

The background of the document is a vibrant tropical beach scene. In the upper right, a large palm frond hangs down. The sky is a clear, bright blue with a few wispy white clouds. The ocean is a deep blue, meeting a sandy beach at the bottom. The beach is a light tan color, and a small red crab is visible in the lower left corner. The title "RULES AND REGULATIONS" is centered in a bold, black, stylized font. Below the title, the address "SOUTHEASTER CONDOMINIUM 4841 SAXON DRIVE NEW SMYRNA, BEACH 32169" is printed in a smaller, black, sans-serif font.

# **RULES AND REGULATIONS**

**SOUTHEASTER CONDOMINIUM  
4841 SAXON DRIVE  
NEW SMYRNA, BEACH 32169**



# **SOUTHEASTER CONDOMINIUM**

## **RULES AND REGULATIONS**

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SOUTHEASTER, INC.  
CONDOMINIUM  
RULES AND REGULATIONS

Each owner or co-owner and each lessee, renter or invitee shall be governed by the following Rules and Regulations. These rules shall be posted in a conspicuous place at all times.

**1. Use of Unit.**

- A. Each unit shall be used only for the purpose of a single family residence, except as the Association may otherwise designate as provided by the Declaration of Condominium.
- B. Each unit shall be identified by a unit number and mounted in a place so approved. Owners are responsible for replacement of any damaged or destroyed identifying numbers.
- C. In the event a unit is rented, the entire unit must be rented and occupied only by the tenant and invitees. No rooms or parts of a unit may be rented. There shall be a limit of 8 people per two bedroom unit and 12 per a three bedroom unit.
- D. Unit rentals will be for not less than six (6) consecutive occupied days.

**2. Use of Balcony, Patio and Walkways.**

- A. The balcony railing shall not be used for hanging or supporting anything other than holiday decorations and must be approved by Management.
- B. The balconies and patios shall not be used as long term storage areas, except for patio furniture, which shall be kept in a condition so as not to create an eyesore. Solid bottom storage boxes must have a 4" clearance above the concrete to allow for air flow under it.
- C. In accordance with County Code 19.11.7, For other than one and two family dwellings, no Hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 10 ft. of any structure. No grills of any kind (charcoal, gas, or electric) shall be placed on any Southeaster owned furniture in the courtyard or seawall. Electric grills are permitted on balconies and patios.



D. Patios and balconies shall not be used in a manner so as to infringe on the enjoyment of surrounding units, balconies and patios.

E. Owners cleaning second floor balconies should do so after informing the occupant below and only in a manner that does not infringe or inconvenience such occupant; further such owner shall be responsible for cleaning any such debris which may fall to the patio unit below.

F. Exterior stairs, hallways and fire escapes shall be kept free of articles belonging to the unit owner or occupant, other than floor mats at the entry of the unit, except in extraordinary circumstances and upon approval of the Manager; provided, however, that there shall at no time be any blockage of stairwells, hallways and fire escapes so as to limit egress or ingress.

**3. Maintenance of Unit.**

A. Each owner shall exercise reasonable care to maintain the interior installations of his unit and to keep same in reasonable repair so as not to cause damage to any other unit.

B. Each owner shall maintain such unit's windows, screens, sliding doors, entrance doors, storm doors and exterior hardware in reasonable repair so as not to cause damage to any other unit. Locks must work on sliders, windows and doors at all times. Each unit is required to have a storm door on its main entry doorway. Storm doors are optional for third floor entry doorways. All storm doors shall meet the condominium's architectural standards, and must be installed in accordance with the applicable building codes.

C. Any portion of window coverings, including shades, vertical blinds, mini-blinds, Venetian blinds, interior shutters, draperies or panels, visible from the exterior shall be white in color and conform to specifications set by the Board from time to time.

D. Air conditioning units placed outside the units shall be installed in accordance with county codes. Drip pans must be functional.

