ASSOCIATION CORRESPONDENCE

Your mailing address must be updated with Keys Property Management. If you are a part-time resident, you will need to inform Keys Property Management of a change of address when you arrive at Solana on the River and when you depart. You may also make a change directly in the Keys Property Management Software by using the Tops One Owners portal. http://owner.topssoft.com/keysenterprise/Account/Login

CONSTRUCTION GUIDELINES

Solana on the River, although a residential community, is considered a commercial project by the building department because construction to one unit can impact an adjoining unit. Any work done to modify electrical, plumbing or walls requires all work to be completed by a licensed contractor, a building permit from the City of Cape Canaveral and approval from the Association.

The City of Cape Canaveral Building Department will not issue any building permit without the prior written approval of Solana on the River Condominium Association, so that modifications can be reviewed and determined if they meet the governing documents of the Association and so that contractors can be informed of the communities’ construction protocol.

CONSTRUCTION RULES AND REGULATIONS

1. Prior to Commencement of Work

1.1 The Owner must submit an application of work to Keys Management office to obtain written approval. The approval process can take up to fourteen (14) days.

1.1.1 FORM (A1) INSTALLATION APPLICATION FORM IS REQUIRED.
1.1.2 FORM (A2) IS REQUIRED FOR Electric and Plug in Hybrid Vehicle Charging.
1.1.3 FORM (A3) IS REQUIRED FOR HARD FLOORING INSTALLATION.
1.1.4 IN ADDITION: LICENSE AND INSURANCE FORMS ARE REQUIRED TO ACCOMPANY THE PACKAGE.

1.1.5 The approval package must be submitted by the unit owner with the owners and contractor’s signatures. Management will not engage the contractor and all communication with be directly with the unit owner only.

1.2 Electric and Plug in Hybrid car charging requires the unit owner to install the charging station directly to their own meter. The detailed requirements are listed on the electric car charging form A2.
1.3 Hard flooring requires an underlayment be used. The detailed requirements are listed on the Specifications for Installation of Flooring form A3

2. **During Construction**

2.1 Work hours are limited to 9 AM to 5 PM Monday through Friday.

2.2 Elevators must be padded when construction materials are transported in the elevator. Any damage caused by the contractor will be billed to the unit owner.

2.3 Elevator pads may not be left up in the elevator once the materials are transported. Contact Management Company once job materials are transported.

2.4 Condominium owned shopping cart may not be used to transport construction materials or supplies.

2.5 Balconies and walkways are not to be used for storage of any construction materials.

2.6 Unit front doors are to be closed during construction.

2.7 No work such as cutting materials or any work related to the project may occur on the common walkways and must take place in the owner’s personal space.

2.8 Limited parking is available. Contractors need to limit the number of vehicles brought to the jobsite. If more than two vehicles, the remainder must be parked opposite of C building along the lake.

2.9 Walkways and elevators must be cleaned of any construction debris or dust caused from their job on a daily basis.

2.10 Construction debris must be removed from the job site daily. Dumpsters are not permitted on the site and use of the Association dumpster is strictly prohibited.

3. **After Construction**

3.1 All common areas must be left in the same condition as before construction began.
GENERAL RULES AND REGULATIONS

1. **Occupancy Limits/Nuisances**

1.1 Each unit is restricted to no more than six (6) occupants permanently residing in the unit.

1.2 No nuisance shall be allowed to be committed or maintained upon the condominium property.

1.3 When moving, residents must contact Keys Property Management to make arrangements for the elevator pads to be installed twenty-four (24) hours prior to the moving activity. Do not prop elevator doors open as this may cause damage to the elevator door operators. Any damage will be billed back to the unit owner. Elevator lock out key must be obtained and used for extended use of elevator during move in and move out to avoid elevator door operation damage.

2. **Parking/vehicular Restrictions** – All owners and residents are restricted to two permitted vehicles per unit without the Association’s consent to bring additional vehicles on property.

