

**IBIS COVE
MASTER
PROPERTY
OWNERS
ASSOCIATION**

**Rules, Regulations, Policies and
Hurricane shutter standards**

**Effective
April 16, 2024**

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NOTE: The numbers in brackets [] at the beginning and / or end of some paragraphs refer to:

- a) Declaration of Covenants, Restrictions and Easements (CCR).
- b) Articles of Incorporation (AI),
- c) Bylaws (BL), and / or
- d) Florida Statute Chapter 720 (FSS).

The rules and regulations are supplemental to the provisions of the Declaration of Covenants, Restrictions and Easements, Articles of Incorporation and Bylaws and any amendments thereto (hereinafter collectively referred to as the “governing documents”.) The rules and regulations hereinafter enumerated are adopted by the Board of Directors pursuant to sections 7.04 and 10.37 of the CCR and shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all owners, their families, guests, lessees, invitees and licensees.

Owners shall see that all rules and regulations are faithfully observed by their families, guests, licensees, invitees, lessees and persons over whom they exercise control and/or supervision.

If any of the following rules, regulations, policies, procedures or guidelines is determined to be in conflict with the governing documents, or applicable Florida Statute or law, as any of the foregoing may be amended from time to time, that rule, regulation, policy, or procedure shall be considered to be amended only to the extent necessary to comply with the applicable provision of the governing documents, law or statute.

Part I: General Rules and Regulations

Occupancy

- Family or Single Family shall mean any natural person and shall include a spouse, children, parents, brothers, sisters, grandchildren, grandparents and other persons related to, by blood in the first degree, and not more than one (1) unrelated person, permanently living in at the parcel together with the owner (s) or primary occupant. The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity.
- Occupancy of a parcel when “**owner is in residence**” may be occupied by the owners, and their Family, without limitation, except for the limitations set forth by Collier County or the State of Florida as may be established from time to time to maintain the safety of all occupants. Guests remaining more than 30 days become permanent residents and are limited to no more than six (6) persons per parcel. There are no age restrictions. Permanent residents need not be related to each other.
- The occupancy of a parcel when “**owner is not in residence**” means the owner may allow Family as defined above, or Family related in the second degree such as aunts, uncles, cousins, nieces, nephews or half-siblings to occupy their parcel in their absence on not more than three (3) occasions each calendar year, provided that no single occasion of occupancy exceeds sixty (60) consecutive days, and the total of all three occasions not exceed ninety (90) days in any calendar year. The owner must register all such guests with the property manager. The owner is responsible for the conduct of his guests. The number of guests residing in a parcel cannot exceed six (6) persons on any one occasion unless they are related family (father, mother, children, grandparents) then the limitations as set forth by Collier County or the State of Florida prevail, as may be established from time to time, to maintain the safety of all occupants.

Leasing

- Only entire parcels may be rented, provided the occupancy is only by the lessee and his family. No rooms may be rented, and no transient tenants may be accommodated. A parcel shall not be leased for periods less than sixty (60) days, nor more than two (2) times in any calendar year and for a period of no longer than one year. All rentals must be approved by the Board of Directors or the property manager. The following are restrictions and conditions: [CCR – 10.18]
 - a) For every prospective lease, the owner and prospective tenant shall provide the following documents to the Association at least twenty (20) days prior to the date of occupancy: 1) a completed application form; 2) a confidential background report and a credit report; and 3) a copy of the fully executed lease whether for a new lease or a renewal of an existing lease must be submitted as required and instructed by the property manager not less than twenty (20) days before the beginning of the lease term.

- b) No subleasing or assignment of a leased right is allowed.
- c) The lessee or occupant who does not abide by the Declaration, By-Laws, or Rules and Regulations, shall not have the Board of Directors' or property manager's approval for a lease renewal until they have conformed. The Association may be entitled to pursue injunctive relief and any other remedy available at law or in equity, including without limitation, eviction under Chapter 83, Fla. Stat. for failure to abide by the governing documents and any rules and regulations of failure to complete the application process and obtain the approval of the Board of Directors or the property manager.
- d) All leases must be made in compliance with all Ibis Cove governing document and Ibis Cove's lease approval policies and procedures.