E. The Association provides pesticide spray service on a monthly basis (not to include flea protection or treatment, which is the owner's responsibility). The Association is granted, by statute, the irrevocable right of access to each individual unit. The unit owner, not the condo association, is responsible for any damage incurred in obtaining access to the unit if the access is not allowed, Chapter 718.106(3) and 718.111(5), F.S. The Manager needs a key



to every unit for pest and emergencies or we will have one made and bill the unit owner.

**4. Alterations and Repairs of Unit.**

- A. Alteration and repair of Condominium buildings and all common areas, as defined in the By-Laws and other Condominium documents, are the responsibility of the Association.
- B. Replacement and/or installation of windows, doors, sliding glass doors, sunscreen film, screen doors and/or shutters are the responsibility of the unit owner, and shall comply with Volusia County building codes; provided, however, that the style, composition and color must conform to Board specifications. Prior to installation of any of these items the unit's owner shall give written notice and supporting documentation to the Architectural Review Committee on such forms as may be required by the Board. See Manager for forms, color specifications, style and documents required.
- C. The Association is responsible for maintaining the integrity of the common elements, including, but not limited to, the walls and roofs of each building within the complex. Any and all proposed renovations to the interior of any unit shall be submitted before the proposed renovations begin to the Manager and the Architectural Review Committee for review and approval. Said proposed renovations shall not proceed unless approved in writing by the Architectural Review Committee and the Manager. The review shall determine whether the proposed interior renovations will or are likely to adversely impact the integrity of building's common elements, such as walls and roofs, for which the Association is responsible for maintaining. The unit's owner shall be responsible for ensuring that all interior renovations to the unit comply with all applicable building codes.
- D. Any plants, shrubs or trees planted on the common areas shall be approved by the Board and become the property of the Association.
- E. Nothing shall be attached or affixed to the exterior walls any structure or tree, plant or shrub located in the Condominium's common areas without written authorization by the Manager and/or the Board. This includes, but is not limited to, brackets for flag/banner poles, screws, bolts, hooks, eyebolts, swings, hammocks, etc.

**5. Dogs, Cats and other Animals.**

- A. Owners shall be considerate of the rights of other occupants at times when housing an animal in their unit. Animals are to be kept within the unit or under control (either carried or on a leash) at all times when outside said units.

- B. Pursuant to F.S. 64E-9.008 (7) (b), no animals are allowed in the pools, courtyard, and seawall or in common areas immediately surrounding the pools.
  - C. Reasonable care is to be exercised by owners to ensure their animals do not defecate on any portion of the common areas except the designated animal activity area on the west side (excluding the immediate area of the shuffleboard court) and the exterior perimeter of the complex. Feces must immediately be picked up and disposed of in a sanitary way.
  - D. Owners shall have reasonable rights of way to walk their animals from their units to the designated animal activity area at the west side and around the exterior perimeter of the complex. However, the courtyard, the seawall, and the common area immediately surrounding the pools may not be used for access to the designated animal activity areas.
  - E. If an animal engages in excessive barking or other disruptive behavior such activity should be reported to the owner or Management and if reasonable complaints are not promptly and adequately addressed, the owner may be required to remove the animal from the premises.
  - F. Any owner shall indemnify and hold harmless the Management and the Association against any loss or liability of any kind arising out of having any animal on the Condominium property.
  - G. Volusia County prohibits dogs on the beach.
6. Use of Parking Area.
- A. Boats, trailers and recreation vehicles may be parked adjacent to the North tennis court or on the west side of Saxon in the designated parking spots. No owner or guest may live in their R.V. in the parking lot. Storage & parking of these items should be while owners are on the premises.
  - B. Any automobiles, boats, trailers, recreational vehicles or motorcycles parked on the premises shall at all times be currently registered, licensed and operational.
  - C. No trucks larger than pick-up trucks shall be parked on the property, unless on the premises in connection with authorized commercial service activity.
  - D. No mechanical work on any vehicle shall be done except as may be necessary to start a vehicle or to change a flat tire.



- E. Automobiles, boats, trailers, recreational vehicles or motorcycles may be washed only in the designated wash area adjacent to the North tennis court.

