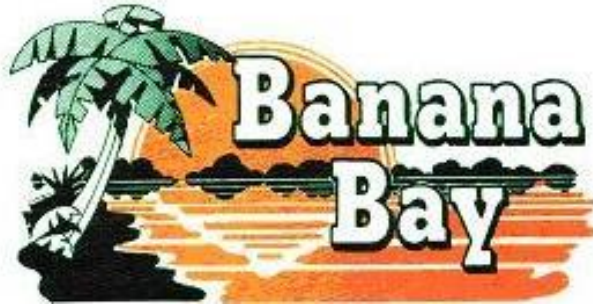


# *HANDBOOK of RULES and REGULATIONS*



## *BANANA BAY CONDOMINIUM ASSOCIATION, INC*

*200 South Banana River Boulevard  
Cocoa Beach, Florida 32931*

*Managed By:*

*Jennifer Vo, President*

*CAM 50768*

*Clover Key, Inc*

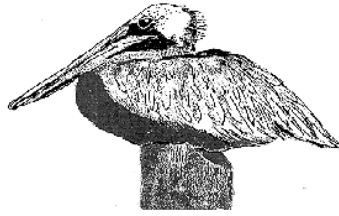
*Office: 321-735-7624*

*Email: [Office@cloverkeyinc.com](mailto:Office@cloverkeyinc.com)*

*July 2023*

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Welcome to our community living guide. The Banana Bay Handbook has been compiled by many board members and managers through the years with an effort to be as complete as possible. We welcome input toward meaningful amendments or additions to this document.

Our association is governed by [Florida Statute, Chapter 718](#) for Condominium Owners Associations, COAs. Condominiums. Chapter 718 represents condos, townhomes, and apartments, while Homeowner Associations, HOAs, Florida Statute, Chapter 720, represents individual houses. Copies of our documents with amendments can be found on [Clover Key Management's website](#). We are governed by a board of 5 directors with an election at our annual meeting held on the first Tuesday in March at 7:00 pm.

Please keep this handbook available to all concerned with your unit. We appreciate the opportunity to enhance the enjoyment of living at Banana Bay.

#### Mission Statement from your Banana Bay Board of Directors'

We strive to provide a safe community with a focus on our ecosystem that borders an aquatic preserve, the Banana River Lagoon. We support native landscaping, improving activities and amenities for all residents to enjoy the beautiful grounds. Our objective is to promote a strong maintenance program and that in turn supports high market values of our property. It is vital to protect and appropriately utilize our owner's monetary contributions, advice, and volunteer efforts in support of our association. The goal is to foster a harmonious environment for all residents.



## Clover Key Management Company, Inc

110 Imperial Street Merritt Island, FL 32952

E-mail [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com) ♣ [www.cloverkeyinc.com](http://www.cloverkeyinc.com)

office: (321) 735-7624

### 1. Clover Key, INC. – Services and Contact Information

Clover Key, Inc has been retained by your Board of Directors to assist in the management and financial oversight of your condominium. Our services include the collection of assessments, monthly financial reports, our presence at Association meetings and the preparation of minutes of those meetings. We also oversee the condition of the “common elements” of your property and obtain bids for maintenance, repair, or replacement when necessary. We ensure that all

owners and their guests adhere to the rules of the Association (called covenant enforcement) and that the sections of their homes that affect others are maintained to the standards proposed in your governing documents. All of this is done within the parameters set forth in Florida Statute 718.

Regarding maintenance and repairs, this refers to “common area” problems (pools, sprinklers, retention ponds, landscaping, clubhouse, building exteriors, elevators, alarms, etc.) are referred to us for solutions. If items in your “limited common areas” such as doors, screens, windows, or patios need attention, we will ask that you repair or replace anything you are responsible for maintaining.

If you have a change of address, will be selling or renting your unit, have financial questions or need copies of documents, please contact us for assistance. If you receive the voice-mail message, please leave a detailed request and we will return your call promptly. For after-hours emergencies, please call 321-501-1523. Please leave a detailed message or text your questions, and the manager or maintenance personnel will be paged. Usually, late-night emergencies revolve around water, elevators, or alarms. We have contractors who will come out whenever called, but if a problem is found to be the owner’s responsibility, the bill will have to be paid at the time of service by the owner.

We strive to communicate with all owners about issues and updates at Banana Bay. To do that well, we would REALLY APPRECIATE your email address! We assure you that we do not sell or forward your email address to anyone. All communications will be by “blind copy” so that no one will see your address. We ask that you email us at [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com) with your name, unit number and phone number, along with your off-site address if you do not live here. Again, these e-mail addresses are kept confidential and are not given out to anyone. They only help your association save money on postage and paper, whenever legally able to do so.

The Board, as well as management, will periodically email updates about maintenance or upcoming social gatherings in the clubhouse.

We also offer a page on our website for each of our properties. Go to [www.cloverkeyinc.com](http://www.cloverkeyinc.com) and click on the photo of the Banana Bay. There you will find minutes of Association meetings, rules and regulations, wind mitigation forms for your insurance agent, helpful forms, and other items that your Board has approved. If you have ideas for other items or links to add to your page, please let us know. We want to increase your sense of community and will help in any way possible.

The monthly fees are set by the board each budget year. Sunrise Bank is the custodian of Association funds, and they have a “lockbox” service to accept your mail in coupon with the check payment and provide proof to management of your account being credited. Owners preferring a coupon book should contact Jennifer Vo by e-mail at [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com), There is a small fee for the coupon book. If you prefer an automatic payment, you may set it up with AppFolio.

## **2.AppFolio Property Management Software: Payments, Work Orders**

Clover Key uses management software, AppFolio, that handles all work orders, e-mail notifications, and online payments. The following pages are informational sheets for you to review your leisure prior to activation of your individualized homepage (portal). Owners must provide management with an e-mail to activate the homepage (portal). Owners will receive notification when the portal is ready to activate. Help will be provided to those requesting it.

- A step-by-step tutorial will be provided along with a 2-minute tutorial video.
- If you would like, review the following video prior to setting up your account:  
<https://www.appfolio.com/help/owner>
- If you would like to the AppFolio view features, you can review the following:  
<https://www.appfolio.com/help/owner-portal>

### **3. Statement of Responsibility**

1. All owners, residents, tenants, and guests at Banana Bay, are responsible for complying with the Rules, Regulations and limitations contained in the Declaration of Condominium of Banana Bay.
2. A condominium is a community of private apartments. Rules and Regulations are established for the common good, to guard the safety, health, and life of all individuals, to protect property and to eliminate annoying nuisances. We strive to maintain standards of good conduct and polite, kind behavior.
3. Rules & Regulations are provided as guidelines designed to help insure the right of every resident to peaceful enjoyment of Banana Bay.
4. Reasonable regulations concerning the use of the Banana Bay property may be made from time to time by the Board of Directors as provided for by the Articles of Incorporation and the By-laws.
5. Clover Key, Inc., under the direction of the Board of Directors, is responsible for ensuring conformance with these Rules and Regulations by all residents. Resident occupants, whether owners or tenants, shall be responsible for their guests/visitor's compliance with all rules and regulations.
6. The Board of Directors may take legal action as necessary to enforce the Rules and Regulations.
7. In case of a violation of the Rules and Regulations, a formal notice of the violation will be given to the Owner or Resident involved. Should no corrective measures be taken by the owner or resident to bring the matter into conformance, the Board will set a date at such time the Owner or Resident may meet with the board to discuss the problem before the Board seeks legal recourse.
8. If you have any questions concerning any rule and its enforcement, please bring it to the attention of the Board, in writing by email or mail.
9. When a residential condominium unit is offered for sale or rent the purchaser/lessee MUST be provided a copy of the following:
  1. Declaration of Condominium
  2. Articles of Incorporation
  3. By-Laws
  4. Rules and Regulations
  5. Question-and-Answer Sheet
  6. Occupant Information Form

Copies of these documents are available online through the Clover Key website. These documents must be provided to prospective buyer/renter at seller/owner's expense. Copies may be requested through Clover Key. A charge of 35 cents per page will be billed to the unit account.

## 4. Website

1. Our website is found on our management company's main website:  
<http://www.cloverkeyinc.com/BananaBay/>  
This site is open to the public. Clover Key Management handles the content and postings required by the State of Florida:
  1. Financials
  2. Board Meeting Minutes
  3. Insurance Information and Wind Mitigation Reports for each Building
  4. Forms (Clubhouse Rental, Unit modification, etc.)
  5. The Declaration, Bylaws and Amendments
  6. Handbook with Rules, Regulations, Policies and Procedures

## 5. Monthly Maintenance Fees

1. Monthly Maintenance Fees are due on the FIRST of each month and delinquent after the TENTH of that month. A twenty-five (\$25.00) dollar late fee will be charged for each over-due maintenance fee payment.
2. The following is an excerpt from Section 7 (page 5) of the Banana Bay Declaration of Condominium.
  1. "One-twelve (1/12) of the annual assessment shall be due and payable in advance to the Association on the first (1st) day of each month."
  2. "The Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty-five and no/100 dollars (\$25.00) on payments more than ten (10) days late."
  3. "Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid."
  4. "In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments."
3. The following is an excerpt from Chapter 718 Florida Statutes (The Condominium Act). 'Any payment received by an association shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.'

## 6. Rules and Regulations for Owners, Guests, and Tenants

1. A copy of these rules and regulations must be available in each unit for guests and renters. The owner is responsible for guest compliance. Owner and Rental agent are responsible for renter's compliance.
2. Owners are responsible for damages to common areas made by themselves, their renters, their guest, their children or relatives, their pet, and their contractors or repair service men. Owners will be billed by the Association if the Association must perform the repair, or the repair made on the behalf of an owner is not satisfactory.

3. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is a source of annoyance to residents or which interferes with peaceful possession and proper use of the property by its residents. Excessive noise of any nature, including amplified music which could disturb the residents is strictly prohibited.
4. Observe all Pool Rules posted near the pool including: NO ANIMALS inside pool enclosure: NO GLASS containers inside pool enclosure: NO FOOD or DRINK within 4 feet of pool edge. The SAFETY ROPE must be attached across the pool. Do not sit on the safety rope. Return all pool lounge chairs to their original position. Shut umbrellas when not in use.
5. No sign, advertisement or notice of any type shall be shown on common property or on any unit.
6. Display of flags is limited to one American Flag "Battle Flag" (3'X5'or smaller) size the week of a national holiday. Mid-rise Buildings, one flag per unit may displayed on the walkway rail directly outside a unit. In town homes, one flag may be displayed from the balcony. A flag displayed at the mid-rise buildings must be on a flagpole. Maintenance will install a pole hanger at the request of a unit; the unit owner or renter must provide the hanger. Flags may not be directly attached to the railing or the facade of any building.
7. No garage, yard, estate, or other type of sale may be held on common or limited common property, except as approved by the Board. Request to conduct a yard/garage sale may be made by email to Clover Key Management. In the request provide date(s) of sale, location of sale. If sale is in garage(s) or carports(s), list the units that will be participating. If a Cocoa Beach permit is required, it is the responsibility of a unit owner/resident to obtain the permit.
8. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse, garbage shall be allowed to accumulate, nor is any fire hazard allowed to exist. This includes trash, shopping carts etc., in courtyards of townhomes.
9. Residents shall not place any door mats, furniture, packages, or objects of any kind in the walkways or in or on any other areas and/or facilities of similar nature, both common and limited; townhome courtyards are excluded from this rule. Such areas shall be used only for normal transit through them.
10. Banana Bay allows residents to take shopping carts from the shopping mall to their unit. Users should return carts to the mall. No carts shall be left on the walkways of the mid-rise buildings or on townhome sidewalks.
11. It is prohibited to shake rugs, shoes, dust mops, etc. or to hang rugs, bedding, garments, or other items from balconies or from the facades of any of the buildings. Do not leave shoes, ashtrays, personal items etc. outside doors of the mid-rise buildings or gates of townhomes. Observe all use restrictions posted on premises.
12. The fishing pier is for fishing only. Boat docking is permitted only for a period of loading/unloading passengers and equipment during daylight hours. Boat operators must be present at dock when boat is present.
13. Children must be under adult supervision and control when on premises outside your unit. Unsupervised children are never permitted in the common areas without an adult in attendance. Unsupervised minor children may not use the parking areas and driveways of Banana Bay as playgrounds.

14. All residents and guests should be aware that children reside in Banana Bay and extreme caution should be exercised when driving cars on condominium property.
15. No Fireworks are allowed to be ignited on Banana Bay property, including the dock.
16. Barbecue grills, and smokers must be 10 feet away from any structure or overhang. The type of grills can be gas or electric. Gas grills or smokers are restricted to 1-pound disposable cylinders. A maximum of 5 cylinders may be stored in garages or units.
17. Use of grills or smokers in garages is prohibited. No Grills are permitted on the balconies of the mid-rise buildings.
18. Car washes are available between the mid-rise buildings and in section one. Please DO NOT use excessive water to wash your car, patio furniture, screens, etc. Turn the faucet off, even if there is a spray attachment when finished. The Association is billed for both water and sewer for all water used.
19. Outdoor lighting:
  1. Townhomes may add one row of white LED/Rope lighting on the top brace of the courtyard fence. Electrical outlets/wiring of added lights must meet building code and not present a hazard. No additional lighting may be attached to the fence or walls except the outdoor lights by the doors that are part of the original construction. These outdoor lights are the responsibility of the owner to replace.
  2. Holiday lighting may be installed from November 15 and must be removed by January 15 of the following year. Townhomes may install holiday lighting throughout their courtyard and fence. Mid-rise units are limited to decorating front windows and balconies.
20. Plants: (Please see the [Landscape Policy](#) for detailed plant and landscape guidelines)
  1. The following plants are prohibited to be planted in the ground at Banana Bay, this includes inside courtyards which are a limited common area: Bougainvillea, Schefflera, Yucca, and Ficus.
  2. Mid-rise Courtyards and Townhomes: Personal installation of plants of any type requires Board Approval. Planting and/or placement of potted plants outside the courtyard fence or in the mid-rise courtyards are permitted with approval from the Board of Directors. A garden and maintenance plan may be required. (See [Landscape Policy](#) for further details).
21. Sun Sails (Sunshades) for Townhome Courtyards:

Fabric Shades can be attached to the second-floor deck by rope or Bungee cords and not physically attached to structure by nail, screws, or invasive fasteners. Choice of color should be beige or tan to blend with current paint colors.

## **7. Parking Areas / Garages / Carports/ Roadways**

1. Speed Limit is 10 MILES PER HOUR on all Banana Bay property.
2. Unsupervised minor children may not use the parking areas and driveways of Banana Bay as playgrounds. All residents and guests should be aware that children reside in Banana Bay and extreme caution should be exercised when driving cars on condominium property.



3. Commercial use of a garage is prohibited. Garage doors must be kept closed when not in use. No grilling in garages. No freezers, refrigerators, ceiling fans or other electric household appliances shall be operated in the garages. Garage power outlets may not be used for electric grills. Remember that the association pays for this electricity, not the individual owner.
4. Traffic flow patterns have been established with signs and arrows in some of the parking areas. Compliance is expected from visitors, residents, and guests.
5. No parking is permitted in Fire Lanes or hash-lined areas, along roadways, or on the grass.
6. Only automobiles and trucks under 1-ton capacity may be parked within the spaces assigned to owners.
7. Permitted vehicles must fit within the lines of the parking space; length includes any accessory like hitches.
8. Observe parking regulations by using the space assigned to the owner of your occupied unit. Each lot has an unassigned space available to each resident. If tenant information is not provided to Clover Key Management, the tenant and their guests vehicles are subject to towing, even in assigned spaces if we cannot determine ownership.
  - Townhome Units: One (1) carport and one (1) open space.
  - Mid-rise Units: One (1) garage and one (1) open space.
9. No parking is permitted in fire lanes or hash-lined areas along roadways or on the grass. Vehicles parked in these areas may be subject to towing at owners' expense after a reasonable investigation and request to move.
10. Vehicles parked at Banana Bay must be in operating condition, current valid registration, and tags, and not leaking oil. Vehicles in violation of parking regulations may be subject to towing at owners' expense after a reasonable investigation and request to move.
11. Trucks over 1 ton capacity, commercial vehicles, vehicles with commercial signage/wrapping, decals, magnetic signs, etc. are not permitted to park at Banana Bay. Vehicles from vendors and contractors may park on the property while workers/contractors are providing a service and/or delivering to common property or a unit.
12. No boats or trailers of any type are permitted to be parked at Banana Bay. Cars or pickup trucks, motorcycles, recreational vehicles, or trailers are NOT permitted unless approved by the Board of Administration. NO vehicle of a commercial nature or with a commercial sign is permitted except to load or unload and conduct approved work on the property.. See regulations for [Recreational Vehicles](#).
13. Kayaks may be stored on racks at northeast end of the property. Your unit number will designate your spot. See [Hurricane Procedures](#) for more details regarding moving them in the event of a storm.
14. Vehicles found to be leaking oil will be notified. Vehicles registered with Banana Bay will have 3 days for repairs. During those 3 days, action must be taken by the owner to protect asphalt. If damage to asphalt occurs, unit owner will be billed for asphalt repairs. Vehicles not registered and if the owner cannot be located may be subject to towing.

15. Servicing or repairing vehicles in Banana Bay parking areas is PROHIBITED. Pursuant to Section 715.07 of the Florida Statutes unauthorized vehicles parked at Banana Bay must be in operating condition and carry a current license plate (tag).
16. Storage Pods:
  2. May not be placed in the parking areas without prior approval of the Board.
  3. Storage Pod placement is limited to a maximum of 7 days unless exceptions are approved by the board.
  4. Size must fit in the marked standard parking space and not extend into the drive.

**Form: Exception for Vehicle Parking**

Please fill out this form and return it to Banana Bay c/o Clover Key Property Management:

110 Imperial Street  
Merritt Island, FL 32954  
Office: 321-735-7624  
Jennifer Vo, Manager [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com)

Unit #: \_\_\_\_\_

Unit Owner 1 Full Name: \_\_\_\_\_ Unit Owner 2 Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Vehicle:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

General Parking Area \_\_\_\_\_

Reason for Exception:

Board Approval: Date: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Signature of Board Member or Manager: \_\_\_\_\_

Management Notes:

## 8. Unit Information:

1. Each unit is restricted to single family, residential use. A two (2) bedroom unit is restricted to four (4) occupants. A three (3) bedroom unit is restricted to six (6) occupants. Occupants include adults and children. (See AMENDMENT October 5<sup>th</sup> 2019)
2. Upon purchase or rental of a unit, owner and/or renters must register with Clover Key Management: all occupants of the unit, all vehicles that will be parked on the property, your current address, email address(es), and emergency phone contact(s). Part time residents must provide a secondary contact address and phone number other than Banana Bay.
3. Key(s) and/or Entry Code for unit door, and gates for townhomes, must be provided to HOA for emergency access, entry for repairs and inspections with proper notice. If access is required and key/code is not available, a locksmith will be hired to open the unit and the owner will be charged the locksmith fee plus administrative charges.
4. If the Fire Department or Emergency Personnel must enter a unit and causes damage, repairs will be an Owner responsibility.
5. Window coverings and appearance from the outside: Blinds, draperies, shades, and shutters are to provide a uniform look and limited to white, off white, or light beige.
6. Cardboard, paper, solid plastic, etc. is not permitted to cover windows except for temporary purposes like construction, painting etc.
7. No fans or vents may be mounted in window or sliding glass door openings. Windows and/or sliding glass doors cannot be left partially opened and the opening filled with any material like cardboard etc.
8. If any resident suspects termite infestation, please contact the Clover Key Management. The Association maintains Termite Infestation Service. Banana Bay has a pest control contract. For pest control inside your unit, contact Truly Nolan: 321-242-8800.
9. Each owner of a unit in a quadruplex (townhome) shall be entitled to replace and/or paint their current front door with any style and color of the owner's choosing, provided that all such work must be properly permitted as may be required by law and must comply with all applicable building codes. Once replaced or repainted, the owner and all subsequent owners of the unit shall thereafter be responsible for all future maintenance, repair, and replacement of the front door. THIS DOES NOT APPLY TO FRONT DOORS OF UNITS IN MID-RISE BUILDINGS.
10. Owners or renters "loaning" their unit without compensation, must complete an [Occupancy Form](#). Submit it to Clover Key Management Company at least 5 days before occupancy. An unaccompanied guest(s) is up to 2 individuals per bedroom who will be residing in the unit, without compensation to the owner, and the owner or renter is not residing in the unit at the time. This form is required for unaccompanied guests as well.
11. Modification to units such as moving/removing walls, plumbing, flooring, windows. hurricane shutters and sliding glass doors must be submitted to the board for approval.

If approved by the board, permits as required must be obtained per local ordinance. All installations must comply and have approval per the policy and procedures. (See [Unit Modifications](#) for further details). Replacement of existing fixtures like cabinets, bathroom fixtures etc. do not require approval. Hot water heaters and Electrical Breaker Boxes do require a city permit, although not association approval. A copy of the permit is useful to keep in the Banana Bay Unit files especially if the unit is sold.

12. Units with “bracket” style storm shutters, shutters with panels that are not permanently installed on the building, may be installed 5 days before the projected impact of a storm and must be removed within 5 days after a storm. (See [Hurricane Shutter Specifications](#) for further details).

