter Name: \_\_\_\_\_

This unit will be occupied by: # of adults \_\_\_\_\_ # of minors \_\_\_\_\_

Number and Type of Pets: \_\_\_\_\_

Move-in Date: \_\_\_\_\_

Move-Out Date: \_\_\_\_\_

Contact Information for the Lessee/Renter home address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Lessee/Renter Telephone: (home) \_\_\_\_\_  
 (mobile) \_\_\_\_\_

Lessee/Renter Automobile: Make \_\_\_\_\_ Lic. Tag # \_\_\_\_\_

*I hereby certify to the Fishermans Cove Condominium Association, Inc., that I have provided the lessor/renters identified on this notice with access to a current, full copy of the Association's Rules and Regulations.*

Signature of Unit Owner: \_\_\_\_\_

This notice must be submitted via one of the following methods at least 3 business days prior to the start of the lease or rental agreement.

**By Mail:**  
Property Manager  
Fishermans Cove Condominium Association  
c/o May Management  
240 Canal Blvd, Ste 2  
Ponte Vedra Beach, FL 32028

**By Email:**  
customerservice@mayresort.com

**By Fax:**  
Fishermans Cove Property Manager  
904-271-4851

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**For Association Use Only**

Notice received: \_\_\_\_\_ By \_\_\_\_\_