

*June 2018*



# RIOMAR SANDS CONDOMINIUM ASSOCIATION INC.

ESTABLISHED 1980

## RULES AND REGULATIONS

PLEASE DO NOT REMOVE THIS  
DOCUMENT FROM THE UNIT.

OWNERS GUESTS AND LESSEES ARE  
REQUIRED TO CONFORM TO THESE RULES.

A CONDENSED COPY OF THESE RULES AND  
REGULATIONS ARE AVAILABLE TO PROVIDE RENTERS  
AND GUESTS.

*Riomar Sands Condominium Association*

*2636 Ocean Dr.*

*Vero Beach, FL 32963*



Professionally Managed by Elliott Merrill Community Management

835 20<sup>th</sup> Pl, Vero Beach, FL 32960

Office: (772) 569-9853 ~ Fax: (772) 569-4300

Property Manager:

***Lynn M. Heberling, CAM***

Administrative Assistant:

Jasmine Gonzalez

[JasmineG@ElliottMerrill.com](mailto:JasmineG@ElliottMerrill.com)

772 569-9853 x 125

On-Site Maintenance:

Tom Lewis

[riomarsands@att.net](mailto:riomarsands@att.net)

772-234-3740

## BRIEF HISTORY

The Association was established in 1980. There are 30 units and 19 garages. The original cost of the smaller units was \$175,000, the extra room units \$210,000.

A reserve account was established in the early '80S for painting the building, replacing the awning and replacement of the roof.

Around 1986, a reserve was established for dune restoration. Beginning in 1999, a Building and Structure Repair reserve fund was also established. Around 2000, a Driveway reserve fund was established. Around 2005 a Pool reserve fund was established. Around 2010 an Elevator fund was established.

Therefore, we presently have the following Reserve Funds:

- a. Roof Replacement Fund
- b. Building and Painting Fund
- c. Building and Grounds Fund
- d. Elevator Fund
- e. Pool Fund
- f. Dune Fund
- g. Driveway Fund

In the time between 1985-1990, the board was required, by Florida Statute, to determine whether the owners would desire a nursing home type atmosphere or an open society as such (children permitted). The latter was chosen.

# **RIOMAR SANDS CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

### Residential use Restrictions.<sup>1</sup>

1. The use of the common property and limited common property are subject to those rules of the association.
2. Occupancy. No apartment shall have as permanent occupants more persons than two times the number of bedrooms.
3. For the safety and security of all owners and guests, it is imperative that the building Management know who is in residence at all times.
  - Please complete the attached application for lease or guest use form and return to the management company.
4. The parking spaces for the building are numbered. Please use the one assigned to your unit and see that your guests use the guest parking spaces.
5. Because of serious and costly beach erosion, **PLEASE STAY OFF THE DUNES. NO RUNNING. NO JUMPING. NO CLIMBING. USE THE PATH PROVIDED.**
6. Owners/Lessors must advise all contractors to check with the on-site manager prior to entering their condo. No contractor has the right to possess a key to our building.
7. Due to Warranty, insurance and possible damage to our roof covering, no owner, lessee, contractor or any other person may enter the roof area unless accompanied by the management or Board Member.
8. Access to units.
  - a. Florida Statute requires each unit owner to provide a key to their unit's entry door to the Association. The Board of Directors and/or Management shall permit the use of said key for entry to the unit only for the purpose of pest control or in the event of an emergency.
  - b. Only upon signing the Riomar Sands Association's "Release, Indemnification and Hold Harmless Agreement", will the onsite management team member check your unit semi-monthly to see if you're A/C unit is working properly. At your request he may also provide the following services: turn your water and hot water heater off when not in residence and back on before you return and put shutters down when you leave and up before you return.
    - A copy of the Hold Harmless Agreement is attached.

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<sup>1</sup> Reference Amendment to Declaration 21 (d.) page 2

## **POOL RULES**

The Riomar Sands Condominium Association pool is governed by Florida Statutes<sup>2</sup>

### **THERE IS NO LIFE GUARD ON DUTY**

### **PEOPLE USING THE POOL DO SO AT THEIR OWN RISK**

### **FOR YOUR OWN SAFETY, DO NOT SWIM ALONE**

#### Pool Hours: Dawn until Dusk

- Diapers, of any kind, are not permitted in pool.
- Children must be completely toilet trained. Should there be a question of training, rubber pants are required under the bathing apparel. Children over the age of 3 years old but less than 12 are allowed in the pool **ONLY** when accompanied by an adult owner or owners specified guest.
- The use of the recreation center, pool and other common areas are limited to owners, approved renters and their invited guests.
- No animals are allowed in the pool or on the pool deck.
- Food and drink are allowed in plastic containers only. No glass containers, cups or bottles.
- **NO DIVING**. The pool is too shallow.
- Running in the pool area is prohibited.
- Non-swimming minors must be accompanied by an adult.
- In regards to loud music and noise in the pool area, please be courteous and thoughtful of those around you.

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<sup>2</sup> Florida Statute, Chapter 64E-9, Public Swimming Pools and Bathing Places.

## **SALE – LEASE – OCCUPANCY – USE<sup>3</sup>**

For a condominium sales contract or lease to be valid, an application must be approved by the Board of Directors of the Association.

