

East Bay Plantation Homeowners Association



Owner's Manual



Table of Contents

- Purpose of this publication: 3
- The Association..... 4
 - Purposes of the Association..... 4
 - Powers of the Association..... 4
 - Duties of the Association 4
- Assessments 5
 - Purpose of Assessments 5
 - Changing Assessments..... 5
 - Nonpayment of Assessments..... 5
- Meetings..... 6
 - Owner Meetings 6
 - Board Meetings 6
- Architectural Review Committee (ARC) 7
 - ARC Responsibilities..... 7
 - Owner Responsibilities to the ARC..... 7
 - Guidelines for ARC Review..... 8
- Use Restrictions 10
- Community Rules & Regulations..... 12
 - Pool Rules 12
 - Tennis Court Rules 12
 - Common Area Rules 13
 - Pet Rules..... 13
 - Facility Parking Lot Rules..... 13
 - Rental/Lease Policy 13

Purpose of this publication:

This manual is intended to provide a concise and easily understandable version of our Articles of Incorporation (Aol), Declarations of Covenants, Conditions, and Restrictions (CCR), By Laws (BL), and Community Rules and Regulations (R&R) all in one convenient place. This manual does NOT supersede or replace the above documents. Board approved Resolutions/Amendments/Clarifications to the Covenants are shown in *red italics*.

- What is the HOA and what powers does it have?
- Ever wonder why you pay assessments or what happens if you don't pay?
- What types of meetings do we have?
- Confused about when you need to submit an ARC form?
- What can I do and not do with my property?
- What about parking?
- What are the pool and tennis court rules?
- Are there pet rules?
- Can I rent my home?

Contact Us

If you have questions about the material in this manual, please feel free to contact us.

3979 Saint Armens Circle
Melbourne, FL 32934
Email: eastbayplantation@gmail.com

Website: www.eastbayhoa.com

The Association

Purposes of the Association

(AOI Article IV):

- Provide for maintenance, preservation and architectural control of the residential lots and common areas;
- Promote the health, safety and welfare of the residents within the community.

Powers of the Association

(AOI Article IV, CCR Article VI, & BL Article VII):

- Adopt and publish rules and regulations for use of Common Areas and Recreational Facilities;
- Appoint members to various committees charged with specific tasks and special projects;
- Suspend voting rights and the rights to use of Common Areas and Recreational Facilities of an Owner who is in default in the payment of any assessment;
- Enforce all rules described in the CCR, BL, and R&R;
- Employ a management company, if desired, and define their duties.

Duties of the Association

(AOI Article VII):

- Keep complete records of all acts and affairs and provide to Owners at annual or quarterly meetings;
- Develop, collect, enforce payment of, and assess fines on annual or quarterly assessment fees;
- Pursue legal action against any Owner in serious default on annual assessment fees;
- Ensure Common Areas and Recreational Facilities are maintained such that they are safe and available for Owner use.

Assessments

Purpose of Assessments

Each Owner is obligated to pay Annual Assessments and charges and Special Assessments that may be levied (CCR Article IV).

Purposes of Annual Assessments:

- Maintenance and improvement of Common Areas;
- Maintenance and improvement of Recreational Facilities (i.e. lake, pool, cabana, and tennis court);
- Maintenance of entrance, including walls, entrance sign, landscaping, irrigation, electricity, and sod.

Purpose of Special Assessments:

- Capital improvements, including but not limited to: construction, reconstruction, repair, replacement, or required maintenance of common areas and facilities.

Changing Assessments

Maximum Annual Assessments (CCR Article IV).

Annual assessments shall be fixed on or before November 30 of each year by the Board. An increase in the annual assessment in excess of 15% over previous year's assessments will require the approval of 51% of the membership.

Nonpayment of Assessments

Effects of Nonpayment of Assessments (CCR Article IV).

The Board has the right to assess a 15% interest charge in addition to a \$25 late fee on any annual or special assessments not paid within 15 days of the due date. The Association may bring legal action, up to and including a lien against the property, against any Owner in serious default of annual or special fees.

Meetings

Owner Meetings

(BL Article III)

Annual Meetings shall be held the first week of December each year.

Quarterly Meetings (not in the By Laws but are currently called by the Board of Directors) are held for all Owners to review current financial statements, hear reports from the various Directors and Committees, and to ask questions of the Board.

Special Meetings may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all Owners who are entitled to vote.

