

Catalina Cove Homeowners Association Inc.

Rules and Regulations

Adopted July 2024

1. No unit shall be used for any purpose other than a residential dwelling.
2. All unit owners shall keep and maintain their respective units in good condition and repair. They shall also keep same free and clear off garbage, rubbish, debris and other unsightly material. Any unsightly material in the patio area must not be visible to others.
3. Except for nameplates of uniform size and design, approved by the Board of Directors, no unit owner shall post any type of signs, in the lawn or landscaping area to the public view.
4. Unit owners, their families, guests, invitees or renters shall in no way deface, mar, make an alteration, repairs, replacement or changes (unless presented to the board) to the common areas and they shall be liable for damages thereto.
5. New roof process must be approved by the board. If a new roof is required, all four adjoining unit owners must be included in the project. One spokesperson is assigned, and that person must submit to the Board of Directors the licensed and insured roofing contractor company information and the scope of work involved or the proposal. Once the board reviews the information, they will inform the spokesperson whether it is approved or disapproved of and why. If any of the HOA property is damaged (i.e. sidewalk, mansard, etc.) during the project the homeowners will be responsible for repairing the damage(s).
6. Parking. Only 2 cars per unit are allowed to park in front of the buildings. All parking spots in front of the units are for residents only. All guest and excess cars are to park in the overflow parking spots by the tennis court. No PODS or storage containers are allowed to be parked in the resident's area without approval by the Board of Directors. Contractors working on units must off load at the unit and park at the overflow parking lot.
7. Each owner owns their lot to include the unit and the yard. Common areas that are rights to homeowners to access are sidewalks, seawall, land around the pool, pond and tennis court.
8. No items such as lawn chairs, bicycles, etc. may be left outside the patio overnight.
9. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over balconies or fences **which can be seen from the front or adjacent property.**

10. All garbage or trash shall be placed in the dumpster area at the end of Tradewinds and at the end of Catalina in a properly sealed container. All boxes are to be flattened and placed inside the dumpster. Any bulky items such as Christmas trees, household items, furniture must be removed by the individual.
11. All residents of units shall exercise extreme care about making noise or the use of musical instruments, car stereos, car horns, or televisions that may tend to disturb other residents. After 11pm all residents shall comply with the civil noise ordinance.
12. No flammables or explosives may be stored in the units. All units must contain a fire extinguisher.
13. Any damage to the property of others, including the common area, caused by moving or carrying of furniture or articles into or out of the buildings (including damage inflicted by movers, contractors or others) shall be the responsibility of the unit owner or renter.
14. The Board of Directors shall have the right to make and amend and enforce reasonable Rules and Regulations respecting the use of the property as is provided in its Articles of Incorporation and By-Laws.
15. Those unit owners or renters who violate these Rules and Regulations shall be responsible for all costs incurred by the Association in enforcing and rectifying the non-compliance, including attorney's fees and court costs. These costs shall also include the removal of all articles, vehicles and substances from the property which were placed here in violation of the rules.
16. Any individual staying overnight in a unit for more than 30 days in any 12-month period, regardless of whether consideration is being paid to the Owner for such occupancy, shall be deemed a tenant or roommate and must be approved by the Board of Directors and complete a background check. This also includes tenants living on boats and having access to HOA property.
17. All vehicles will obey the speed limit of 15 miles per hour on HOA roadways or will be subject to a fine.
18. Unit owner's complaints or recommendations regarding the maintenance and operation of the Association shall be made in writing to the Board of Directors of the Association in care of:

Gloria Reed, Property Manager: greed@ameritech.com

Ameri-Tech
24701 US Hwy 19 N 102
Clearwater, FL 33763

19. Any rule the Board of Directors promulgates will not take effect for 14 days.
20. The following rules and regulations apply to all residents residing in Catalina Cove:
 - a. Those people who are renting out their unit must provide a one-year lease agreement, renewed every year and tenant information for a required background check to Ameri-Tech for the Board of Directors approval.
 - b. All renters will appear before the Board of Directors and shall be provided
 - c. with a copy of the rules and regulations.
21. The following rules and regulations apply to pets:
 - a. No more than two pets per household.
 - b. Dogs and cats within the unit shall not be allowed to run loose without a leash when outside, no exceptions.
 - c. Owners must dispose of the feces of dogs and cats that are walked on the premises
 - d. No exotic or unusual pets are allowed. Only dogs, cats, birds and pet fish.
 - e. Doghouses, cages, etc. are permitted only in the patio area and must not be visible from the outside. No pet facilities are allowed on the unit balcony.
 - f. Pet weight limit is 50 pounds, unless it is a certified and trained service dog.

Amenities: Swimming Pool Area.

