

THE RULES AND REGULATIONS  
OF  
SOMERSET BAY, A CONDOMINIUM

Revised February, 2019

### **General Rules:**

1. The Association Board and the Management Company have the right to access units between the hours of 8:00 a.m. and 5:00 p.m. with at least 24-hour notice to owners, except in an emergency. No one may enter any unit unless accompanied by a representative of the Board or an Owner.
2. Owners must provide a current key and alarm code, if any, for their residence to the Association Board and to the Management Company, and a replacement key or new code, if either is changed.
3. The Management company must be notified at least 24 –hours in advance of moves or furniture deliveries, which will require the use of the elevators, so that protective padding can be placed on the elevator walls. Unit owners are encouraged to schedule all moving vans and furniture deliveries on week days between the hours of 8:00 a.m. and 5:00 p.m. when maintenance personnel are available.
4. Unit owners will be charged for any damage to common areas made by moving personnel or other outside contractors hired by said owner or by the unit owner's pet.
5. Unit owners may wash their cars or have their cars washed in their driveways only. Biodegradable and environmentally friendly products must be used.
6. Unit owners are permitted to smoke in designated smoking areas\*, smoking in any other common areas or on balconies is prohibited. \* Parking lot of the clubhouse.
7. Two authorized signers are required to sign for any expense over \$500.

### **Occupancy:**

1. Individual units at Somerset Bay shall be used only as residences.
2. No unit may be occupied by more than six (6) persons. This rule does not apply to temporary house guests.
3. Units may be leased for a period of no less than six (6) months within any consecutive twelve (12) month period and not more than once a year. A written lease must be submitted to the Association Board for approval prior to occupancy by the tenant.
4. Sub-leasing, time sharing, room rental and transient tenants are not permitted.
5. By Indian River County Code it is unlawful to reproduce sound between 10:00 p.m. and 6:00 a.m. No occupant may make or permit to be made any disturbing noises in their building or on the Condominium property. Cell phones and portable entertainment devices such as radios, cd players, boom boxes, etc. should be used respectfully in all common areas and balconies.
6. No occupant may engage in or permit their guests to engage in any immoral, improper, offensive or illegal behavior in their building or on the Condominium property.
7. The purchaser or lessee of any unit must be given a copy of The Rules and Regulations by the management company and acknowledge receipt thereof. Keys to the unit and common area must be

turned over at or before the closing or lease inception by the seller or the lessee.

8. All unit owners, lessees, and guests of a unit owner or of a lessee are subject to these Rules and Regulations.

9. Purchasers of units must submit an application for Purchase and approval to the Association prior to closing.

**Pets:**

1. Unit owners or tenants shall be limited to housing no more than two (2) dogs or cats in their unit. No animal can be kept which the Board has determined to be dangerous. Dog breeds are prohibited based on their weight as stated in the declarations. All pets must be registered with the management company.

2. All pets must be kept under control and on a leash not more than ten (10) feet long in all common areas.

3. Each pet owner is responsible for cleaning up after his/her pet(s) on the Condominium property and on the undeveloped area at the northwestern end of the property. Pets should be walked on grass areas and away from plantings.

4. Each pet owner is responsible for ensuring that his/her pet(s) does not create a nuisance.

5. Any pet involved in an incident in which the pet attacks or bites a person or another animal must thereafter wear a muzzle when outside the owner's unit on the Condominium property. Any pet involved in two (2) such incidents must be removed from the Condominium property as quickly as possible at the expense of the owner. Notwithstanding the forgoing, the Association Board shall have the authority to require that any pet, deemed to be a danger to the Community, be removed from the Condominium property at the expense of the owner.

**Parking:**

1. No parking space may be used for any purpose other than parking automobiles, vans and non-commercial pick-up trucks which are in operating condition with a current license tag.

2. No commercial trucks, motorcycles, vehicles with commercial lettering, recreational vehicles, motor homes, trailers or boats may be parked or placed on the condominium property or left over night without Association Board approval.

3. The number of vehicles permitted is restricted to the number of garages owned by each unit owner.

4. All unit owner's vehicles shall be parked in their appropriate garages, except when loading or unloading or for such other temporary purpose. Unit owners may not park in the visitor parking spaces near the buildings and at the clubhouse or in front of their garage doors. Visitor vehicles should be parked in visitor parking spaces, clubhouse parking lot or the parking area at the entrance to Somerset Bay.

5. Live-in caregivers must park their cars in the owner's garage. Part time caregivers may park in the visitor

parking, clubhouse, or south end parking area.

6. Visitors, contractors, and movers shall be instructed not to park in front of the walkways leading from the road to the building entrances.

7. No parking is permitted on the grass.

8. All garage doors are to be kept closed when the garage is not in use.

**Interior and Exterior of Buildings:**

1. No changes or improvements may be made on or to the exterior of the unit buildings, including but not limited to painting or other permanent decoration, the installation of awnings, shades, shutters, electrical wiring, air conditioning units or anything that would protrude through or be attached to the walls of the unit building, except as stated in 2 below.

2. Only screens, hurricane shutters and any other exterior improvements that have been approved by the Association Board for general use throughout the Condominium property may be installed by a unit owner.

3. Hurricane shutters may be continuously shut only during the hurricane season which is currently defined by the National Oceanic and Atmospheric Administration as running from June 1 through November 30<sup>th</sup>. Unit owners are encouraged to use their discretion to shutter their condos only during the height of the hurricane season.

4. During hurricane season any unoccupied units that do not have hurricane shutters must remove all furniture, grills, and other objects from their verandas. In the event of a windstorm threatening the area, the Association has the right to remove any objects from verandas at the risk of the owner.

5. When unit owners are not present nothing can be left outside the building where it could be a danger to residents or structures.

