

**EMERALD ESTATES/INDIAN RIVER HOMEOWNERS' ASSOCIATION, INC.**  
**2770 Indian River Blvd., Suite 400J**  
**Vero Beach, FL 32960**

April 4, 2025

Members  
Emerald Estates/Indian River  
Homeowners' Association, Inc  
Vero Beach, FL 32967

**Re: Enforcement of Declaration of Covenants, Conditions and Restrictions for Emerald Estates/Indian River Homeowners' Association, Inc.**

Dear Member(s):

At a meeting of the Board of Directors (the "Board") held on October 17, 2024, the Board voted to commence strict enforcement of the Declaration of Covenants, Conditions and Restrictions for Emerald Estates/Indian River Homeowners' Association, Inc. (the "Declaration"), regardless of whether there have been exceptions made in the past, including, but not limited to the following provisions:

- 1) **PAYMENT AND COLLECTION OF ANNUAL ASSESSMENTS:** The quarterly installment payments of the annual assessment are due and payable on the 1st day of January, April, July, and October of each year. Any payment not paid in full within 15 days of the due date is past due and delinquent. A late charge in the amount of \$25.00 will be imposed for any past due assessment, fine, or charge without further notice to the Owner. Interest at the rate of 18% per annum will accrue on any delinquent assessment, fine, or other charge from the due date without further notice to the Owner. The Association is entitled to recover its reasonable attorney's fees and collection costs incurred in collecting assessments or other charges due the Association from a delinquent Owner. **See COLLECTION POLICY AND PROCEDURES FOR COLLECTION below.**
- 2) **LOT MAINTENANCE:** Each Lot Owner is responsible to keep their home, driveways, walkways, landscaping, trees, fences, mailboxes, grounds, etc. well maintained, whereas all debris, dead growth, rust stains, dirt, and weeds shall be removed frequently. Maintenance includes exterior painting of the dwelling, with fences and mailboxes structurally sound and standing erect. Lawns, trees, and shrubbery must be regularly and properly trimmed, mowed, edged, watered and fertilized to maintain a healthy green appearance free from weeds, dead foliage and dead grass. Tree branches and shrubbery cannot encroach or overhang any community roadway. **See ARTICLE VI, Sections 1 and 2, and Rules and Regulations (Approved October 30, 2008) #2 below.**
- 3) **PARKING RESTRICTIONS:** No overnight parking is permitted on the streets. Parking is not permitted on the grass of the Common Open Spaces or on any part of any Lot. **See ARTICLE IX, Section 9, below.**

- 4) **RESTRICTIONS FOR BOATS, KAYAKS, TRAILERS ETC:** No boat, canoe, kayak, trailer, golf cart, camper, or other type of recreational vehicle or commercial vehicle shall be stored or parked at any time on Common Open Space of the community. They must be stored or parked in the rear or side of a single family home, where the yard is fenced in with a six (6) foot high fence where restricted items are not visibly seen at any time from the parcel's frontage, an adjacent parcel or adjacent Common Areas. **See ARTICLE IX, Section 10, and 2024 FLORIDA STATUTES Section 720.3045 below.**
- 5) **RESTRICTIONS FOR SIGNS:** No sign of any character shall be displayed or placed upon any Lot except "for sale" signs (limited to one), no larger than 2 feet by 2 feet, and standing no more than 4 feet above the ground. **See ARTICLE IX, Section 13 below.**
- 6) **LEASING OF LOTS:** Lots may not be leased more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months. A signed (by lessee(s) and homeowner) Covenant/Addendum acknowledging they are subject to the provisions in the Declaration of Covenants, Rules and Regulations, Policies, and applicable State and Local laws must be attached to the lease and a copy must be provided to the Association 15 days prior to the commencement of the lease. Compliance will be enforced. **See ARTICLE XII, Section 5, and Leasing of Home Policy below.**
- 7) **REMOVAL AND INSTALLATION OF SHUTTERS:** Shutters may be installed on a home, once a Hurricane Watch has been issued. The storm shutters must be removed no later than two (2) weeks after the storm threat has passed. **See RULES AND REGULATIONS (Approved October 30, 2008) #3 below.**

**The Association shall not grant variances to the above requirements.**

You shall not conclude that the existence of a past violation in the community allows you to commit the same or a substantially similar violation of the Declaration.