2.1 Vehicles which are not currently licensed and registered or which cannot legally or functionally operate under its own power (e.g. due to one or more flat tires, body damage, faulty engine or other mechanical deficiency) on the public streets and thoroughfares of Brevard County, Florida shall not remain on the condominium property in such condition for more than forty-eight (48) hours. As used on this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently validly licensed and registered with the State of Florida or any other state as the case may be. Any member or the Board or the boards designated agent, who has cause to believe that a vehicle either is unable to operate on its own power or may not lawfully be operated on the public streets and thoroughfares of Brevard County, Florida, shall affix a note thereto in a prominent location thereon, and shall contain the date and time of the affixation to the vehicle, notifying the owner of the vehicle that is considered to be in violation of the condominium rules and regulations. The owner of the vehicle shall have twenty-four (24) hours from the date and time affixed to the note to respond to the board or its agent and demonstrate that the vehicle can operate on its own power or may lawfully be operated on the public streets and thoroughfares of Brevard County, Florida. If the owner cannot so demonstrate or if the owner does not contact the board or its agent within twenty-four (24) hours of the note being affixed to said vehicle, whether or not the owner of said vehicle has actually seen the note or, due to an absence from the condominium, could have seen the note, the vehicle may be towed at the owner’s expense.
2.2 As per the Governing Declaration Section X:K, Storage is permitted in the enclosed garages provided it does not prevent the use of the enclosed garage by an authorized motor vehicle. The Unit Owner shall be responsible for any damage to stored items due to mildew.

2.3 Vehicles may park only in designated parking spaces and may not park in the following areas of the condominium property: designated “fire lanes”, the service entrance, in the driveways or grassy area, or the dumpster rollout location on the right side of the lobby.

2.4 Only passenger automobiles, motorcycles, vans, and light pick-up trucks may be parked in the parking areas, provided these (a) do not exceed the size of one parking space. (b) do not obstruct the use of the driveway, and (c) do not exceed 84” in height with the tires inflated to their recommended air pressure. The following definitions shall apply for the purpose of this section.

2.4.1 “Vans and light pick-up trucks” means vehicles not over three quarter (3/4) ton rated weight carrying capacity which is used solely as a passenger vehicle and not as a “Commercial Vehicle” a term that is defined elsewhere in this rule. This rule specifically permits the parking of passenger, cargo vans only. The term light pick-up trucks specifically intended to include open bed vehicles not used for commercial purposes such as traditional pick-up trucks, as well as sports utility vehicles commonly marketed as “Jeeps” or “SUVs” such as Ford Expeditions, Chevrolet Suburban, Jeep Cherokee and the like. Vans and Pick-up trucks or other trucks which are not contemplated by this section are prohibited.

2.5 Boat, buses, campers, trailers, motor homes, recreation vehicles, mobiles homes, commercial vehicles, commercial vans, or vehicles that are used as living quarters shall not be parked on the condominium property (except for deliveries as indicated above or for the purpose of loading or unloading). Loading or unloading may only occur between 9 AM and 5 PM and is limited to a four-hour window.

2.5.1 “Commercial Vehicles” means vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tend to show any commercial markings, signs, displays, equipment, tools, tool boxes, inventory, apparatus or otherwise indicates a commercial use, including any vehicle having more than two axles or more than four wheels or both.

2.5.2 “Bus” means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus, or transport of greater number of passengers or goods than automobiles are customarily manufactured, designed, marketed or used to carry, but excluding vehicles manufactured, designed or marketed as passenger, cargo, or like vans.
2.5.3 “Campers” means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices, of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property, and vehicles containing any of the foregoing.

2.5.4 “Motor Homes” or “Recreational Vehicle” means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

2.5.5 “Mobile Homes” means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a temporary or permanent dwelling.

2.5.6 “Boats” means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property. Excluded are kayaks, stand up paddleboards and canoes.

2.5.7 “Trailers” means any non-motorized vehicles, devices, structures or enclosures of any kind whatsoever, having two or more wheels, which are manufactured, designed, marketed, used or capable of being used to be coupled to or towed by another vehicle.

