

	Evelyn Court & King Neptune Lane
	Cape Canaveral, FL 32920

CAPE GARDENS OWNERS ASSOCIATION, INC.

RULES & REGULATIONS

(Revised 05/09/2014)

General Lot Use Restrictions

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than building built by the Developer.

All garage doors must be maintained. No garage shall be converted to living quarters. Garage doors must be kept closed except when garage is in use.

Private swimming pools may be constructed provided any such pool shall be located at the rear of the residence and appurtenances screened from view from the street. Above ground pools are prohibited.

No fence shall be constructed or maintained on any lot except with the prior written consent of the Association.

No dwelling or any part shall be used for any use except as a private dwelling, nor shall any business of any kind be conducted.

Air Conditioning Units:-Lattice fencing or large plants must be used to “hide” air-conditioning units from view of street, taking care to be far enough away from the a/c unit so as not to restrict air flow.

Parking: No resident shall park any vehicle on the street and/or cul-de-sac. No resident shall park any boat, motor home, trailer, commercial van or other commercial vehicle in any driveway or street overnight and are permitted for loading and unloading only. All vehicles must be registered and drivable. There shall be no repair, except for emergency repair, performed on any motor vehicle. Any resident or guest vehicle parked on the street at any time will be towed without notice.

Animals: Dogs, cats, birds or other customary household pets, provided they are not kept nor raised for business or commercial purposes. Numbers in excess of two (2) pets, except for cats and fish, shall be considered unreasonable. All domestic pets, whether dogs or cats, shall be kept on a leash and be within control at all times. Owners must clean up after their pets immediately. Pets shall not create a nuisance. Dogs: Must be under 50 pounds at maturity and must not be of a dangerous breed. Those dogs already in residence will be “grandfathered in”. All residents MUST provide management with a current rabies vaccination for the current year and this must include the dog’s name, breed, and weight.

Awning Colors: Board agreed that three (3) choices is a fair amount. They are looking at a sage green, a sand color and a cream color. It was agreed to not allow stripes of any type on the awnings. Color chart is available online or by contacting management.

Storm Doors: The approved storm door will be the Andersen 4000 Series, 36-inch white aluminum full-view storm door with nickel hardware, which may be purchased at Home Depot for approximately \$325.

Paint Color: Front, side, and garage doors must be painted Sherwin Williams WHITE. Window and Exterior Door frames must be WHITE. All Building colors are on file with Sherwin Williams store.

Garbage: receptacles must be kept out of sight and may be placed by the road for collection no earlier than the evening before the scheduled pick up.

Landscaping: No owner is permitted to alter the landscaping around their unit and no plants may be planted or removed. Owners wishing to alter landscaping must submit a plan to the Board of Directors and receive written approval before making any changes.

Signs: No signs are allowed on the lots except for "for sale" of the lot and must be no larger than six (6) square feet. Security signs must not exceed a size of 4x6 inches and must be close to the front door. The front of each unit must have a clean appearance. No signs are allowed in windows.

Front Entryways: The front entryways may ONLY have outdoor furniture that is not rusted and is in good condition. No garbage cans, grills, shows, or miscellaneous items may be left in the front yard or at the front door. If you choose to have a hose in the front yard, it must be housed in a container used for such purpose when not in use.

Post Office Box Keys: When you purchase a unit, you are entitled to be given two keys. If you lose the key(s), replacement key is \$10. If you lose all your keys, and management has to replace the lock with a new key and lock, this fee is \$25 the first time, then thereafter the fee is \$50.

Bulletin Board: If you would like to post something personal, you may bring a 3x5 card to a Board Member and they will post it for 30 days.

Pool

The swimming pool is CLOSED at dusk.

The pool facilities of Cape Garden/River Gardens are for residents, their immediate families and house guests. All residents are always responsible for the conduct of their guests. Facilities shall not be used by guests unless resident is on the premises. No climbing on or over the fence - the amenity key must be used. Amenity key fee replacement are: First time: \$25, Second time: \$50, Third time and thereafter: \$100.

No lifeguard is on duty. Enter the pool at your own risk. A life preserver is mounted on the fence.

Persons with open sores, cuts, or communicable diseases cannot enter the pool.

Children under fourteen (14) years of age must always be accompanied by an adult.

Shower before entering pool; suntan lotions and oils must be washed off before re-entering pool. To protect pool furniture please cover chairs with a towel when using suntan oil.

Non-toilet trained children and incontinent adults must be in impermeable swimming diapers to be allowed in the pool. If there is an accident or cause, the parties involved will be charged for the draining, cleaning, and refilling of the pool.

No floats, flippers, ball playing, Frisbee tossing, or playthings of any kind are allowed in pool or pool area. Around-the-body ring floats and/or arm floats for young children are allowed.

No glassware or any kind is permitted in pool area. Smokers must use ashtrays. Do not throw cigarette or cigar butts on pool deck or grass.

Bathing suits only. No cut-offs.

No running, loud noise or rough play in pool or pool area.

No bicycles, carts, strollers, etc. in pool area.

Animals are not allowed in the pool area.

**It is acknowledged and agreed by all owners by purchasing said property that a violation of any the provisions stated shall impose irreparable harm to the other owners. Owners further agree that a reasonable assessment of damages would be \$50.00 for each day that such violation persists after an owner is notified, in writing, of such violation by a representative of the Association.