## **9. Animals (Pets):**

1. Each unit is limited to two animals. One dog and one cat or combination thereof for a total of not more than two such animals. No dog or cat shall weigh more than thirty (30) pounds each when weighed at maturity. All animals shall be kept on a leash when outside a unit on the common property and shall not create a nuisance. Any animal deemed to be a nuisance shall be permanently removed from the Condominium. No owner shall engage in the commercial breeding of any permitted animal. (See AMENDMENT Oct 5<sup>th</sup> 2019)

## **10. Trash/Bulk/Household/Yard Waste:**

1. Trash Chutes are provided on all corridors of mid-rise buildings for disposal of plastic bagged and securely tied garbage. Large and lengthy items such as boxes (these may clog trash chutes) must be carried to the ground level and disposed of within dumpster garages directly under the trash chutes.
2. Recycling bins are provided adjacent to the dumpsters for disposal of ONLY these items: CANS, GLASS, CARDBOARD, PAPER, PLASTIC. You do not need to separate these items. DO NOT PLACE ANY ITEMS, EVEN CARDBOARD BOXES, ON TOP OF RECYCLE BINS. WASTE MANAGEMENT FINES BANANA BAY FOR ITEMS PLACED ON TOP OF THE BINS. Breakdown boxes and place cardboard inside recycle bins.
3. Do not discard cans or bottles in plastic bags. Any recyclable material in plastic bags is rejected at the recycling center. It will be treated as household garbage.
4. No bulk or non-household items may be disposed of at Banana Bay in the dumpster areas. Call Waste Management to arrange bulk pickup, (321) 636-6894. This includes but is not limited to appliances (large or small), furniture, construction debris, boxes for cabinets, tires, auto parts and anything that is not normal household garbage. Construction debris and packaging of flooring, cabinets, plumbing fixtures cannot be disposed at Banana Bay. If you need to schedule a bulk pickup, please contact the Management Office. Wait until authorized before placing items out for pickup. Bulk pickup quota is 3 cubic yards for the entire complex. There is NO CHARGE to a unit owner unless Banana Bay quota has been met. Owners will be responsible for the excess charge of bulk pickup, which is approximately \$52 per item (price set by Waste Management). DO NOT PLACE HOUSEHOLD ITEMS FOR DISPOSAL IN DUMPSTER AREA UNTIL A SCHEDULE DATE HAS BEEN CONFIRMED.

5. Townhome yard waste must be placed in yard waste dumpsters located in Section 1, 2, 3, and behind the 2300 garages. Yard waste is not to be placed in trash dumpsters or on the ground or on top of the yard waste dumpsters. Charges for maintenance picking up waste left outside gates will be applied to the owners account,

## 11. Work Orders – Repair & Maintenance Requests

1. Requests for repairs and maintenance to common and limited common areas are to be submitted to Clover Key Management online through the AppFolio link. For unit owners and tenants who are unable to use AppFolio, please call Clover Key Management to file a work order. AppFolio provides registered users, the Board, Maintenance Personnel and Clover Key the ability to track the status of work orders. There are no paper forms for work orders.
2. Banana Bay personnel cannot provide maintenance or repair to the interior of a unit when they are “on the clock with Banana Bay”, with exceptions specified in the by-laws. Also, piping, and electrical lines/fixtures that only serve one unit are the responsibility of the unit owner.
3. Please DO NOT contact Maintenance or Board Members to submit a routine work order. Call Clover Key Management (321) 732-7624.
1. **EMERGENCY** Work Orders should be called in to Clover Key Management. They have excellent resources to assist our residents.

## 12. Occupancy and Rental of Unit

4. A unit may be rented, provided the occupancy is for single-family residential use only in compliance with the [occupancy requirements](#). No unit shall be advertised, marketed, or otherwise listed on an internet vacation, bed and breakfast, resort, or other rental site as being [available for short-term occupancy](#) or for any other purpose which would result in a violation of association’s governing documents. The term “short-term occupancy” shall mean any period less than thirty (30) days consecutively. (See AMENDMENT Oct 5<sup>th</sup> 2019)
5. When a unit is rented, the owner(s) give up all rights to the use of amenities i.e. pools and recreational areas for the term of the rental.
13. Each unit is restricted to single family, residential use. A two (2) bedroom unit is restricted to four (4) occupants. A three (3) bedroom unit is restricted to six (6) occupants. Occupants include adults and children. (See AMENDMENT October 5<sup>th</sup> 2019)
6. Any damage done by tenants, guests, or short-term rental occupants (30 days to 1 year rental agreement) to Common & Limited Common Areas, improper disposal of waste, etc. that result in the Association having to expend Association funds will be billed to the unit owner through AppFolio. Unpaid balances are subject to collections and lien.
7. The owner and/or agent is responsible for delivering a completed Occupancy Information form to the Management Company/Clover Key 5 days BEFORE the guest or tenant moves into your unit.

## 13. Unaccompanied Houseguest Information

Residents are required to inform Banana Bay’s Management Company, Clover Key Inc., of an “Unaccompanied House guest(s)”, by submitting the [“Occupancy Form”](#) either electronically or by hard copy five days prior to the Unaccompanied House guest(s)

arrival. It is the owner's/tenant's responsibility and duty to inform all Unaccompanied House guests of their requirement to comply with all documents, Rules & Regulations set forth by the Association. Any damage, or fees charged due to noncompliance with rules, policies, and procedure, towing etc. is the responsibility of the unit owner. Any charges created by an unaccompanied guest(s) will be charged to the unit owner through AppFolio and are subject to late charges, collections, and lien.

Definitions:

1. An owner(s) is defined as any person named on the recorded deed. A renter(s) is defined as any person who signed an Association approved lease to use the owner's unit and who occupies a unit, as well as anyone who is a member of the household of such person who in fact occupies a unit. Together the owner or renter who is in occupancy in a unit is referred to as a "resident".
2. An "Unaccompanied House guest" is defined as a house guest authorized by a resident to use the Unit in the resident's absence from the unit.
3. A "house guest" is defined as one who spends an overnight(s) in a unit as a guest of the resident while the resident is also present in the unit.
4. A "guest" is defined as a person visiting a resident while the resident is also present in the unit. However, a guest does not spend the night for this document.

Purpose/Rationale:

The Board of Directors of the Association has concern for the well-being and safety of all its residents as well as for the care and protection of all Association property, including the units. The Board of Directors needs to know the identity of residents on the property in the event of an emergency, disaster, or security failure and to be sure that all persons are properly authorized to be present in a unit or on the property at any time.

This policy is also set forth to preserve the common elements of the Association, including, but not limited to, parking, pool use and the clubhouse. This policy applies to all unit owners and renters.

# Banana Bay Condominium Association, Inc.

## Form – Occupancy Form

Your cooperation in completing this profile thoroughly and promptly will be greatly appreciated. Please return the completed profile to the management company Clover Key, Inc. at 110 Imperial Street, Merritt Island, FL 32952 or email to [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com) **5 DAYS BEFORE SCHEDULED MOVE-IN.**

**THE MINIMUM RENTAL PERIOD IS NO LESS THAN THIRTY (30) DAYS.**

UNIT \_\_\_\_\_ OWNER NAME \_\_\_\_\_  
Tenant(s) or Guest(s) Full Name(s)

Home Ph \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Work Ph \_\_\_\_\_ Company Name \_\_\_\_\_

Lease Term \_\_\_\_\_ months, expiring \_\_\_\_\_

Unaccompanied Guest (if applicable) Length of stay: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Others Living in Unit:

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Number in Household \_\_\_\_\_

Please provide name & phone number of agent or person handling rental:

Name \_\_\_\_\_ Company Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**ANIMALS** (Two animals are allowed, but weight must not exceed thirty (30) pounds each). Animals must be on leash while on condo grounds and animal owners are required to clean up after their pets.

Type \_\_\_\_\_ Weight \_\_\_\_\_ Name \_\_\_\_\_

Type \_\_\_\_\_ Weight \_\_\_\_\_ Name \_\_\_\_\_

Vehicle Registration:

Year	Make	Model	Color	Tag	State
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Attach Photos of Driver's License for Tenants and Unaccompanied House Guest**

By signing below, the owner or owner's agent, and renter(s), agree that the rules have been read and are understood by all parties. Please ensure that the tenant received post box and pool bathroom key as well as clubhouse and Publix gate code.

Owner/Agent \_\_\_\_\_ Tenant \_\_\_\_\_

Date Signed \_\_\_\_\_ Tenant \_\_\_\_\_



## 14. Requesting Information

An owner may request information from the Association. The Board has approved the following requirements to maintain compliance with Florida Statutes.

1. Requests for information must be in writing and sent to Clover Key Management Company by Certified Mail. To expedite, a copy may be sent by email, but the email needs to be followed by a paper copy sent by Certified Mail. Response time requirements start on the day of receipt of the Certified Mail inquiry. An inquiry means a question that requires the Board or Management Company to provide a specific answer. General questions, complaints, work orders etc., do not constitute an inquiry/Request for Information.
2. A written request for information is limited to one issue per inquiry with a maximum of 5 questions related to one subject. Owner inquiries are limited to one issue for each 30-day period. The Board has ten (10) business days to respond to a written request. However, the Association is permitted additional time if the Board Needs an opinion or input from:
  1. The Florida Division of Condominiums regarding compliance with Florida Statutes. If input from the Division is needed, the Board has ten (10) days to respond to an inquiry after receipt of the input from the Division.
  2. Legal Opinion: If a legal opinion is required, the Board has sixty (60) days to respond to recipient of the written request.
3. This policy and procedures are governed by Florida Statue 718. The Statue supersedes any portion of this policy and procedure. At the time of approval, this policy and procedure follows State requirements.

## 15. Unit Owner Grievance

Participation in preservation of common elements, safety, and enjoyment of our community)

1. This is the home and full-time residence of many of our unit owners. As concerned unit owners, you are urged to take prompt and appropriate personal action when observing anyone in violation of the rules and regulations. You have this authority as a unit owner. Do not endanger yourself or others.
2. Any unit owner observing misbehavior by adults and/or unsupervised children misusing or causing destruction of our common elements or endangering their safety should take steps to gain control of such actions (seeking assistance if necessary and advisable to avoid confrontation).
3. If a violator persists and you are unable or not comfortable gaining compliance, seek assistance by reporting the violators to Banana Bay Management Company or to local police authorities should the violation warrant such action.

A Grievance Form is supplied for your use in obtaining assistance toward the resolution of any grievance you have been unable to resolve.

## Form - Grievance

**Send completed form by email, mail, text or hand deliver to:**

Clover Key, Inc  
Community Association Management  
110 Imperial St.  
Merritt Island, FL 32952  
Office: 321-735-7624 Cell: 321-501-1523  
Email: [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com)

Your Name \_\_\_\_\_ Your Unit Number: \_\_\_\_\_ Phone: \_\_\_\_\_

***Please provide information, if you do not know please write "DNK" (Do Not Know) If additional space is needed, please add page.***

Alleged Offender's Name: \_\_\_\_\_

Unit Number of Offender, or General Area, or Building \_\_\_\_\_

Is Offender a Renter? \_\_\_\_\_ Is this the First Complaint in Writing: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

Have you discussed this complaint with the offender? \_\_\_\_\_

If yes, what was the reaction? \_\_\_\_\_

Neighbors who can verify this grievance, if requested:

Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Your Signature:

\_\_\_\_\_

signature

\_\_\_\_\_

Date

Board Member Who Verified Grievance: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **16. Security / Common Area and Unit Access / Unit Emergencies**

### **COMMON AREA ACCESS:**

1. Unit owners are to obtain mailbox and pool restroom keys from the seller. Banana Bay does not provide or replace mailbox keys. Replacement pool restroom keys may be requested through AppFolio work order with Clover Key, Inc. The unit owner will be billed \$5.00 the following month for each copy of the key.
2. Tenants and guests must request mailbox and restroom keys from unit owner and/or host. Banana Bay does not provide keys to non-owners.
3. Cameras are installed in the clubhouse and pool area. Trail Cameras may be used in areas such as the north pool, kayak area and trash disposal areas as the board deems necessary.

