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**RULES AND REGULATIONS**

**OF**

**SOUTH PASSAGE ASSOCIATION**

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Approved Revision 2014  
*To be issued to and retained by all owners  
(Includes changes to the documents  
approved in February 2012)*

***(This document is only a summary of the Rules and Regulations governing South Passage - Owners should also review the Association Declaration, Articles of Incorporation and Bylaws for more detailed information.)***

## South Passage Living

It is essential in Condominium living that each owner be respectful of the privacy of his neighbors, and regulate the occupancy and use of his condominium, so as not to disturb other owners and residents.

Certain general Rules and Regulations are, therefore, necessary to provide guidelines for all owners. The following Rules and Regulations have been adopted by your Board of Directors and the Board is responsible for the enforcement of the rules. The management company and resident caretaker have been engaged to assist in the enforcement of them.

All complaints or suggestions from owners pertaining to these Rules and Regulations or the management of the operation of South Passage should be directed, preferably in writing, to the Board of Directors.

It is suggested that each owner review a copy of the South Passage Association Documents, including the Declaration, Articles of Incorporation, and the By-Laws. Owners may purchase a complete reprint of the Declaration of Condominium of South Passage and By-laws, through the website Welcome Link at the following site:  
[www.fsresidential.com](http://www.fsresidential.com)

Since 2008, South Passage has been a sanctioned member of Audubon International's Sustainable Communities Program.

### **WE ARE A CERTIFIED AUDUBON PROPERTY AND A GREEN NEIGHBORHOOD.**

In order to maintain this focus and preserve what we have, it is crucial that South Passage owners and renters follow the rules in this directory including the following:

- DO NOT DISPOSE OF PET WASTE in the Indian River Lagoon.
- DO NOT THROW WASTE WATER from mopping floors into the storm drains
- DO NOT WASH PAINT BRUSHES OUTDOORS. A deep sink has been installed in the bathroom in the recycling area across from Bldg 9 for this purpose.
- DO NOT DUMP CONSTRUCTION DUST AND WASTE ON SITE.
- DO NOT DUMP HAZARDOUS WASTE MATERIAL INTO RECYCLING BINS (call the Solid Waste Disposal District at 772-770-5112 for landfill directions)

## Rules and Regulations (Summary)

### A. Manager

The resident caretaker is responsible for the maintenance of all common elements and limited-use elements as described in Section V, Paragraph H and in Section VI of the Declaration of Condominium for South Passage. These include garages, docks, clubhouse, pool lighting, and grounds. The magnitude of this job precludes any activity inside Condominium units, except for routine surveillance during extended absences of owners, or in the case of real emergencies, such as water system leaks, fires, electrical problems, etc. Upon request, he may also start air conditioners, refrigerators, turn on water, etc. before the arrival of owners after extended absences. Requests of this nature should be confined to the hours of 7 am to 4 pm, Monday through Friday. No Condominium unit owner or resident shall direct, supervise, or in any manner, attempt to assert any control over any employee of the Association, nor shall any owner attempt to send any such employee upon private business of the owner or resident. The caretaker may, of his own volition and on his own time, perform personal services. The resident caretaker is not on duty weekends or legal holidays.

### B. House Regulations

1. **Occupancy:** No occupant may make or permit to be made any disturbing noises in the building or on Condominium property. No occupant may play or suffer to be played any instrument, TV or electronic device in an apartment especially between the hours of 11 p.m. and the following 8 a.m., if same shall in any manner disturb or annoy other occupants of the Condominium.
2. **Key:** The caretaker shall have, at all times, a passkey to each Condominium unit, including keys for special locks, garage doors, and hurricane shutters.
3. **Floors:** All lower floors of second floor apartments shall be and remain carpeted, unless special permission is received to install tile, laminate or wood floors with proper sound absorption materials in compliance with the condominium documents and approved by the Board.
4. **Garbage and Trash:** Garbage and trash shall be deposited solely in the receptacles supplied by the Association in properly tied plastic bags or in appropriate recycling bins, per condo documents.
5. **Storage in Carports:** No items of personal property, with the exception of bicycles, cars, handicap vehicles and minibikes shall be stored in the assigned carport spaces. Non-motorized boats (canoes & kayaks) should be stored in other assigned areas. Other items shall be stored in the enclosed storage closet provided for such purpose.