Business Use of Parcel

- The business use of any parcel/unit is restricted by the following:
 - The use of a parcel as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited.
 - Any business conducted within our community must be conducted wholly within the parcel and may not have detectable sight, sound or smell from outside the residence,
 - Said business must conform to all zoning requirements and to our residential character,
 - No business or trade may generate more traffic than would be considered normal to our community,
 - Employees who do not reside at the site of the business are not permitted. Business associates/employees are not permitted to gather at or park vehicles in the community for travel to alternate destinations. [CCR – X 10.31]

Supervision / harassment of POA Employee, management and vendors

- Parcel owners and/or residents who are not Board members, shall not direct, supervise or in any manner attempt to assert any control over the employees of the Association, vendors, or property manager.
- Harassment or interference with the board, committee members, and management. The Association recognizes that board members and committee members are volunteers and wishes to encourage owners to serve as members of the board and committees and to prevent against verbal, written or physical harassment or interference of the board and its committees. Accordingly, it is hereby made a violation if these rules and regulations for any owner, tenant, invitee, licensee, guest or other occupant of the Association to directly or indirectly attempt to harass or otherwise interfere with a member of the board or its committees while acting in his or her capacity as a committee member, director or officer of the board, or to take any action to communicate at an unreasonable hour, to harass whether verbally, in writing, physically, or to otherwise threaten or interfere with the right of quiet enjoyment of any member of the board or its committees because of any action

taken by the board or committee member on any issue pending or expected to be pending before the board.

- It shall further be made a violation of these rules and regulations for any owner, tenant, invitee, licensee, guest or other occupant of the Association to harass or otherwise interfere with the duties and responsibilities of the Association's property manager. Members shall at all times conduct themselves in a courteous and neighborly manner towards the property manager and shall not take any action to harass whether verbally, in writing, physically, or to otherwise threaten or interfere with the tasks and duties of the property manager.
- If the Association incurs any expense, legal fees or costs, including pre-litigation demands and notices sent by the Association's attorney to protect against harassment or interference, the costs shall be chargeable to the owner in violation of this rule as an individual assessment and lien against the parcel owner if not paid on demand. The Association shall be entitled to pursue all other legal remedies available under Florida law.
- No member may contact any vendor, employee or contractor of the Association without the express written consent of the board. The Association shall cause a list of approved contacts to be communicated to each vendor, employee or contractor to prevent conflicting messages, the ordering of unapproved work and/or services, or otherwise interfering with any vendor, employee or contractor. No member may communicate with any vendor, contractor or employee in any manner while the vendor, contractor, or employee is on Association property and/or the individual owner's property in the performance of their obligations to the Association. Nothing herein shall prevent an owner from contacting a vendor, employee, or contractor if the communication is solely related to work contracted by the owner and to be paid by the owner as a separate service and/or charge. In the event any owner has a comment or complaint concerning any vendor, they are directed to contact the Association's property management and are not permitted to communicate directly with the vendor, contractor or employee. Any violation of this contact rule will be deemed a violation of the Association's rules and regulations and enforced pursuant to Florida law and the Association's governing documents.
- Anyone determined to be in violation of the above rules and regulations by the Board of Directors or its representatives, can accrue up to \$1,000 per violation, suspended from the common amenities, responsible for legal expenses and/or subject to other legal remedies available to the Association.