2.6 Vehicle maintenance, repair or renovation is not permitted on condominium property. For purposes of this section. Vehicle maintenance shall include, but not limited to, changing of oil and other engine fluids, engine maintenance or repair, renovation or repair. Cleaning of the interior of the vehicle, waxing and checking fluid levels permissible. Emergency repairs to vehicles such as changing a flat tire or charging a battery is allowed. If repairs for the purpose of removing the vehicle are needed, the vehicle must be towed to a repair facility off the condominium property.

2.7 Moving trucks (U-Haul, Ryder) are not permitted on property for more than forty-eight (48) hours.

2.8 Moving trucks may not begin loading or unloading prior to 8 AM and must be finished loading or unloading by 9 PM.

2.9 Parking spaces are subject to length restrictions as striped. Vehicles exceeding the designated parking space are not permitted to park in the parking space.

2.10 Washing of vehicles is permitted in designated areas only.
2.11 Temporary parking for loading and unloading of personal property is permitted for a period of time necessary to complete or to pick-up a delivery.

2.12 Contractor vehicles are permitted to be on site from 9 AM to 5 PM weekdays. Emergency exceptions permitted.

2.13 Speed limit is 15 MPH.

2.14 No vehicles shall leak or exclude oil, fuel or other noxious corrosive, toxic or hazardous substance onto the surface of the parking space and the owner (and any non-owner resident) who have the right to use the use of such space, jointly and severally shall be liable to reimburse the Association for all costs and expenses incurred by the Association for the clean-up of such substances and any repairs to the parking space as a result thereof. The owner or non-owner resident shall also be held liable for same, if damage is caused by a contractor vehicle on site doing work for said owner or non-owner resident.

3. **POOL AND JACUZZI**

3.1 Use at your own risk, no lifeguard on duty.

3.2 Pool hours are from 6 AM to 10 PM.

3.3 Individuals that do not possess acceptable swimming skills must be supervised by individuals that possess the skills necessary to supervise and assist those without acceptable skills. Children under 12 must have adult supervision in the pool and spa.

3.4 Pregnant women and persons with health problems or using drugs that cause drowsiness should not use the spa without first consulting a physician.

3.5 No pets are permitted in the pool area.

3.6 No Diving is permitted.

3.7 No Jumping, running or horseplay is permitted at the pool.

3.8 No loud games are permitted at the pool.

3.9 No glass is permitted in the pool area. Please use plastic containers.

3.10 No food or drinks are permitted within four (4) feet of the pool or spa.

3.11 No smoking is permitted in the pool area.
3.12 Non-toilet trained persons are not allowed in the pool or spa. Swim diapers are permitted in the pool and spa.

3.13 No scuba gear is permitted in the pool.

3.14 Proper bathing attire is required in pool, not cutoffs.

3.15 No nude or topless sunbathing is permitted in pool area.

3.16 Hair clips and hairpins are to be removed prior to using the pool.

3.17 Pool furniture is not to be removed from pool area.

3.18 Placing a towel on pool furniture prior to using the pool will not reserve pool furniture.

3.19 Pool furniture must be covered with a towel when using oils or lotions.

3.20 Persons with open wounds or wearing bandages are not permitted in the pool.

3.21 Consideration should be given to those who wish to swim laps in the pool.

3.22 Pool gate must be closed and locked at all times.

4. **Barbeque Grills**

4.1 Charcoal grills are prohibited and any grill which is not in compliance with the City of Cape Canaveral fire codes and ordinances.

4.2 Grills cannot be stored in any common area.

5. **Common Areas – Elevators, Lobbies, Stairwells and Hallways, Clubhouse**

5.1 Personal items placed in the common area to provide decoration or comfort, cannot block or prohibit easy access to elevators and stairwells for emergency exit.

