

Prepared by Rachel Orey - President  
PO Box 560195 Rockledge, FL 32954

## COLLEGE OAKS CONDOMINIUM ASSOCIATION RULES & REGULATIONS-Revised January 2024

### 1. Owner/Tenant Requirements:

All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants, and leases:

- A. Unit Owners have an obligation to familiarize themselves with the current College Oaks Condominium Docs and Rules & Regulations of the College Oaks Condominium Association. All owners MUST supply current copies to each tenant/lessee.
- B. These Rules and Regulations will be reviewed periodically by the Board of College Oaks Condominium Association, Inc. and amended as necessary to better serve the membership.
- C. Owners are responsible for the proper operation of their Air Conditioning unit, including the proper drainage of the A/C condensate drain line, and are liable for all damages that occur to other units for any condensate overflow.
- D. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee.
- E. Pursuant to Section 4 of the By-Laws, the Association shall have, through its Board of Directors, the right to assess fines and penalties for the violation of these Rules and Regulations.
- F. Complaints should be reported in writing to the Board of Directors of the Association. Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.
- G. Disagreements concerning complaints will be presented to the Board of Directors of the Association for adjudicated and appropriate action, with enforcement by civil legal process, if necessary. All legal costs will be the responsibility of the owner.
- H. No unit shall be used for any purpose other than a single-family residence or dwelling.
- I. There are no restrictions with regards to children in residency, except children who are visiting will conduct themselves in accordance with the Rules and Regulations under parental or guardian supervision.
- J. Unit owners, guests, invitees, or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association. Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.

Re-recorded to address typo.

## 2. Leasing/Renting:

- A. Unit owners may not rent or lease their unit for less than one (1) year to any one tenant.
- B. Copies of all rent/lease agreements along with all Association forms, and tenant(s) identification information must be provided to the Board of Directors of the Association Prior to occupancy by the tenant(s).
- C. No owner, lessee, or other occupant of a condominium unit shall use the unit for other than single family residence purposes in accordance with the Declaration of Condominium.
- D. The Association will retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board of Directors of the Association. In the event such consent is given, the unit owner shall provide the Association with a key for the use of the Association pursuant to its statutory right to access to the premises.

## 3. Visitors:

- A. A 'Day Guest/Visitor' is one that stays for a short period of time with the resident on property for the day. An 'Overnight Guest/Visitor' is one that will be staying with said resident overnight within the unit for no longer than seven (7) consecutive days, and not for more than 21 days within a calendar year. Any guest/visitor that stays longer than the 21 days must be added to the lease.
- B. The unit owners are responsible for their lessees, guests, and invitees. All agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Board of Directors of the Association for the use thereof.

## 4. Parking:

- A. Parking spaces, assignments and usage shall be determined by the Board of Directors of the Association.
- B. Each unit is assigned one resident parking space. Only that resident may use that space. Other spaces are marked for Visitors.
- C. Residents with two or more vehicles must park their second (or more) vehicles in the furthest Visitor spaces at the west end of building 1802; north end of building 1804; southwest spaces of building 1806 along the fence. All Visitor spaces directly in front of buildings are for 'Day Guests/Visitors' parking ONLY. Violators will be given one (1) written warning. Further infractions will result in the vehicle being towed at the owners' expense.
- D. All vehicles parked in the grass or in unauthorized spaces will be towed at the owners' expense. Violators will be given one (1) written warning. Further infractions will result in the vehicle being towed at the owners' expense.



- E. Vehicles that have oil leaks are not permitted on property and is the responsibility for the cleaning of that space.
- F. No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery and other commercial services. Automobiles shall be parked only in the parking spaces established for such purpose. Inoperable vehicles are not permitted to be stored or parked on the common elements. Violators will be given one (1) written warning. Further infractions will result in the vehicle being towed at the owners' expense.

## 5. Noise & Safety:

- A. As required by the City of Cocoa Fire Marshall/Safety Inspector, all units are required to have a tested functional fire extinguisher and smoke detectors within the unit. Specifically, the fire extinguisher must be of the exact type 2A10BC and must be inspected yearly, tagged, and every six (6) years hydrostatically tested by a licensed company. All unit owners are to communicate those validations along with proof thereof to the Association in writing due by January 10th of each year. (Either emailed or via USPS) After the 10<sup>th</sup> day of January, owners not in compliance will receive one written warning; then will be referred to the Association attorney for compliance. All attorney fees will be billed to that owner.
- B. Smoke detectors must always be installed and kept in good working order. Frequently checking/changing its batteries.
- C. All occupants of units shall exercise due care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may tend to disturb other occupants. Designated "quiet" hours are 10:00pm to 7:00am. For serious annoyances, please contact Non-Emergency Cocoa Police at: (321) 639-7620. You may also email the Board of Directors: [collegeoaksboard@gmail.com](mailto:collegeoaksboard@gmail.com).
- D. All construction noise may only take place Monday-Friday 8am-6pm & Saturday/Sunday 10am-6pm
- E. No Grills are permitted on the property. No one shall permit any activity or keep anything in a condominium unit, storage area or the common elements which would be a fire or health hazard or in any way tend to increase insurance rates.
- F. No fishing is permitted in the lake.
- G. Do not feed wildlife.