### **UNIT ACCESS:**

1. The Board of Directors maintains a protected lock box, within the condominium office, containing keys to each unit. Use of these keys is restricted to addressing common and limited element emergencies, extermination inspections as well as inspections necessary to maintain limited and common elements.
2. Unit Owners and/or residents must provide a copy of the keys to access the front door. For townhomes, a gate key, if needed, must be provided. If electronic locks are used, an access code must be provided.
  1. Section 718.111 (5)(a) of the Florida Condominium Act states that an association has the irrevocable right of access to each unit during reasonable hours when access is necessary to maintain, repair, or replace the common elements or any portion of a unit that the association maintains, or if it is necessary to prevent damage to the common elements or another unit.
  2. If access to a unit is deemed necessary by a Board Officer and the keys or codes are not provided, the Board will hire a locksmith to unlock the door and/or gate. If a locksmith is unable to unlock the locks, the lock(s) may be drilled out to gain access to the unit. The expense for a locksmith will be billed to the unit owner through AppFolio. Billing will include locksmith charges, and, if needed, charges for replacement locks and keys.
  3. It is suggested you confidentially maintain an extra key within your automobile or to a trusted friend or neighbor. This may prevent a delay or "lock out" in efforts to locate a board member or Banana Bay Management for lock box access to our condominium keys. In case of an emergency, trained medical response teams or police officers will open your door if locked and you cannot respond. In case of an emergency, DO NOT wait for a board member or Banana Bay Management to locate a key. Doors can be more easily repaired than our residents.
  4. The cost to repair and/or replace Doors that are damaged for emergency entrance by anyone, including emergency personnel, is the responsibility of the unit owner. Costs will be billed through AppFolio and are due upon receipt.
  5. The Board of Directors cannot and will not assume the risk for anyone entering units during unit owner absence using our condominium unit keys for maintenance, cleaning, or other use. It is your responsibility as an owner to provide separate keys to such contractors, individuals, or your designated agent. Keys for units will ONLY be made available to any workmen who are accompanied by our manager or maintenance personnel in the performance of their duties. This is policy UNLESS a waiver of

responsibility for loss or damage is on file with the association. Such waiver is to be signed by the unit owner.

6. Should it be your choice to furnish separate keys to our maintenance person for his use to perform after-hour services to your unit, please inform the Board in writing of such access authority. During the hourly scope of our maintenance person's employment, our Board cannot subject itself to the risk of liability by allowing him to open units for third party access. This includes any units where the owners have entrusted their unit keys to him personally as well. To protect your Association, it is again suggested that you engage the assistance of a trusted friend, neighbor, or agent to act in your behalf whenever access to your unit is required.

#### **UNIT EMERGENCIES:**

Your Association expects to use its best efforts to gain control over emergencies, especially where common elements may be involved. Emergencies such as flooding from unit owned plumbing and air conditioner/heat pump equipment are the responsibility of the unit owners to control and to extract any water flooding. Emergency efforts from your Association can be expected to assist with absentee owner problems at the owner's expense.

### **17. Reminders for Vacation and Seasonal Departures**

Whenever a unit owner or their tenants depart from Banana Bay, it is important that precautions be taken prior to departures such as:

1. **BALCONY FURNITURE OR OTHER ITEMS:**

Open balconies/decks and patios should be cleared of all items; they can become flying objects that damage buildings during severe windstorms or hurricanes. This includes Barbecue grills and propane tanks. In the case of a named storm and implementation of The Hurricane Plan, unit owners may be charged for moving items into a unit.

2. **SLIDER DOOR SILL TROUGH:**

Weather-seal trough by tightly stuffing towels along its entire length, as wind driven rain will blow water onto your carpet and sidewalls. This will result in water damage within your unit, and, in the case of the mid-rise buildings, any units located below your unit.

3. **CITY WATER:**

The city water valve within or outside your unit must be cut off to prevent water leaks from flooding your unit or any units below. TEST your cut off by running water from a nearby faucet before your departure.

4. **AIR CONDITIONER/HEAT:**  
During an absence, even for short periods, the air conditioning systems must be left on at a minimum of 78 degrees Fahrenheit. This is to prevent MOLD from forming in a unit. Air Conditioning should be left on during winter months too.
5. Prior to departure, unit owners must assure that HVAC condensate drainpipe is clear of debris and algae. Unit owner should pour half a cup of vinegar or proper solution to avoid algae growth in the drain line.
6. Banana Bay Employees, Board Members, or Management Company Personnel DO NOT conduct/perform NON-EMERGENCY courtesy inspections of a unit while an owner or tenant is away. For example, after a storm Banana Bay personnel do not go inside units to “check things.” Please decide with a local person or agency to check on your property.
7. Verify that Condominium Association has key(s) and/or Codes to open doors and, for townhomes, gate. In case of emergency and/or access needed for maintenance like water leak, the Association will authorize drilling of the lock(s) to gain access. All costs to gain access and to secure unit are the responsibility of the unit owner.

## **18. Barbecue Grills and/or Smokers (Fire Code Regulations for Multi-Family Units)**

1. A grill or smoker must be ten feet away from any structure or overhang.
2. The type of grills or smokers can be gas or electric.
3. Gas grills or smokers are restricted to one-pound disposable cylinders.
4. A maximum of five cylinders may be stored in garages or units.
5. Grills and smokers may not be used under carports or in garages.
6. Electric Grill/smokers may not be plugged into garage outlets. Electricity is billed to the Association, not the unit owner.

## **19. Barbecue Grills Use at Clubhouse**

1. Grills (belonging to an owner) may be placed on the patio, 10 feet away from the roof overhang area.
2. responsible for cleaning the grill and returning it to their unit.

## **20. Clubhouse Use Guidelines & Reservations**

1. The Banana Bay Clubhouse provides facilities for Membership meetings, Board of Director meetings and Association social affairs as may be planned and implemented.

The Clubhouse is available to residents for private parties subject to the following:

1. Use of the Clubhouse for private parties is restricted to residents and owners. Applications for business or outside organizations will not be accepted.
2. The swimming pool is NOT available for private party use.
3. The host owner will request a date from the management office, Clover Key Inc. If the date is open, the event is placed on the social calendar.

4. A check for the deposit must be delivered to Clover Key Inc with the Clubhouse Reservation Form, ten (10) days before the event.
  5. The Clubhouse is available to all residents; however, the unit owner is responsible for the cost of cleaning, repairs, etc. the event host does not pay. The resident will first be billed; however, in situations when payment is not received within 10 days of billing, the unit owner will be billed through AppFolio. Unpaid billing is subject to collections and lien. If a unit owner does not want their tenant(s) reserving or using the clubhouse, the unit owner will need to include that information in the lease or legal agreement and provide a copy to Clover Key Management. Banana Bay does not inform unit owners when a resident reserves the clubhouse.
2. To Reserve the Clubhouse:
1. Complete the online reservation form on the Banana Bay Website and contact Clover Key Management by phone or email. There are paper forms on the clubhouse bulletin board that can be placed in the clubhouse office mail slot.
  2. Provide a \$100 check as a cleaning/damage deposit. Contact Clover Key Management to arrange the delivery of the check. Or, put it in an envelope in the mail slot of the Banana Bay clubhouse office door. The check will not be deposited unless cleaning has not been completed and/or damage occurs. If damage occurs and/or cleaning has not been complete, charges to the unit owner may exceed the amount of the deposit.
3. Use of the Clubhouse must be terminated by 10:00 PM and clean up by the host resident must be accomplished by 11:00 AM, the following morning.
  4. The host resident is responsible for monitoring noise levels to ensure other residents of Banana Bay are not unduly disturbed.
5. CLUBHOUSE CARE GUIDELINES
- Following each use, whether private or social function, all users shall:
1. Wipe counter tops, tabletops, range top and sink area free of any spills, spots, crumbs, or other drippings.
  2. DO NOT use the counter tops for a cutting board.
  3. If baked-on oven spills or spatters occur, they shall be removed from oven surfaces/racks and left clean within 24 hours of such occurrence. (Includes grill use!)
  4. Check areas, even under tables, for any food, spots, trash, or other debris. Cleaning supplies are located under the kitchen sink. A trash container is in the kitchen.
  5. Any excess garbage that cannot be removed by the kitchen sink garbage disposal, and all trash must be placed in plastic bags and then placed into trash containers. Replace the trash liner. All trash must be disposed of in trash dumpsters.
  6. Any towels and dishcloths used shall be laundered and returned as soon as possible.
  7. Turn off all lighting, set thermostat to 78 degrees. Lock / secure all doors before you leave.



# BANANA BAY CONDOMINIUM ASSOCIATION Form - Clubhouse Reservation

Use of the Clubhouse is available on a reserved basis for social functions only for residents. It is not available for commercial or non-profit groups. To Reserve, send this form to management accompanied by a \$100.00 deposit. (Make checks payable to Banana Bay Condo Association.) Your date is **not** guaranteed until Banana receives the reservation form and the \$100.00 deposit and confirms that no other parties have been scheduled for that date.

The deposit will be refunded if there is no loss or damage to equipment or premises, no violation of rules, and the room is left clean. The room should be thoroughly cleaned by 11:00 A.M. the morning following use. Damage to the premises or any clean-up expense will be the responsibility of the person making the reservation.

All activities in the clubhouse must terminate no later than 10:00 p.m.

**NO SMOKING** is permitted in the clubhouse or at the pool.

The barbeques may be used on the south patio 10 feet from the building overhang. They also must be cleaned by 11:00 the following day. If the grill is low on fuel, the resident can take the canister to Ace for a refill or use own canister.

No furniture may be removed from the room. We have a limited number of stored chairs and tables available for your use. Please let us know in advance if you require these extra tables and chairs from the storage area.

No loud music or excessive noise is permitted due to the consideration for the neighboring residents.

Gates to the pool must be closed and always latched. This is State Law.

**Wet bathing suits are NOT permitted in the clubhouse.**

**All lights and air conditioning must be turned off after social events. If the A/C is used, keep doors & windows closed.**

Reserving this room does not preclude other residents from using the Pool and the Restrooms.

YOUR GUESTS MAY PARK IN THE "OPEN" SPACES IN ANY OF THE PARKING LOTS OR OFF SITE.



Return bottom portion with a deposit check to office drop box in the Clubhouse.

Also, may return form to Clover Key, Inc. at [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com) or  
mail to 110 Imperial Street, Merritt Island, FL 32952

Keep top portion for reference.

