**REGULATIONS**

**SANDY COVE 2 ASSOCIATION, INC.**

Effective October 27, 2022

Sandy Cove 2 is a very special place and we all share responsibility for its care. To enhance and protect our enjoyment as a community, the Board of Directors of Sandy Cove 2 Association, Inc. has adopted the following Regulations as it is empowered to do under the Florida Condominium Act.

Please ensure that your guests, tenants, visitors or immediate family members are made aware of these Regulations to avoid unnecessary problems. Any owner leasing their unit shall post a copy of these documents in a prominent place within the unit and provide a copy of same to any real estate agent leasing the unit.

**A. DEFINITIONS**

* **Owner:** The owner of a Condominium parcel.
* **Tenant:** A person that occupies a unit for thirty (30) days or more within a twelve (12) month period regardless of whether there is a lease between the owner and occupant, regardless of whether the owner receives remuneration from the occupant for the right to occupy the unit or regardless whether the owner is present.
* **Guest:** A person that occupies a unit less than thirty (30) days when an owner or an immediate family member of an owner or a tenant is present.
* **Visitor:** A person who is invited to a unit by an owner or an immediate family member of an owner or a tenant, but does not occupy the unit overnight.
* **Immediate family member of an Owner:** Owner’s spouse or parents, grandparents, children, grandchildren, or siblings of owner or owner’s spouse.

**B. AUTOMOBILES AND MOTORIZED VEHICLES**

1. Only one (1) registered vehicle is allowed on the property for each licensed driver up to a MAXIMUM OF two (2) registered vehicles per unit. However, an Owner that only has one vehicle may loan their second unused parking space to an Owner with a third vehicle for a period not to exceed one year with prior notification of the Board and Board approval.
2. Vehicles must be properly muffled so as not to disturb residents of Pass Key Road.
3. Vehicles of owners, tenants, immediate family members and guests may not carry commercial signage. Vehicles of visitors and contractors actively working on the property may carry commercial signage.
4. Vehicles carrying commercial equipment or unsightly loads may not be parked on the property and will be subject to towing after one written warning. The sole exception being those vehicles of contractors actively working on the property.
5. Maximum vehicle speed is 15 mph. Please use caution. The road is also a walkway.

**C. PARKING**

1. Parking is ONLY for owners, tenants, visitors, guests, immediate family members or contractors actively working for the Association or an owner.
2. The Association will provide to owners the appropriate parking placards to be displayed at all times by owners, tenants, guests, visitors, immediate family members and contractors. The only exception is that owners who are or will be in residence for more than ninety (90) days in a calendar year are not required to display a parking placard. If a vehicle is not displaying the appropriate parking placard it may be towed from the property at the discretion of the Board or the management company.
3. Boats, trailers, box trucks or vehicles with more than 6 wheels are not allowed on the property except for work being done on behalf of the Association or Pass Key Association.
4. Vehicles must be able to fit in their assigned space. Vehicles should not overhang the roadway.
5. Because of the narrow width of the guest parking area, in order to maximize the number of vehicles that may be accommodated, all vehicles shall be angle parked at as steep an angle as possible and pulled up as close as possible to the tree line to limit their projection onto the paved roadway.
6. The unassigned spaces are designated for Sandy Cove 2 visitors and guests but may be used for second vehicles belonging to owners or tenants. Owners shall ensure that visitors and guests are parked in the specified Guest Parking area.
7. Any vehicle parked on condominium property is at the sole risk of its owner. The Association is not responsible for any loss, destruction, theft or damage to such vehicles.

**D. PETS**

1. Owners may maintain a maximum of two (2) dogs and cats as pets. An owner may maintain one (1) cat or one (1) dog, or one (1) cat and one (1) dog, or two (2) cats or two (2) dogs. Tenants, guests and immediate family members may not have pets.
2. Dogs must be on a leash at all times outside the unit. Owners must clean up after their pets immediately. If this responsibility is ignored, the Board has the authority to have the animal removed from the property.
3. Owners are responsible for any damage to common elements caused by their pets. If pets are allowed to become a nuisance, the Board will act to ensure that they are removed from the property.

