



Rules and Regulations

*of*

The Sands,  
A Condominium,  
Section I Association,  
Inc.

2016

## Property Management:



**Mike Gallagher, CAM** — *Property Manager*

**Paola Alvarado** — *Administrative Assistant*

835 20th Place, Vero Beach, FL 32960 Office

Phone: 772-466-2630 ext. 136

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## Important Area Numbers

### EMERGENCY NUMBERS

Fire–Ambulance–Sheriff..... 911

### ANIMAL CONTROL

St. Lucie County

Animal Control ..... (772) 462-8120

Humane Society

of St. Lucie.....(772) 461-0687

Dogs & Cats Forever.....(772) 489-5454

### ST LUCIE COUNTY

County Administrator

Howard Tipton ..... (772) 462-1401

Clerk (Joseph E. Smith).....(772) 462-6900

District 5 Commissioner (Kim Johnson)

[johnsonk@stlucieco.org](mailto:johnsonk@stlucieco.org).....(772) 462-1100

### SHERIFF'S OFFICE

(Non Emergency) ..... (772) 462-7300

Criminal Investigation

Division..... (772) 462-3230

Crime Prevention ..... (772) 871-5303

Jail ..... (772) 462-3450

**FIRE DEPARTMENT** ..... (772) 621-3400

**DRIVERS LICENSE**.....(772) 468-3957

### MOTOR VEHICLE

**REGISTRATION** ..... (772) 462-1653

### LIBRARY

Melody Lane (downtown) .... (772) 462-1615

### POST OFFICE

1717 Orange Ave, FP..... (772) 460-0835

Mervis Cafe

402 S. 5th St. FP..... (772) 462-6600

### SCHOOL DISTRICT

St. Lucie County Schools ..... (772) 429-3600

Transportation ..... (772) 340-7120

### STATE

Florida Highway Patrol..... (772) 468-3967

Florida Fish & Wildlife..... (800) 432-2096

Florida Marine..... (561) 624-6935

### TRASH COLLECTION

Waste Pro, Fort Pierce..... (772) 595-9390

### UTILITIES

Electric—

Florida Power & Light ..... (772) 462-0555

Water—

St. Lucie County Utilities ..... (772) 462-1150

*Call Elliott Merrill, 772-466-2630, 24-hours-a-day to report an emergency maintenance problem. A live person will answer the call during normal business hours, after-hours, holidays, and weekends.*

# Important Notice to All Unit Owners and Residents

The Board of Directors of The Sands, A Condominium, Section 1 Association, Inc., is required to enforce the *2016 Sands I Rules and Regulations*, the terms and conditions of the Declaration of Condominium, and to abide local and state ordinances, and to abide the Florida Statutes, Chapter 718, Condominiums.

Mike Gallagher, Elliott Merrill Property Manager, will be responsible for enforcement of the rules and regulations. The association's attorney, Elizabeth P. Bonin, attorney at law, Ross Earle Bonin & Ensor, P.A., has reviewed them, and they incorporate her recommended changes and clarifications. As necessary, the attorney will continue to provide guidance to the Association and the Property Manager.

Owners should contact the Property Manager, via his administrative assistant, to request, for example, repairs to common elements, a change of address, direct payments, wind mitigation forms, rule violations, or other information about the property.

All Owners are encouraged to join the Sands I email system by completing the Sands I Email Consent and Update for Unit Owner Records; the state of Florida requires written owner permission to allow a condominium owner to receive business information via email from the condominium association and from the property management company. Using electronic communication, where applicable, promises faster delivery and savings to owners, because postage, envelopes, printing, and stuffing costs can be reduced dramatically.

Owners are entitled to one complimentary copy of the *2016 Sands I Rules and Regulations* per Unit. Additional copies can be purchased for five dollars (\$5) per copy from the President or the Secretary. The Association's information — including the rules and regulations, commonly used forms, and other services and resources — also will be posted on <[www.elliottmerrill.com](http://www.elliottmerrill.com)>.

**Enforcement of the 2016 Sands I Rules and Regulations becomes effective September 21, 2016.1.0 General**

**1.1** All Residents (Owners, renters, lessees, and guest residents / annual or seasonal) are expected to respect and to abide by the Rules and Regulations, which protect the Owners' investments, aid Residents' safety, and provide common order in the best interest of our condominium community. Rules and Regulations help to ensure that all Residents can enjoy and can be proud of the beautiful community that we share.