NAME: \_\_\_\_\_ UNIT #: \_\_\_\_\_

PHONE #: (Day time) \_\_\_\_\_ (Evening) \_\_\_\_\_

DATE OF AFFAIR: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_

TYPE OF AFFAIR: \_\_\_\_\_

STARTING TIME: \_\_\_\_\_ ENDING TIME: \_\_\_\_\_

WILL YOU NEED EXTRA CHAIRS, TABLES, or POOL TABLE COVER?

YES:  NO:

Remember: You are responsible for the actions of your guests.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Application Approved by: \_\_\_\_\_ (Board member or Manager)

## 21. Swimming Pool Rules

There are two swimming pools at Banana Bay: The Clubhouse Pool and North Pool, between the 2300 and 2400 Buildings on the river, by the dock.

1. The swimming pools open at 6:00 AM and are CLOSED at 10:00 PM.
2. Pool rules are posted at each pool that are required by the State of Florida.
3. The pool facilities of Banana Bay are for residents, their immediate families, and guests. Residents are always responsible for the conduct of their guests.
4. No lifeguard is on duty. Enter the pool at your own risk. A life preserver is mounted on the fence. There is no emergency telephone available at the pools.
5. Umbrellas must be shut after use. Owners will be charged for damaged umbrellas. Please note, both pools may have video surveillance.
6. Persons with open sores, cuts, or communicable diseases cannot enter the pool.
7. Children under fourteen (14) years of age must always be accompanied by an adult.
8. Shower before entering pool; suntan lotions and oils must be washed off before re-entering pool.
9. To protect pool furniture please cover chairs with a towel when using suntan oil.
10. Children under two (2) years of age must wear plastic pants while in the pool or pool area.
11. 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 arm floats, safety device that provide children total body support will be allowed.
12. No glassware or any kind is permitted in pool area. No smoking at either pool.
13. Bathing suits only. No cut-offs.
14. No running, loud noise or rough play in pool or pool area.
15. No bicycles, carts, strollers, etc. in the pool area.
16. Animals are not allowed in the pool area.
17. Unauthorized individuals using the pool or pool area are considered trespasser and subject to being reported to the Cocoa Beach Police Department.



## 22. Landscape Policy

### All Common Areas

Owners/Residents are required to obtain approval from the Board of directors before planting any trees, bushes, shrubs, or plants on the common property. Residents are required to consult with the Board of Directors before removing any trees, bushes, shrubs, or plants on the common property. Removing plants and/or trees, without authorization of a Board Officer or Management Company, in Common Areas may be considered vandalism.

1. Townhome Courtyard and Common Area Plantings
2. Twice a year, the Board conducts a review of the town home courtyards for plantings that may need trimming or attention. The Hurricane Plan requires a review during June/July of each year. This is done to assure compliance for appearance, insurance purposes and to avoid damage to structures.
3. If a questionable situation is noted, an email will be sent to the owner by Clover Key Management. Details and pictures of what needs to be corrected will be included. Owners have two weeks, 14 days, from the date of the email to correct the noted violations. An extension of time may be requested by emailing Clover Key Management; a decision will be provided within two business days. Extensions over 30 days will not be approved.
4. After 14 days, the Association may hire landscape and/or tree trimming contractors to correct issues. Contractors hired may enter the courtyard at any time between 8:00AM and 4:00PM, to complete the work. Access to the courtyard will be provided by Banana Bay Maintenance Staff. The owner will be notified of the event and hopefully obtain a mutually agreeable resolution.
5. The owner will be billed the cost charged by the contractors. The charge for work done due to non-compliance for the violation notice will be billed to the unit through AppFolio/Clover Key Management. This is work being done on behalf of an individual unit owner and not the responsibility of other owners. The amount charged is subject to late fees and collections. Any legal expenses incurred to collect will be charged to the unit.
6. Yard Waste from courtyards must be disposed in yard waste containers located in parking Sections 1, 2, 3 and behind the 2300 garages.
7. Yard waste cannot be placed beside or on top of dumpster. Yard waste not disposed of properly or left in a common area may be disposed of by Banana Bay personnel.
8. A fee to cover the cost of picking up personal/unit yard waste by Banana Bay personnel or contractors, will be charged to the unit responsible for disposal of excessive yard waste on common areas. If there is yard waste outside your unit that is not yours, contact Clover Key Management by phone or email.
9. Banana Bay is responsible for sprinklers inside courtyards. Please put in a work order when necessary.
10. Trees, bushes, shrubs should not lean on or interfere with a unit courtyard fence. Trees, bushes, or shrubs must be trimmed on the owner side of the fence and not protrude through the fence. All plants must be trimmed/maintained at least one foot from fence. Vines and climbing plants are not permitted to grow on the fence or any part of the building.

11. Trees, bushes, or shrubs, with certain exceptions for palm trees and high tree branches, should not exceed the fence by more than three (3) feet onto common property. Trees less than one foot from the fence may hamper fence maintenance and pose a threat in high winds.
12. Trees, bushes, or shrubs shall not touch the building trim under roof, the roof, or lean upon or adhere to the wall of the house. All trees and plants must be a minimum of two feet from the roof line. This includes the canopy of the tree, not the main trunk.
13. A two (2) feet wide area outside the townhome fences may be planted by the owner with approval of the Board and if the plants are kept tidy, trimmed, and look presentable. Where plants protrude more than two feet onto the common property, they may be removed, and sod replaced in the area unless individually and specifically approved by the Board of Directors. The Banana Bay Landscape Contractor may trim all plants outside the fence on the common property. An exception to this policy may be made by the Board of Directors.
14. To install new plants or replace existing plants, submit a plan to the Board by email through Clover Key Management. The plan will include a drawing of the area to be planted with dimensions. A list of plants with pictures is to be included.
15. Trees may not be planted in the two-foot area along the fence. Tree roots interfere with underground utilities that run along the fence.
16. Damage done to underground utilities and irrigation while planting outside or inside a courtyard is the responsibility of the unit owner. This includes damage when stump removal is being completed.
17. The Association is not responsible for any costs associated with installation, maintenance, etc. of plants installed by an owner.
18. Planting by a resident is at their risk and responsibility.
19. An owner may ask that the landscape contractors not weed, trim, or treat pests. The request needs to be emailed to Clover Key Management. Provide unit numbers and specific instructions. There is no guarantee that such requests will be always honored. Banana Bay is a very large property, and specific instructions per unit cannot be guaranteed.
20. Potted plants outside the owners' fence must be clean, neat, and approved by the Board. Potted plants on the common area outside your unit require Board approval. Email or text a picture of your pot and gate area to Clover Key Management for Board approval. Please include a note of the size of the pot.
21. No plants, bushes, trees may protrude over the sidewalks. Plants, bushes, etc. along sidewalks will be trimmed to keep the sidewalk clear.
22. To protect underground utilities and to avoid wounds from thorns the following plants are not permitted to be planted in the ground at Banana Bay, this includes inside a courtyards or common areas (Bougainville and Cactus). Schefflera and Ficus have extensive roots that can disrupt plumbing. Yuccas have giant trunks that cover several feet including any fence that gets in the way.
23. Damage caused to fences, roof, and/or sprinkler system by the plants, bushes, trees inside the owner's property is not the responsibility of the Banana Bay Maintenance Department. The owner will be charged for repair or replacement of items caused by the trees, bushes, or plants on a case-by-case basis as determined by the Board of

Directors. The cost of repairs will be billed through AppFolio with an administrative fee to cover costs. Unpaid amounts are subject to collection, late fees, and legal expenses.

24. Contractors hired by owners or residents for landscaping must be insured for damage done to the building, fence, and underground utilities including the irrigation system. If Banana Bay needs to make repairs caused by a contractor hired by a unit resident, the unit owner will be billed the full amount of the repair and administrative charges to supervise the repairs. Charges will be billed to the unit through AppFolio. These charges are subject to late fees, collection charges, and legal expenses.
25. If an owner wants to mulch outside the fence, they are limited to cypress mulch to maintain consistency throughout the property. Mulch of a different color may be removed by Banana Bay. Mulch made of rubber, recycled tires, etc. is not recommended on Banana Bay property, including inside courtyards, for environmental reasons.
26. No lighting may be installed outside the courtyard fences. Solar light collectors installed outside the courtyard fence may get in the way of landscapers. Small fences and/or garden borders outside of the courtyard fence or gate around sidewalks are not allowed. Variances can be made on a case-by-case basis.

### **Mid-rise Building Plantings**

1. In the recent past all plants except for palm trees were donated or planted by residents in the mid-rise courtyards. These plants are for the enjoyment of all residents. Before planting check with the board for permission. Plants may be trimmed, maintained, removed, etc. at the discretion of the Board.

## **23. Specifications of Factory Finish/Paint**

WINDOWS, FRAMES, SLIDING GLASS DOORS, STORM/SCREEN DOORS

TYPE: Factory Finish/Paint for window frames, sliding glass doors and storm doors:  
(Example) Satin Bronze Paint: Ace, Indoor/Outdoor Rust Stop

### 1. APPLICATION:

1. Townhomes: Owner Responsible for maintaining finish/paint on sliding glass doors.
2. 2300 & 2400 Buildings (Mid-rise Buildings):
  1. It is the responsibility of the owner to maintain and paint the storm doors.
  2. It is the responsibility of Banana Bay to paint the window frames.
  3. Storm Doors and building windows must all be the same color.

### 2. COLOR: Satin Dark Bronze

### 3. REQUIREMENTS:

1. Storm/Screen doors and window frames should be free of rust and corrosion.
2. All clean-ups must be completed by the owner or his designee for the screen doors.
3. No residue will be left on the sidewalk.

## 24. Specifications for Hurricane Shutters

1. The Banana Bay Condominium Board and/or Manager have the responsibility to review in advance all shutter installations.
2. Owner's contractor must submit to the Board:
  1. Proof of liability and Workman's Compensation insurance- at the time of initial application.
  2. Current Brevard County Business license at the time of initial application.
  3. Color samples of the shutters prior to the time of initial application.
  4. Proposal for work to be performed.
  5. After board approval, proof that the City of Cocoa Beach has given engineering approval or a FL product approval sheet at the time of initial application.
  6. A building permit prior to the start of installation.
  7. Submit the above information to:  
Clover Key, Inc  
Community Association Management  
110 Imperial St.  
Merritt Island, FL 32952  
Office: 321-735-7624 Cell: 321-501-1523  
Email: [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com)
3. The owner must give the Board sufficient notice of intent to install balcony shutters so the balcony deck can be inspected for deck deterioration, and any required deck repairs can be completed before shutter installation begins. It is also imperative that the mid-rise shutters on the north side of the mid-rise buildings be installed so as not to compromise the hollow core slab of the screen porch area. The hurricane shutters must be installed against the living room and bedroom sliders and not on the outside of the screened porch attached to the hollow core slab in the mid-rise units.
4. If balcony deterioration of any kind occurs after shutter installation, the Board has the obligation and the right to repair the balcony and will do so at Association expense.
  1. The Association will not pay for the removal or installation of shutters and will not pay for any damage to any shutter system caused by defects in the balcony that may occur after shutter installation.
  2. Banana Bay Condominium will not be responsible for any damage incurred to shutters, as this is the owner's responsibility.
5. The unit owner will be solely responsible for damage caused to the building by water intrusion resulting in damage due to improper installation. Installation, repair, replacement, and maintenance of such shutters in accordance with the rules, policies and procedures. Installation of Hurricane Shutters is a material alteration to the common elements within the meaning of the Florida Condominium Act.
6. Banana Bay is not responsible for any costs associated with a delay or stop work order issued by the City or The Banana Bay Board.

