

**CATALINA COVE HOMEOWNERS ASSOCIATION. INC.**  
**RULES AND REGULATIONS**

Adopted August 2023  
**General**

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 of garbage, rubbish, debris, and other unsightly material.
3. Except for nameplates of uniform size and design, approved by the Board of Directors, no unit owner shall cause any signs to be posted or affixed to any common element or in any unit whereby the sign may be seen from the common element.
4. Unit owners, their families, guests, invitees, or renters shall in no way deface, mar, make any alterations, repairs, replacement, or changes (unless presented to the board) to the common elements, and they shall be liable for damages thereto.
5. No items such as lawn chairs, bicycles, etc. may be left outside of courtyards overnight.
6. 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 patio fences.
7. All garbage or trash shall be placed in the disposal provided (located at the south end of Tradewinds and Catalina Circle) in properly sealed containers. All boxes are to be cut up and placed inside disposal. (Any trash, which cannot be fit into the disposal, such as Christmas trees, cast-off furniture, etc. must be removed from the common areas by the individual).
8. All occupants of units shall exercise extreme care about making noise or the use of musical instruments, car stereos, car horns, radios, televisions, and amplifiers that may tend to disturb other occupants. After 11P.M., all occupants shall comply with the civil Noise Ordinance.
9. Members or member approved renters shall be permitted to have visitor occupants of any age.
10. No flammables or explosives may be stored in units. All units must contain a fire extinguisher.
11. Any damage to the property of others, including the common elements, caused by the moving or carrying of furniture or articles into or out of the buildings, including damage inflicted by movers, tradesmen, or others, shall be the responsibility of the unit owner and/or renter.
12. No bikes, skateboards or roller blades shall be allowed on the sidewalks, boardwalk, or between any vehicles in carports. Any damage by these items to cars, grass or other common area or personal property shall be the responsibility of the child's family.

\* Definition: Courtyard in # 5 Means Patio\*

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13. 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 for in its' Articles of Incorporation and By-Laws.
14. Those unit owners and/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 hereon in violation of the rules.
15. All vehicles will obey the speed limit of 15 miles per hour on Catalina Cove property or be subject to fine.
16. Unit owner's complaints and 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:

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

17. Any rule the Board of Directors promulgates will not take effect for 60 days. If there are any objections to the rules, they may be amended and/or removed by vote of 51% of the unit owners in writing.
18. The following rules and regulations apply to all residents residing in Catalina Cove:
  - a. Those people who are renting out their unit need to provide the Board of Directors with the names of tenants and their day and nighttime phone numbers.
  - b. All renters will appear before the Board of Directors and shall be provided with a copy of the rules and regulations.
19. The following rules and regulations apply to pets:
  - a. No more than 2 (two) pets per household
  - b. Dogs and cats within the units shall not be allowed to run loose and shall be leashed when outside the courtyard.
  - c. Dogs and cats that are walked on the premises are to be scooped. (feces removal)
  - d. No unusual or exotic pets (other than dogs, cats, birds, aquarium fish) shall be permitted within the units or on the premises at any time.
  - e. Any outside pet facilities such as doghouses, cages, etc., are permitted only in the fenced patio area of the unit and must not be visible from common areas. No pet facilities are allowed on unit sundeck balconies.
  - f. No pets (except for existing pets) will weigh over fifty (50) pounds.

#### **Amenities: Swimming Pool and Pool Area**

1. Rules for the use of the swimming pool and pool area are as follows:

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- a. Use is restricted to owners who are in residence, renters, families, and their guests. Guests who are occupying an owner's unit are required to register with Ameritech.
- b. Pool hours are from 6:00 A.M. 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 or pool area.
- f. No pets are allowed in the pool or pool area.
- f. No glass containers are permitted in the pool or pool area.
- g. Floats are to be used only when they do not Interfere with pool use by others.
- h. All children under eighteen (18) years of age are restricted to having only 2 (two) guests per unit.
- i. Boisterous conduct such as water fights, running, roughhousing, frisbee throwing, ball throwing, pushing swimmers into pool, etc., is not permitted in the pool area at any time.
- j. Screaming, yelling or other loud noises (such as radios, tape decks played at such volume as to annoy others) are not permitted in the pool area at any time.
- k. In addition to the foregoing, "Regulations for Use of the Pools" as issued by the Public Health Department are in full force.
- l. The use of pool furniture is restricted to the immediate pool area, and the pool furniture shall not be removed from this area.
- m. Littering in the pool area is prohibited. Trash cans must be utilized.
- n. The pool and pool area are reserved for the exclusive use of unit owners in residence, renters and their families and guests. The pool and pool area are not available to unaccompanied guests for entertainment purposes.
- o. Each unit owner and/or renter shall be responsible for any damage caused to the pool or pool area by him/herself for their guests.
- p. Minors under the age of sixteen (16) years of age are not permitted to use the pool and pool area unless accompanied by a unit owner, an adult family member (18 years of age or older), or a parent-authorized adult (18 years of age or over).
- q. Only unit owners in residence or renters may sponsor pool parties. Notify Sterling Management in writing of intent. Place a written notice on the community board two (2) days in advance. Include name, date, and time. The time limitation on pool parties is three (3) hours. The unit owner or renter sponsoring the party is responsible for any damage and is responsible for leaving the pool area clean.
- r. The unit owner shall be assessed for cleaning and damages.
- s. Smoking is prohibited in the pool area.

