

## ***GULFVIEW POINTE HOMEOWNERS' ASSOCIATION RULES AND REGULATION***

Gulfview Pointe is a private, gated, residential community in which all Owners, residents, guests and visitors are subject to governing documents, which allow for Board of Directors-adopted Rules and Regulations of the Gulfview Pointe Homeowners' Association, Inc. (Association). The rules are for the benefit of the Community as a whole and to ensure every Owner, resident and guest enjoys a first-class experience in our residential Community. The following is a summary of the most commonly addressed rules of the community:

**This list of Board-adopted rules is not all inclusive and is not to be used as a substitute for reviewing a full set of governing documents of the Association, as posted on our website at [www.gulfviewpointe.com](http://www.gulfviewpointe.com),**

### **Noise**

Loud, disruptive noise cannot be tolerated at any time. The privacy, peace and enjoyment of all our residents are protected by the Association rules. Loud, amplified music is not allowed outside of the house. Music must be kept at a volume that does not interfere with your neighbors' right to tranquility. This noise limitation is further described under the section: **Use of Docks.**

### **Exterior Appearance**

Exterior of the Units must be maintained in a safe, clean, neat and attractive condition, free of rotting wood or fixtures which need repair, replacement and/or painting. Rugs, towels, etc. may not be left on the front porch railings. Trash containers and/or storage containers may not be left or stored in the front yard or on the front porch. Association design guidelines must be followed when planning repairs, renovation, construction or painting of your home.

### **Yards**

Yards are inspected by the Association's Landscape Committee to ensure they are properly maintained. The Unit Owner is responsible for front and back yard maintenance, notwithstanding any agreement the Unit Owner may have with a tenant. The Unit Owner will receive any notice of noncompliance with yard maintenance. The Board has the right to direct yard cleanup and bill the Unit Owner if, after two (2) notices of noncompliance over the course of two (2) calendar months, the subject issues remain out of compliance. Trees and plants outside of the Unit Owner's fenced area are not to be trimmed by the Owner. The Association contracts with an arborist to trim the buttonwoods and the mangroves at water's edge, and are not to be trimmed by the Unit Owner or their contractors. Trees and plants within the Owner's fence must be trimmed by Owner so as not to encroach upon or interfere with the access over the common area sidewalk.

### **Leasing**

Owners are responsible for submitting a completed Tenant Notification Form via email to the Board for each tenancy. All renters and guests are subject to all the Rules and Regulations of the Association. By submission of the lease forms, the Unit Owner or the Unit Owner's agent acknowledges a copy of the Association Rules and Regulations has been provided to the tenant. Any tenant not adhering to the Rules and Regulations is subject to eviction. Every Unit Owner is ultimately responsible for the behavior of the residents, tenants and guests or breach of the Association Rules and Regulations, and may be charged for damages to the Association property resulting from noncompliant actions. A copy of the Rules and

Regulations shall be provided to all tenants every time a home is rented. Subleasing is not permitted. All persons residing in the Unit must be listed on the lease as a tenant. Renting of rooms is strictly prohibited.

### **Short-term Rentals**

In accordance with the laws of the City of Key West, short-term rentals are limited to rentals of not less than a consecutive, 30-day period. All information in the above leasing section regarding Rules and Regulations apply to long-and short-term rentals.

### **Parking**

There will be two (2) parking decals issued to each Unit, which must be displayed in the lower corner on the driver's side on the front windshield of the vehicle. Each vehicle, scooter/motorcycle must have a properly issued decal or placard issued by the Association prominently displayed as a condition to park within the Community. Scooters/motorcycles must park only in specially designated parking areas, or as provided, below. Each Unit shall be permitted one (1) guest parking permit in addition to the Unit's other authorized vehicles. Such a guest parking permit shall be valid for not more than a two-week period, unless extended by approval by the Board. The guest parking permit must be displayed on the interior rearview mirror at all times that the guest vehicle is parked within the community.

Each vehicle must have a current State registration and be street operable. Each Unit is allowed parking for only two automobiles, vans, golf carts, motor scooters, motorcycles, and light trucks or combination thereof, each of which is used solely as a passenger vehicle and not as a commercial vehicle. This rule specifically permits the parking of passenger vehicles, light pick-up truck and vans. The term light pick-up trucks is specifically intended to include open-bed vehicles not used for commercial purposes such as traditional pick-up trucks and sports utility vehicles.