Trash & Garbage

- Trash, recycling and garbage must be placed in approved waste and recycling containers and stored inside the garage except on specified pick-up days. Trash containers can be placed on the sidewalk between 6 PM the night before pick-up and must be removed by 11:59 PM the day of pickup (currently Tuesday & Friday). For special trash (i.e. stoves, refrigerators, dishwashers, etc.) call Collier County or Waste Management and arrange

for a pickup at the owner's expense. All special trash once scheduled for pick-up can be placed on the sidewalk after 6 PM the night before pick-up. (CCR – 10.4, 10.22)

- Dumpster must be approved, in writing and in advance by management and shall be placed in the driveway and may not be placed on any grass surface or sidewalk. Dumpsters may not remain on property for more than 72 hours. Any exceptions or extensions must be approved, in writing and in advance, and shall be at the discretion of the board or management. [CCR – 10.05]

Noise

- No occupant shall make or permit any disturbing noise in any building by any person or permit anything by such persons that will interfere with the rights, comforts or convenience of the other parcel owners. No parcel owner shall play upon or suffer to be played upon any musical instrument or operate a CD or tape player, television, radio or sound amplifier or any similar device in his/her parcel in such a manner as to disturb or annoy other occupants of the Association. All parties shall lower their volume by 11:00 p.m. each day. [CCR – 10.07, 10.17]

Signs, Advertising & Holiday Decorations

- No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed on, or upon any part of the parcels, including any fences, exterior walls, vehicles or any other areas of buildings or grounds or Association property except as follows: [CCR – 10.20]
 - A single real estate sign offering property for sale no larger than two (2) feet by two (2) feet in size can be placed inside the window facing the street.
 - Owners may place up to two (2) allowed signs, banner and/or decorative flags in accordance with the following provisions: 1) the sign, banner and/or decorative flag is no larger than 18"x 24"; 2) the sign, banner and/or decorative flag can only be placed within a mulch bed; 3) and no commercial signs or advertisements are permitted; 4) the sign, banner and/or decorative flag cannot be plainly offensive, obscene, lewd or profane.
 - No for rent or for lease signs are permitted.
 - No information boxes or tubes are permitted.
 - Two Open House signs are permitted for a maximum of four (4) hours per day. Placement is limited to entry median and the front yard of home holding the Open House. No posting of gate codes is allowed, and no signs may be affixed to call box.
 - Security signs are permitted in the mulched area adjacent to the front of the garage.
 - Two (2) Political candidate signs are permitted within a mulch of bed so long as they do not exceed 18" x 24" and must be displayed no more than (30) days before said election date and must be removed no longer than fourteen (14) days after said election.

- The Board of Directors may also allow other types of signs as it deems permissible from time to time and adopt specifications regarding same.
- Holiday decorations cannot be displayed more than thirty (30) days before said holiday and must be removed no longer than fourteen (14) days after said holiday, and their location is subject to regulation by the Association so as not to interfere with the Association's obligations within respect to landscaping. Placement of decorations shall violate any other covenants or rules and regulations. Holiday decorations shall not disrupt or cause damage to the landscaping or plantings.

Additions & Alterations to Home Exterior

- No additions or alterations to the exterior of the building that would alter the appearance, including but not limited to paint, roof tile, shutters, driveways, lanais or patios, pools or spas and landscaping or plant removal can be made without the prior written approval of the construction committee. Specification for screen doors, hurricane shutters, screened patios or any of the above additions/alterations must be submitted in writing with a copy of the specifications and must be approved by the construction committee prior to purchase and installation. [CCR – 11.08]

Lanais

- All lanais shall always be kept in good repair, including replacement of any screens after reasonable notice to owners. If, after being given notice and an opportunity to take corrective action, an owner fails or refuses to perform repairs or replacement of its lanai, the Association can perform the work and charge those costs back to the owner as an individual assessment and lien against the parcel owner if not paid upon demand. Lanai colors and improvements or alterations must be in accordance with the architectural specifications. No attachment or alteration is permitted without approval from the construction committee. The location of clotheslines is subject to regulation by the construction committee. [CCR – 11.08, 10.21]

Hazardous Materials

- No on-premises use or storage of any hazardous material shall be kept in such amount as to be potentially dangerous to persons or property [CCR -10.06, 10.19, Collier County Code]

