

Frequently Asked Questions 2024

◇◇◇ **What is the mailing address?** Las Brisas Condominium Association, Inc., c/o Keys Property Management, 5505 N. Atlantic Ave. Suite 209, Cocoa Beach FL. 32931

◇◇◇ **Who is the point of contact for the association?** Keys Property Management, Inc.,
Emergencies: 321-784-8011 Email: cocoabeach@keysenterprise.com

◇◇◇ **How much are the monthly maintenance assessments?** Monthly fees are \$973.61 per unit per month. Fees are due on the first of each month, a late fee of \$25 is applied after the tenth, and interest at the rate of ten percent per annum may be applied.

◇◇◇ **What are the pet restrictions?** Owners may have up to two (2) pets. No pet weighing in excess of fifteen (15) pounds each shall be permitted at Las Brisas Condominium unless an exception has been granted by a majority of the members through a vote conducted at a membership meeting. No animals, livestock or poultry of any kind shall be raised, bred-or-kept in any unit or in or on the common elements, except that unit owners may have not more than two (2) pets: dogs (breed restrictions), cats, or other household pets per unit and subject to the Rules and Regulations adopted from time to time by the Association. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered. Pets must always be on a leash and always under the control of the owner at any time while on the common condominium property. Pet owners are responsible for immediately cleaning up after their animals and discarding of such droppings. Pet owners will be responsible for any damage caused by their pets. No pet shall be allowed to become a nuisance or create any unreasonable disturbances. This includes pets whose unruly behavior causes personal injury or property damage; pets who make noise continuously and or incessantly for a period of ten (10) minutes or more; pets in common areas that are not under physical control by owner; pets who exhibit aggressive or other dangerous or potentially dangerous behavior. Residents will be responsible for the pet(s) of renters and guests who use their unit. These pets are subject to the same restrictions as resident pets. Breed restrictions are enforced.

◇◇◇ **What are the leasing and sale restrictions?** Units may be leased for a period of not less than 3 months and no more than 3 years without prior approval of the Association. If lessee violates any provisions in the documents, the Association may terminate the lease upon a 24-hour written notice.

◇◇◇ **Is cable television provided by the association?** No

◇◇◇ **Is this condominium a part of another association?** No

NOTE: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract, and the condominium documents.

LAS BRISAS CONDOMINIUM ASSOCIATION

ASSOCIATION RULES

- Fee Assessments
- Inquiries and Document Requests
- Records Inspections
- Hurricane Shutters
- Pet Policy
- Parking Policy
- Patio Tiles
- For Sale Signs

LAS BRISAS CONDOMINIUM ASSOCIATION

FEE ASSESSMENT POLICY

- 1) Monthly assessments are due on the first day of the month to which they apply (i.e. January assessment due January first. etc.). Special assessments are due on the date specified in the notice of assessment.
- 2) Checks should be made payable to Las Brisas Condominium Association, and mailed to the Association's postal address to arrive on or before the due date.
- 3) Assessments received after the tenth day of the month due are considered late. Late assessments are subject to a \$25 late charge for each month they are past due.
- 4) Any account which is in arrears for more than 30 days will be subject to interest charges of 10 % per annum (0.833%, per month) until paid.
- 5) Any account which is in arrears for more than sixty days will be referred to the Association's attorney for handling. In such instances, the unit owner will be responsible for all legal fees and other costs associated with the handling of the matter, including attorney's fees, filing costs, and any third party collection costs. The governing documents will be rigidly followed and enforced regarding the Association's rights to file claims of lien.
- 6) Any member whose account is in arrears for more than ninety days, or is delinquent three or more times in any 12 month period, will also be required to immediately establish and maintain a prepaid balance in their fee assessment account in the amount equivalent to three monthly assessments, at the current assessment rate.
- 7) The Association can not accept post-dated checks for application to future month's assessments, or to future special assessments.
- 8) Since monthly assessments are due on a consistent basis, invoices are not routinely sent in an effort to control postage and administrative expenses. However, any member may request the status of their account at any time. A reply will be issued within five working days.