7. Permitted Hurricane Shutters:
  1. Accordion
  2. Roll-down (However the top apparatus **must not** cut into the townhome soffit area on second floor)
8. INSTALLATION:
  1. Panel/Bracket Style
  2. Shutter shall be installed either on the outside (patio side) of living room, dining room, and bedrooms.
  3. Sliding doors or just inside the balcony screen or railing in the mid-rise units.
  4. All shutter fasteners shall be non-rusting with stainless steel screws, plastic anchors, and appropriate caulk.
  5. Shim the bottom tracks up 3/16th of inch for water drainage using aluminum shim.
  6. Panel/Bracket Style with rust proof, non-corrosive brackets are to be mounted permanently above and below the window or door opening.
  7. Protective material of wood, plastic, or metal to be installed only when evacuation orders are issued.
    1. These must be removed within 72 hours of evacuation order being lifted. The location of the brackets must be approved by management. This will ensure locating the brackets in the proper support so that the building is not damaged.
    2. Plywood must be cut down to fit in the proper area. The 8 ft. sheets miss the wood frame and cannot be installed correctly.
  8. Color: Color of all installations after 2004 must match building (Ivory or Cream)
  9. Aluminum box housing roll-down shutter to be same color (Ivory or Cream).
  10. Accordion Shutter for balconies to be same color (Ivory or Cream).
  11. Panel/Bracket Style with same brackets to match color of the building. Because of the temporary nature of their use during a weather emergency only, protective materials may be of any color.
9. ADMINISTRATIVE REQUIREMENTS: Before an owner or his designee install hurricane shutters:
  1. The Board of Administration or the Manager must approve the installation.
  2. Banana Bay will not be responsible for installation or care of shutters. The cost of maintenance may include partial removal for inspection of the deck wood. This responsibility will be transferred to the new owner at the time of sale. At the time of sale, a material modification of the unit by the previous owner becomes the responsibility of the new owner.

# Form - Hurricane Shutters

Unit Number: \_\_\_\_\_ Owner Name: \_\_\_\_\_

Date of Application: \_\_\_\_\_ Planned Date of Installation: \_\_\_\_\_

Unit Structure Inspected By Banana Bay Maintenance: \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Contractor Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

License Number: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

**Attach to application:**

1. Proof of liability and Workman’s Compensation insurance.
2. Current Brevard County Business license.
3. Proof that the City of Cocoa Beach has given engineering approval.
4. Building permits that may be required.

Unit Owner and Contractor verify that each have read and understand the Banana Bay Rules, and Policy & Procedures for the type, style, color, installation specifications of Hurricane Shutters. The Unit Owner understands that all costs associated with removal and re-installation of Hurricane Shutters are the complete responsibility of the Unit Owner and responsibility transfers to future owners. If repairs and/or maintenance to the unit requires removal of the hurricane shutters, the Unit Owner will arrange removal and storage in a manner that does not interfere with Banana Bay Maintenance or Contractors. If hurricane shutters are not removed to permit maintenance and/or repairs, the owner agrees to a minimum charge of \$500 for removal. Banana Bay nor its contractors will not necessarily reinstall hurricane shutters. Banana Bay is not responsible for damage to hurricane shutters if they are in fragile shape.

**Signatures:**

Signature Unit Owner	Date	Contractor Signature	Date
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**Banana Bay Approval:** \_\_\_\_\_

Printed Name	Signature	Title	Date
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When application is complete, email, mail, deliver to:

Clover Key, Inc  
 110 Imperial St.  
 Merritt Island, FL 32952  
 Office: 321-735-7624 Cell: 321-501-1523  
 Email: [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com)

## 25. Individual Unit Modification

The Unit Owner needs to complete and receive approval of a Unit Modification Form at least five days prior to the start of work. If a contractor is being hired, the owner needs to provide the following contractor information:

1. Proof of liability and Workman's Compensation insurance
2. Current Brevard County Business license
3. Proof that the City of Cocoa Beach has given engineering approval.
4. Building permits that may be required.

IMPORTANT NOTE: Installation of hard surface flooring in both the Mid-rise and Townhome Buildings, Floors 2 to 4 require specific underlayment, installation, and Board inspection are in Item 8 below.

Submit the above information to:

CLOVER KEY, INC  
110 Imperial Street  
Merritt Island, FL32952  
email: [office@cloverkeyservices.com](mailto:office@cloverkeyservices.com)

### Purpose:

The Owners and the Association seek assurance that all modification to existing individual units:

- Do not compromise the structural design integrity and thus, the safety, of Banana Bay Condominiums buildings.
- Have no negative impact on the property values of other units.
- Maintain sufficient noise dampening between floors.

### Procedure:

1. Request for Unit Modification, including plans for major alterations, and a copy of the contractor's agreement, must be submitted in writing to the Board of Directors through Clover Key Management for review.
2. Upon review by the Board, the owner will be notified of authorization or denial via email or in writing.
3. **Only licensed and insured contractors can perform work within the complex.** (Note: Contractor's **certificate** of insurance must indicate Banana Bay Condominiums as additionally insured)
4. If Unit Owner is to do the work, owner is responsible for:
  1. Following all guidelines, rules, policy, and procedures, and obtain required permits.
  2. The owner is required to comply with "Contractor Rules" as outlined in the next section.
  3. The owner must complete and submit a "Unit Modification" form.
5. Required permits will be obtained by the owner or contractor.
6. All planned work will be done according to current national and local building codes.

7. Major alterations/construction work is to be performed only:
  1. 8:00 am to 5:00 pm Monday thru Friday
  2. Saturday and after 5:00 –**with BOD approval ONLY**
  3. No work on Sundays or major holidays unless all neighbors are in acceptance per board approval.
  4. Call Management about placement of any construction dumpster and parking.
  5. The contractor will remove all debris and sweep and clean all affected areas of the community property.
  6. **Construction materials may not be placed in the community dumpsters.**
  7. Emergency repairs (e.g., plumbing leak) that are not construction/alteration related are excluded from this standard.
  
8. Installation or replacement of hard floor covering; Applies to Buildings 2300 and 2400 Floors 2-4; and **does apply to Town Homes (See 2015 Amendments)**:
  1. Hard floor coverings must have a sub-layer of sound dampening material permanently bonded to the floor surface. The sound dampening material shall demonstrate to the BOD that it has the noise reduction properties equivalent to or greater than cork having a thickness of six (6) millimeters.
  2. AFTER THE INSTALLATION OF SOUND DAMPENING MATERIAL AND PRIOR TO THE INSTALLATION OF A HARD FLOOR COVERING, OWNER MUST SCHEDULE WITH A BOARD MEMBER OR THE MANAGEMENT COMPANY AN INSPECTION BY A BOARD MEMBER.
  3. Failure to schedule an inspection by a Board Member will result in the requirement to remove the flooring so an inspection can take place.
  4. If the proper sound dampening material has not been installed, at the cost to the unit owner, all newly installed flooring will need to be removed and reinstalled with approved sound reduction material.
  
9. Townhome Patio Repair/Replacement: Unit owner needs to submit a Unit Modification Form for repairs and replacement of patio. Minor repairs and surface applications are considered general maintenance.
  1. Replacement of the patio, and/or installation of brick pavers requires a Unit Modification Form and Board approval. Patio resurfacing, brick pavers, concrete etc. cannot increase or decrease the size of the patio area outside the fenced area.
  2. The townhome courtyards are 'limited' common areas and are specified on the property survey and condominium documents. Changes in the size and shape will require the unit owner to pay for a new survey of the entire building and amendment to our documents filed with the county.



# Form - Individual Unit Modification

BRIEF DESCRIPTION OF PROPOSED MODIFICATION: (Please be specific; use additional pages if needed)

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Unit # \_\_\_\_\_ Affected Room(s): \_\_\_\_\_

Flooring Replacement:

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Windows Modifications:

---

Kitchen Modifications: Cabinets, counter tops, other:

---

Bathroom(s) Modifications:

---

Other Modifications: Electrical, plumbing, wiring, etc.:

---

DO THE MODIFICATIONS INVOLVE ANY STRUCTURAL CHANGES TO THE UNIT? Yes / No

If Contractor is being used:

CONTRACTOR NAME(S), STATE LICENSE NUMBER AND PROOF OF INSURANCE:

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OWNER HAS PROVIDED A COPY OF BANANA BAY CONTRACTOR RULES, INFORMED CONTRACTOR OF THE DAYS AND TIMES WHEN WORK IS ALLOWED ON THE CONDOMINIUM PREMISES: Yes / No

OWNER ACKNOWLEDGES AND UNDERSTANDS THAT REPAIRS AND/OR CLEANING TO COMMON AREAS NEEDED BECAUSE OF CONTRACTOR WORK WILL BE BILLED TO THE UNIT: Yes / No

START DATE: \_\_\_\_\_ FINISH DATE: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Print Owner's Name \_\_\_\_\_

**(IMPORTANT NOTE: Please attach a drawing, plan or detailed written description of the proposed modification.)**

APPROVED? Yes / NO

BOD Officer \_\_\_\_\_ Date: \_\_\_\_\_  
Or Manager

## **26. Specifications/Approval: Town Home Deck Cover for Patio**

1. The Deck Cover for the Townhome patio is not a structural modification. The installation must follow the architectural drawings as provided by the Association.
2. Owner's contractor must submit to the Board:
  1. Owner's Proof of liability and Workman's Compensation Insurance
  2. Current Brevard County Business License
  3. Color samples of material used for Rain Gutters, and Deck Covers.
3. **INSTALLATION:** It is the responsibility of the owner or his designee to install the covering to the townhouse. Installation of gutters must be done in a manner to protect the balcony and townhouse from water damage.
4. **TYPE of MATERIAL:** Corrugated PVC, preferably clear to provide cover under the balcony.
5. **COLOR of PAINT:** Contact Clover Key Management for the paint color that will match the unit color.
6. **ADMINISTRATIVE REQUIREMENTS:** Before an owner or his designee decides to cover the patio area, the Board of Administration or the Manager must give approval.
7. The plan must contain installation of the rain gutters that match the style, material, and color of gutters installed on the townhome.
8. Banana Bay will not be responsible for installation or care of covers. The cost of maintenance may include partial removal for inspection of the deck wood. This responsibility will be transferred to the new owner at the time of sale. At the time of sale, a material modification of the unit by the previous owner becomes the responsibility of the new owner.
9. Use [form for modification of individual unit](#).