Please disclose this notice to all occupants and tenants, if any, of your Lot.

Sincerely,

The Board of Directors

EMERALD ESTATES/INDIAN RIVER  
HOMEOWNERS' ASSOCIATION, INC.

(Reference)

**EMERALD ESTATES/INDIAN RIVER HOMEOWNERS' ASSOCIATION, INC. COLLECTION POLICY AND PROCEDURES FOR COLLECTION (June 22, 2023)**

**Payment and Collection of Annual Assessment.** This Policy and Procedures is adopted to comply with The Declaration, Bylaws and Articles of Incorporation of the Association, and Florida law. The quarterly installment payments of the annual assessment are due and payable on the 1st day of January, April, July, and October of each year. Payments will be deemed received on the date the payment is received in the Association's office or the Association's payment processor's office. Any payment not paid in full within 15 days of the due is past due and delinquent. A late charge in the amount of \$25.00 will be imposed for any past due assessment, fine, or charge without further notice to the Owner. Interest at the rate of 18% per annum will accrue on any delinquent assessment, fine, or other charge from the due date without further notice to the Owner. Collection costs imposed by the Association or its agent for delinquent accounts will be the obligation of the Owner and may be posted to the Owner's account. An Owner's voting rights. may be suspended due to non-payment of an assessment for any period during which the assessment against the Owner's lot remains unpaid. If suspended, member's vote may not be counted towards the total number of voting interests for any purpose. Payment received from delinquent Owners will be applied in the following order: 1. Interest 2. Late fees 3. Expenses related to collection 4. Assessment 5. Other charges Deficit will be carried forward. The Association reserves the right to record a Notice of Lien in the county records to provide record notice of the Association's claim against the property.

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR EMERALD ESTATES (March 15, 2023)**

**ARTICLE VI: MAINTENANCE OBLIGATION OF LOT OWNERS**

**Section 1. Lot Owner Responsibility.** Each Lot Owner shall be responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Lot except for the maintenance duties of the Association as herein above provided. Accordingly, each Lot Owner shall maintain, at Lot Owner's expense, the exterior and interior of the dwelling, including but not limited to, all doors except the interior surface thereof, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each owner shall maintain at his expense all structural, electrical, mechanical, and plumbing elements thereof. Any Lot Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Director and Architectural Committee, including the painting and cleaning of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Lot and is prohibited, without such consent, from planting any additional landscaping.

**Section 2. Lot Owner Liability.** Should any Lot Owner either (a) fail to perform the responsibilities as set forth in this Article VI; or (b) cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or (c) undertake unauthorized improvements or modifications to Lot Owner's dwelling or to any other portion of Lot Owner's Lot or to the Common Area, as set forth herein, then, in such an event, the Association, after approval of a majority vote of the Board of Directors and upon ten days' prior written notice to the Lot Owner, shall have the right, through its agents

and employees, to enter upon said Lot and remove unauthorized improvements or modifications. The cost thereof plus reasonable overhead costs to the Association shall be added to and become a part of the assessment to which the Lot is subject.

## **ARTICLE IX: RESTRICTIONS**

**Section 9. Parking.** ...Except as set forth above, no vehicle of any kind shall be parked in the Common Open Space other than that portion of the Common Space designated for parking by the Association or on any part of any Lot. No overnight parking in streets shall be permitted for any vehicle.