## **2.0 Use of Unit**

**2.1** Use of a Unit by a Resident shall be restricted to occupancy as a single- family dwelling.

**2.2** No Unit may be occupied on a permanent basis by more than four (4) persons per one-bedroom Unit; six (6) persons per two-bedroom Unit; or eight (8) persons per three-bedroom Unit.

**2.3** Unit Owner shall abide the *2016 Sands I Rules and Regulations*, abide the Condominium Documents, and abide the Florida Statutes, Chapter 718, Condominiums; the Owner shall ensure that the Owner's family, guests, invitees, renters, lessees, or contractors abide them too.

**2.4** Resident shall not allow noises or odors that disturb the Residents of other Units, or otherwise interfere with their rights, comforts, or conveniences.

**2.5** Except in an emergency, hammering, sawing, drilling, or the use of other noisy equipment to perform maintenance, repairs, improvements, or alterations to the Unit shall be permitted only during normal business hours, Monday through Friday, from 9:00 a.m. to 5:00 p.m.

**2.6** Resident shall maintain Unit in a good state of repair and cleanliness. Resident shall not sweep, shake or throw dirt, refuse or any other objects or materials from the doors, windows, or balcony.

**2.7** No article or object, including, but not limited to, towels, rugs, bathing suits, or other clothing shall be projected, mounted, or hung outside the Unit from the doors, windows, balcony railings, stairwells, stair railings, or placed upon the exterior of fenced patios. No object, including furniture and storage boxes within the fenced patio, can be higher than the top edge of the patio fence, or extend horizontally beyond the fence through any open section.

**2.8** No Resident shall plant, refurbish, stain, paint, alter, decorate, repair, replace, or change the Common Elements, or any outside or exterior section or surface of the Condominium Property, including but not limited to the outside of a balcony, door, window, or patio fence, and no awning, screening, fan, exterior lighting fixture, screen door, or other similar item or change can be accomplished or installed without written approval by the Board.

**2.9** No commercial notice or advertisement (for example, a “For Sale” sign) shall be placed, inscribed or exposed to be visible outside the Unit from any window or other part of a Unit, or to be visible from outside a Resident’s vehicle, unless approved in writing by the Board.

**2.10** Hurricane shutters are required by the Condominium Documents and they shall conform to the style / color / specifications approved by the Association. Maintaining these shutters in good working order and appearance is the responsibility of the Owner.

**2.11** Residents shall be permitted to put their names only on the designated location on the entry door to the Unit. Temporary holiday decorations are permitted on front entrances of exterior doors.

**2.12** No Resident shall use or shall permit to be brought into any Unit or stored on Common Elements, any flammable or explosive product such as fireworks, gasoline, kerosene, naphtha, benzene, propane, charcoal, charcoal lighter fluid, or other products hazardous to life, limb, or property, as mandated by the Condominium Documents or the Florida Fire Prevention Code. Commonly recognized bath and kitchen products are permitted in Units; some of these products are flammable or are poisonous, and require caution.

**2.13** No Resident shall do anything in the Unit or to the Unit, or on the Common Elements or to the Common Elements that could adversely affect the safety or soundness of any other Unit or the Common Elements.

**2.14** All trash from the Units shall be placed in plastic bags or in secure boxes and deposited with care at the designated pickup areas on designated days: Monday and Thursday. No trash shall be deposited until the morning of the pickup day, which aims to prevent attracting local wildlife, including rodents and insects, into the community, and to maintain the attractiveness of Sands I. Special pick-ups can be arranged for larger refuse. Contact Waste Pro, Fort Pierce, FL, for more information: 772-595- 9390.

**2.15** No Resident shall install bird feeders or shall disperse birdseed or any other food intended for birds or any other animals anywhere on the Condominium Property. Compliance aims to prevent the attraction of local wildlife, including rodents and insects, into the community.

**2.16** If a Unit is to be unoccupied more than 72 hours, the Unit’s water supply shall be shut-off by the Resident. The valve is usually located in the utility closet. Shutting off the water supply may prevent damage or limit damage to other Units or Common Elements that can be caused by an unexpected leak.