The uncovered, unassigned parking spaces may be used by Owners or guests of Owners for short-term parking on a first-come, first served basis, but in no event shall an Owner be permitted to park more than one vehicle in the uncovered, unassigned parking spaces without a written waiver from the Board.

All vehicles parked within the community must be of a size that fits totally within the boundaries of the carports whether or not the vehicle utilizes the carport for parking or an uncovered parking space. Vans and pick-up trucks or other trucks which are not contemplated by this section are prohibited. The Board shall have the absolute right to determine whether a vehicle is used as a passenger vehicle or a commercial vehicle.

Motor scooters/motorcycles must be parked in designated areas for scooters/motorcycles parking or within a carport designated for the associated Unit, but may not occupy uncovered spaces for other vehicles. Boats, personal watercraft, buses, campers, trailers of any kind, motor homes, recreational vehicles, mobile homes and commercial vehicles shall not be parked within the Community Property unless approved by the Board. When available, vehicles should be parked in designated carports. Parking on any portion of grassy area, even on a temporary basis, is not permitted. Except for designated parking spaces, parking on asphalt areas is limited to loading and unloading for no more than fifteen minutes. Vehicles utilized by contractors who are actively working within the Association are excluded from this provision unless traffic flow is unduly obstructed.

Unlicensed vehicles, or vehicles which cannot legally or functionally operate under their own power, shall not remain within the Community Property, including within carports and other parking areas, in such condition for more than forty-eight (48) hours unless otherwise approved by the Board.

If the Board has cause to believe a vehicle or trailer is in violation of the above rules, it shall affix a sticker thereto in a prominent location, thereon, which shall be designed to be reasonably visible to an observer of the vehicle to which it is affixed, not easily removable therefrom and shall contain the date and time of the affixation to the vehicle, notifying the Owner/user of the vehicle that is considered to be in violation of the Association Rules and Regulations. If the Owner can be identified, the Board will provide the Owner notice by regular mail, e-mail, facsimile, or telephone, of the need to address the violation. The Owner of the vehicle shall have forty-eight (48) hours from the date and time affixed to the sticker to respond to the Board and bring the infraction into compliance.

If, within forty-eight hours (48) of the sticker being affixed to said vehicle, the noncompliant vehicle remains in said condition, the vehicle may be towed at the Owner's expense. Removal may occur whether or not the Owner of said vehicle has actually seen the sticker or, due to an absence from the Community, could have seen the sticker. Moving trucks and vans or commercial vehicles are not permitted within the Community Property overnight except with the prior approval of the Board. Moving trucks may not begin loading or unloading prior to 8 A.M. and must finish loading or unloading by 8 P.M. Contractor vehicles are permitted on site from dawn to dusk, daily. Emergency exceptions are permitted by obtaining approval from the Board.

No vehicle shall leak or exude oil, fuel or other noxious, corrosive, toxic or hazardous substance onto the surface of the Community Property, including carports and parking spaces and the Unit Owner (and any non-owner resident) shall be jointly and severally liable to reimburse the Association for all costs and expenses incurred by the Association for the clean-up of such substances and any repairs as a result, thereof.

Vehicle maintenance, repair or renovation are not permitted within the community. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, engine maintenance or repair, body maintenance, renovation or repair. Cleaning of the vehicle, waxing and checking fluid levels are permissible. Emergency repairs to vehicles such as changing a flat tire or charging a battery are allowed. Unauthorized vehicles may be towed at Owner's expense and enforced 24hrs a day, 7 days a week. Board discretionary waivers may be issued only with the inherent right of withdrawal at the Board's discretion. No parking is allowed contrary to the posted restrictions to accommodate the staging of waste containers for pickup.

The posted speed limit within the community is 5 MPH.

### **Other**

Mailboxes for all Owners are located at the eastern end of the parking lot. Numbers do not coincide with Unit numbers. Owners are responsible for the changing of mailbox locks and keys, and must provide mailbox keys for tenants.

All are encouraged to use the pedestrian gate when walking in and out of the community. The gate code will be provided upon request.

### **Pets**

Pets must be registered with the Board. Noxious or offensive pet behavior will not be tolerated. Substantiated complaints will result in the withdrawing of the approval of the pet(s) by the Board. All dogs must be on a leash, no longer than 6', when outside the fenced area of the associated Unit. No more than two (2) pets per residence are allowable without special Board approval. All dog waste on common area property must be immediately collected and disposed in the green garbage bin assigned to

the respective Owner's Unit. Owners must show respect for neighbors' rights to a quiet environment by making sure dog barking is not a disturbance. Pet immunizations must be current and the records available to the Board upon request.