Hurricane Season

- Each owner that will be absent from their parcel for thirty (30) days or more during hurricane season (June 1 through November 30) must prepare their parcel prior to departure by:
 - Removing all furniture, potted plants and other objects from the screened porch or lanai

- Designating a responsible firm or individual to care for their parcel should the parcel suffer hurricane damage and furnishing the Association with the name of such firm or individual. Such firm or individual shall contact the Association for clearance to do any repairs or remove any damaged portions of the parcel. The Association takes no responsibility for damage caused to an individual parcel.
- Plywood hurricane shutters are permitted subject to the conditions herein
Plywood hurricane shutters cannot be installed any more than 48 hours before a hurricane is expected to strike the area and must be removed within 72 hours after the hurricane warning has been lifted. See Appendix for Ibis Cove standards for hurricane shutters, hurricane panels and impact glass.

Sporting Equipment, Tents & Temporary Structures on Owner's Parcel

- No swing sets, jungle gyms or playground equipment of any kind shall be permitted anywhere in Ibis cove. No tents or temporary structures shall be permitted anywhere on Ibis Cove. [CCR – 10.34, 10.10]
- Portable Storage Containers (PODS) must be approved in writing and in advance by Management and shall display a temporary permit which shall be issued for a maximum of 72 hours. PODs shall be placed in the driveway and may not be placed on any grass surface or sidewalk. Any exceptions or extensions shall be at the discretion of the Board of Directors or Management. [CCR – 10.05]

Mailboxes

- No permanent letters, numbers or décor of any kind may be placed on mailboxes other than those installed by the Association. Mailboxes are maintained at the Association's expense and must conform to community appearance and/or architectural design. Any damage to a mailbox remains the responsibility of the person causing the damage, and the cost shall be chargeable to the owner as an individual assessment and lien against the parcel owner if not paid upon demand.

Antennas

- Installation of video antennas and direct-to-home satellite dishes must be approved in writing and in advance by the construction committee. Per federal telecommunication laws video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter, TV antennas and wireless cable antennas are permitted as stated in Federal Communication Commission rule 47 C.F.R. Section 1.4000, and as may be amended from time to time. Dishes and antennae receiver equipment permitted by federal telecommunications laws must still be approved by the construction committee before any installation to ensure the size, location and appearance are in conformity with the committee's criteria and standards. [CCR – 10.12]

Flags & Banners

- No flags, banners, windsocks or other type items are to be adhered to or displayed on the exterior of the dwelling parcel, except those expressly allowed in “Signs, Banners & Holiday Decorations” on page 7 above. An owner may display one portable, removable United States flag or official flag of the State of Florida and one portable, removable United States Military Service Organization or a POW-MIA flag in a respectful manner nor larger than 4 1/2 feet by 6 feet.

Working Capital Contribution

- A working capital contribution assessment in such amounts as the Board may from time to time determine per parcel shall be collected by the Association at the time of transfer of title to the purchaser. The working capital contribution assessment, together with interest, costs and reasonable attorney’s fees, shall be the personal obligation of the purchaser of the parcel and shall be secured by a continuing lien. Said lien may be foreclosed in the same manner as provided in section 9.05 of the Declaration. For purposes of this rule the term “conveyance” shall mean the transfer of record legal title to a parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or death of the transferee, not a transfer of title to the transferor’s spouse or family members without changing occupancy, solely for estate planning or tax reasons. (See appendix I) [CCR – 9.11]

Payments owed to HOA

- Payments of quarterly maintenance fees and all other sums due to the Association shall be paid in U.S. currency to Ibis Cove Master POA.

Assessment Payments

- Assessment shall be paid quarterly and are due on the first day of January, April, July and October. Assessments will be considered late if not received on or before the second (2nd) day of the month in which they are due. Assessments not paid are subject to lien. Collections shall be handled per the Collections Policy (Part XII (A) of this document) [CCR – 9.03, 9.05 (a)]

Delinquent Accounts & Liens

- If the parcel is occupied by a tenant and the parcel owner becomes delinquent in paying any momentary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the parcel.
- Approval for rental will not be issued when a lien is outstanding, or an account is delinquent.