**2.17** If a Unit is to be unoccupied during the hurricane season (June 1 to November 30) or for the period of any named storm, the Resident shall ensure that before the Unit is vacated, all furniture, potted plants, door mats or other movable objects have been removed from the balcony / entrance landing / patio / terrace. All shutters shall be locked or shall be closed securely. A competent and responsible business or individual, satisfactory to the Association, should be designated by the Owner to care for the Unit if it is damaged in the absence of the Resident.

### **3.0 Use of Common Elements**

**3.1** Walkways, driveways, parking areas, and roadways shall not be obstructed or used for any purposes other than ingress and egress of the Common Elements and the individual Units. Skateboards or skates shall not be used on entrance landings, stairs, walkways, parking lots, or roadways. Games, such as baseball, etc., shall not be played in the parking lots, driveways or roadways. These rules aim to prevent injuries to people, to prevent property damage, and to prevent unnecessary noise.

**3.2** Units share ground-floor entrance landings and stairwells, and Units share second-floor entrance landings and stairs. The Florida Fire Prevention Code mandates that no objects can be placed in these areas that could prevent or could hinder ingress or egress from a Unit during a fire. The code requires a direct and unimpeded pathway 44-inches wide from the Unit door to the stairway or to the landing steps. No trash cans, ash trays, or other objects, which could be trip hazards or impediments to the pathway shall be permitted.

**3.3** As mandated by the Florida Fire Protection Code, no hibachi, grill (including propane, electric, paper, or charcoal), or other similar devices used for cooking, heating, or any other purpose shall be stored, used or kindled on any balcony or under any overhanging portion, or within ten (10) feet of any structure. None of these devices shall be stored on a balcony or the Common Elements.

Electric grills may be operated on the Common Elements, but Residents must comply with the rule as outlined above. Electric grills (but no others) can be stored, if in good condition and in good appearance, on ground- floor patios or ground floor-terraces.

**3.4** Outside grill cooking is allowed on the community grill, which is installed at the pool-pavilion. Resident shall ensure that the propane gas is turned off after cooking is completed, shall scrape-clean the grill surface, and shall close the grill cover. The grill shall not be used for the disposal (burning) of trash, as mandated by the Florida Fire Protection Code. Deposit all trash in the nearby trashcan; secure the trash can lid to prevent attracting local wildlife, including rodents and insects, into the community. The grill shall not be used when the pool-pavilion is closed (Rule 5.14).

**3.5** All exterior antennas are prohibited and shall not be placed upon Common Elements, including the roof. An antenna exception, required by rules of the Federal Communications Commission, allows satellite dish antennas to be installed in condominiums. A single dish antenna, not greater in diameter than one meter (39.37 inches) shall be installed only in an area that is for the exclusive use of the Resident's Unit: For example, a dish antenna can be installed within the balcony of an upstairs Unit or within the fence-enclosed patio of a ground-floor Unit.

The antenna shall not extend into a Common Element beyond the balcony railing, or beyond the patio fence. It shall not be attached to any part of the building structure, including a patio floor or a balcony floor. The antenna must be on a heavily weighted mount that stands on the floor sufficiently that the dish shall not be a wind-blown hazard during unexpected winds. The Resident shall remove the antenna from the exterior location before the arrival of a forecasted hurricane or a named storm to prevent it from becoming a windborne hazard.

**3.6** Damage to the Common Elements, which is caused by the Unit Owner, or by the Owner's family, guests, invitees, renters, lessees, or contractors shall be the financial responsibility of the Unit Owner to repair. It is incumbent on each Resident to inform the Property Manager of any Common Element that might require maintenance or repair.

**3.7** Each Unit Owner must perform promptly all owner-responsible maintenance, repairs, or replacements, which otherwise could adversely affect a Unit belonging to another Owner or to the Common Elements. Each Unit Owner shall be responsible financially for any damage and repairs that are caused by the Owner's failure to perform necessary maintenance, repairs, or replacements.

Each Unit shall be maintained, repaired, or altered in accordance with the final building plans of the Unit in accordance with those used by the developer, and which are on file with the Association.

Maintenance, repairs, or replacement of all piping, wiring, ducts, conduits, etc. within the Unit for the furnishing of utility services – water, electric, heating, or cooling – shall be performed by a licensed plumber, licensed electrician, or licensed contractor.

The Owner should ensure that the workers carry appropriate insurance.