LAS BRISAS CONDOMINIUM ASSOCIATION

RULES GOVERNING OWNER INQUIRIES AND DOCUMENT REQUESTS

November 11, 2010

This document lays out the Association's policy regarding information requests from Las Brisas Owner/Members and their authorized representatives. The intent of the policy is to establish clear direction as to how inquiries and document requests will be handled, and the approved format for such requests. The Association will comply with both the governing documents and applicable statutes in regards to all information requests, while handling these matters in the most cost efficient and timely manner possible.

Inquiries: Must be submitted in writing either by e-mail or by letter. Responses will be made in like kind (e.g. e-mail requests will be answered by e-mail, first class mail requests by first class mail). There is no charge to Owners for inquiry processing. The Association reserves the right to limit inquiry responses to one in any thirty day period. Response time will vary depending on workload and on volume and complexity of inquiries, but will not exceed thirty days.

Document Requests: Must be submitted in writing and signed by the requesting party. They must be either sent by U.S. Postal Service or delivered to a Board Member in person. Delivery of response will be via U.S. Postal Service. Responses to requests sent via First Class mail or delivered in person will be sent by First Class mail. Requests delivered by Certified mail will be responded to in like manner. Requesting parties making document requests will be charged the Association's copying costs (currently 50 cents per page), plus the cost of postage. The written requests for documents must contain an acknowledgement and acceptance of the responsibility to pay these charges.

Owner Privacy: The Florida Condominium Act has very broad requirements regarding Owner access to the Association's Official Records. The Association must and will honor all legally required access by Owners and others to the Association's records. In any instance where a request for information requires the Association to provide Owner's personal information, The Association will inform the affected Owners of the request.

LAS BRISAS CONDOMINIUM ASSOCIATION OF SATELLITE BEACH, INC.

**RULES AND REGULATIONS REGARDING INSPECTION
AND COPYING OF OFFICIAL RECORDS**

These rules are intended to provide guidelines to assist Members in requesting, reviewing and inspecting the Official Records of the LAS BRISAS CONDOMINIUM ASSOCIATION OF SATELLITE BEACH, INC. (hereinafter "Association"). These rules have been promulgated in accordance with Florida Statute §718.111(12)(c) and the Association's governing documents. The term "Official Records" as used herein shall be defined to include only those items listed in Florida Statute §718.111(12) and all other terms used herein shall have the meaning given to them in the Declaration of Condominium of Las Brisas, a Condominium, recorded in Official Records Book 2097, Page 1943, of the Public Records of Brevard County, Florida, as amended and supplemented, unless otherwise noted.

1. In accordance with Florida Statutes §718.111(12)(c), the Association shall provide access to its Official Records within five (5) working days after receipt of a written request by a Member upon the terms and conditions set forth herein unless it is not possible to set a mutually convenient date and time. In all cases an appointment will be set within ten (10) working days of receipt of the written request.
2. Each Member shall be allowed to inspect the Association's Official Records for not more than one eight (8) hour business day per month. More specifically, a Member delivering a written request to the Association requesting access to its Official Records shall be allowed to inspect them for up to one eight (8) hour period per month. As such, written requests to the Association from a Member requesting inspection of the Association's Official Records should not occur more frequently than once every month unless a previously scheduled inspection did not transpire for valid, lawful and/or proper reasons.
3. Inspections of the Association's Official Records shall generally occur between the hours of 9:00 AM and 5:00 PM, Monday through Friday, with the actual date and time for the requested inspection being mutually agreed upon by the Association and the requesting Member. Nevertheless, should a requesting Member fail to agree with the Association as to a mutually convenient time and date for the inspection, the Association reserves the right to unilaterally determine and schedule the inspection to facilitate having the inspection occur within ten (10) business days after receipt by the Association of the written request for such inspection.
4. Inspections of the Association's Official Records shall be conducted at a location designated by the Association.
5. In the event the Member desires copies of the Association's Official Records, he or she shall notify the Association of the copies requested and shall pay the Association a reasonable charge (which charge is currently fifty cents per page) to cover the cost of the copies requested by the Member. Double-sided copies of the Association's Official

Records shall be considered two (2) pages for purposes of calculating copying charges. The Association reserves and shall have the right to condition copying the requested Official Records upon receiving, in advance, payment and/or a retainer for such copying. In the event the amount advanced for copying exceeds the Association's charges, the difference shall be refunded. The Association may have copies made by an outside vendor and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or association, if:

