



## **RULES AND REGULATIONS FOR THE COMMUNITY OF LILY'S CAY AT VERO BEACH**

These Rules and Regulations have been adopted and approved by the Board of Directors of Lily's Cay at Vero Beach Homeowner's Association, Inc. (HOA), approved and effective January 12, 2021, in accordance with the Declaration of Covenants, Conditions and Restrictions (CC&R's) for Lily's Cay at Vero Beach. See Article II, Section 10 (page 7) and Article V, Section 34 (page 21) in the Declaration dated January 12, 2016 and in the By-Laws of the HOA, see Article IV, Section 8 (f)(g) (page 55) dated June 17, 2015 for more detail.

Each homeowner was provided a copy of the CC&R's and By-Laws upon purchase of their home. Digital copies are available on the Elliott Merrill Community Management website at <https://www.elliottmerrill.com/>.

Anything herein to the contrary notwithstanding, the CC&R's and By-Laws shall prevail. See Article 10, Section 7 for more detail.

1. **Required Approvals:** Each Owner, Lot and Residence is subject to the Architectural and Aesthetics Requirements [see Article IV (page 12) for more detail] and the General Restrictions – Use and Occupancy of the CC&R's [see Article V (page 14) for more detail] as administered by the Architectural Control Committee (ACC) of the HOA Board.

Any and all building construction or alterations of any kind to the exterior of any Residence, the Lot or Common Property, including but not limited to the exterior painting of the house or shutters, roof replacement tiles, paver replacement, fences and changes in landscaping must have prior express **WRITTEN** consent of the ACC. See Article IV, Section 2(c) (page 13) and Article V, Section 8 (page 15) for more detail.

Lawn ornaments, flag poles, statuary, etc. must have prior written approval of the ACC before being displayed outside a residence. Between Thanksgiving and January 6<sup>th</sup> appropriate holiday decorations are permitted.

The ACC project approval request form may be found on the Elliott Merrill Community Management website at <https://www.elliottmerrill.com/>. All approved projects, construction or landscaping, shall be completed within 6 months of approval by the ACC.

2. **Lease/Sale Approvals:** A Residence may be leased for a period of no less than three months and not more than twice per calendar year. Owners leasing a Residence are required to provide the HOA Board with a copy of the lease and the names, address and phone numbers of the parties to the lease at least 15 days in advance of the occupancy start date.

Prior written approval of the HOA Board is required for lessees to take possession of a Residence. See Article IX, Section 1 (page 31) for more detail.

The Association is vested with the authority to prescribe an application form which may require specific personal, social, criminal and other data related to the intended lessee, as may reasonably be required by the Association in order to enable the Association to investigate the intended lessee within the time limits extended to the Association for that purpose. The application shall be completed and submitted to the Association along with and as an integral part of the notice of intended lease.

The Association is empowered to charge a fee in connection with and as a condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. There shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

Sub-leasing of a Residence shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Residence. The intention is that only an entire Residence may be leased and the Residence may not be sublet. Any temporary occupancy agreement such as Airbnb, Vacation Rentals-By-Owner, home swapping arrangement or a similar arrangement, shall be deemed to be a Lease and must be in compliance with the restrictions and approval requirements set forth herein.

Further, the sale of a Residence requires the prior approval of the HOA. Forms supplied by the HOA must be completed in order for a sale to be approved. See Article IX, Sections 1 through 4 (page 31) for more detail.

3. No timesharing, fractional ownership or like kind arrangements are permitted. See Article V, Section 35 (page 21) for more detail.
4. **Signs:** A 12" x 12" "For Sale" or "For Lease" sign is permitted so long as it placed on the Owner's Lot and not on the Common Area. Most Lots include a very small space immediately in front of the Residence.
5. **Open House:** Board of Directors and management company, Elliott Merrill, must be notified at least one week in advance of date and time of the planned open house. Open house can only be held once a week preferably on a weekend for a maximum of 4 hours. Open house signs are permitted during the hours of the open house. No signs are to be placed on Lily's Cay Common Area, only on the Owner's Lot.

A temporary gate code will be issued by Elliott Merrill for the date and time of the open house. The code should be given to anyone who calls to visit the open house. The code is not permitted to be posted on any sign or in the advertisement. The code will be inactive after the open house is scheduled to.