Written notice of each meeting of the Owners shall be given by mailing a copy of the notice, *or in a newsletter or an email*, at least fifteen (15) days before such meeting to each Owner entitled to vote. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. *In addition, appropriate signage will be posted to advise owners of the meeting.*

Quorum is required to vote on any measures or business and is achieved when one-tenth (1/10) of the total Ownership are in attendance. If quorum is not achieved at any meeting, the Owners have power to adjourn the meeting until a time when a quorum is present.

Board Meetings

(BL Article VI)

Regular Meetings shall be held at least semiannually at the place and time as agreed to by Board Members.

Special Meetings shall be held when called by the President or by any two Directors, after not less than three (3) days' notice to each Director.

Quorum is achieved when a majority of the number of Directors is present for the transaction of business.

Architectural Review Committee (ARC)

The ARC is to be composed of not less than three (3) or more than five (5) members appointed by the Board of Directors (CCR Article VII).

ARC Responsibilities

- Review proposed construction plans submitted via an ARC Application in accordance with CCR Guidelines (see Guidelines section below);
- Respond in writing to all Applications within 30 days, specifying reasons for any disapproval and refer any appeals to the Board of Directors for final decision, the Board has 30 days to respond;
- Retain all Applications on file.

Owner Responsibilities to the ARC

Owners also have responsibilities to the ARC in regards to construction or alteration of their properties. Two (2) copies of the ARC Application and samples of desired materials, paint colors, landscaping plans, pictures, etc. are to be submitted in a timely manner. *ARC applications are available in several places: the New Owners Welcome packet contains several copies and the website has electronic versions of the applications. If you are a new owner, please feel free to contact the ARC to review all prior ARC improvements to your new home.*

Below is a list of projects Owners MUST submit an ARC Application for **PRIOR to beginning work**. This list is not exhaustive and can be amended to or altered by the ARC Committee or Board of Directors with written notification to Owners. Further details can be found in the Guidelines section below as well.

- Exterior materials and painting
- Roof replacement
- Garage door replacement
- Driveway repair/replacement
- Swimming pools
- Fencing, walls, gates, hedges (new or replacement)
- Mailbox replacement
- Landscaping changes (significant and visible from the street)
- Tree removal or addition
- Exterior lighting

Guidelines for ARC Review

- Detached structures - No tool shed, storage room or other detached structure may be constructed on any lot unless specifically approved *in advance of constructing* by the ARC.
- Painting - The ARC has final approval of exterior color plans, and each Owner must submit to the ARC along with an Application, a color scheme showing the proposed color of the roof, exterior walls, shutters and trim. *Color choices are limited to two complimentary colors, except that all exterior doors shall be of the trim color or standard white. Colors are limited to the color samples maintained by the ARC. Painting must not be started until the ARC Application has been approved.*
- Shutters - No Owner shall install any additional shutters, awnings, exterior trim or any exterior ornamentation or decorations of any kind without the prior written approval of the ARC. *This includes hurricane shutters; Owners must get ARC approval for new installation storm shutters.*
- Roofing - The main body of all homes will have pitched roofs. The ARC has discretion to permit flat roofs on Florida rooms, porches and patios, and on the main body of a home if the roof is modern or contemporary in design and the overall look is harmonious with other approved homes. All pitched roofs are to be fiberglass shingle of a similar type, style and color, or other roofing specifically approved by the ARC.
- Garage Doors - All garage doors must be maintained in a usable condition and constructed of wood, metal, or Masonite.
- Driveways - The location, size and shape of all driveways shall be approved by the ARC. Unless prior written approval is obtained from the ARC, all driveways shall be constructed of grey concrete. *Pavers are also an acceptable alternative to concrete. There is a separate ARC form for driveway pavers that must be filled out and submitted with a sample of the pavers selected PRIOR to installation.*
- Swimming Pools - Any swimming pool constructed on any lot is subject to the following: a) material used is to be industry standard; b) the pool will be constructed behind the residence on any lot, and the outside edge of any pool wall may not be closer than three feet to the rear or side property lines unless waived by the ARC; c) unless specifically approved in writing by the ARC, there shall be no above ground pools; d) pool screen enclosures shall be of a bronze or white color and the screening material shall be of bronze color.
- Lake View - No structures, fences, hedges, trees or other objects which might interfere with the upkeep and maintenance or view of the lake or interfere with natural drainage shall be installed by any Owner, unless specifically approved by ARC.