**3.8** Any alteration or repair to the Unit that could affect the exterior, for example, to enclose a porch or to install a roof on a screened balcony, shall be presented in writing by the Unit Owner to the Board for review prior to the commencement of any physical work, and shall include a completed Sands I Application for Alteration or Repair. Any alteration or repair, including those that could affect the architecture and design of the Condominium Property, shall require permission from the Board to authorize such a change. If the Board approves the request, the approval must be in writing, and the Owner must obtain and comply with all associated St. Lucie County permit requirements.

The Owner shall be responsible for all expenses associated with any owner-responsible alteration or repair, and shall be responsible financially to repair promptly any damage to Common Elements or to other Units caused as a result of the alteration or repair. Alteration or repair must be completed in a reasonable period of time based on industry practices for such work, especially an incomplete alteration or an incomplete repair that might diminish the attractiveness of the Unit's exterior, negatively influence marketability of other Units, or create a safety hazard, as determined by the Board.

All future maintenance, repairs, and replacements to any alteration shall be the sole responsibility of the Owner of the Unit, and that responsibility shall be passed to all future Owners of the Unit.

**3.9** The lake is subject to the restrictions imposed by the Sands Community Association, Inc.; contact the Sands Community Association for details.

## **4.0 Vehicle Operation and Parking**

**4.1** Passenger vehicles, including sport utility vehicles, pick-up trucks, mini vans, and Grandfathered motorcycles (Rule 4.5), in good repair and in good operating condition, are permitted to park on the Common Elements. All such motor vehicles must be parked in designated parking spaces; vehicle parking is not permitted on landscaped grounds. Each Unit has only one (1) assigned space. No more than three (3) vehicles shall be allowed for all the residents in each Unit. Resident parking is allowed in guest spaces, which are available on a first-come, first-served basis and cannot be reserved by anyone. If a Resident has specific permission from another Resident to park in that other Resident's assigned space, then that is permitted. Each vehicle shall occupy only one space, and shall not be parked in such a manner as to impede or to prevent ready access to any other parking space.

**4.2** Each Resident operating any vehicle on the Common Elements shall abide by all posted signs and operate the vehicle at slow speed. Vehicle operators shall act with caution and shall yield to protect pedestrians, including children and joggers, bicyclists, pets, and property.

**4.3** Except in an emergency, no Resident shall cause or shall permit the blowing of a horn from the Resident's vehicle operated on the Common Elements.

**4.4** Bicycles stored on the Common Elements shall be mounted in a bicycle rack in the Building parking area. Each bicycle must identify the Unit where the bicycle belongs. Residents shall not store their bicycles in the bicycle rack when they are not residing in the Unit. Bicycles left to rust, to fall into unattractive disrepair, or to become windborne hazards during hurricane season, or have no identification, can be disposed as the Board determines suitable.

**4.5** Motorcycles, mini-motorcycles, mopeds, motor scooters, and mini- motor scooters – all having a seat as illustrated and described by the Florida Department of Motor Vehicles – are not permitted in Sands I. Some motorcycles – and only motorcycles as determined by the Board – can be Grandfathered; an exception to the rule can be granted in writing by the Board to allow a motorcycle in Sands I. Registration information will be used to confirm which Unit Residents have motorcycles, and to maintain a historical record of the Grandfathered motorcycles. The Resident must make the motorcycle available for inspection, as requested, by the Property Manager or the Board to confirm and to update the accuracy of the motorcycle registration.

Motorcycles shall be parked only in parking spaces designated for such vehicles. If no designated space is available, a motorcycle shall be parked in a guest space or the Resident's assigned space, which shall be selected to provide the nearest access to S. Lakeview Circle for best noise abatement.

No motorcycle shall be stored on a Unit's balcony, landing, patio, or terrace.

Grandfathering is a term for a one-time exception to the rule and is limited to a specific motorcycle. The exception is not transferable and the exception shall not be granted for a future motorcycle. For example, if a Grandfathered motorcycle is wrecked beyond repair, sold, stolen, etc., the exception ends; a replacement motorcycle shall not be permitted on Condominium Property. The deadline to request the exception: September 21, 2016. No exception shall be granted after this date.

**4.6** A sign near the entrance of The Sands Community provides notice that any motorized vehicle parked on the property illegally or in violation of the applicable Rules and Regulations, shall be towed by Kauff's Towing- Transportation Co., 772-466-0800.