## 27. Contractor Rules

1. All Rules apply to work done by hired staff and/or unit owner & acquaintances/family members.
2. Each Unit Owner is required to inform anyone performing work on their unit of the rules and the right of any Board Member, Management Company Staff or Banana Bay Employee to stop work for non-compliance with the Rules. This includes contractors, handymen, skilled trade, trades people, friends, family, acquaintances etc.
3. Unit Structural Changes/Modification, including plans for major alterations and a copy of contractor's agreement, must be submitted in writing to the Board of Directors, (BOD), and management for review. Upon review by the BOD, the owner will be notified via email or in writing.
4. "Handymen" or the unit owner may perform work not requiring a permit. Handymen must be insured and provide proof of insurance to owner and have available upon request by any member of the Board of Directors, Management Company, or Banana Bay Employee. If proof of insurance is not provided, upon request, any Board Member or Employee may require that work be stopped until proof of valid insurance is provided.
5. For work requiring a permit, only licensed and insured contractors can perform work within the complex. Insurance must include Liability and Workers Compensation. If Workers Compensation is not provided, a waiver from the State must be provided. Required insurance must indicate Banana Bay Condominiums as additionally insured.
6. Required permits will be obtained by the owner or contractor.
7. All planned work will be done according to current national and local building codes.
8. Failure to comply with the Rules will result in a Board Officer or a Representative of the Management Company verbally requiring all work to be stopped until the workers come into compliance with the rules and/or damage is repaired. Workers not complying with a verbal stop work will be considered trespassers when they are on common areas; this includes the parking areas.
9. The unit owner is responsible for their own work or people they hire (contractors, handymen, trades people, etc.) for damage to any common elements including walls, elevators, walkways, and landscaping. Any damage to a Common Area not corrected by a contractor, handyman, or owner within 24 hours of verbal notification by a Board Member, management company or employee of Banana Bay will be billed the cost of the repair(s), cleaning, and/or necessary corrections to return the Common Area back to the pre-existing condition.
10. Construction work, use of power tools or any hammering is to be performed only: • 8:00 am to 5:00 pm Monday through Friday. Saturday –with BOD approval ONLY • Work after 5:00, and Sundays or major holiday need approval of neighboring residents and justification. Emergency work is exempt.
11. Temporary Construction Dumpster and special parking needs: Call Management 5 business days about placement of any construction dumpster and special parking needs like work trailers.

12. The contractor will remove all debris and sweep and clean all affected areas of the Community property. Construction materials may not be placed in the community dumpsters by the contractor, handymen or any hired help. When construction material is left in a dumpster, the unit owner will be charged a fee for an additional trash pick-up.
13. Unit owners doing their own work must properly dispose of construction debris. No construction debris is permitted in the Association dumpsters per our contract with Waste Management. Cardboard boxes must be broken down and stacked inside the dumpster area. Failure to break down cardboard boxes will result in a fee to compensate for the labor required to comply with waste company requirements.
14. Screen/Storm door replacement or installation: All old screw holes must be filled, and door frame painted prior to installation of new door. Banana Bay will paint if the old door has been removed and repair to the wood is complete; 48-hour notice must be provided to schedule.
15. Clogging of drains due to construction material is the responsibility of the unit owner and will be billed to the unit owner if not paid directly to the plumbing company. This includes all piping from the unit to the city sewer line. Material like dry wall compound, tile grout, tile adhesives, paint, etc. may not be placed in the drains of the unit or the public restrooms.

### **2300 and 2400 Buildings**

16. Use of tools or work is limited to inside the unit or garage.
  1. No work or use of tools is permitted in/on the common areas including the parking lots.
  2. Exception: Carpet installers may use the parking area for up to two hours to measure and cut carpet.
17. COMMON AREAS may not be used to operate, stage or store materials, supplies, equipment, tools etc. No sawhorses or workbenches, tools, building materials of any type may be placed outside the unit or garage.
18. Installation or replacement of hard floor covering; Applies to floors 2-4 for mid-rise and townhomes (See 2015 Amendments).
  1. Hard floor coverings must have a sub-layer of sound dampening material permanently bonded to the floor surface. The sound dampening material shall demonstrate to the BOD that it has the noise reduction properties equivalent to or greater than cork having a thickness of six (6) millimeters.
  2. AFTER THE INSTALLATION OF SOUND DAMPENING MATERIAL AND PRIOR TO THE INSTALLATION OF A HARD FLOOR COVERING, OWNER MUST SCHEDULE WITH A BOARD MEMBER OR THE MANAGEMENT COMPANY AN INSPECTION BY A BOARD MEMBER.
  3. Failure to schedule an inspection by a Board Member will result in the requirement to remove the flooring so an inspection can take place.

4. If the proper sound dampening material has not been installed, at the cost to the unit owner, all newly installed flooring will need to be removed and reinstalled with approved sound reduction material.
19. Protection of walkways – Walkways must be protected from damage, spills etc.:
1. The walkway on the first floor from the point of entry of workers on the first floor to the elevator and the on the floor where work is being done must be covered to protect.
  2. Walkway from elevator to unit, must be covered to protect the surface.
  3. If walkways are not properly protected, work will be required to stop. Damage to the walkway will be billed per square foot.
20. Water use outside of unit:
1. The water faucets that are part of the 2300 and 2400 Buildings can be used by any owner, resident, contractor, trades person, etc. for construction/repair activities as long as the residue is not being washed onto the courtyards and lawns.
  2. The best water source near the mid-rise buildings is the car wash area. That hose may be used by owners, residents, contractors, trades people etc. for construction and equipment clean up.
  3. All activity must stay on the grass area and not use brick or asphalt surfaces. Residue left on the grass must be washed down. The hose is to be properly stored and water turned off.
  4. Cleaning required for the brick car wash area or surrounding asphalt will be billed to cover labor for labor to power wash.

## **28. Unit Owner Participation at Board Meetings**

1. "Meeting of the Board of Directors" is hereby defined as a quorum of Directors gathered to discuss Official Association business.
2. Every Unit Owner or his authorized representative (hereinafter collectively referred to as "Unit Owner") shall have the right to attend Board of Directors meetings except as may be prohibited by law. No person other than a Unit Owner, and an authorized representative accompanying such Unit Owner, may be permitted to attend such meetings.
3. Every Unit Owner or his authorized representative shall have the right to participate in meetings of the Board of Directors subject to the following rules.
  1. Statements by Unit Owners at meetings shall be restricted solely to items designated on the agenda of the meeting, except for during the Open Forum section of the meeting. No other statements shall be permitted except as may be authorized by the Board.
  2. A Unit Owner shall only speak once on each agenda item and the Unit Owner's statement shall not exceed three (3) minutes. The chairman of the meeting shall give the floor to any Unit Owner permitted to speak subsequent to the calling of the

agenda items and board discussion and if a motion is presented prior to vote of the Board upon the agenda item.

3. No Unit Owner may yield time to another Unit Owner.
4. A Unit Owner may tape record or videotape a Board Meeting subject to the following rules:
  1. Any audio or video equipment must be assembled and placed in a position not less than fifteen (15) minutes prior to the scheduled time for commencement of the meeting. The Association may direct the location to be used for this purpose, which shall allow for effective recording by the Owner while preserving the rights of other Owners to observe, hear, and participate at the meeting with minimal distraction.
  2. No equipment shall produce distracting sound or light emissions.
  3. No person shall move about the meeting room to facilitate the recording.
  4. Any Unit Owner wishing to record a meeting must give not less than twentyfour-- (24) hour written notice to the Secretary or the Property Manager.
5. Enforcement shall be carried out as follows: Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or ejected therefrom. Any Unit Owner or authorized representative who fails to comply with these rules shall be subject to ejection at the sole discretion of the person chairing the meeting. The chairman shall give the non-complying person one warning regarding ejection and thereafter may call for immediate ejection. The Board of Directors may take whatever action is appropriate at law or in equity against any person who fails to comply with these rules.
6. If a written request is received by the Secretary or Manager seven (7) days prior to the board meeting the board shall grant a total of ten (10) minutes for open discussion immediately following adjournment of the board meeting. The items discussed are not required to be on the agenda. No board decisions shall be made during this time.

## **29. Inspection and Copying of Official Records**

1. This procedure is governed by Section 718.111(12) (c) Florida Statutes. If any part of this procedure is not compliance with Section 718.111(12) (c) Florida Statutes; the State Statute is the defining procedure. This procedure is intended to be a simple guideline to help owners understand the process outlined in Section 718.111(12) (c) Florida Statutes.
2. The association reserves the right to amend this procedure. The association may take any available legal action to enforce these rules.
3. Official Records are those records designated by the Florida Condominium Act. 'Official records' do not include the contents of sealed ballot envelopes or the contents of sealed proxy envelopes that have been submitted to the association.
4. Inspection and copying of records may be done by unit owners and their authorized representative. An authorized representative must be assigned and/or identified in writing to Clover Key Management a minimum of 5 business days before a request is made or an inspection scheduled.

5. Record is defined as a document or group of documents relating to a particular matter.
  1. Example: one each: monthly phone bill, monthly bank statement with enclosures as sent by the bank, the general ledger of a particular fund for one month, a paid invoice from one vendor as sent by that vendor, and the minutes of a meeting held at one time and date.
  2. The Secretary or designee will determine what constitutes a single record.
  3. Under no circumstances does a record include any document not already in existence or records whose retention period has expired whether the records are still in existence.
  4. Records not maintained in written form may be requested; the cost of conversion of the record into written form will be paid by the requesting unit owner.
6. A unit owner desiring to inspect the records of Banana Bay needs to submit a written request by certified mail to Clover Key Management. The request needs to provide:
  1. Unit Owner name that will be doing the inspections and/or any authorized representative.
  2. A specific description of the record(s) being requested to review. A description like: "All insurance records" is not acceptable.
  3. Time period of record(s)
  4. Purpose of the inspection
  5. Request needs to be legible, dated, printed name of unit owner doing the inspection.
  6. Request to inspect records is limited. Requests to exceed these limits will be denied:
    1. One written request is permitted per record in a six-month period.
    2. A request to inspect records is limited to twice every 30-day period per unit and is limited to 10 records and/or no more than 200 pages.
    3. No more than 2 written requests to inspect the records are permitted from a unit in a thirty(30)-day period.
7. When the Association receives a written request to inspect records, within ten (10) business days, Clover Key Management will respond by email with a date and time for the inspection. Banana Bay, through Clover Key Management, will respond to a written request by email.
  1. The owner requests to inspect, and one resource person may attend the scheduled inspection. The resource person must be identified in writing.
  2. The location of the inspection(s) will be the Banana Bay Clubhouse and/or Clover Key Management Office. The location will be determined by the storage of the record. In some instances, two locations and two different dates and times may be needed.
8. The inspection will be under the supervision of a person or persons designated by the Association to monitor and assist in the record inspection.
9. The record inspection session shall not extend beyond two hours.
10. The Secretary or designee may institute any supervision or reasonable security measures about the record inspection.