### **Tennis Court**

1. Rules for use of the tennis court are as follows:
  - a. The tennis court is to be used for no other purpose than playing the game of tennis.
  - b. No bicycles, skateboards or other wheeled conveyances are allowed on the tennis court.
  - c. No pets are allowed on the tennis court.
  - d. The tennis court is reserved for the exclusive use of unit owners in residence, renters

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- and their families and their guests.
- e. Each owner or renter shall be responsible for any damage caused to the tennis court by himself, his family, or his guests. The unit owner shall be assessed for such damage, including damage to contents.
  - f. Only proper tennis shoes and clothing are allowed on the tennis court.

### **Maintenance of the Lots**

A. Maintenance Obligations of the Association. It shall be the obligation of the Association to provide to provide for the following:

- 1) Maintenance of the Common Areas;
- 2) Maintenance of the Lots, including:
  - a. 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 of the Association as any such replacement shall be the responsibility of the individual Lot Owner, upon approval of the Board of Directors;
  - b. Repairing and replacing the sidewalks and mailboxes on the Lots;
  - c. Maintaining, repairing, and replacing the steps that connect the sidewalks with the concrete seawall cap that is adjacent to Lots 7-11;
  - d. Maintaining, repairing, and replacing the perimeter fencing/walls;
  - e. Repainting the exterior surfaces of the quadra-homes, at such times as determined by the Board of Directors; and
  - f. Provided that the Owners of Lot 7, Unit 1; Lot 7 Unit 4; Lot 8, Unit 1; Lot 8, Unit 2 & 2A; Lot 8, Unit 4; Lot 9, Unit 1; Lot 9, Unit 3 & 3A; Lot 9, Unit 4; Lot 10, Unit 1; Lot 10, Unit 4; Lot 11, Unit 1; and Lot 11, Unit 4 approve this amendment, repairing and performing annual maintenance on the first four (4) inches in depth of concrete seawall cap that is adjacent to Lots 7-11. Said annual maintenance shall entail chemical sealing of the concrete seawall cap only.
- 3) The costs for the services set forth in Subsection A(1) and Subsections A(2)(a)-(e) above will be part of the budget of the Association and all unit owners will share in these costs. Provided that the Owners of Lot 7, Unit 1; Lot 7 Unit 4; Lot 8, Unit 1; Lot 8, Unit 2 & 2A; Lot 8, Unit 4; Lot 9, Unit 1; Lot 9, Unit 3 & 3A; Lot 9, Unit 4; Lot 10, Unit 1; Lot 10, Unit 4; Lot 11, Unit 1; and Lot 11, Unit 4 approve this amendment, the costs and services set forth in Subsection A(2)(f) above will be part of the budget of the Association and all unit owners will share in these costs. The

Association is only obligated to perform the services outlined in Section A(3)(F) above. Any additional maintenance, repairs, or replacement of the seawall or seawall cap is the Owner's responsibility as outlined below in Section 2, Subsection C of this Article. No alteration by drilling, construction, or other means may be made to the surface of the concrete seawall cap without the Association's prior permission.

- 4) 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 as reasonably possible, upon any Lot when necessary.

B. Individual Maintenance Obligations of Unit Owners.

- 1) It shall be the obligation of the Owners of the individual units comprising a quadra-home to be responsible for the cleaning, maintenance, and repair of any glass surfaces within the individual unit, and maintenance of any patio areas attached to or adjacent to the individual unit. Said patio areas shall be deemed to include, but not be limited to, the concrete slabs and the fencing around the patio area.
- 2) Each individual unit Owner shall also be responsible for the maintenance, cleaning, and repair of any swimming pool, sauna, Jacuzzi, or other improvements constructed upon the individual unit, except for those improvements which are specifically made the responsibility of the Association in this article of the Declaration, or those items which are made the joint responsibility of all four Owners in the quadra-home as set forth below in Section 3 of this Article.
- 3) Each individual unit Owner whose Lot includes a portion of the seawall is responsible for maintaining, repairing, and replacing the portion of the seawall and the concrete seawall cap located below 4" of the surface on that Owner's Lot as outlined below in Subsection E, including all hardware and other components of the seawall and any sinkholes or other erosion or surface conditions on the Lot. In the event any Owner fails to perform necessary maintenance, repairs, and replacement within a timely manner, the Association will provide written notice to the Owner informing the Owner of the maintenance, repair, or replacement that needs to be performed. If the Owner fails to perform the maintenance, repair, or replacement outlined in the Association's notice within thirty days from the date of the notice, the Association may perform the maintenance, repair, or replacement and the Owner shall be responsible for the cost of any such maintenance, repairs, and replacement, which the Association may levy as an Individual Lot Charge.
- 4) The Association will be allowed the right to repair or replace any condition that it deems to be considered an emergency and that would result in the harm to a homeowner or his property after notification of the homeowner. The Association will levy an Individual Lot Charge against the Owner for any such emergency repair and replacement.