

# **Cottesmore Homeowners Association**

**Rules and Regulations  
Adopted February 18, 2016**

# **Rules and Regulations for Cottesmore at Lely Resort**

## **PURPOSE**

These Rules and Regulations are intended to supplement the Declaration of Covenants, Conditions, and Restrictions for Cottesmore at Lely Resort Homeowners Association (HOA). This manual is being supplied to help residents maintain and enhance home values and to provide simple guidelines for living at Cottesmore without infringing on the rights of neighbors.

Homeowners must supply tenants with a copy of the Rules and Regulations.

These rules and regulations may be amended, modified or changed, in the sole discretion of the Board of Directors of the HOA.

## **EFFECTIVE DATE**

These Rules and Regulations and any subsequent amendments shall be effective on the date adopted by the Board of Directors unless a later effective date is approved. The Rules and Regulations may be amended or repealed in whole or in part by a majority vote of the Board of Directors.

## **SCOPE**

The Rules and Regulations shall apply to all Homeowners within the boundaries of HOA lands and properties. Homeowners shall be responsible for the actions of their Guests and/or Tenants.

## **Architectural Review Board**

- No improvement, exterior change or structure of any kind, including without limitation, any building, fence, swimming pool, screened enclosure, hurricane shutters, solar panels, additional landscaping or change in paint colors or roof colors is permitted without prior written approval by the Architectural Review Board.
- In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and architect/contractor employed by the Owner. The ARB has no responsibility for ensuring that plans and specifications, which it reviews, comply with local building codes and requirements.
- The owner shall hold the ARB, its members, the Association, and the Board harmless from any failure to comply with relevant building and zoning

requirements or the Declaration or these Rules and Regulations, and against any defect in any plans or specifications or any defect in a structure or Improvement built.

- Homeowners that begin modifications prior to the submittal of an application are subject to a fine of \$500.00
- The ARB request form can be obtained by contacting the management company.

#### **Business Use**

- No business, trade, industry, occupation or profession of any kind, whether for profit or not-for profit, will be conducted, maintained or permitted on any part of the Property.
- To the extent permitted by law, an Owner may use a portion of his/her home for an office or studio (other than a music or dance studio and/or daycare) provided that the activities conducted shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant; and provided such activities do not increase the normal traffic flow or individuals in and out of the Property.

#### **Maintenance of Property**

- Owners are responsible to maintain the exterior of units, including, but not limited to, roof cleaning, painting and repairs.
- Should the owner neglect to perform maintenance and repairs after notification by the HOA, then the HOA shall have the right to have the maintenance or repair performed and the owner will be liable for the cost and subject to a special assessment.

#### **Trash and Garbage**

- Trash and garbage containers shall either be stored within the dwelling structure or in an enclosure approved by the Architectural Review Committee. All trash and recycle containers can be placed curbside the evening before pickup, but no earlier than 6:00 PM, and must be returned to its storage location no later than 6:00 PM of the day of pickup. The pickup schedule for Collier County Waste Management is Monday (trash only) and Thursday (trash and recycle).

#### **Parking/Garages**

- Owner's and renter's vehicles shall be garaged at all times.
- Garage doors shall be kept closed except when vehicles are entering or exiting.



## **Pets**

- Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are permitted to be maintained within the Association.
- No Owner or resident shall maintain or keep more than three (3) domestic pets except for fish in aquarium, or reptiles, rodents or birds in cages.
- Each person bringing or keeping a pet within the Association shall be absolutely liable to other Owners and their Guests for any damage to persons or property caused by any pet brought upon or kept upon the Association by such person or by members of his family or his guests.
- Owners of pets shall be responsible for removing the waste of their pets from all property, including their own, their neighbor's or any of the common areas.
- Animals belonging to Owners or Guests must be kept on a leash held by a person capable of controlling the animal at any time the animal is off of the Owner's property. Owners are responsible for adhering to all pet/animal laws established by Collier County.
- The installation of invisible fences requires ARB approval.
- Owners are not to allow their pet(s) to pose a nuisance to other owners or their guests. Any pet that endangers the health or welfare of any Owner or creates a nuisance (e.g. unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed.

## **Rentals**

- No time share programs shall be permitted.
- A copy of the fully executed lease must be submitted to the management company at least 3 days prior to the beginning of the term of the lease.
- Units cannot be leased for a term of less than 30 days
- Units may be leased no more than four times during any calendar year.

## **Satellite Dishes**

- Direct broadcast satellite (DBS) and multi-point distribution service antennas/dishes (MMDS) that are one meter (39") or less in diameter and for personal use of a homeowner may be installed.
- DBS and MMDS antennas/dishes larger than one meter are prohibited.

### **Access Control**

- Owners will be issued 2 transponders for their vehicles at no cost. All additional bar codes will be \$10.00 each.

### **Enforcement Policy and Procedure**

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations.

- Owners may report violations to the management company or the Board of Directors by submitting a written notice describing the violation.
- The Board of Directors, Management Company, or committee appointed by the Board may also note any violations discovered during a walk-through or by personal knowledge of any of its members or representatives.

At the time a violation is noted or reported, action will be taken as follows:

- A first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
- If the violation continues, or if the response to the first notice is otherwise unsatisfactory, the Owner will receive a notice of a fine being levied. The Owner will be afforded an opportunity to appeal the fine by appearing before an appointed committee either by appearing personally or by submitting written testimony so long as the Owner requests the hearing within fourteen (14) days of receipt of the letter imposing the fine. The HOA shall provide written notice of the hearing at least fourteen (14) days in advance of the hearing.
- At the hearing, the facts of the alleged infraction(s) shall be presented to Committee. The owner shall then have a reasonable opportunity to present evidence as to why the penalty(ies) should not be imposed. If the committee, by majority vote, does not approve a proposed fine or suspension, it MAY NOT BE imposed.
- The Board may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offenses: however, no fine may exceed one hundred dollars (\$100.00) per violation. A fine may be levied on the basis of EACH DAY of a continuing violation, with a single notice and opportunity of hearing, except that no such fine shall exceed one thousand dollars (\$1,000.00) in aggregate. Fines shall be treated as an assessment due to HOA ten (10) days after the hearing.
- All monies received from fines shall become part of the common surplus.

- Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the HOA may otherwise be legally entitled: However, any fine paid by the offending Owner shall be deducted from or offset against any damages that the HOA may otherwise be entitled to recover by law from such Owner.

**Special Note:** Should a violation occur which imposes a financial obligation to the Association; the party responsible for the violations shall reimburse, by way of special non-lien assessment, the Association for the financial obligation. If for example, a party damages a fence, tree or other common property, repair and replacement costs will be charged to the owner responsible for the party.