### **Trash**

Standard household waste is to be deposited in the green containers, as assigned to each Unit in the Association. Recyclables are to be deposited in the blue containers. Both are located behind each Owner's designated carport. Owners must only use their respective containers. Landscape trimmings shall be placed in the large, dark yard waste containers located within the two, fenced areas between the carports. No plastic bags are allowed in the yard waste containers. For disposal of large items not within the above categories, they must be placed between the carports (outside of overhead coverage) for special pickup. Owners and tenants are responsible for contacting Board-approved, trash haulers for special pick-ups. Currently, Waste Management is under contract to provide trash-hauling services. Special pick-up arrangements with this company can be made by calling 305-296-8297.

### **Association Dues**

Monthly association dues are due and payable on or before the first day of each month. A late fee equal to ten percent (10%) of any unpaid dues or balance, thereof, shall be applied and assessed against an Owner when the Owner's payment is not received on or before the 10<sup>th</sup> day of each month. Dues may be paid in advance for the year or for multiple months. Also, a payment equal to two months of monthly dues is required by new Owners at the time of sale as an initial assessment in accordance with Section 6.8 of the Declaration of Covenants. In addition, a charge of \$250 for the preparation of an estoppel letter provided to a title company is due at the time of closing.

### **Electric Vehicle Charging**

The charging of electric vehicles of any kind is prohibited. Gulfview Pointe's carport electrical system was designed, engineered and constructed solely for Owners' equal benefit of uniform nighttime lighting, attic storage lighting and (minimal demand) accessory outlets. The electric usage for the entire system of carports is captured by one electric meter. This expense for routine, common usage of the carport electricity is paid for by the Association. The Association payment of this expense is predicated on the basis of equal demand, usage and benefit for all 25 Owners. The system was not designed for, and will not support, any type of higher demand use such as the charging of electric vehicles of any kind, including (lower demand) hybrids. Excessive or disproportionate individual electric usage in the carports is contrary to the shared Association expense concept. The Board may, at its discretion, allow an exception for low demand, trickle charging of golf carts provided the electrical system is not overloaded or damaged as the result of this exception, and that the cost of electricity is not excessive.

### **Restrictions of Use for Mangrove Conservation Easements**

A mangrove conservation easement exists behind all Units as described in each Owner's deed and survey. The following activities are prohibited within the Mangrove Conservation Easement: construction or placement of buildings and walkways, storage of watercraft, dumping or removing of soil or gravel, removal or destruction of trees, trimming or removing mangroves and any activity detrimental to drainage. In addition to applicable Association violation fines that may apply, Owner shall be responsible for reimbursement to the Association of any fines imposed against the Association by governmental agencies for violations within an Owner's Mangrove Conservation Easement.

### **Notice of Fines**

This constitutes NOTICE that all violations of the Rules and Regulations by Owners, tenants, or guests (including Owner's service providers or contractors) may result in a Board discretionary, one-time or daily fine in an amount deemed commensurate with the seriousness and duration of the violation(s) until such time as the violation(s) is/are corrected to the satisfaction of the Board.

### **Use of Docks**

**General Restrictions** Notwithstanding anything herein to the contrary, the Association shall have the right to establish Rules and Regulations and amend same, concerning the use of the Docks.

**Lighting** No Owner shall cause or allow improvements or changes of any kind to a Dock that adversely affects wildlife or which interferes with the peaceful possession or proper use of the adjacent Docks by Owners or occupants. All exterior lighting shall be of low wattage, installed at or below the top of the vertical dock posts and in compliance with city, state and federal standards for exterior artificial lighting.

**Roof or Canvas Coverings** No elevated roof or canvas coverings shall be allowed on or adjacent to the Docks.

**Nuisances** No nuisances (as deemed such by the Board in its sole discretion) shall be allowed on or adjacent to the Docks, nor shall any use or practice be allowed which is a source of loud noise annoyance to other Owners or occupants of Residential Lots or which interfere with the peaceful possession or proper use of the adjacent Docks by Owners or occupants.

**Improper Uses** No improper, offensive, hazardous or unlawful use or uses which produce obnoxious odors (as deemed such by the Board in its sole discretion) shall be made of the Docks or any part thereof, and all valid laws, zoning ordinances, approvals, covenants and regulations of all governmental bodies having jurisdiction, thereover, shall be observed. Violations of laws, orders, rules, approvals, covenants, regulations or requirements of any governmental agency having jurisdiction, thereover, and of the Association, relating to any portion of the Dock or Conservation Area shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Dock or Conservation Area.