To obtain Board approval, the seller or lessor must complete and submit a Sales or Lease application along with a copy of the fully executed contract and a **\$50.00** application fee for processing made out to “Riomar Sands Condominium Association”.

Completed applications must be submitted to the Management Company for approval by the Board no less than thirty (30) days prior to the effective date. The Board must reply within the same thirty (30) days.

No lease entered into by an owner shall be for a term less than two (2) months and no owner shall lease a unit more than two (2) times within a calendar year.

Any lease approved by the Board of Directors shall provide that it may not be extended or assigned without the approval of the Board of Directors, and the lessee may not sublet without such approval. Any lessee occupying a unit under an approved lease shall be fully subject to the terms of this declaration of the rules, regulations and By-Laws of the Association. Such lease shall be subject to cancellation by the association without notice if the lessee thereunder shall fail to comply with the rules and regulations contained herein or which hereafter be established by the Association.

No condominium shall have as permanent occupants more than two times the number of its bedrooms. Each condominium shall have as permanent occupants no more than one family, its staff and/or guests. During Holidays and special occasions, guests may utilize roll away beds, sofas, etc. for the duration of the event.

Tenants shall have the same recreation privileges as owners during the term of their lease.

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<sup>3</sup> Reference Declaration of Condominium, Section 24

Owners are responsible for informing their guest or tenants of the rules and regulations and making sure they receive a copy of them.

### **PETS**<sup>4</sup>

No owner or occupant shall have more than one pet. The owners of pets shall ensure their pet receive annual rabies shots in accordance with the laws of Florida.

The designated area for walking pets is located outside the gate in front of our building in the grass area.

Owners/Renters/Guests **MUST** clean up after their pet.

All pets **MUST** be leashed when outside the unit.

All pets must be sufficiently under control at all times so they don't create a nuisance. In the event that any pet becomes a nuisance, the Board of Directors shall have the right to provide the unit owner thirty (30) days written notice to remove the pet. In the event the owner doesn't remove the pet from the premises within thirty (30) days, the Board of Directors shall be entitled to take such action as may be necessary to securely remove the pet from the premises, but not limited to securing an injunction requiring the removal of the pet.

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<sup>4</sup> Reference Certificate of Fifth Amendment to the Declaration of Condominium, Article 21, paragraph a.

## **REFUSE AND RECYCLING<sup>5</sup>**

### **Garbage/Trash/Refuse**

**\*Please DO NOT put garbage down chute on Tuesdays and Fridays between 7:30 and 11:00\* the bins are out for collection**

All trash, garbage or refuse shall be deposited by the resident in the trash chutes or directly in the trash bins.

All garbage must be wrapped securely and tied in plastic garbage bags appropriately sized to use the chutes, prior to depositing in the chute or trash bin.

Particularly offensive garbage must be placed directly into the bins.

Pet waste must be placed in plastic bags, secured and deposited directly into the bins.

Place large boxes including pizza delivery boxes directly into the bins. **Please DO NOT use the chutes.**

**NO plastic shopping bags per Indian River County. These bags can be recycled at Publix and other shopping markets.**

More items may apply and this list may be expanded in the future. If you have any questions, please call City of Vero Beach Waste Management 772-978-5300

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<sup>5</sup> Reference Declaration of Condominium, Section 21 C



## **RECYCLING**

Please deposit your recyclable items in the recycling bins, located at the north entrance to our building.

**NO plastic shopping bags per Indian River County. These bags can be recycled at Publix and other shopping markets.**

## **OTHER GENERAL RULES<sup>6</sup>**

The Association goes to considerable expense to keep the buildings and grounds looking attractive for the enjoyment of its owners and guests. Below are additional general rules.

1. Bicycles, baby buggies, strollers and recreational equipment must not be left in the hallways or on the patios. After each use they must be put inside the apartment, owners garage or storage room.
2. No signs, advertisements, notices or other lettering shall be exhibited, inscribed, painted or affixed by any owner or his agent on any part of the outside or inside of a unit or common area of the Condominium without the prior written consent of the Board of Directors.
3. Vehicles, such as, but not limited to house trailers, campers, boats, boat trailers, motorcycles, mopeds, recreation vehicles and pick-up trucks more than a half ton shall not be parked on Condominium property except for loading and unloading. Such vehicles may be parked in owners' garage as long as it doesn't interfere with the rights of other owners or otherwise deemed a nuisance.

### **VEHICLES IN VIOLATION WILL BE TOWED AT THE OWNERS EXPENSE.**

4. No radio antenna or any wiring for any purpose may be installed on the exterior of the building.
5. Laundry, rugs, towels, clothing and other articles shall be hung indoors.

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<sup>6</sup> Reference Declaration of Condominium, Section 22

**ABSOLUTELY NOTHING MAY BE HUNG OVER THE RAILINGS  
OF THE APARTMENT BALCONIES.**

6. No exterior paint shall be applied to the exterior of the building by an owner.
7. TV's radios and musical instruments must be used at such times as will provide a minimum of disturbance to other residents. The use of musical instruments after 10:00 PM is prohibited. Volume on radio or TV's must be turned down at 10:00 PM so as not to disturb others. Please be courteous and thoughtful of others.
8. No gas/charcoal grills or stoves of any type shall be kept on balconies or patios.
9. No fireworks.