**E. BUILDINGS**

1. No structural changes/repairs of any kind, exterior or interior, shall be made without application to the Board and Board approval. Further, any such changes must comply with the provisions of Article 6 of the Declaration of Condominium which, by reference is incorporated herein as if written out in full.
2. Common hallways and stairwells outside the units are not to be altered in any way or without Board approval. Materials or personal effects are not to be left in the hallways and are subject to removal.
3. No antennae, satellite dishes, wiring or structures may be installed on the exterior walls of the building without Board approval. No signs or hangings of any kind are to be displayed which are visible from common elements. An owner may have a welcome sign, plaque, or discreet decorative element at or on the entrance door. No other signage is allowed.
4. The Board reserves the right to order the removal of decorations on porches, balconies, patios or terraces which are not in keeping with or consistent with the décor of the condominium. The sole exception is holiday decorations as long as they are removed in a timely manner. Any such illuminated decorations must be turned off by 11:00 p.m.
5. Any expense incurred by the Association to correct a violation of items 1, 2, 3 or 4 above will be at the owner’s expense.
6. Balconies, terraces, patios and porches are not to be used as storage areas for keeping trash or recycle baskets, nor for hanging laundry or displaying anything unsightly. The Association reserves the right to require the removal of any porch, balcony, terrace, patio or hallway furnishings visible from the outside or from other units which are not in keeping with or consistent with the appearance of Sandy Cove 2.
7. Nothing shall be placed on the top of patio walls or balcony railings.

**F. GARBAGE & RECYCLABLES**

1. One numbered in-ground garbage container is assigned to each unit. All garbage should be bagged and the lids closed to keep out rain and animals. Any excess garbage which does not fit into the closed container must be bagged and, if possible, put out beside the container only on the morning of garbage pickup. No garbage or trash shall be left on the ground adjacent to any recycle bin.
2. Residents can request a special pick-up from the garbage service for Christmas trees, appliances, TV’s, etc.
3. Recycle bins are located within the fenced enclosure at the west end of the guest parking area. Corrugated boxes must be flattened and put in the bin designated for paper. County ordinance requires recycling of designated items. If you do not know what is to be recycled, request recycle brochures from Waste Management (941-924-1254).

**G. GROUNDS**

1. All grounds and plantings are maintained by the Association. Without prior notification of the Board and Board approval, no owner, tenant, guest, visitor or immediate family member may do any gardening on the common element property. The exception to the foregoing is that an owner may plant small annuals not to exceed 12” in height in the immediate proximity to their unit. The Board may remove plantings that are deemed objectionable. Any such plants not cared for during extended periods shall be removed and disposed of by the Association.
2. No cutting, pruning or removal of any tree, branch or plant material shall be undertaken by anyone without prior notification of the Board and Board approval.
3. Owners, tenants, guests, visitors or immediate family members may not give instructions of any kind to the Association’s contractors or groundskeepers.
4. Owners may have container plants on their balconies, patios or terraces provided they are properly maintained and do not negatively impact adjacent units by lack of drip pans, excessive watering, dead plants, etc.
5. Bird feeders which cause bird droppings and scattered bird seed are not allowed on second floor balconies.
6. No personal materials such as lawn furniture, fishing gear, toys, etc. are to be left on the grounds without Board approval.
7. No stepping stones or patio blocks will be allowed on the ground without Board approval.
8. The recreational area for Sandy Coves 2, 3, and 4 is the Clubhouse and the area surrounding it and is governed by Pass Key Association rules, which are contained in a separate document and are available to all owners.
9. The south end of the pier is owned by Sandy Cove 1. The north end and sidewalk surrounding the sea pool is owned by Pass Key Association. The use of the pier is shared.
10. All children must be accompanied by an adult while on the pier and appropriately supervised.
11. No bicycles, skateboards, roller blades, scooters or similar items are allowed on the waterfront and no “horseplay” is allowed on the pier or concrete areas.
12. Dogs must be on a leash at all times and not allowed to create a nuisance.
13. Access to the water off Sandy Cove 1 beach is provided by a four foot easement on the sand area adjacent to the east side of the pier. Owners, tenants, guests, visitors and immediate family members of Sandy Cove 2 may use the beach only below the mean high water line, which is basically the wet sand.
14. Each owner assumes responsibility for their own safety and that of their immediate family members, guests, visitors, tenants, agents and contractors. Owners are responsible for the actions of their tenants, immediate family members, guests, visitors, agents and contractors while on condominium property whether accompanied or not.
15. The swimming pools of Sandy Cove 3 and 4 may not be used by Sandy Cove 2 residents without specific permission of those Associations or one or more of its owners.

**H. DISTURBANCES**

Activities that disturb others will not be tolerated. There is a Sarasota County noise ordinance.Complaints should be referred to the management company or the Sheriff’s office.