- Fences - Any fences installed must be six feet high pressure treated wood “shadow box style” with pressure treated 4 x 4 posts installed to the inside of the fence. Fences shall not be painted but left to weather naturally. No chain link fencing will be permitted within the EAST BAY PLANTATION with the exception of the association tennis court fence. *Vinyl fencing is also an acceptable alternative to “shadow box style” wood fencing.*
- Air Conditioners - No window air conditioner units are permitted.
- Windows - No jalousie or similar windows are permitted.
- Mailboxes - Size, location, design, *color*, and type of material must be approved by the ARC.
- Landscaping - No *significant* changes shall be made to the landscape plan for any lot until such changes have received the prior written approval of the ARC. The ARC reserves the right to mandate the type of sod used within EAST BAY PLANTATION. *Significant changes include, but are not limited to, the following: substantial reconstruction or removal of existing flower beds, medium to large tree addition or removal, sod removal or replacement.*
- Exterior Lighting - All exterior lighting, with the exception of up to two (2) entry door lights, up to two (2) garage wall lights, and up to two (2) rear wall lights, must be approved by the ARC prior to installation in order to assure that lighting does not unreasonably interfere with the use or enjoyment of other lots.
- Inspections - All Owners must maintain their lots and homes in good and clean condition and repair. If any lot is not maintained properly, the ARC may give the Owner written notice of specific violations. If appropriate repair or maintenance is not performed by the Owner within fifteen (15) days after receiving notice (*or postmark*), then the Board of Directors has the power but not the obligation to enter the lot, make the necessary repairs, and bill the Owner for the costs incurred. The Owner is personally liable for the reimbursement of the costs. If costs are not paid within thirty (30) days of billing, the ARC may take legal action against the Owner. The Owner would then also be responsible for the cost of legal action and the Board of Directors would have the right to collect by placing a lien upon the property. *Owners have the right to respond to violation letters within 15 days and have a hearing in front of the ARC or Board. Violation letters will contain specific violation noted, remedy expected, and contact information of ARC members.*

Use Restrictions

(CCR Article VIII)

1. Homes in East Bay Plantation are for residential use only. Commercial businesses are prohibited.
2. Sidewalks bordering the streets are property of the City of Melbourne. *However, keeping the sidewalks clean is the Owner's responsibility. Any structural repairs to sidewalks are the responsibility of the City of Melbourne. Please notify the Board of any structural issues with sidewalks in front of your home so that the City of Melbourne can be notified.*
3. No commercial truck, boat, trailer, house trailer, mobile home, camper or other vehicle shall be parked on the street between 1:00 a.m. and 6 a.m. *Vehicles also shall not encroach on or block any sidewalks throughout the community.*
4. No boat, trailer, house trailer, mobile home, camper or other vehicle shall be stored on any lot except in an enclosed garage.
5. Automobiles and trucks may not have commercial lettering or advertising, unless stored in an enclosed garage. Commercial lettering does not apply to county or city government vehicles, such as police cars.
6. No livestock, poultry, or other non-domesticated animals shall be raised, bred or kept on any lot. Domesticated dogs and cats may not run loose on any lot. They shall be kept inside the house or on a leash at all times while outside, unless there is adequate fencing. Not more than four (4) domestic household pets (three of any one kind) shall be kept or maintained.
7. No lot shall be used to accumulate or burn trash or rubbish. All trash and waste materials are to be kept in the containers provided by the City of Melbourne. These containers are to be stored out of sight of the street or within enclosures approved by the ARC.
8. No obnoxious or offensive activity is permitted on any lot. Activities that are a nuisance to other owners are prohibited.
9. Clotheslines are not allowed *in the front yards* of any lot. *They should not be visible from the street.*
10. Lake view lots are not allowed to construct fences that would obstruct any other owner's view without prior written approval of the ARC.
11. All owners are responsible for maintaining the grass areas between the front property line of the lot and paved surface of the road.
12. Inoperative vehicles, trailers, or vehicles without tags are not permitted to remain on any lot, street, driveway, or parking lot longer than 48 hours. No major repairs shall be done except for in an enclosed garage.
13. No owner shall install antennae, towers, or satellite dishes unless located within the structure. *Satellite dishes are permissible and should be installed*

towards the rear of the home provided that an acceptable quality signal can still be received.