## **7. Use of the Facilities.**

- A. All facilities of the Condominium, including laundry rooms, tennis courts, shuffleboard courts, pools, recreation room, courtyard and seawall, are for the exclusive use of owners, owner's guests and registered renter occupants of said unit. Owners must be present at The Southeaster for their guest to use the Condominium facilities. Identification may be requested of any person using the above facilities to ensure that any trespassers can be evicted from the property.
- B. The entire courtyard, like all of the Condominium's common areas, is for the use and enjoyment of all owners, guests of owners, and registered renters. Notwithstanding Section 11 below, "blocking off" or "staking out" a section or a portion of the courtyard with fences, flags, furniture or other items so as to prevent persons from using, entering or crossing that section or portion of the courtyard is prohibited. Any item used to "block off" or "stake out" a section or portion of the courtyard may be removed by management.
- C. Any and all use of the premises, including common areas and facilities, shall be in such a manner as to respect the rights of other residents.
- D. Use of the recreation facilities shall be controlled by regulations issued from time to time by the Association, but in general, such facilities shall not be used so as to cause any noise or other disruptions affecting the quiet enjoyment by others between the hours of 10:00 p.m. and 9:00 a.m.
- E. No skating, skateboards, roller blades or bike riding allowed on the pool deck.
- F. All sports and games must be played within the center of the courtyard. These activities shall not be played between the sidewalks and the units.
- G. Any persons in violation of these rules, causing disruption or creating an unsafe or unsanitary condition in or around the pools or any of the facilities at any time shall leave the area immediately upon request of any owner or occupant observing such misuse. Should any such person refuse to leave, the Manager should be notified immediately, who shall be responsible for reasonably resolving the dispute.

**8. Use of Recreation Room.**

- A. The recreation room shall be locked at all times when not in use.
- B. The recreation room may only be used between the hours of 9:00 a.m. and 10:00 p.m., unless a special event has been arranged with the Manager authorizing the facility to be used beyond such time.
- C. Children under the age of 18 must be accompanied by an adult when using the recreation room. Such adult shall be fully responsible for any damage or loss of equipment during such use.
- D. Owners or occupants using the recreational room equipment shall be limited to one hour's usage when others desire to use the facilities.
- E. The Recreation room may be reserved for a private event through the Manager in advance on a "first come" basis but shall not be reserved on a regular recurring basis. An adult shall be present during any such event usage.
- F. Owners or occupants are responsible for cleaning the recreation room after use, so as to return the premises in the condition in which it was found.

**9. Use of Swimming Pools.**

- A. There is no lifeguard on duty. Each owner or occupant is responsible for his or her own safety, and for the safety of their minor invitees, in and around the pools.
- B. Children under twelve (12) years of age must be accompanied by an adult.
- C. Children in diapers should use the wading pools and must wear Swimmies (swimming diapers) and a bathing suit. Swimmies are not bathing attire. NO DIAPERS ALLOWED IN THE POOLS!!!
- D. Pursuant to F.S. 64E-0.008 (7) (e), persons must shower before entering the pools.
- E. Proper swimming attire must be worn at all times in pools (no cut-offs), provided that T-shirts or sun protective clothing may be worn over one's swimsuit for extra protection against damaging sun rays.
- F. Pursuant to F.S. 64E-9.008 (7) (b), no glass bottles or containers are allowed in the pools or pool area/deck. No glass allowed on the seawall deck.



- G. Pursuant to F.S. 64E-9.008 (7) (a), no food is allowed within four feet of the pools; containers for food consumed at the tables on the pool deck must be removed after use. No food is allowed in the pools.
- H. No rowdiness, horseplay or ball playing which would cause endangerment or infringe upon the enjoyment of the pool by others is allowed in the pools or pool area/deck.
- I. Chairs, lounges, tables or umbrellas owned by the Southeaster are not to be taken to the beach or used as accessories for sports/games being played in the courtyard area.
- J. Pursuant to F.S. 64E-9.008 (7), no diving or running flips in the pool.