**I. ACCESS TO UNITS**

With advance notice (except in emergency) the Association or its agent shall have the right to enter a unit at any reasonable time for the purpose of maintenance, inspection, repair or replacement of such elements of the unit which may cause damage to the building or other units, such as plumbing, electrical system, roof or air conditioner units. Entry may be required in some cases where common elements are accessible from within a unit. Entry may be required to determine compliance with the Condominium Act, Declaration of Condominium, the Bylaws or these Regulations. For this reason if any owner or tenant changes their door lock, a copy of the new key must be immediately provided to the Association. Failure to do so may require the service of a locksmith at the owner’s cost or, in an emergency, forced entry also at the owner’s replacement cost and to which they shall have no recourse.

**J. VISITORS**

1. Visitors may park on the property only when actually visiting or conducting business with an owner, tenant or immediate family member. They are not allowed use of the recreational facilities unless accompanied by their host.
2. For the safety and security of all residents, persons on the Sandy Cove 2 property unaccompanied by an owner may be asked to identify themselves and explain their presence.

**K. GUESTS**

1. No Board approval is required for occupancy by a guest.
2. Guests are to use guest parking as marked by signs.
3. For the safety and security of all residents, persons on the Sandy Cove 2 property unaccompanied by an owner may be asked to identify themselves and explain their presence.
4. Guests may not have pets.

**L. IMMEDIATE FAMILY MEMBERS**

1. An immediate family member information form must be submitted by the owner to the management company three (3) days prior to the occupancy of an immediate family member if the owner will not also occupy the unit. Forms may be obtained from the management company. No Board approval is required for occupancy by an immediate family member.
2. An immediate family member may use the assigned unit parking space if available or use guest parking as marked by signs.
3. For the safety and security of all residents, persons on the Sandy Cove 2 property unaccompanied by an owner may be asked to identify themselves and explain their presence.
4. Immediate family members may not have pets.

**M. TENANTS**

1. Tenants, regardless of the length of their stay, must abide by the Sandy Cove 2 Regulations and Pass Key Association Rules. It is the responsibility of the owner or their agent to provide a copy of the Sandy Cove 2 Regulations and Pass Key Association Rules to the tenants.
2. Tenants shall be provided by the owner or their agent full details about parking, beach/pier privileges, location of garbage can and recycle bins, lock functions of unit entrance door, rules for Clubhouse use, location of laundry facilities and general responsibilities of the Sandy Cove 2 condominium lifestyle.
3. For the safety and security of all residents, persons on the Sandy Cove 2 property unaccompanied by an owner may be asked to identify themselves and explain their presence.
4. Tenants may not have pets.

**N. LEASE**

1. Any lease of a unit by a tenant must have Board approval prior to occupancy. Any occupancy of a unit during the absence of the owner, other than by an immediate family member, is considered to be a lease regardless of the financial arrangements, therefore requiring Board approval. Any owner who misrepresents a tenant as a guest or immediate family member will be reported to the State of Florida for further investigation.
2. A completed application and a $100 application fee for the lease of a unit must be submitted by the owner to the management company at least ten (10) business days prior to the occupancy date. Board approval must be received prior to occupancy by any tenant. Applications may be obtained from the management company. The completed application and the application fee should be returned to the management company.
3. A unit may be leased for no less than a thirty (30) day period (except for February, which can be 28 or 29 days) and no more than 3 times in a 12 month period. NO TRANSIENT TENANTS SHALL BE ACCOMMODATED.
4. Leased one-bedroom units may not be occupied by more than two (2) persons and leased two-bedroom units by more than four (4) persons.
5. An owner who leases their unit relinquishes their right to the use of the common elements and all amenities associated with Sandy Cove 2 and Pass Key Association (e.g., use of the Clubhouse, pier, parking, etc.), unless they continue to occupy the unit.
6. Window displays, “For Lease” signs or other advertising shall not be permitted on the property.
7. Sandy Cove 2 is a residential community. A unit may be used as a residence ONLY and for NO other purpose.

**O. SALE**

1. A completed application and a $100 application fee for the sale of a unit must be submitted by the owner to the management company at least ten (10) business days prior to the sale. Board approval must be received prior to occupancy by any new owner. Applications may be obtained from the management company. The completed application and the application fee should be returned to the management company.
2. For Sale signs, window displays or other advertising shall not be permitted in any part of the condominium. The single exception is the placing of a For Sale or Open House sign directing people to the unit for one weekend or two days only per week.

**P. ENFORCEMENT OF THESE REGULATIONS**

1. The Board of Directors has the responsibility and authority to enforce these regulations for the benefit of all residents through the management company and in compliance with 2020 Florida Statutes, Title XL, Chapter 718 Part III, which by reference is incorporated herein as if written out in full.
2. Any costs associated with enforcement will be paid by the respective owner.
3. In accordance with Florida law, a fine not to exceed $100 per violation or not to exceed the aggregate of $1000 may be levied.