1. Rules for the use of the swimming pool and pool area are as follows:
 - a. The use of the pool and pool area is restricted to owners, renters and guest.
 - b. Pool hours are from 6:00 am to 10:00 pm.
 - c. All who use the pool must shower before entering the pool.
 - d. Towels must be utilized to cover chairs and lounges.
 - e. No bicycles, skateboards, or other wheeled conveyances are allowed in the pool area.
 - f. No pets are allowed in the pool area. **ESA may not go in the pool water.**
 - g. No glass containers are permitted in the pool area.
 - h. Floats are to be used only when they do not interfere with others using the pool.
 - i. Boisterous conduct such as water fights, running, roughhousing, frisbee throwing, ball-throwing, pushing swimmers into the water, etc. is not permitted in the pool area.
 - j. Screaming, yelling or other loud noises are not permitted in the pool area.
 - k. Regulations for Use of Pools issued by the Public Health Department are enforced.
 - l. The use of pool furniture is restricted to the immediate pool area and the furniture shall not be removed from the area.

- m. Littering in the pool area is prohibited. Trash cans must be used.
- n. Each owner or renter shall be responsible for any damage caused to the pool or pool area by themselves or their guests.
- o. Minors under the age of **twelve (12)** are not permitted to use the pool or pool area unless accompanied by a resident eighteen years of age or older.
- p. Only unit owners in residence or renters may sponsor pool parties. Go to the Ameri-Tech website under "Documents" to request a reservation. Board approval is required. Once approved, on the day of the event, a sign will be placed by the pool gate stating that is reserved with the date and time. The person hosting the event will be responsible for any damages.
- q. Smoking is prohibited in the pool area.

Tennis Court

1. Rules for the use of the tennis court are as follows:
 - a. The tennis court is to be used for no other purpose than playing tennis or pickleball.
 - b. No wheeled or motored vehicles are allowed.
 - c. No pets are allowed.
 - d. The tennis court is reserved for the use of the unit owners and renters and their guests.
 - e. Only tennis shoes are allowed on the court.
 - f. Each owner or renter is responsible for any damages caused by themselves or guests.

Maintenance of Lots.

1. Maintenance Obligations of the Association. It shall be the obligation of the Association to provide the following:
 - a. Maintenance of the Common Areas.
 - b. Maintenance of the Lots, including:
 - i. Mowing, fertilizing, seeding and trimming all grass, trees, shrubbery or other foliage, with the level and extent of maintenance in the discretion of the Association, provided however, that such maintenance will not include the obligation to replace any trees, shrubbery, landscaping or sod which dies or otherwise needs to be removed in the opinion of the Board of Directors as any such replacement shall be the responsibility of the owner, upon approval of the Board of Directors.
 - ii. Repairing and replacing the sidewalks and mailboxes.

- iii. Maintaining, repairing and replaced the steps that connect the sidewalks with the concrete seawall cap that is adjacent to Lots 7-11.
- iv. Maintaining, repairing and replacing the perimeter fencing and concrete walls.
- v. Repairing and performing annual maintenance on the first 4 inches of the seawall cap. Maintenance will include chemical sealing of the seawall cap only. Any additional maintenance repairs or replacement of the seawall or seawall cap is the Owner's responsibility.
- vi. Repainting the exterior surfaces of the buildings at such times as determined by the Board of Directors.
- vii. The association, in connection with its obligation for maintenance of certain improvements on the individual lots and units, will have the right to enter, with as little inconvenience to the owners or renters as reasonably possible.

2. Individual Maintenance Obligation of Unit Owner

- a. It shall be the joint responsibility of the four-unit Owners in each quadra-home to provide for the exterior maintenance of the structure containing all four units. The joint exterior maintenance responsibilities of the four-unit Owners shall include, but not be limited to, the following: repair, cleaning, maintenance, and replacement of the common contiguous roofs, as well as the gutters, downspouts, and exterior building surfaces.
- b. It shall be the obligation of the unit owners to be responsible for the cleaning, maintenance and repair of any glass surfaces within the unit and maintenance of any unit patio. Patio area shall be deemed to include but not limited to the concrete, tile and fencing around the patio area.
- c. Each unit owner shall also be responsible for the maintenance, cleaning and repair of any swimming pool, sauna, jacuzzi or other improvements constructed upon the unit patio.
- d. Owners that have assigned seawall space are responsible for maintaining, repairing and replacing the portion of the seawall and any sinkholes or other erosion or surface on the Owner's lot. The Association is responsible to for maintaining or sealing the seawall cap as outlined in 1(b)v above.
- e. Any additional maintenance, repairs or replacement of the seawall or seawall cap is the owner's responsibility. No alterations by drilling, construction or other means may be made to the surface of the concrete seawall without the approval of the Board of Directors.

- f. If the owner fails to perform any maintenance, repair or replacement in a timely manner, the association will provide the owner a 30 day notice to make repairs. If not completed within the 30 days, the Association will provide the notice to the HOA attorney. The HOA attorney will provide a notice to the owner and a possible fine.
- g. The Association will be allowed the right to repair or replace any condition that is considered an emergency and that would result in the harm to homeowners or owners' property after notification to the homeowner. The Association will levy an assessment against the owner for any such emergency repairs or replacements.