**4.7** A commercial vehicle shall be parked only while a vehicle is in the process of being loaded or unloaded, or when repairs are being made to the Common Elements or to a Resident's Unit during the business hours of 9:00 a.m. to 5:00 p.m. After-hours parking shall be permitted for a commercial vehicle when completion of work is necessary or when emergency repairs are being performed to the Common Elements or to a Resident's Unit.

**4.8** Motor homes, RVs, camper vans, small box trucks, small utility trailers, small travel trailers, or small-boat trailers, shall be allowed to park occasionally for the express purpose of loading or unloading for a period not to exceed 24 hours. These vehicles must occupy only a single parking space and must comply with the Rules and Regulations, including other parking rules.

**4.9** Residents who drive branded (business signage) commercial drive-home vehicles are not permitted to park on the Common Elements, unless the signage is removed (for example, a magnetic sign) or the signage is covered (a blank magnetic sign).

**4.10** Repair or maintenance of a vehicle that is typically performed in a garage shall not be permitted on the Common Elements. Checking and replacing fluids (oil changes are not permitted), replacing a battery, replacing a light, changing a flat tire, and washing or waxing a vehicle are examples of simple or routine vehicle operator tasks that shall be permitted. Vehicle shall be washed at the designated wash station in each Building's parking area.

Resident shall ensure that water is shut off after washing the vehicle, and shall report a malfunction of the wash station equipment (or any other maintenance problem on the Common Elements) to the Property Manager. A problem that demands immediate action – an emergency such as a broken water line – warrants immediate notification to the Property Manager, the maintenance person, or a Director – someone who accepts responsibility to take prompt action to resolve the problem. Call Elliott Merrill at 772-466-2630, 24-hours-a-day to report an emergency maintenance problem. A live person will answer the call during normal business hours, after-hours, holidays, and weekends.

## 5.0 Use of the Pool-Pavilion

**5.1** The swimming pool-pavilion is for the exclusive use of Residents, their families, and their guests.

**5.2** All persons using the pool shall do so at their own risk. No lifeguard is on duty at the pool. Call 911 for emergency assistance.

**5.3** Persons using the pool must shower before entering the pool.

**5.4** Scuba equipment is not permitted in the pool.

**5.5** No pets shall be permitted in the pool-pavilion area, including the area that surrounds the pool-pavilion, which is bordered by the marina boat docks and Buildings 6, 8, and 10 (Rule 6.5).

**5.6** No glass containers shall be permitted within the fenced pool-pavilion area, that is, no glass containers shall be permitted in the pool, on the pool deck, or under the pavilion. The consumption of food or drinks in the pool is not permitted.

**5.7** Persons who are incontinent or who are not toilet trained shall not use the pool.

**5.8** Children under 16 years of age shall be supervised at all times by an adult present at the pool-pavilion and mutually agreed upon by the supervising adult and the child's family.

**5.9** The Resident shall ensure that family and guests abide by the pool-pavilion rules.

**5.10** Running on the pool deck, diving into the pool, or jumping into the pool shall not be permitted.

**5.11** Overly aggressive behaviors and unnecessarily loud music from an electronic device, such as a radio, shall not be permitted. Common sense and courtesy are good guidelines in sharing the pool-pavilion (and the Common Elements in general).

**5.12** Bathing load: 15 persons at one time.

**5.13** A Resident can reserve the pavilion and the grill (Rule 3.4) for private events (birthday parties, etc.) or community functions (sip-and-dips, etc.) on a first-come, first-served basis. The Resident host must make reservations with the President and provide details about the event; the Resident host is responsible for cleanup after the event. Some activities may require proof of insurance coverage or other requirements to protect the Association. Compliance with all applicable Rules and Regulations is required.

**5.14** Pool-pavilion operating hours are sunrise to sunset and shall be closed outside those hours. Whenever the pool is covered, the pool-pavilion shall be closed. The grill shall not be used for cooking when the pool is closed (Rule 3.4). Pool rules are in compliance with applicable St. Lucie County ordinances.

## **6.0 Pets**

**6.1** A Resident shall be permitted to keep two (2) common household pets (bird, cat, or dog) in the Unit; no reptiles shall be permitted. The pet limit has been Grandfathered to allow a Resident with three pets to keep them as an exception to the rule. Dogs are weight-limited to 30 pounds each; the weight limit has been Grandfathered to allow a Resident with a dog(s) that exceeds the weight limit, to keep the dog as an exception to the rule.