6. **Use:** No Lot or Residence shall in whole or part be used for anything other than residential purposes. Each Residence shall be a single-family, detached home occupied by no more than one (1) family. See Article V, Sections 2 & 5 (page 15) for more detail.
7. **Maintenance:** All improvements on each Lot, principally the Residence, shall at all times be maintained in good condition and repair by the Owner. See Article V, Section 9 (page 16) for more detail
8. **Disallowed Use:** No tent, trailer, RV or garage shall be used as a residence temporarily or permanently. See Article V, Section 11 (page 16) for more detail.
9. **Fences/Hedges:** No fences, hedges or mass plantings shall be six feet above the ground upon which it is affixed or installed or planted without the written consent of the ACC. Regarding fencing see Article V, Section 13 (page 17) for more detail.
10. **Pets:** A reasonable number of licensed and vaccinated pets may be kept in each Residence – which the Association deems to be no more than four (4) domesticated dogs, cats, or other household pets. Such pets may not be kept for commercial or breeding purposes. Livestock, poultry and exotic pets are prohibited. Pet owners are responsible for the behavior of their pet(s) and immediately removing and disposing of all pet waste. All pets shall be on a leash when off the Owner's Lot and under no circumstances become a nuisance. See Article V, Section 14 (page 18) for more detail.
11. **Damage:** Owners are responsible for any and all damage they may cause to the Common Area or the vegetation thereon. See Article V, Section 16 (page 18) for more detail.
12. **Parking:** All Owner's vehicles shall be parked within their useable garage or on the driveway, not on the street. Under no circumstance is a vehicle to be parked on or obstruct the sidewalk. Guests may park on the street with reasonable limitations, however overnight street parking between 12:00 AM and 6:00 PM is prohibited in all cases.

Excess parking may be found on the street at the east end of the community. Do not park on the grass and do not park overnight!

No commercial vehicles, boats, motor homes, water craft, campers, trailers or RV's shall be parked on the Property, Lots or Common Area unless parked entirely within the garage or for purposes of loading, unloading – for a 24-hour maximum duration. See Article V, Section 18 (a) (page 18) for more detail.

Each Residence may have one licensed/registered, operable vehicle for each useable parking space available in the garage and on the driveway. Only well-maintained, currently licensed/registered passenger vehicles shall be permitted on the Property unless stored in the garage. Maintenance of any motor vehicle shall be within the garage. See Article V, Section 9 (page 16) for more detail.

13. **Trash Cans:** Trash cans shall be kept entirely in the garage except when placed curbside for pickup. They may be placed curbside for pickup no earlier than 5:00 PM the day before pickup and returned to the garage by 7:00 PM the day of pick up. No refuse or trash of any kind shall be allowed to accumulate on any Lot or the Common Property. A small, discrete trash can no larger than 4 gallons may be kept immediately along the side the Residence, unobservable from the street, for the sole purpose of collecting pet waste awaiting scheduled trash collection. See Article V, Section 21 (page 19) for more detail.
14. **Nuisance:** No Owner, their guests or invitees shall be a nuisance. See Article V, Section 22 (page 19) for more detail.
15. **Burning:** Open burning is not permitted. See Article V, Section 24 (page 19) for more detail;
16. **Antennae:** Antennae and a one-meter or less dish may be installed on a Lot, at the rear of the property. See Article V, Section 27 (page 20) for more detail.
17. **Playthings:** All games, sports equipment, bicycles and play apparatus must be stored in the garage or on the Lot to the rear of the Residence. See Article V, Section 28 (page 20) for more detail.
18. **Air Conditioning:** No window or wall air conditioning unit shall be permitted.
19. **Speed Limit:** The Speed Limit in all of Lily's Cay is 15 MPH. See Article V, Section 33 (page 21) for more detail.
20. **Gate Operations:** Residents expecting visitors should give that visitor instructions prior to their arrival as how to use the gate entry box. Residents should not provide their personal entry code to visitors, vendors or repair/maintenance personnel.
21. **Lawn Sales:** Garage, lawn and estate sales are prohibited.
22. **Irrigation:** The irrigation costs for landscaping are not part of your utility bill. This expense is paid through your Association dues. A two-day per week watering schedule has been recommended, seasonally adjusted.
23. **Vacancy:** If you vacate your home in Lily's Cay for extended periods of time, please notify Elliott Merrill Community Management with a telephone number and e-mail address where you can be reached in case of an emergency. If you have a local person who has permission to check your home, please leave his /her name and phone number with Elliott Merrill along with your written approval for entry onto the Property.
24. **Contractors and Their Employees:** No Owner, occupant or guest shall attempt to direct or assert control over contractors or their employees engaged by the HOA. If an Owner has a problem with a contractor or their employees, please bring it to the attention of Elliott Merrill.

25. **Storm Damage:** In the event of a hurricane or other weather-related storms that cause house, tree and/or shrub destruction, it will be the responsibility of the HOA to remove debris from the Common Area. Each homeowner will be responsible for removing construction and vegetative debris from their Lot.
26. **Motorcycles:** Motorcycles, scooters and ATVs are permitted in Lily's Cay. Such vehicles shall be parked or stored entirely within the garage. They are not to be parked on the street or driveway – even temporarily. They can be operated within the community only for purposes of ingress or egress – coming into and going out of the community.
27. **Gas Powered Equipment:** Residents are urged not to use gas powered leaf blowers, pressure washers or other gas-powered machinery between the evening hours, after 5:00 PM, and early morning, before 8:00 AM.
28. **Our Lake:** No swimming or fishing is allowed on the retention pond.
29. **Variations:** The Board shall be permitted (but not required) to grant variations to one or more owners from specific rules upon written requests for such relief and good cause shown in the sole opinion of the Board. Variations are not expected to be common, and any granting of a variance is not a waiver of any rule or the right to enforce such rule.

In the case of any dispute about the meaning or interpretation of any rule, a decision of the Board shall be final.

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