14. The Association or an authorized agent/contractor has the right, but not the duty, to enter any lot in order to implement insect, reptile, fire control, or clear or prune any overgrown condition and shall have the right to assess the owner for costs incurred in such work by special assessment.
15. No commercial signs shall be installed or maintained on any lot without written permission of the Association. The exception is realtor signage to assist Owners in selling the home.
16. No ornamental statuary of any type is permitted on any property which can be seen from the street.
17. No reflective foil or other reflective film material is permitted on glass windows.
18. Trees, more than two feet tall or six inches in diameter, within the property lines of any lot shall not be removed without PRIOR written approval of the ARC. Removed trees must be replaced by like trees within 30 days of written demand of ARC.
19. Fixed games and play structures (basketball backboards, *trampolines, swing sets*, etc.) are not allowed. Tree houses or play structures of any kind or nature shall not be constructed on any lot without prior written approval of the ARC. *Portable game/play structures used at the front of the residence must be stored out of sight when not in use and at night. Game goals or backboards shall be free standing and must be maintained in a good condition. Goals or backboards shall never be allowed to obstruct sidewalks or be placed in the street.*
20. Children under the age of twelve may not use the recreational facilities (pool and tennis court) unless accompanied by a parent or legal guardian who is also an owner.

Community Rules & Regulations

Pool Rules

Pool hours are as follows:

Dawn to dusk daily (*no night time swimming allowed*)

1. The swimming pool facility is available to residents and their guests ONLY when accompanied by an adult resident. Pets are not allowed in the pool area, with the exception of service animals.
2. Children under the age of twelve (12) must be accompanied by a parent or legal guardian who is a resident. Children who are not toilet trained must wear rubber pants or swimming diapers at all times when in the pool.
3. All food, glass of any kind, radios, balls, floats, and Frisbees are prohibited from the pool at all times. Water wings and life vests may be used on small children.
4. No smoking in the pool/cabana area.
5. Suntan oils and lotions are to be washed off before entering the pool. Towels are to be placed on pool furniture to prevent staining from oils and lotions.
6. All swimmers must shower before entering the pool.
7. NO DIVING, NO RUNNING AND JUMPING INTO THE POOL.
8. Running, loud, or unruly behavior will not be tolerated. Repeat offenders may be barred from pool use.
9. No playing with hoses, lifesaving equipment, lights, pool furniture, water flow valves or filters, vacuum pump cover, etc.
10. There is no lifeguard on duty. Swim at your own risk and it is recommended that you do not swim alone.
11. Bathrooms are to remain locked at all times and lights off when not in use.
12. Deposit all trash in the trash receptacle with the exception of dirty diapers and pet waste, which must be disposed of in resident's trash can.

Tennis Court Rules

1. The tennis court is available to residents and their guests ONLY when accompanied by an adult resident.
2. Children under twelve (12) must be accompanied by an adult resident.
3. No other type of ball playing or Frisbee throwing is allowed on or near the tennis court.
4. No bicycles, skates, or skateboarding allowed on the tennis court. Violators will pay for resurfacing damaged areas.
5. Proper shoes are required at all times.
6. Deposit empty cans, lids, and other trash in the trash receptacle at the pool.
7. No food, glass of any kind, or radios allowed at the tennis court.

8. We do not have a reservation system, so please limit your playing time to one (1) hour if someone is waiting.

Common Area Rules

1. The common areas located between homes in several areas of the community are considered green belt areas. Use of these areas for any activities is discouraged.

Pet Rules

1. Pets must be on a leash at all times when outside the home, unless there is adequate fencing.
2. All pet waste will be cleaned up immediately and disposed of properly by pet owners. Properly means in your own trash can, not the pool trash can or your neighbor's trash can.

Facility Parking Lot Rules

1. Parking spaces are for owners using the pool and tennis court only.
2. No other vehicles should be parked in the parking lot **from dawn to dusk** to allow owners who wish to use the facilities a place to park.

Rental/Lease Policy

1. Homeowners who desire to rent their property must do so by executing a lease agreement for not less than one year.
2. A copy of the lease agreement must be submitted to the Association to provide positive identification of the tenant.
3. Owner agrees to conduct a pre-qualification background check with the approval of the prospective tenant and notify the Board prior to tenant taking occupancy.
4. No rental house shall be occupied by any group of people who do not constitute a "single family" as the term is defined by the City of Melbourne Code of Ordinances.
5. The maximum number of residents in a rental home shall not exceed twice the number of bedrooms in the home.
6. The Owner shall provide their tenant with copies of the Association's documents, particularly this Homeowner's Manual and shall also inform the tenant that they are required to abide by these rules.
7. The Owner is responsible for lawn and landscaping maintenance, sidewalk and driveway cleaning, and general exterior maintenance of all structures.

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