- (a) the Association does not have a photocopy machine available where the records are currently being kept; or
 - (b) there is a photocopy machine available where the records are being kept, but the records requested to be copied exceed twenty-five (25) pages in length.
6. The following records are not available for inspection or copying by Members or any other person requesting to inspect or copy the following documents in accordance with the Florida Statutes:
- (a) Any record protected by the lawyer-client privilege as defined under the Florida Statutes and any record protected by the work-product privilege;
 - (b) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit;
 - (c) Personnel records of Association or Management Company employees, including, but not limited to, disciplinary, payroll, health, and insurance records;
 - (d) Medical records of Unit Owners;
 - (e) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Unit Owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill notice requirements;
 - (f) Any electronic security measures that are used by the Association to safeguard data, including passwords; and
 - (g) The software and operating system used by the Association which allow the manipulation of data, even if the Owner owns a copy of the same software used by the Association.
7. Regardless of the number of Units a Member owns, he or she shall only have access to inspect the Association's Official Records for one (1) eight (8)-hour period per month as described in paragraph 2 hereof

LAS BRISAS CONDOMINIUM ASSOCIATION

HURRICANE SHUTTER POLICY

November 6, 2011

Hurricane shutters are optional. Owners may choose to purchase and install them or not at their discretion. All costs associated with hurricane shutters are the responsibility of the Unit Owner.

All existing hurricane shutters are considered approved for continued use.

All new and replacement shutters must be white in color, roll-down design, meet all code requirements at the time of installation, and must be installed by a licensed professional.

Las Brisas
Amended Pet Policy

At the November Board meeting, there was a motion to accept this as a proposed amendment to the documents.

Following is the proposed amendment change to the documents regarding pet policy. This change may occur as stated in the original document, which reads: "Rules and Regulations adopted from time to time by the Association."

The primary change to the policy focuses on making Las Brisas a pet friendly property, with much of the focus on owner responsibility. The original policy had not addressed this issue and as you will see, the amendment changes ensure that it now will.

The pet policy as it is read now:

No animal, livestock or poultry of any kind shall be raised, bred-or-kept in any unit or in or on the common elements, except that unit owners may have not more than two (2) dogs, cats, or other household pets per unit, not to exceed fifteen (15) pounds per pet, and subject to the Rules and Regulations adopted from time to time by the Association.

The amendment changes read as follows:

No animals, livestock or poultry of any kind shall be raised, bred-or-kept in any unit or in or on the common elements, except that unit owners may have not more than two (2) pets: dogs (breed restrictions), cats, or other household pets per unit and subject to the Rules and Regulations adopted from time to time by the Association. Pets must be confined to the pet owner's unit and

must not be allowed to roam free or be tethered. Pets must always be on a leash and always under the control of the owner at any time while on common condominium property. Pet owners are responsible for immediately cleaning up after their animals and discarding of such droppings. Pet owners will be responsible for any damage caused by their pets. No pet shall be allowed to become a nuisance or create any unreasonable disturbances. This includes: pets whose unruly behavior causes personal injury or property damage; pets who make noise continuously and or incessantly for a period of 10 minutes or more; pets in common areas that are not under physical control by owner; pets who exhibit aggressive or other dangerous or potentially dangerous behavior. Residents will be responsible for the pet(s) of renters and guests who use their unit. These pets are subject to the same restrictions as resident pets.

The following is a list of prohibited breeds as being listed as dangerous and/or blacklisted breeds as per the Centers for Disease Control and Prevention (CDC). These breeds are Pit Bulls (multiple breeds), Rottweiler, Siberian Husky, Saint Bernard, German Shepherd, Great Dane, Doberman Pinscher, Chow Chow, Alaskan Malamute, Akita, Wolf-hybrids, mixed-breed dogs containing any of the prohibited dogs, and any other added by the CDC after such date. (**See Attachment A**)

As per Brevard County Code: Chapter 14 Sec. 14-54, all cat and dog owners must have a current pet license issued by Brevard County. All license tags must be renewed annually.