- Owners that are delinquent in the payment of assessments, fines or other charges may lose amenity privileges (common area use rights). [CCR – 7.04]

Damage to Common Areas

- Homeowners shall be responsible and will be held liable for any damage caused to the gates, planted areas and landscaping, irrigation, sidewalks, signs, utility lines, streets and roads, and any other common areas or any other Ibis Cove property caused by themselves, relatives, friends, guests, invitees, licensees or lessees, and the costs shall be chargeable to the owner in violation of this rule as an individual assessment and lien against the parcel owner if not paid upon demand. [CCR – 10.16]

Part II: Vehicles, Bicycles, Toys and Parking

- The parking lot at the clubhouse and pool area is to be used only by those that are using said clubhouse / pool or community activities at the time. Short-term overnight parking (72 hours maximum) is permitted in the clubhouse lot with advance written permission of the Board of Directors or property manager. The parking permit must be displayed on the dashboard.
- No unlicensed vehicles are to be operated on Ibis Cove common areas including sidewalks and roadways. Unlicensed vehicles include but are not limited to motorized / battery operated bicycles, skateboards, scooters, and all-terrain vehicles. Golf carts are prohibited from being operated on Ibis Cove roadways and sidewalks unless approved in writing in advance by the Association.
- Vehicles that are unsightly, unlicensed or have an expired registration, must be garaged.
- Inoperable or abandoned vehicles are not permitted in Ibis Cove. [CCR – 8.3]
- Commercial vehicles are not permitted unless actively and currently providing a service and must be parked or stored in an enclosed garage. Commercial vehicles are defined as any vehicle displaying commercial signs and/or advertising, are loaded with merchandise and/or equipment, and/or those not used for customary family or personal transportation. The absence of commercial lettering or graphics shall not be dispositive as to whether the vehicle is a commercial vehicle.
- No oversized vehicle is allowed on the property on a permanent basis. Oversized vehicles are defined as vehicles which are too high to clear the entrance to the garage or be parked within a closed garage. This restriction does not apply to vehicles modified for a disability-related need.
- Maintenance or repairs of vehicles outside the garage or anywhere on the Association property is prohibited, with the only exception being battery charging or replacing a flat tire.
- Parking is not permitted on any Association or common area grass or sidewalks. Parking is only permitted on paved areas intended for vehicles or in garages.
- Vehicles may not be parked in a manner that would block or obstruct sidewalks.

- Vehicles may not be parked in a manner that would block or limit passage of vehicles on roadways.
- Vehicles may not be parked on the street between midnight and 6:00am.
- Washing and cleaning of personal vehicles is permitted in the driveway.
- Vehicles parked in unauthorized places or parked in a manner that violates the above rules may be towed at the owner's expense.
- Recreational vehicles and campers are permitted in driveways only while actively being loaded or unloaded, and for a maximum of four hours. See above rules regarding parking at the clubhouse parking lot.
- The Association assumes no liability for damage to or theft from a vehicle while parked on Association property.
- The speed limit within Ibis Cove is 20 miles per hour (20 mph). Any vehicles in violation of this rule will be subject to fines and/or suspension.

Part III: Lake Regulations

- Fishing is limited to homeowners and their guests; Lakefront owners and their guests may fish behind their parcel. All other homeowners and guests may fish from designated common areas. All fishing is catch and release only.
- All fishing equipment and debris must be removed, and the common areas left in an aesthetically pleasing state.
- As is the case with all recreational and/or resident activities within Ibis Cove and usage of any Ibis Cove community facilities, the Association is not responsible for injury to person or damage to property or for any fishing license that may be required by any state or local authorities. Any individual using the lakes for fishing proposes do so at his or her own risk.
- No recreational use except for fishing in accordance with the Association's rules governing fishing, no swimming, boating, or flotation devices of any kind are permitted on the lake.
- No disposing of refuse, pet waste, cigarette butts, rubbish, soil, or chemical of any kind including draining of pools into the lake or any storm drain.