6. No exterior antennas, aerials, dishes, satellite discs or other devices are allowed to be erected by any unit owner except as provided under uniform regulations promulgated by the Association Board. Any installation must be coordinated with maintenance personnel for access to the roof, placement of a device and inspection by maintenance personnel prior to the contractor leaving the job site. No device may be installed on the parapet wall. Devices are ONLY allowed to be installed on the wall of the elevator equipment room. Damages to the parapet wall will be the responsibility of the unit owner. No signs, advertisements, or notices of any kind are allowed to be displayed from any unit or on the Condominium Property by a unit owner.

7. Any outside contractor work must be scheduled between 8:00 a.m. and 5:00 p.m. on weekdays. Such work on Saturday, Sunday or holidays is prohibited, except in emergency situations. Protective padding for the elevators should be requested, at least twenty-four (24) hours in advance, from maintenance personnel for protection against the contractor's equipment or materials.

8. Objects may not be hung or dropped from windows or porches, nor may mops, rugs or similar items be shaken from them except for flags on nationally recognized patriotic holidays.

9. Only outdoor patio chairs, tables and furnishings shall be placed on verandas. Gas or electric grills and potted plants are also permitted. Charcoal grills are not allowed. Furthermore, the placement, storage, or use of any other items is prohibited on verandas.

10. Except as otherwise permitted, driveways, walkways, and other common areas and facilities must remain free of any personal furniture, packages, and objects of unit owners. Potted plants may be allowed by the Association Board in common areas such as building lobbies if the majority of the owners in the building approve. The care and maintenance of any such plants is the responsibility of the unit owner of the building.

11. Unit owners are free to decorate and furnish the common areas in their building, at their own expense and with agreement of the majority of the unit owners in the building, subject to the consent of the Association Board which shall not be unreasonably withheld.

12. Access to the roof of any Condominium building must be restricted to prevent damage to the roof surface. Smoking on the roof is strictly prohibited. Access required by any contractor must be coordinated with maintenance personnel. It is the unit owner's responsibility to ensure that such contractors conduct all services in the protected walkways provided for those purposes, to protect against the contractor's equipment or materials damaging the roof surface. The roof surface will be inspected by maintenance personnel before and after service of work is performed. Damage by a contractor, under the direction of a unit owner, will be the responsibility of the unit owner. The stairs are not permitted to be used for HVAC replacement, lifts are required.

13. Any planting of personal plants of the Condominium grounds is prohibited and no flowers pots are permitted outside any unit with the exception of on an owner's balcony.

14. Dryer vent cleaning is required a minimum of every three years with a certification of service being sent to the management company.

15. AC inspection is required a minimum of once a year with a certification of service being sent to the management company.

16. Any interior modifications that could potentially compromise the structure of the condominium require board approval, examples include but are not limited to: changes to flooring material, removal of walls, etc.

17. Soundproofing is required beneath any; hardwood, marble, tile or other hard surface flooring material.

**Recreational Facilities:**

1. Pool hours are between dawn and dusk unless otherwise posted at the pool.

2. Persons going to and from the pool must wear tops or robes.

3. No more than ten (10) people are allowed in the pool at any one time.

4. Incontinent persons of any age must use leak-proof garments in the swimming pool.
5. No food, glass, or animals are allowed in the pool or on the pool deck. However, service animals are allowed on the pool deck. Drinks are permitted on the pool deck only if in non-breakable containers.
6. Swimmers are encouraged to shower before entering the pool.
7. Unless a person's bathing suit is dry, he/she must leave the pool area via the side gates. No wet bathing suits are allowed inside the clubhouse.
8. Persons wearing wet bathing suits must use the toilets in the cabana, not in the Clubhouse.
9. Children under the age of sixteen (16) may not use the Fitness Room unless under the supervision of an adult.
- 10 Rules for the fitness center are posted therein.
11. Children under the age of sixteen (16) may not use the Fitness Room unless under the supervision of an adult.
12. Only unit owners, lessees, and guests of a unit owner or of a lessee are allowed to fish in Somerset Lake. Fishing in Somerset Lake is limited to catch-and-release using barbless hooks.

**Use of Clubhouse:**

1. The Clubhouse belongs to all unit owners and is available only for private functions sponsored by a unit owner.
2. To reserve the Clubhouse for an event, a unit owner must submit the following information to the Management Company and must be present at the event:
  - a. The date of the event
  - b. The time of the event (start to end)
  - c. The number of people the unit owner expects to attend the event
3. The request will be reviewed by the Management Company promptly taking into account many factors including capacity, time, and function and the unit owner will be notified in writing of the decision.
4. Nothing should be taped, glued or tacked to painted or papered walls.
5. The Clubhouse must be cleaned and restored to its normal condition by the unit owner who sponsored the event before noon the following day.
6. A deposit of \$250 is required for private use of the Clubhouse, which will be refunded, less any cost for cleaning and/or damages, if any. Any damages in excess of \$250 are the responsibility of the unit owners

who had arranged for the private use.

7. The Fitness Room will remain available to all unit owners during private events.

8. No animals are permitted in the Clubhouse or in the pool area except service animals.

**Security:**

1. All Clubhouse exterior doors are to be locked whenever the building is unoccupied. Persons using the Clubhouse are responsible for locking the doors when they leave the building.

2. All common Condominium building doors are to be locked at all times. This includes:

- a. The front door
- b. The inside trashdoor
- c. The inside emergency stairwell door
- d. The outside emergency stairwell door
- e. The door to the screened-in lobby area

3. Elevator security for all floors in each Condominium building must be activated. The elevators should be moved only by fob or, if available, by key code.

**Violations:**

Violations of these Rules and Regulations may result in fines up to \$100 per day, suspension of the right to use the Condominium's common facilities, and other legal remedies available to the Association.