Thus, exceptions to two specific pet rules can be granted to permit the pets to remain on the Condominium Property. No other exceptions to other pet rules shall be granted.

Grandfathering is a term for a one-time exception to a rule and is limited to a specific pet that is owned by the Resident and resides in the Resident's Unit. An exception is not transferable and an exception shall not be granted for a future pet. For example, if a Grandfathered pet is sold, lost, or passes away, the exception ends. The Resident shall not be permitted to replace a Grandfathered pet with a pet that does not comply with the pet rules. The deadline to request an exception: September 21, 2016. No exceptions shall be granted after this date.

Requests for reasonable accommodations for service dogs or assistance animals shall be considered in accordance with the law under guidelines of the U.S. Department of Housing and Urban Development.

Invited guests and their pets are permitted only if *2016 Sands I Rules and Regulations* are obeyed, including the pet rules.

**6.2** *All Residents who have pets, including service dogs or assistance animals, must have a Pet Registration on file with the Association.* Any Resident who currently has an unregistered pet or who acquires an unregistered pet shall deliver immediately a completed Pet Registration to the Property Manager by United States Postal Service (USPS) certified mail, return receipt requested. The Pet Registration can be delivered by hand to the Secretary. After the Board or the Property Manager confirms that the Pet Registration is accurate, and that the pet is in compliance with pet rules, the Board will approve in writing that the pet can remain on the Condominium Property. A pet that does not comply with the pet rules shall not be permitted to remain on the Condominium Property (Rule 7.1).

The registration information shall be used to know what Units house pets and that the pets comply with applicable rules, to help ensure that pets are not overlooked during an emergency, to aid identification of a pet that has inadvertently escaped a Unit, and to maintain a record of Grandfathered pets. Failure to provide the required Pet Registration, failure to provide complete and accurate pet information, failure to comply with the Sands

I pet rules, or failure to comply with St. Lucie County Animal Ordinances can result in removal of the pet from the Unit and from the Condominium Property. The Resident must make a pet available for inspection, as requested by the Board or the Property Manager, to confirm or to update the accuracy of the Pet Registration.

**6.3** St. Lucie County has a broad and well-defined code of animal ordinances that are applicable to our community. They include, but are not limited to, ordinances against repetitive barking, whining, howling and other nuisance behavior; vicious dogs; failure to vaccinate pets; failure to remove pet feces; and damage to property. Penalties for violations are substantial, and can include fines, court appearances, and the removal of a pet from a Unit and the Condominium Property. Trained and experienced animal control officers shall be called upon for enforcement of animal ordinances in our community.

**6.4** A “pet-lives-here” decal shall be provided for the Resident’s front entrance door by the Property Manager. Local emergency response agencies including Sheriff, Fire, and Emergency Medical Services appreciate that the information shall be readily available to responders so they shall not be surprised by the presence of a pet, especially if the Resident is not present or is unable to communicate with responders during an emergency. Moreover, knowledge of a pet’s presence might allow responders, for example, to attempt to rescue the pet in an emergency.

**6.5** Whenever a pet (dog or cat) is outside the Unit, it shall be leashed and shall be under control of the Resident, who must always be present when the pet is outside the Unit. No pet shall be secured by a leash, rope, wire, chain, or other means to Condominium Property or to a stake in the ground, or to any other device aimed to constrain the pet outside the Unit

in the absence of the Resident or another person who is responsible for the pet. Pets should not be curbed on walkways, driveways, or parking areas. No pets shall be permitted in the pool-pavilion area, including the area that surrounds the pool-pavilion that is bordered by the marina boat docks and Buildings 6, 8, and 10 (Rule 5.5).

**6.6** Resident immediately shall remove his pet's feces from the Common Elements. Pet feces or any other waste (paper, chemicals, plastic bottles, soda cans, etc.) shall not be deposited in the open street drains that flow into the lake and into the Indian River Lagoon.

**6.7** No Resident shall be permitted to have a pet that is bred for illegal or commercial purposes (to sell offspring).

## **7.0 Rental, Lease, Mortgage, or Sale of Unit**

**7.1** It is incumbent upon the Unit Owner to ensure that the Association is informed beforehand about each and every transfer of the Unit. Failure to notify the Board for approval of a rental, lease, mortgage, sale, or guest resident, or failure to present a complete and accurate Resident Application, or failure to pay the Resident Application fee is a violation of the Condominium Documents and the Rules and Regulations, and cause to disapprove the transfer and the Resident Application.