**Dock Boxes** Permitted dock boxes are low profile dock boxes not to exceed 32 inches in height and 72 inches in length and constructed of fiberglass material suitable for a marine environment. Owners seeking approval for non-conforming dock boxes shall submit specifications of the box to the Board with a request for approval. Consent for boxes not in compliance with this article may be granted or denied in the sole discretion of Board. The storage of crab, lobster or similar traps, bait, dinghies, bicycles, grills, debris or any other, material on the Docks is strictly prohibited unless specifically permitted, herein, or in the Association Rules and Regulations.

**Signage** No sign of a political nature shall be displayed by any Owner at any Dock or on any vessel moored at a Dock without the prior written consent of the Board, which consent may be granted or denied at the sole discretion of Board, except for prohibitive signs such as no trespassing, no wake, security/video warnings, manatee warning, lettering, registration numbers, flags and other displays customarily found on recreational vessels unless specifically permitted, herein, or in the Association Rules and Regulations. No approval by the Board shall establish a precedent for subsequent similar requests.



**Repairs at Slips** No vessel shall be repaired at any Dock unless such repair is performed so as to minimize any disturbance to other Owners.

**Leasing of Docks** No Owner may lease or convey an interest in a Dock or any interest, therein, except in connection with the lease or conveyance of the Owner's Residential Lot.

**Commercial Vessels** There shall be no commercial vessels allowed to moor at any Dock.

**Overnight Stays or Liveaboards** No one shall be permitted to stay overnight on a vessel at any Dock and there shall be no houseboat allowed at any Dock. "Houseboats" shall have the definition as set forth in Florida Statute §372.02. The intent and purpose of this section is to ensure the security of the Gulfview Pointe Community and the safety of the Owners and guests, and to ensure no vessel is occupied as a residence.

### **Fencing**

Unit Owners are allowed to extend their picket fences along the side yard lines to the mangroves pursuant to the below conditions. Unit Owners are required to execute Board-approved covenants, which must then be recorded by each Unit Owner, stating the following:

1. The Unit Owner, or jointly with the adjacent Unit Owner(s) where adjacent Unit Owner(s) have agreed, will be exclusively responsible (jointly and exclusively responsible where adjacent Unit Owner(s) have agreed) for the construction and maintenance of fencing additions addressed, herein. Each Unit Owner will be responsible for removal or relocation of any existing fencing erected by the developer as the backyard boundary between the back yard and maintenance area adjacent to the water's edge. The covenant shall be promptly recorded in the public records of Monroe County, Florida, shall run with the land, and shall be subject to the Board's enforcement powers. A copy of the recorded covenant shall be provided to the HOA promptly after recording.
2. The fencing shall be compliant with governmental rules and regulations, and Rules and Regulations adopted by the Association which may require revisions to the matters stated, herein. In the event of hurricane damage to any fencing erected in compliance with Association Rules and Regulations, repairs/replacements are permissible, notwithstanding any Association Rules and Regulations changes that became effective after the installation of the damaged fencing previously installed in compliance with then existing Association Rules and Regulations.
3. Except as noted, below, each side yard extension shall make provision for service vehicles by placing a 6-foot removable section or 6-foot unlocked gate providing accessible ingress and egress to service providers and emergency services. The removable sections or unlocked gates shall be located within an 8-foot wide span southerly for Units 2603-2615 or northwesterly for Units 2617-2651 of the fence line originally erected by the developer. Each Unit Owner is responsible for maintaining on their property an obstruction-free, 6-foot wide pathway for service providers and emergency services, corresponding to the 6-foot removable sections or gated sections. To the extent level terrain is not available for a Unit to accommodate a 6-foot pathway, the Architectural Committee will make a reasonable modification.

Recognizing townhome-type Units 2609-2615 and 2647-2651 need a special accommodation for

regular backyard services, e.g., pool maintenance, the removable section option for the side yard fencing is not permissible. Rather, the 6-foot unlocked gated option shall be required. Any Unit Owner installing new fencing for these townhome-type Units shall have done so with the explicit understanding neighboring townhome-type Units shall have reasonable access through the back yard area created by neighboring side yard fencing to accommodate back yard services such as pool cleaning. New fencing that would alter the current side yard fencing running parallel to Salt Run Channel or extending the front current front yard fencing for Unit 2651 is prohibited.