## 6. Appearance & Common Areas:

To maintain a uniform and pleasing appearance of the exterior of the buildings; the following shall apply:

- A. No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface.
- B. No occupant may place any sunscreen, blinds, storm shutter or awning on any balcony or exterior opening without first securing written approval of the Board of Directors of the Association prior to installation. No occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements without first securing written approval of the Board of Directors of the Association prior to installation.
- C. Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with written consent of the Board of Directors of the Association.
- D. No clothing, bedding, mops/brooms, or other similar items, shall be dried, aired, or stored on any outdoor area or any limited common element if same can be seen from the common elements.
- E. Balconies and porches are not to be used for storage. Patio furniture in good repair and plants in good appearance are acceptable.
- F. No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the governing board and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the building. All draperies visible from the exterior of the building shall be white or off-white color or shall have white or off-white linings. No blankets, bedsheets, foil, or plastic sheeting may be used in sliders or windows at any time.
- G. Only one (1) flower wreath or of like, in good condition is permitted on the front door. Anything else will need written approval from the Board of Directors of the Association. Nothing may be in the windows.
- H. Bicycles and other similar vehicles may be operated on the premises. Bicycles may not be kept on entry porches, nor back porches.
- I. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements or in his respective unit, if such sign may be seen from any portion of the common elements.
- J. No occupants may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or common elements; or any of the foregoing without prior written consent of the Board.
- K. Owners are responsible for leaving the common elements used in a clean condition. Frequent violators may have this privilege revoked by the Board of Directors of the Association.



- L. Food and beverages may be consumed in the common elements at the personal discretion of the owners.
- M. No alcohol may be consumed, nor glass containers may be used in the common elements.
- N. There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board of Directors of the Association.

## 7. Pets:

- A. All owners are responsible for their and their lessees and/or lessees guests' pets on property. Unit owners shall be permitted to keep two (2) domestic animals in total, only if such animals do not disturb or annoy other units' owners and weigh less than 25 pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the unit owner's unit and shall not be tied up or left outside or on limited common elements unattended.
- B. All residents that have a dog must first register a said dog with the Board of Directors of the Association and it's contracted DNA Company before the dog comes on property. The DNA Test will be paid for by the unit owner and is non-refundable. At the current rate of the Company's fee. In the event of a violation of not cleaning up after an animal, and the Company provides evidence, that unit owner will be charged the testing and sample fees for each occurrence. Additionally, are subject to attorney fees and fines. Failure to have dog(s) registered will force the Board of Directors of the Association to seek legal council to have the dog(s) removed at the unit owner's expense.
- C. If, in the sole judgement of the Board of Directors of the Association, it is determined that a pet is causing excessive disturbances and annoyance to other occupants, the owner will be mandated to remove said pet from the unit and the property.
- D. Pets will not be allowed in the swimming pool area.

## 8. Swimming Pool & Common Areas:

- A. Owners, their families, lessees, and guests using the swimming pool do so at their own risk. The swimming pool is for the occasional use of residents and their guests, abuse will be subject to action by the Board of Directors of the Association.
- B. All guests MUST always be accompanied by the resident and the responsibility thereof. Unaccompanied guests will be asked to leave, and that unit's resident is subject to loss of pool privileges.
- C. Persons using the swimming pool must read and obey the rules for use of the swimming pool and deck area.

- D. Glass containers are prohibited in the swimming pool area. One (1) commercially bottled plastic water bottle is permitted on the wet deck area, all other areas non-glass drink container(s) are permitted. NO FOOD whatsoever is permitted. Residents are responsible for cleaning up after the use of the pool. No Alcohol is permitted.
- E. Pool gates are to be kept locked and securely closed at all times.
- F. No pets of any kind are permitted in the swimming pool area. Owners will be held responsible for any damage or repairs necessary.
- G. Replacement pool keys are re-issued at a \$25 fee.
- H. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool.

## 9. Dumpster & Recycling Area:

- A. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors of the Association will direct. All disposals shall be used in accordance with instructions given to the owners by the Directors. Refuse, newspapers, and bagged garbage shall be deposited only in areas for such purposes. All containers and dumpster lids must always remain closed. Cat litter must be in a securely closed bag and disposed of in the dumpster only. No items larger than three (3) feet in width and/or height may be placed in the dumpster.
- B. Absolutely NOTHING can be left outside the dumpster at any time. You are responsible for hauling larger items away. Failure to comply will come with the financial responsibility of any charges incurred by the Association.
- C. Please do not send children to dispose of trash.

As approved by the Board of Directors  
in today's Annual Meeting - January 22, 2024

Rachel Oley - President  
January 25, 2024