Before any Unit can be rented, leased, mortgaged, or sold, a Resident Application must be completed and returned to the Board; a guest resident must submit a Resident Application and pay the fee. The Resident Application must include a copy of the signed rental, lease, mortgage, or sales agreement, and must include a check for \$100. Make check payable to: The Sands, A Condominium, Section 1 Association, Inc. The application fee is nonrefundable.

Send the request to the Property Manager by certified USPS mail, return receipt requested. The request can be delivered by hand to the Secretary. Within 15 days after receipt of the request, the Board shall either approve or disapprove the request. Failure of the Board to respond within 15 days shall constitute approval of the request.

A prospective Resident, who has a pet(s) that will also reside in the Unit, must include a completed Pet Registration with the Resident Application, or the transaction shall not be approved. Pets that do not comply with the pet rules shall not be permitted on the Condominium Property (Rule 6.2).

**7.2** No Owner may rent or lease the Unit for a term of less than 30 days. The Owner or his agent must provide final written (mail, hand delivery, or email) confirmation of the rental or lease to the Property Manager or to the Secretary no less 48-hours prior to the time of occupancy.

**7.3** Rental, lease, or sales agreement must contain a statement, “Said lessee [renter, buyer, or guest resident] further agrees to be governed by Rules and Regulations of The Sands, A Condominium, Section I Association, Inc.”

**7.4** Rental agreement of a Unit is subject to the provisions of Article XV of the Declaration of Condominium of the Sands, A Condominium, Section I, with regard to approval of the Board, and the Certificate of Amendment to Article XV, recorded May 26, 2004.

## **8.0 Assessment and Maintenance Charges**

**8.1** Payment of assessments shall be made at such place as the Board may direct. Any such payments made by check shall be made payable to The Sands, A Condominium, Section I Association, Inc. All payments of monthly installments of annual assessments are due and payable on or prior to the first day of each month, and payments are subject to interest charges upon failure to make any such payments when due and payable.

**8.2** Liens shall be filed for nonpayment forty-five (45) days after a special assessment or monthly maintenance fee is due and shall not be released until payment is made in full, including all interest charges and attorney’s fees for the collection of such liens.

## **9.0 Matters Involving the Association**

**9.1** No Resident shall attempt to supervise, to direct, to assert control, or to interfere with any independent contractor hired by the association or an employee of the Association, or an employee of the property management company, while that person is performing work for the Association. This rule is necessary to allow personnel, especially maintenance personnel, to complete work as determined and as directed by the Association or the Property Manager.



**9.2** A Resident, who hires an independent contractor who sometimes performs work for the Association, hires that independent contractor at the Resident's own risk. A Resident who wants to arrange for such private work shall not negotiate or discuss such private work during periods when the independent contractor is performing work for the Association. In no way, shall the Association be responsible for such private work or for any dissatisfaction by the Resident with the results of such private work.

The property management company employs the Association's maintenance person, who is supervised by the Property Manager. To ensure that work is focused on the Association and prevent a conflict of interest, the maintenance person is not permitted to give advice to Residents about their private maintenance problems and he is not permitted to do private work for Residents in Sands I. These are conditions of his employment. Please avoid putting him in an uncomfortable situation by failing to adhere to this rule.

**9.3** The Association or any agent of the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements, or at any time as may be necessary for a repair or for an inspection to prevent damage to the Common Elements or to another Unit. Generally, entry will be made by notice with the Resident, but entry can be made without notice or permission, especially in an emergency. Each Resident does hereby appoint the Association and any agent of the Association as his or her agent and agrees that the Association or agent of the Association shall not be liable for any alleged property damage or alleged theft caused or occurring on account of entry.

**9.4** The Association shall retain a passkey(s) to each Unit. No Resident shall alter any lock or shall install a new lock on any door leading into the Unit without providing the Association with a key(s) for the use of the Association. Any Resident who has installed a combination door lock must provide a combination or a special key to the Association that provides access to the Unit. Owners, who have installed shutters that require a key to open them on their respective Units, must provide the Association with a key that opens the Unit's shutters.

**9.5** Complaints about the property management company, Property Manager, Directors, maintenance person, or Residents shall be made in writing to the Board.