11. During the record inspection, no mark will be made on any record, pages cannot be affixed together by staple, paper clip or other means. Papers and/or documents cannot be disassembled or alter the sequence in which they are presented for the inspection.

1. No record will leave control of the association.
2. No record will be removed from the location of the inspection for any reason.

### **30. Request Copies of Records**

- A unit owner may request a copy of the records he/she is inspecting.
- During the inspection, the unit owner will make a written list of pages to be copied.
- The list will have the name, date, page number(s) and number of copies requested.
- A charge of 35 cents per page, and per side will be charged and billed to the unit account through AppFolio.
- Clover Key Management will make the requested copies and provide them to the unit owner within 10 business days.
- Postage and/or delivery charges will be billed to the unit through AppFolio.
- A unit owner may not simply request copies of documents without scheduling and participating in an inspection; the request for copies must be made during a properly documented request to inspect session.
- Lists of unit owners containing their addresses and/or telephone numbers will not be released by the unit owner to anyone not a unit owner in this association.

#### **Manner Of Inspection**

- No written request for inspection or copying shall be made to harass any unit owner, resident, association agent, officer, director, or employee. Inspection and copying requests not in conformance with this procedure is harassment.
- All persons inspecting or requesting copies of records will conduct themselves in a businesslike manner and not interfere with the operation of the association office or place where the records are otherwise inspected or copied.

#### **Enforcement Of Inspection and Copying Rules**

- If a unit owner or representative does not attend a scheduled inspection and does not cancel or reschedule with 24-hour notice, the owner will be billed a minimum \$100 on AppFolio. Scheduling and conducting an inspection require time and resources of Clover Key Management and members of the Board of Directors.
- Any violation of these procedures will result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply.
- Any written requests for inspection or copying not complying with these rules will be denied. The association will indicate in writing the nature of the noncompliance and email to the requesting party within 10 working days after receipt of the written request.
- Verbal requests for inspection or copying will not be honored or acknowledged.



- A request for record inspection and/or copies will be denied if the unit owner has, within two years preceding the request, given, sold or offered for sale any list of unit owners, or has aided or abetted any person in procuring any list of unit owners.
- A request for record inspection and/or copies will be denied if the unit owner has, within two years preceding the request, improperly used any information secured through any prior examination of the records of the association. Improper use includes the providing to any non-association member, a list of unit owners which is used for non-association or commercial purposes, or the selling or distribution of any information or records inspected, except for a proper purpose as defined in section 607.1602(3) or 671.1602(4), Florida Statutes.

## **31. Hurricane Plan**

Banana Bay has developed a Hurricane Plan that starts preparations in June of each year, outlines required activities to secure and protect property starting 5 days from the anticipated impact of a storm, then outlines activities and responsibilities after a storm.

### **June**

1. Courtyard trees inspected for proximity to roof. Trees with limbs closer than 2 feet need to be trimmed. Trees not conforming, owner will be notified and allowed 15 days to bring into compliance. If not in compliance Building Committee authorized to enter courtyard and trim/remove tree(s).
2. Create list of Contractors and contact info for post storm repairs

### **July to August 15**

1. Inspect compressor stands for loose hurricane bands. Inform owners of needed repairs. If not complete within 15 days, Board has work done assesses owner labor costs.
2. Take Pictures of Mid-rise Compressors after strap and brace repairs are complete.
3. Train at least 3 people in use of emergency elevator keys, how to power down elevator, how to return elevator to service, provide elevator maintenance company phone number to these 3 people.
4. Form Hurricane Team responsible for pre and post hurricane.
5. Encourage residents/owners to provide email for hurricane information updates.
6. Have Insurance Company Policy Numbers and Claim phone numbers.
7. Unit Keys: Owners/Residents verify they have key on file with office. The Association shall have entrance keys for all units per FS 718.111(5) to ensure access to units for maintenance, mitigation, and recovery. The Association has the irrevocable statutory right to access each unit. The association may take necessary actions to enter unoccupied units under necessary conditions and bill owners for this access and any resultant repairs. If key is unavailable to access unit, fee to arrange for locksmith to open door are labor costs plus locksmith service charge.

## **5 Days Before Anticipated Impact of Named Storm**

### **Banana Bay Activities**

1. Events at Clubhouse Canceled; to be used for storage.
2. Notify Owners and Residents of Hurricane Plan Implementation
3. Board and Building Committee Meet to coordinate Hurricane Plan
4. Building Committee/Board Makes sure photographs of Mid-rise Roofs are complete. Photos of all compressors
5. Verify Mid-rise Roofs are free of debris.
6. Verify all compressors are tied down properly.
7. Determine which Board Members and Building Committee Members will be available after storm. Exchange/confirm cell phone numbers.
8. Send email requesting residents inform Board of who will potentially not be evacuating.
9. Meet with Hurricane Team. Assign responsibilities for sections of property.

## **4 Days Before Anticipated Impact of Named Storm**

### **Banana Bay Activities**

1. Remove potted plants from clubhouse courtyard, mid-rise courtyards, and Townhome common areas.

### **Resident Activities**

2. Remove all personal items from balcony, and common areas. Examples: Remove potted plants, patio furniture, grills from courtyards
3. Kayaks to be removed from Kayak stands and stored; If not removed by morning of Day 3 Maintenance will remove and owner will be assessed labor costs for removal.
4. Townhome sheds: Secure door and brace for high winds.
5. Mid-rise Residents: Personal potted plants, hanging plants removed from courtyards.

### **3 Days Before Anticipated Impact of Named Storm**

#### **Banana Bay Activities**

1. Maintenance remove Kayaks and store in Clubhouse or other safe place.
2. Remove loose personal items from townhome balconies, mid-rise courtyards etc.
3. Remove potted plants from townhome and mid-rise courtyards, and Townhome common areas.
4. Townhome sheds: Secure doors.
5. Secure pool areas and place pool furniture in the clubhouse.
6. Secure recycling bins by placing inside dumpster fences In Sections 1 - 4
7. Remove swing from kayak area.
8. Ensure filled propane tanks are available at clubhouse.
9. Maintenance: Remove potted and hanging plants in mid-rise courtyards. Store in Clubhouse. (Labor costs?)

#### **Resident Activities**

10. Maintenance remove Kayaks and store in Clubhouse. (May incur labor costs).
11. Remove loose personal items from townhome balconies, mid-rise courtyards etc.
12. Remove potted plants from townhome and mid-rise courtyards, and townhome common areas.
13. Townhome sheds: Secure doors.
14. Secure pool areas and place pool furniture in the clubhouse.
15. Secure recycling bins? In Sections 1- 4.
16. Remove swing from kayak area.
17. Ensure filled propane tanks available at clubhouse.
18. Maintenance: Remove potted and hanging plants in mid-rise courtyards. Store in Clubhouse if appropriate.

## **2 Days Before Anticipated Impact of Named Storm**

### **Banana Bay Activities**

1. Notify Residents and Owners by email and post signs on elevators of Evacuation and time Elevator will be shutdown.
2. Remove and store hoses at \Mid-rise Buildings
3. Hurricane Team meets to finalize plans and insure pre hurricane plan is complete.
4. Remove Flag.

### **Resident Activities**

1. Remove small items from courtyards, secure large items by Noon. Items deemed not secure by Banana Bay will be removed and stored. Owner will be assessed labor costs for securing and storage of courtyard items after 12:00 pm (noon).

## **1 Day Before Storm: Evacuation**

### **Banana Bay Activities**

1. Using Elevator keys Park elevators on 4th Floor.
2. Turn off Power to elevator.
3. Place water barriers in front of elevator doors.
4. Ensure doors to mid-rise electrical and elevator rooms are locked.
5. Secure locks on fire boxed on each floor.

### **Resident Activities**

1. Shut off water to unit.
2. Cars in parking lot or carport: Place note on car dashboard with name or unit number; for security, not both. Confirm Association has your contact phone number.

## **Recovery: Post Storm/Evacuation Order Lifted**

1. Invoke emergency powers if required per this plan and FS 718.1265. Review Board availability and expand or replace members as appropriate.
2. Hurricane Team meets to develop assessment plan.
3. In coordination with Hurricane Team and Board, assess general condition of units and consider whether units may be safely inhabited. Request assistance from Emergency Management Officials/City (Codes and Building Officials) and professional consultants, as appropriate. The Board has authority to determine if property can be safely inhabited or occupied per FS 718.1265(i).
4. Contact Insurance Claims; get claim number.
5. Contact Landscape Vendor and Schedule clean-up.
6. Contact Maintenance staff to determine availability.
7. Priority for clean-up.
8. Removal of any carport parts from parking areas.
9. Removal of trees from carports.
10. Schedule Contractors for repairs.
11. Units and common areas: Recommend keeping electric breakers off until full power is restored to prevent surge damage.
12. Board and Hurricane Team Develop Project Management Plan for Clean-up and Repair.
13. Implement Project Management Plan.
14. Email Owners & Residents Minimum of two times per week with cleanup / repair progress if internet access is available.



## 32. Frequently Asked Questions and Answers

1. Q: What are my voting rights in the condominium association?  
A: The owner of each condominium unit shall be entitled to cast one (1) vote. Where more than one (1) person, all owners own a condominium unit thereof shall, in writing, designate an individual who shall be entitled to cast a vote in behalf of the owners of such condominium unit. (Refer to Section IX, of the Declaration of Condominium).
2. Q: What restrictions exist in the condominium documents on my right to use my unit?  
A: Each unit is restricted to residential use by the owner or owners, their immediate families and guests. Each two-bedroom unit is restricted to no more than four (4) occupants. Each three-bedroom unit is restricted to no more than five (6) occupants. (Refer to Section X, of the Declaration of Condominium). Additional restrictions are contained in the Banana Bay Condominium Association Rules and Regulations.
3. Q: What restrictions exist in the condominium's documents on the leasing of my unit?  
A: The unit may be rented provided the occupancy is only by one (1) lessee and member of his/her immediate family, guests and servants. No room may be rented, and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X, or any of his other duties as a joint owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time-sharing program is prohibited. The minimum rental period shall not be less than (30) days. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to the Declaration of Condominium, the By Laws of the Association, and Rules and Regulations of the Condominium (Refer to Section X, Use Restrictions of the Declaration of Condominium).  
  
Additional restrictions are contained in the Banana Bay Rules and Regulations, a current copy of which is available to all unit owners and tenants.
4. Q: How much are my assessments to the condominium association for my unit type and when are they due?  
A: The current monthly maintenance assessment is \$555.00 as of January 1, 2023. Payment is due on the first of each month and becomes delinquent if not paid by the tenth (10) of the month. A late fee charge of twenty-five (25) dollars will be applied to past due payments. (See Section VII, Declaration of Condominium).
5. Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?  
A: No
6. Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?  
A: No
7. Q: Is the condominium association or other mandatory membership association involved in any court case in which it may face liability more than \$100,000.00? If so, identify each such case.  
A: 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.

### 33. Map of Banana Bay