4. In advance of installation, new side-yard fencing design must be approved by the Association Architectural Committee. Except as noted, herein, the new fencing shall be consistent in appearance and materials with the original fencing installed by the developer, except fencing height shall be 42" above grade with a 2" spacing above ground. Fencing along and/or parallel to the mangrove-water's edge may consist of picket fencing, horizontal wiring or vertical rod-like material having a diameter of not less than 3/16" with spacing of not more than 4" between horizontal wires or vertical material.
5. The side yard fence shall run from the Unit Owners' existing side-yard fence to not more than one foot inside existing mangroves. Rear fencing shall not require removal of existing mangroves and may intersect with a City of Key West permitted dock.
6. Thereafter, fencing as originally installed by developer may be removed contemporaneously with the installation of new rear fencing guidelines provided, herein. No permanent structure shall be installed in the area waterward of the existing rear fencing other than a permitted dock, and steps from pool decking having a footprint not to exceed 18" in depth and 48" in width. Steps and/or extension of existing pool decks, as applicable, may exceed 48" in width provided such structure does not interfere with the required six-foot pathways and is, otherwise, approved by the Architectural Committee. Pavers and similar materials shall be permitted in the subject area. No material alteration in the ground level shall be permitted by adding to or removing existing ground cover to materially alter existing elevations.
7. Maintenance of front -yard fencing parallel to Gulfview Dr shall be the responsibility of the Association. All other fencing shall be the responsibility of the Unit Owner on whose property the fencing exists. In the case of side -yard fencing between units, maintenance shall be shared on a 50-50 basis.
8. Fence construction must be completed within 180 days of the Association's Architectural Committee approval, or the approval shall become null and void, requiring re-submission of the application to the Architectural Committee for review and approval.

This instrument prepared  
by the Owner described below.

**GULFVIEW POINTE COVENANT**

THIS COVENANT is executed this \_\_\_day of \_\_\_\_\_, 20\_\_\_,  
by \_\_\_\_\_ (hereafter,  
jointly and/or severally, the Owner) whereby the Owner covenants and agrees as set  
forth, herein.

**WHEREAS**, Owner is the owner of the property having a street address of 26  
Gulfview Drive, Key West, Florida, 33040 and otherwise known as Unit 26\_\_\_\_ (the  
"Unit") within the Gulfview Pointe Development ("Development") as more particularly  
described in that certain Declaration of Covenants, Restrictions and Easements. as  
recorded in Official Records Book 1531 at Page 1615. Public Records of Monroe County,  
Florida. as amended, and

**WHEREAS**, Gulfview Pointe Homeowners' Association. Inc. (the "Association")  
adopted Rules and Regulations regarding fencing ("Fencing Rules") for the  
Development, and

**WHEREAS**. Owner has elected to erect new fencing in the Unit's back yard in  
compliance with the Fencing Rules, and

**WHEREAS**, Owner by this Covenant acknowledges and agrees that fencing installed by  
Owner shall at all times be in compliance with the Fencing Rules,

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt of  
which is hereby acknowledged, it is agreed as follows:

1. The Owner, or jointly with the adjacent Unit Owner(s) where adjacent Unit  
Owner(s) have agreed, shall be exclusively responsible (jointly and exclusively  
responsible where adjacent Unit Owner(s) have agreed) for the construction and  
maintenance of the fencing additions referenced, herein.
2. The fencing shall be compliant with governmental rules and regulations, and  
Rules and Regulations adopted by the Board.



3. If Owner is an owner of a townhome style Unit 2609-2615 and 2647-2651, Owner will install for each side yard extension an unlocked gate in compliance with the Fencing Rules providing adjacent townhome Units reasonably accessible ingress and egress to service providers and emergency services to accommodate for regular back yard services. e.g. pool maintenance. The Owner, if being the Owner of a townhome-type Unit, has elected to install new fencing with the explicit understanding and agreement that neighboring townhome-type Units shall have reasonable access through the back yard area created by new fencing to accommodate back yard services.
4. This Covenant shall run with the land and shall be binding on the Owner, and the Owner's heirs, successors, and assigns.

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_  
Witness [print name]:

\_\_\_\_\_  
Owner [print name]:

\_\_\_\_\_  
Witness [print name]:

\_\_\_\_\_  
Owner [print name]:

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Notary Seal)