Part IV: Animals

- No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any dwelling parcel or common area. Dogs, cats, and other common household pets may be kept in dwelling parcels as long as they are not kept, bred, or maintained for commercial purposes. [CCT – 10.13]
- Pets may not be left unattended or leashed on lanai areas, garages, outside, or common areas or such places where barking or other noises are objectionable to other persons.
- All animals must be on a leash or held and under control by the owner when outside. When walking dogs, owners or attendees, will clean up after animals. If such clean-up is not done

by the animal's owner or attendee, a fine may be levied on the homeowner by the Association up to \$100 per violation.

- No pets shall be permitted in the pool area, leashed or unleashed.
- The Association's Board of Directors shall have the sole discretion to determine if a pet is dangerous, vicious, aggressive or a nuisance. If the Association's Board of Directors determines that any pet is a nuisance, noisy, vicious, dangerous or aggressive, the owner shall remove the pet from the lot/parcel.
- The owner of a cat or dog shall obtain a county license for such animal when the animal is four months or older. Pets shall be vaccinated annually or as required by county ordinance. [CCR – 10.06, County ordinance – 95.56 section 14-34]
- Renters may not have pets.
- Any owner or resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the community.

Park V: Pool and Spa Regulation

- Pool rules are based upon Florida Administrative Code 64E-9 and are regulated by County and State Health Departments. As is the case with all recreational and/or resident activities within Ibis Cove and usage of any Ibis Cove community facilities, the Association is not responsible for injury to persons or damage to property from use of the pool facilities. Any individual using the pool facilities does so at his or her own risk.
 - The pool, spa, and pool deck are open from one half hour after sunrise until one half hour before sunset.
 - Persons who are not toilet trained are not permitted in the pool unless wearing watertight and leak-proof pants such as Pool Pals or equivalent. Any fecal contamination must be immediately reported to management.
 - No lifeguard on duty. All persons swim at their own risk.
 - As shower is required before entering the pool.
 - If suntan oils or lotions are used, a towel must be placed on pool furniture.
 - No food or glass containers are permitted anywhere on the pool deck.
 - No flotation devices other than “noodles” and personal flotation devices for children are permitted in the pool.
 - No skateboards, roller skates, scooters, bicycles, or other such object are permitted on the pool deck.
 - Pool furniture is to be returned to its original location and all umbrellas must be lowered and tied when leaving the pool area.
 - No diving, jumping, or horseplay is permitted in the pool or on the pool deck.
 - Pool load is a maximum of 63 persons.
 - Spa load is a maximum of 7 persons.
 - If radios are used, earphones must be used.

- The pool and pool deck must be vacated in the event of thunder/lightning. The Heritage Green golf course warning siren shall be sufficient proof of approaching thunderstorm.
- Pool gate must remain locked at all times.
- Persons under 15 must be accompanied by an adult.
- Smoking is permitted in designated areas only.
- Pool users must wear standard swimming attire. No cut-off jeans or other forms of clothing are permitted.
- No professional coaching or swimming lessons are permitted in the pool without the advanced written permission of the property manager.
- The Association is not responsible for loss, damage, or theft of personal items brought to the pool.
- Any activities not covered above must be cleared by the Board of Directors or property manager.
- Persons who fail or refuse to identify themselves to management, a board member, security, or law enforcement shall leave the pool area immediately.
- No pets. Service animals allowed only with advance registration.
- Access to the pool area is only by key fob. No jumping over the fence or gate. Access to the swimming pool area by unauthorized persons is trespassing.

Part VI: Tennis Court Rules and Regulations

As is the case with all recreational and/or resident activities within Ibis Cove and usage of any Ibis Cove community facilities, the Association is not responsible for injury to persons or damage to property from use of the tennis courts. Any individual using the tennis courts does so at this or her own risk.