**9.6** Rules and Regulations shall be changed, shall be repealed, or new ones shall be added by the Board.

**9.7** The failure of the Board to act in any particular instance in which any of the Rules and Regulations or the Association Bylaws are violated shall in no event constitute a waiver of the right to fully enforce such a violation at any time in the future and no Resident shall be entitled to maintain a Claim of Waiver or Estoppel against the Association simply because of a violation which has continued to any period of time.

**9.8** Violation of the Rules and Regulations shall be brought to the attention of the Resident. If the Resident is a renter, lessee, or a guest resident, the Unit Owner shall be notified (Rule 2.3 and Rule 3.6). The Property Manager or a Director shall deliver the communication in person, by email, by letter, or by telephone. The first communication shall be to confirm the validity of the violation with the Resident and if the violation is confirmed, then a demand shall be made that the violation shall cease immediately.

**9.9** If the violation does not cease after the first notice, a follow-up letter shall be sent by the Property Manager to the Owner by USPS certified mail, return receipt requested; a copy of the letter shall be sent by first-class USPS mail. If applicable, a copy of the letter shall be sent to the Resident by USPS mail or delivered by hand. The letter shall cite the violation and demand that the violation shall cease immediately.

**9.10** If the violation does not cease after the second notice, a follow-up letter shall be sent by the Property Manager by USPS certified mail, return receipt requested; a copy of the letter shall be sent by first-class USPS mail. If applicable, a copy of the letter shall be sent to the Resident by first-class USPS mail or delivered by hand. The letter shall be a warning that if the violation does not cease immediately, legal action shall be taken.

**9.11** By amendment to the By-laws of the Association recorded August 8, 1995, and by the current Florida Statutes, Chapter 718 Condominiums, the Board can implement a fining procedure that shall allow fining Owners up to \$100 per day for a violation of the rules, and for each day of violation, up to \$1,000 in the aggregate.

## 10.0 Board Meetings

**10.1** Unit Owners may record Board meetings. Visual or audio recording equipment, which produces distracting sound or light, shall not be used during a Board meeting. Anyone recording a meeting shall not be permitted to move about the meeting room with a device to make the recording. The Board shall specify where the equipment shall be positioned in advance of the meeting. After the equipment is in position and the meeting has begun, no adjustments to the equipment shall be permitted. Recording devices shall be turned on at the start of the meeting and shall be turned off at the conclusion of the meeting.

## 11.0 Definitions

**11.1** “Assessment” means a share of funds required for the payment of Common Expenses.

**11.2** “Association” means the “The Sands, A Condominium, Section I Association, Inc.,” a Florida corporation not-for-profit, responsible for the operation of the Condominium, also known as “Sands I.”

**11.3** “Board” means the Board of Directors of the Association

**11.4** “Common Elements” means all land and all other portions of the Condominium Property not included in the Units; “Limited Common Elements” are those Common Elements reserved for the use of a specific Unit or Units to the exclusion of other Units.

**11.5** “Common Expenses” means the expenses for which the Unit Owners are liable to the Association ... and includes operations, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance and such other insurance as is required ... and any other expenses designated as Common Expenses by the Board.

**11.6** “Community Association” means the “The Sands Community Association,” which is comprised of the six different sections: Lakeshore, Riverpointe, Riverside, Riverwalk, Sands Section II, and Sands I. The sections fund the community association and representatives from these six sections comprise the community association’s board. The community association is responsible for the shared common elements of the community-at-large, including, but not limited to, the maintenance and repair of the main road, guard house, front gate, lake, beach access and perimeter fencing.

**11.7** “Condominium Documents” means in the aggregate, the Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws of the Association, and all of the instruments and documents referred to therein and all amendments thereto.

**11.8** “Condominium Property” means the Land and all improvements thereon (including the Units) and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**11.9** “Grandfathering” is defined by *Black’s Law Dictionary* as “an exception to a restriction that allows all those already doing something to continue doing it even if they would be stopped by the new restriction.”

**11.10** “Unit” is that part of the Condominium Property, which is subject to exclusive ownership.

# NOTES

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# NOTES

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The Sands,  
A Condominium,  
Section I Association,  
Inc.

Property Management:



**Doug Eisinger, CAM** — *Property Manager*

**Holly Leide** — *Administrative Assistant*

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