5.2 No loud or obnoxious behavior including yelling, running and loud music will be tolerated.

5.3 Rollerblading, cycling and skateboarding is prohibited in common areas.

5.4 Balcony railings may not be used to dry clothing or towels. Nothing may be hung on the railings of the common area.
5.5 Cover-ups should be worn in hallways and elevators, please dry yourself before entering the elevator.

5.6 Common area keys may not be reproduced. Common area keys are available at the Keys Management office. The cost is $25 for the first replacement key and $50.00 for each subsequent key.

5.7 Littering of any kind is prohibited.

5.8 All stairwell doors must be kept closed and secure at all times.

5.9 No electric vehicles or electric appliances (i.e. freezers, refrigerators, dehumidifiers) can be plugged into unit owners garage electric outlets as this electricity is provided by the HOA and not the unit owner. In order to charge vehicles inside the unit owners garage the Installation Application FORM (A1) must be approved by the Association and FORM (A2) Electric car charging form must also be submitted with the contractor approval form.

5.10 Owners may use the clubhouse for personal functions. There is a $100 refundable deposit if the facility is left in a clean and orderly condition. Use of the swimming pool, sauna, exercise room and shower facilities are not included in the rental. Cleaning cost will be assessed by the Association. Rules and regulations apply. Reservations to be made with the Management Company at least 10 days in advance of the requested reservation. Reservations are on a first come first serve basis. Clubhouse reservation form must be submitted with the $100 refundable deposit and the event will be placed on the community events calendar on the community website. FORM (C1) must be completed prior to the reservation and will be confirmed along with a deposit of $100 delivered to Management.

5.11 Bare feet or wet swimsuits are only allowed in the clubhouse restrooms.

5.12 Any decoration, alterations or changes to the building exteriors or common areas whatsoever are prohibited.

5.13 Private postings initiated by residents are to be posted on the bulletin board in the garage. Official postings approved by Keys Management or the HOA board are to be placed the locked cabinet in the lobby. The plastic holders in the elevators are designated to have one available for the community and the others to be used by the HOA or management company for official postings.

5.14 No pets or animals are permitted in the clubhouse.

5.15 No smoking is allowed in the Clubhouse.
6. **Tennis and Basketball Courts**

6.1 Courts are available for play from 7 AM to 10 PM.

6.2 Other than water and sports drinks, no food or beverages other than bottled water are permitted on the courts.

6.3 Proper tennis shoes and attire must be worn (no bathing suits).

6.4 Tennis courts are for tennis and pickle ball play only; no rollerblade, skating, bicycles, skateboards or basketballs are permitted on the court.

6.5 No pets or animals are permitted on the courts.

6.6 Playing time is limited to one (1) match unless the court is free for the next period.

6.7 In the evening, the last person to leave the court must turn off the lights.

7. **Sauna and Exercise Room**

7.1 Proper attire is required, no bathing suits in exercise room.

7.2 No one under the age of 18 years is allowed in the exercise room or sauna without adult supervision.

7.3 Water bottles with caps are permitted, no other food or drink.

7.4 Use of equipment is at your own risk.

7.5 Upon leaving, turn off all lights including in the clubhouse and turn off sauna, if used.

7.6 Turn off any exercise machines and television.

8. **Pets**

8.1 Two (2) pets not exceeding thirty-five (35) pounds each per residence are permitted. For the purpose of the Rules and Regulations, pets are described as domesticated cats and dogs (as per the Governing Declaration Section X:M).

8.2 All pets must be kept on a leash in the common areas.

8.3 Persons walking pets must clean up after their pets in all common areas.

8.4 Excessive barking or aggressive behavior from the pet will not be tolerated.
8.5 Pets are not allowed in the clubhouse, fitness room, pool deck, tennis or basketball courts. Violators of any of the above rules will receive a warning letter after the 1st occurrence. The Association may require the pet be removed from the premises for failing to adhere to the above rules.

8.6 All pets (dogs and cats) are required to be registered with the association. **FORM (B1)** must be provided to management within three days of arrival of the pet. The association has the right to deny registration based upon aggressive breeds (i.e. pit bulls) and Florida Statute 767, as they deem necessary.