6. **Parking:** Park facing in. Do not back into either assigned or unassigned spaces. No trucks, pick-up trucks, open bed vehicles, motorized boats, campers, trailers, or motor homes shall be parked on the premises, except to be loaded or unloaded. Vans must be of such size as to fit into assigned carports and must be kept there when on the premises. Each apartment owner/renter shall have the exclusive right to use one covered parking space, having the same number as the apartment he owns/rents and together with other apartment owner/renter shall have the right to use an unassigned parking space. **For a more detailed explanation, see page 27, section 12.4 of your revised declaration.**
7. **Motorcycles, Minibikes and Golf Carts:** No motorcycles, minibikes, all terrain vehicles, or other motorized vehicles or golf carts are to be driven on Association grounds.
8. **Car Speed:** Vehicle speed shall be limited to 15 miles per hour on Association grounds.
9. **Services:** When ordering services, the caretaker must be notified, in advance, that contractors will be working in your unit and are approved to remain inside (Monday – Friday; 8-5 P.M.) without supervision or responsibility of the Association.
10. **Maintenance:** The maintenance and repair of all facilities, equipment, and appliances within each apartment (including the exterior unit serving the air conditioner) are the personal responsibility of the owner and are his personal expense. Each owner is also responsible for damage to other apartments caused by malfunction or neglect of the equipment and appliances in his apartment.

In view of the above responsibilities, when leaving the apartment unattended for seven (7) days or more, owners and lessees **must** close the main water intake shut-off valve to the unit, generally located in the utility room. This will prevent extensive water damage to the unit in the event a leak develops during your absence. Also, turning off the water heater at the circuit breaker panel at that time will conserve energy and prevent damage to the water heater.

Owners are reminded to review Section 19.3 of the Declaration of Condominium entitled "*Negligence: Damage; Damage Caused by Condition in Unit*" with respect to failing to adhere to, but not limited to, this paragraph 10.

11. **Pets:** No animals or pets of any kind shall be kept in any apartment or on any property of the Condominium, except with the written consent of the Board of Directors of the Association. Permission of the Board must be received before bringing a pet onto South Passage property. All authorized pets shall not exceed a weight of 35 lbs, with a total of one (1) pet permitted per unit.

Any pet causing or creating a nuisance or unreasonable disturbance shall be removed from Condominium property within three (3) days after written notice

from said Board. When out of doors, pets must be attended and on a leash. Owners or residents must clean up after their pets.

### C. Interior / Exterior of Buildings

1. **Appearance:** Laundry, bathing suits, mops, boating equipment and clothing are not to be hung in view from stair rails, balconies, porches, or window ledges.
2. **Alterations:**
  - a) Any owner desiring to make a change of whatever nature to an apartment including windows, doors and shutters must submit proposed changes, in detail, with drawings or sketches, to the Board of Directors for their consideration and approval. The same procedure must be followed for contemplated structural changes to internal walls or partitions.
  - b) The Board of Directors request that unit owners refrain from having noisy construction during the months of February and March each year in order to provide an enjoyable vacation experience for unit owners and renters.
  - c) Tile is prohibited on second floor patio decks.
3. **Antennae and Wiring:** No radio or television antenna or antennae, masts, or poles shall be erected on any building at South Passage. Satellite tv dishes are not allowed on common area or limited common areas except for rear-facing patios/decks.
4. **Plantings:** With the exception of the patio areas, plantings and/or landscaping by owners or residents, requires the approval, in writing, of the Board of Directors or the Landscape Committee. Plants, shrubs, and trees planted by owners without permission will be removed. Citrus trees and fruit bearing trees are also not allowed due to disease and pest control problems. Owners may not place pots with houseplants outside on community property because many take root and are invasive.
5. **Windows & Doors:**

Normal maintenance, repair, and replacement by the Association at the expense of the Association as an item of common expense will include only fixed windows and front entry doors. All others are the responsibility of the unit owner.
6. **Wildlife:**  
**DO NOT FEED THE WILDLIFE.**

#### **D. Recreation Area**

Arrangements for the use by the unit owner of the recreation area for private entertainment must be made, in advance, through the Director in charge of Clubhouse and Recreational Facilities. The user is responsible for properly cleaning the area, for turning off the lights, fans and air conditioning and for locking the doors. The unit owner shall be responsible for any damage to furnishings and premises, including necessary cleaning charges.

The clubhouse may be used by organizations with board approval, only if a unit owner is a member of the organization, offers the invitation, and is in attendance at the meeting or function in the clubhouse. Although a use fee is not required, a gratuity for the manager would be appropriate if extensive set-up or take-down is required of the manager, particularly if it involves his personal time. Any cleaning after such use is the responsibility of the unit owner.