12/2012

Las Brisas
Recommended Amended Pet Policy

Attachment A

The following is a list of the top dog breeds in terms of human fatalities, based on statistics from the Centers for Disease Control and Prevention (CDC) website.

1. **Pit Bull** – Category encompasses a number of dog breeds, including the American Staffordshire Terrier, American Pit Bull Terrier and Staffordshire Bull Terrier. They were historically bred to be aggressive, powerful fighters and have extremely strong jaws.
2. **Rottweiler** – Together, the Rottweiler and Pit Bull category are responsible for an estimated 60 percent of all dog bite fatalities. They are an extremely intelligent breed, but poor training can lead them to become very aggressive and disobedient.
3. **Siberian Husky** – Because they were originally bred for work and typically did not socialize with humans, this large breed can have behavioral issues and sometimes mistaken children for prey.
4. **Saint Bernard** – They are one of the largest breeds in existence, and can be good family dogs with proper training. However, their large size leads them to be occasionally dominant and poor training can produce an aggressive attitude.

5. **German Shepherd** – Perhaps most popular for serving as police dogs, this breed is very intelligent and friendly. But their jaw strength and natural instincts make them equally dangerous in certain situations.
6. **Great Dane** – Dogs from this enormous breed are typically the gentle giant type, but they are also known for developing aggressive behavior with poor training. At 150 lbs with inches-long teeth, an aggressive dog presents a very dangerous scenario, especially around children.
7. **Doberman Pinscher** – Because their personalities can be so widely varied, training and companionship are the two key factors to a well-behaved Doberman. They are known for responding aggressively to physical corrections in training.
8. **Chow Chow** – Chows are extremely territorial. Any strangers entering the property or approaching family members are considered a threat by this breed, and even well-trained dogs are known to aggressively defend their territory.
9. **Alaskan Malamute** – Malamutes are the most wolf-like of all breeds, which should hint at its natural aggressive instincts. They are pack animals with a natural hunting instinct and extremely powerful athletic ability.
10. **Akita** – These large, powerful dogs were originally bred to hunt bears in Japan. This breed is now commonly used as a police dog and for other guarding purposes in Japan. Akita dogs can be very dangerous in suburban areas because of their instincts to protect against intruders.
- 11) Any other breeds added by the CDC after such date.

12/2012

LAS BRISAS CONDOMINIUM ASSOCIATION

PARKING POLICY

- In addition to garage parking, all Las Brisas Units have one dedicated reserved parking space. which is labeled as such
- There are two parking spaces designated for visitors
- Since visitor parking is limited, Unit Owners are asked to have guests and service providers use the unit's reserved parking space whenever possible
- Parking restrictions:
 - No parking on lawns or in areas of the driveway not labeled for parking
 - No boats, trailers, recreational vehicles, campers or commercial vehicles (except while work is being performed) in outside parking spaces; however, boats, trailers, recreational vehicles or campers may occupy the Owner's space for one 24 hour period per month for loading or unloading and cleaning provided the vehicle fits within the boundaries of the reserved parking space

LAS BRISAS CONDOMINIUM ASSOCIATION

EAST-SIDE PATIO TILES

Owners are permitted to apply a tile surface to their East-side patio, and to place a decorative stone border along the edge of the tile for protection. The stone border cannot extend into the lawn further than the Eastern edge of the unit's South parapet wall.

Owner who choose to tile their East-side patio are responsible for all expenses of the project, and for all maintenance and repair as this is strictly an Owner option.

LAS BRISAS CONDOMINIUM ASSOCIATION

FOR SALE SIGNS

Owners are permitted to display one "For Sale" or one "For Rent" sign to promote the sale or rental of their Unit. All "For Sale" and/or "For Rent" signs must be placed in the Highway A1 A planting area at the furthest North end of the property.

- Signs must be of standard size used by realtors.
- Signs may not be hand written and must be professionally crafted
- Signs must be on sturdy posts
- The Owner or the Owner's agent is responsible to contact a locator service before digging to install the sign
- The Owner is responsible for any damage to the Association's property or to any utilities caused by the placement of the sign
- The Owner is responsible for the upkeep and condition of the sign
- The sign must be removed within 48 hours of a closing or the termination of an agreement with an agent to sell the property
- The Association must be notified prior to the placement of any sign