8.7 Any exceptions to the stated pet policy can be requested by submitting a letter to the HOA Board of Directors. This letter should be submitted 7 days **PRIOR** to obtaining said pet. Their decision is final.

8.8 Any existing pets on the property currently at the time of the Rules and Regulations adoption will also need to have a pet registration form on file or a letter requesting an exception be made. Completion of pet registration to be completed by **12/31/2021**. Failure to comply will result in the Association requiring that the pet be removed from the premises.

9. **Trash Removal**

9.1 Place all debris and trash in tied plastic bags no larger than 13 gallons so as not to block trash chute.

9.2 Trash is never permitted in the walkway or hallway.

9.3 Persons taking out the trash must be able to reach the top of the trash chute.

9.4 No large items may be placed in trash chutes.

9.5 Household items, furniture, appliances, building and renovation materials must be removed by the vendor or contractor on the day of delivery or renovation and may not be stockpiled for pick up on another day.

9.6 Cardboard cartons must be broken down and placed in the recycle containers in the dumpster area. Cardboard cartons are never to be placed in the trash chutes.

9.7 Please recycle. Recyclables may be placed in recycle containers in the dumpster area.
10. **Unit and Exterior Appearance**

10.1 Exterior front walkway area and balconies are to be maintained in a safe clean neat and attractive condition. No towels, clothing, rugs, or equipment will be permitted at any time.

10.2 The Association must approve satellite dishes prior to installation.

10.3 No shaking out articles on balconies is permitted. No hosing of the balcony without arranging with the residents in your condo stack.

10.4 Only patio furniture and plants are permitted on balconies.

*As a reminder to residents: As stated in the Governing Declaration - Due to balconies being considered part of the common element and covered by the HOA insurance, strict guidelines must be adhered to so as to retain the structural integrity of the rebar enforced concrete slabs. (See 10.5 and 10.6 below)*

10.5 No additions or alterations to balconies are permitted without the prior consent of the Association. The only installations allowable on the balcony is a standard white storm shutter installed by a storm shutter contractor. No other drilling can occur due to the construction of the rebar enforced concrete slabs.

10.6 No carpeting or large patio rugs are to be installed on balconies or walkways. Such installation can trap water for an extended period of time and can damage the concrete and steel due to seepage.

10.7 Unit owners must make arrangements for balcony items to be removed from their balconies during a hurricane threat.

10.8 Window treatments other than curtains, draperies, shades or blinds are not permitted.

10.9 The condominium Board of Directors shall retain a key to each unit at all times.

10.10 All components of unit must be kept in proper working condition so a problem will not create damage or annoy others. Repairs must be made within 24 hours of notice from management, to the management has the right to either make or contract the repair and charge the owner.
11. **Wildlife**

11.1 Do not feed the wildlife, feeding wildlife is prohibited.

11.2 Feeding feral cats is prohibited.

12. **Rental Guidelines**

12.1 The unit may be rented provided the occupancy is only by one lessee and members of their immediate family and guests.

12.2 The minimum rental period is 90 days and the maximum rental period is unrestricted.

12.3 No rooms may be rented and no transient tenants may be accommodated.

12.4 No lease of a unit shall release or discharge the owner thereof of compliance with Section X of the Declaration of Condominium of Solana on the River.

12.5 Ownership of a unit on a monthly or weekly time-sharing program is prohibited. Subleasing of units is prohibited.

12.6 Notice of Intent to Lease FORM D-1 is to be completed and signed by both the owner and the lease. This includes the acknowledgement that renters have received a copy of the Association Rules and Regulations.

12.7 Any renter not adhering to the rules and regulations of the community are subject to an immediate eviction.

12.8 Every unit owner is ultimately responsible for the behavior of their unit residents and guests and may be charged for damage to the Association property.

For additional information on the Rules and Regulations, please refer to the **Declaration of Condominium** registered with the County of Brevard and posted electronically on the Solana on the River website.