Association property shall not be removed from the premises without prior permission from the Director in charge of Clubhouse and Recreational Facilities.

Donated furnishing items are not allowed without permission from the Director in charge of Clubhouse and Recreational Facilities.

#### **E. Resident Guests**

In the event that an owner is **absent** and wishes a guest to use his apartment, the owner shall give to the resident manager, in writing, the name(s) of his/her guest(s), the length of stay, and the time of their arrival and departure. Owners are responsible for advising their guests of the Rules and Regulations of South Passage and for their adherence thereto. Any violation of the rules by guests shall be the responsibility of the owner. Owner shall provide keys for guests, as well as a copy of these Rules and Regulations.

#### **F. Swimming Pool**

1. Please observe rules posted at pool.
2. Pool hours are from 7 A.M. to 9 P.M. when pool is uncovered.
3. Members and guests use pool at own risk.
4. The pool may be used by unit owners, residents, and their invited guests, provided the unit owner or resident is present and responsible. "Resident" includes resident guests and tenants or lessees.
5. No excessive noise from electronic devices is permitted in the pool area.
6. Children under 12 years of age are not permitted in the pool area without

adult supervision.

7. To comply with insurance regulations and to avoid accidents, users of the pool and patio area shall not participate in games involving ball playing or running. Boisterous behavior in the pool or other areas is prohibited. No floats may be left in the pool area.
8. All persons must shower and remove sand, tar, and suntan oil or lotion before entering the pool.
9. Cell phone use is prohibited in the pool area.

#### **G. Leasing and Sales**

1. The Board of Directors is fully responsible for approval or disapproval of any and all sales or leases by current owners. Following a mandatory interview with two directors, it becomes the owner's responsibility to furnish the Board of Directors full information relative to a pending sale, prior to closing of any agreements. The Board of Directors must answer owners within 30 days. The president may sign off on a rental application, the approval of which will be ratified at the following board meeting.
2. **Minimum Leasing Period:** After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, providing that occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient families may be accommodated. All leases must be a minimum of sixty (60) days and a maximum term of 12 months. No leasing shall be made more often than twice in any calendar year. For purposes of calculation, a lease shall be considered as made on the first day of the term.
3. **Limited Common Property:** Limited common property, covered parking facilities, and boat docks shall be deemed appurtenances to each Condominium unit, to which it is assigned, and such covered parking facilities and boat docks may not, thereafter, be separately conveyed, hypothecated, leased, encumbered, or otherwise dealt with.

#### **H. Storm Protection**

When leaving an apartment unattended during the hurricane season (June 1 through November 30), all free standing objects on porches and balconies, such as chairs, tables, potted plants, etc., must be moved into the Condominium or storage rooms, and all other requirements of the Hurricane Preparedness Plan shall be followed at the time of departure.

1. All South Passage unit owners will install and/or maintain necessary

coverings to protect their unit window and door openings from hurricane related damage by:

- a. **Installing new Class A (Hurricane Impact) protection**– All glazed openings (windows, skylights, sliding glass doors, doors with windows, etc) less than 60 feet above grade must be protected with impact resistant coverings (e.g. shutters), impact resistant doors, and/or impact resistant glazing that meet the requirements of one of:

**SSTD12; ASTM E 1886 and ASTM E 1996 (Missile Level C – 9 lb);**

**Miami-Dade PA 201, 202, and 203; or Florida Building Code TAS 201, 202 and 203.**

and/or

- b. **Certifying existing protection to Class B (Basic Impact) or better** - All exterior wall and roof openings in buildings (doors, windows, skylights and vents, other than roof ridge, gable, soffit and plumbing vents) must be fully protected with impact resistant coverings (e.g. shutters), impact resistant doors, and/or impact resistant glazing that meet the requirements of ASTM 1886 and ASTM E 1996 (Missile Level B – 4.5 lb).

## 2. Deployment

- a. Must be deployed on any unoccupied units no sooner than March 1<sup>st</sup> and no later than June 1<sup>st</sup>.
- b. Must be deployed on all occupied units once a Hurricane watch is issued for our area and remain deployed until the watch is discontinued and the danger has passed
- c. The unit owner is responsible for deployment.
- d. If of the removable or retractable type, must be removed or retracted no later than December 15<sup>th</sup>.