**10. Use of Tennis Courts.**

- A. The south tennis court may be used only for the purpose of playing tennis, or basketball. The north tennis court may be used for the purpose of playing tennis or pickle ball.
- B. Use of the tennis courts shall be limited to one hour when other players are present and wish to use the courts.

**11. Use of Courtyard.**

- A. The courtyard may be used from time to time for Association events, such as picnics or barbecues for Association members or for winter renters, or for owner sponsored special events, such as weddings or receptions for family members.
- B. Anyone wishing to host such an event must obtain prior approval of the Board, and make arrangements with the Manager as to the timing of the event and the number of guests attending, and to ensure full compliance with all rules and regulations.
- C. Any such event shall be conducted so as not to infringe on the rights of any other occupant to full access to the facilities, and to the full use and enjoyment of the pools and seawall areas.
- D. At the conclusion of any event, the owner or committee hosting the event will be responsible for returning the property in good condition, immediately following the event. Such owner or sponsor will be fully responsible for repairing any damage, whether to the landscaping or otherwise.

- E. The Manager shall post the timing and purpose of such events well in advance.

## **12. Sale or Rent of Unit.**

- A. Each owner selling or leasing his unit must comply with the terms of the Declaration of Condominium documents and these Regulations. An "Intent to Lease" or "Intent to Sell" form must be completed and approved by the Association before such lease or sale are finalized.
- B. Condominium Management provides services to unit owners as it pertains to the operations and maintenance of the condominium buildings, grounds and common areas.
- C. No signs, advertising or notices of any kind or type whatsoever, including, but not limited to, "For Rent", or "For Sale" signs, shall be permitted or displayed on the exterior of any unit or shall be permitted or displayed on the exterior of any unit or shall be visible from any unit or such sign be posted any place whatsoever on the grounds of the Condominium property, unless specifically authorized by the Board.
- D. An owner who sells or transfers his unit shall reimburse the association for reasonable expenses required for the sale or transfer not to exceed \$50.00.

## **13. Taxes and Expenses.**

- A. An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the condominium as a whole and prorated by the Board of Directors of the Association.
- B. The Association shall provide, as a common expense, basic cable & internet for each unit.
- C. Each owner shall be responsible for payment for all utilities which are metered separately to his unit.

## **14. Disturbances.**

- A. Each owner or occupant must exercise reasonable care to prevent any disturbing noises in the units or on the Condominium property, whether made by himself, any invitees or pets, and, upon being notified that any such disturbance exists, shall take immediate action to stop such activity and/or evict such invitees, so as not to further interfere with the rights, comforts or convenience of other occupants.



- B. Each owner or occupant should be respectful of the rights of others, and the premises shall be used only in a quiet manner after the hours of 10:00 p.m. and before the hour of 9:00 a.m., so as not to disturb other occupants of the Condominium.

**15. Knowledge of Condominium Documents and Regulations.**

- A. All owners of Southeaster Condominium units are assumed to have knowledge of and to abide by, the provisions of the Southeaster Condominium's Declaration of Condominium, its By-Laws, Articles of Incorporation and the Rules and Regulations of same.
- B. Owners and/or Rental Manager who rents units are responsible for their tenant's adherence to these provisions. Failure of the tenant to observe same may result in termination of the lease or rental agreement by the Association.

**16. Dumpsters and Storage/POD Containers.**

- A. No construction materials or household items are allowed in the Association dumpsters. This includes but is not limited to lamps, bedding, furniture, mattresses, ceiling fans and TV's. Only garbage is allowed in the Association dumpsters.
- B. All construction dumpsters and storage/POD containers to be located in an area designated by management and can remain in the designated area for a reasonable period of time. No construction materials are allowed in the Association dumpsters.

As amended and adopted by the Board of Directors on the 24<sup>th</sup> day of May, 2006.

As amended and adopted by the Board of Directors on the 7<sup>th</sup> day of November, 2015.

As amended and adopted by the Board of Directors on the 6<sup>th</sup> day of November, 2021.