**Section 10. Commercial and Recreational Vehicles.** No boat, trailer, camper, golf cart, or other type of recreational and commercial vehicle, . . . shall park or be parked at any time on the Lots or Common Open Space unless it is a commercial vehicle in the process of being loaded or unloaded: . . . but may be permitted to be parked in the rear or side yard of a single family home when the yard is fenced in with a six (6) foot high wooden, vinyl, or similar material (i.e., metal or vinyl-coated chain linked fences are strictly prohibited), which fence has been approved by the Board of Directors; and provided further that no commercial vehicle shall be permitted to park or be parked overnight on the Lots or Common Open Space unless approved in writing by the Board of Directors of the Association.

**Section 13. Signs.** Except as otherwise permitted by the Board of Directors, no sign of any character shall be displayed or placed upon any Lot except “for sale” signs, which signs may refer only to the particular premises on which displayed, shall not be larger than 2 feet by 2 feet or four (4) square feet in size, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot.

## **ARTICLE XII: GENERAL PROVISIONS**

**Section 5. Leasing of Lots.** In the event a Lot Owner leases said Lot Owner's Lot, such lease shall contain a covenant that the Lessee acknowledges that the Lot is subject to this Declaration of Covenants and is familiar with the provisions hereof, including the restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Lot does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a “removal action” against the tenant and the Lot Owner. All costs and expenses of the foregoing shall be the cost and expense of such Lot Owner. The Lot Owner shall be liable and fully responsible for all acts of Lot Owner's Lessee and responsible for the compliance of the Lessee with all provisions of this Declaration. Further, in no event shall a Lot be leased more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months.

### **LEASING OF HOME POLICY (June 22, 2023)**

#### **Covenant/Addendum to Lease**

- Must be attached to the lease and provided to the Association fifteen (15) days prior to the commencement of the lease.
- Must state the lessee(s) acknowledges that they are subject to the provisions in the Declaration of Covenants, Rules and Regulations, Policies, and applicable State and Local Laws.
- The covenant must be signed by all responsible parties on the lease, and the homeowner.

- Failure to attach the covenant may result in the lease being declared void and the Association may take action to remove the lessee(s) and the Homeowner.

More vital information related to the Leasing of Home Policy, which includes Compliance, Removal of Lessee(s), Costs and Expenses, etc. can be found on our website at EmeraldEstatesHOA.com (Governing Documents > Policies)

## **2024 FLORIDA STATUTES Chapter 720**

**Section 720.3045 Installation, display, and storage of items.** Regardless of any covenants, restrictions, bylaws, rules, or requirements of an association, and unless prohibited by general law or local ordinance, an association may not restrict parcel owners or their tenants from installing, displaying, or storing any items on a parcel which are not visible from the parcel's frontage or an adjacent parcel, an adjacent common area, or a community golf course, including, but not limited to, artificial turf, boats, flags, vegetable gardens, clotheslines, and recreational vehicles.

## **RULES AND REGULATIONS (APPROVED OCTOBER 30, 2008)**

The Emerald Estates/Indian River Board of Directors approved the following Rules and Regulations at a duly noticed Board of Directors Meeting, which owners were provided a 14-day notice via regular mail. The Rules and Regulations were adopted for the benefit of all residents in order to establish the uniform, peaceful enjoyment of our community. All residents and owners are required to abide by these Rules and Regulations. Owners are responsible for the actions and violations of their guests, tenants and invites. **These rules and regulations will be strictly enforced.** *Failure to follow the Rules may result in a fine being levied against the lot.*

**2. Lot Maintenance-** Owners shall perform routine lawn maintenance of their lot. Routine lawn maintenance shall consist of mowing the lawn, edging the driveway and walkways, trimming shrubs and trees and weeding beds. The lot must maintain a neat appearance and with proper irrigation.

**3. Storm Shutters-** Storm shutters which have been previously approved by the Architectural Review Committee, may be installed on a home, once a Hurricane Watch has been issued. The storm shutters must be removed no later than two (2) weeks after the storm threat has passed.