3. Acceptable colors and types are bronze accordion or clear protective panels (i.e certified Lucite). Frames, if used, must be bronze in color

4. The Board may change these requirements at any time.

## I. Signs

No signs, advertising, or notices of any kind or type whatsoever; including, but not limited to, "for rent," "for sale," or "open house" signs shall be permitted or displayed.

## J. Mail

During their absence, owners must arrange to have their mail forwarded by or held at the post office, since South Passage Association cannot be responsible

for holding or forwarding mail, except in unusual circumstances or for very short periods. South Passage Association suggests you have a neighbor collect your mail, if you will be absent for a short time.

**K. Yard Sales**

No yard sales, garage sales, or any activities of this type are permitted on South Passage property.

**L. Fireworks Are Prohibited**

No fireworks or any similar devices which contain explosive or flammable compounds may be set off anywhere on the premises of South Passage Association or the buildings, decks, docks, seawalls or grounds thereof.

## **South Passage Boat and Dock Regulations**

**1. Boat Width**

The limitation on the beam of any boat secured to any dock in South Passage is determined by the distance from the dockside to which the boat is docked and the adjacent dockside. The boat, when docked, shall take up no more than half (1/2) the distance to the adjacent dock, less one foot.

**2. Boat Length**

The maximum length of any boat docked overnight at any dock in South Passage for any length of time is 41 feet overall, not including bow pulpit or swim platform, that is not an integral part of the hull. It does not mean deck length or water line length.

**3. Boat Height**

The superstructure of a boat, which acts to obstruct the view, shall not exceed a height of 12' above the waterline. Open decks or bridges, with or without Bimini tops or radar arches, may exist above the 12' limitation. There is no limitation on the mast height for sailboats.

**4. Use of Docks**

- a. Boats shall not be docked other than with the length perpendicular to the seawall and alongside and parallel to the length of the dock.
- b. There shall be no sewage discharged from any boat while it is moored to any

dock in South Passage.

- c. There shall be no discharge of any refuse into the water from any boat moored to any dock in South Passage.
- d. There shall be no discharge or spillage of petroleum-based products into the water from any boat moored to any dock in South Passage.
- e. Pumping out the bilge from any boat moored to any dock in South Passage should be postponed until the boat is outside the South Passage and Moorings channel areas. Any exception to this shall be a matter of navigational necessity.
- f. Living aboard a boat secured to any dock in South Passage shall be limited to a period not to exceed two (2) days and shall be confined to close personal friends of owners in South Passage without approval of the Board. Bath and toilet facilities on shore must be used exclusively during such period.
- g. Halyards, booms, lines, and other moveable parts of boats shall be secured at all times while moored at docks, to eliminate the slapping noise in windy weather.
- h. There shall be no alterations or additions to any existing dock or dolphin in South Passage without prior approval by the Board of Directors. Requests should be accompanied by a sketch showing the detail of any proposed change. Likewise, no dock or dolphin may be added to those existing, without prior approval by the Board of Directors.
- i. Damages to any dock or dolphin from any of the following causes are to be repaired at the expense of the designated user of the slip wherein the boat doing the damage was located.
  - 1. Securing a vessel which exceeds the length or width limitations outlined in these regulations.
  - 2. Ramming a dock or dolphin when attempting to enter or leave a slip.
  - 3. Faulty or negligent mooring technique or equipment.
- j. Damage to docks or dolphins as the result of destructive acts, misuse, or abuse shall be repaired at the expense of the individual who causes such damage or by the individual who is responsible for the person causing the damage.
- k. No owner shall rent the use of any docking facilities in South Passage separately from the rental of his Condominium.
- l. No owner, or renter, may "loan" his assigned dock to a non-owner or non-renter for a period of more than one week in any six-month period.

- m. Cleats or other similar objects may be installed only with Board approval. (provided for in section 11.4 of the Association's Declaration).
- n. No storage boxes shall be situated on a dock or the seawall. Nothing is to be left on docks, unattended.

**5. Boat Speed**

The maximum speed for any boat operating in the channel adjacent to the seawall of South Passage shall be one of "no-wake."

**6. Boat Covers**

All boats may be covered with neutral-colored, properly secured, fitted canvas covers. Shrink-wrapped plastic and unfitted tarpaulins will not be allowed. Improperly-covered boats will have the covers removed by the Association and the owners will be responsible for any expenses incurred.

**7. Boat Lifts**

Boat lifts are not permitted in South Passage.