- Tennis court hours are from 8:00 A.M. to 10:00 P.M.
- Gate must remain locked at all times.
- Minors are permitted on courts of actively engaged in playing tennis and are supervised by an adult.
- Players using the court after dark must turn off the lights when finished.
- Proper attire must be worn.
- No professional lessons are permitted without advance written permission of the property manager.
- No food or glass on courts or in the tennis court enclosure.
- No smoking is permitted on courts or within the enclosure.
- Restrooms are located in the clubhouse and are inaccessible after the clubhouse is closed.
- A person who fails or refuses to identify themselves to management, a board member, security or law enforcement shall leave the tennis courts immediately.
- The Association is not responsible for loss, damage, or theft of personal items brought to the tennis area.
- No pets. Service animals allowed only with advance registration.

- Any activities not covered by the above should be cleared by the Board of Directors or property manager.

Part VII: Fitness Center Rules and Regulations

As is the case with all recreational and/or resident activities within Ibis Cove and usage of any Ibis Cove community facilities, the Association is not responsible for injury to persons or damage to property from use of the fitness center. Any individual using the fitness center does so at his or her own risk.

- Fitness center hours are 5:00 A.M. to 11:00PM
- No one under 15 is allowed in the fitness center. Persons between 15 and 18 years of age must be supervised by an adult while in the fitness center.
- Equipment must be wiped down after each use. Only approved vendors may move or maintain the equipment. Equipment should never be removed from the fitness center.
- Equipment use is limited to thirty minutes if someone is waiting for the machine.
- No food or glass containers are permitted in fitness center. Water bottles are permitted.
- No professional (paid) training or fitness classes are permitted without the advance written permission of the property manager and proper licensing and proof of insurance may be requested.
- No smoking is permitted in the fitness center.
- All fitness activities must take place in the fitness center or immediately outside the fitness center in the breezeway. No fitness activities are permitted in the clubhouse unless they are approved by the Board of Directors and property manager in writing and in advance.
- A person who fails or refuses to identify themselves to management, a board member, security or law enforcement shall leave the fitness center immediately.
- The Association is not responsible for loss, damage, or theft of personal items brought to the fitness center.
- No pets. Service animals allowed only with advance registration.
- Any activities not covered by the above should be cleared up by the property manager.

Part VIII: Playground Rules

As is the case with all recreational and/or resident activities within Ibis Cove and usage of any Ibis Cove community facilities, the Association is not responsible for injury to persons or damage to property from use of the playground facilities. Any individual using the playground facilities does so at his or her own risk.

- Playground hours are dawn to dusk.
- All children must be supervised by an adult.
- No children over ten years of age are permitted.
- The playground capacity is 15 people.
- No food, drink, glass, or animals are permitted in the play area.

- Person who fails or refuses to identify themselves to management, a board member, security or law enforcement shall leave the playground area immediately.
- A person who fails or refuses to identify themselves to management, board member, security or law enforcement shall leave the playground immediately.
- No pets. Service animals allowed only with advance registration.
- The Association is not responsible for loss, damage, or theft of personal items brought to the playground area.

Part IX: Ping Pong Table Rules

As is the case with all recreational and/or resident activities within Ibis Cove and usage of any Ibis Cove community facilities, the Association is not responsible for injury to persons or damage to property from use of the ping pong table. Any individual using ping pong table does so at his or her own risk.

- The ping pong table may be used from 8:00 A.M. to 8:00 P.M.
- Players must provide their own paddles and balls.
- The table must be folded and returned to its original location and position when finished.
- The Association is not responsible for any injury sustained or damage to personal items while using the table.

Part X: Clubhouse Rules

- Clubhouse hours are 8:00 A.M. to 10:00 P.M., unless otherwise approved in writing in advance by management.
- Clubhouse facilities are for recreational use by Ibis Cove owners, tenants and guests.
- All persons under 18 must be supervised by an adult while in the clubhouse unless for an association function.
- No smoking is permitted in the clubhouse or in the breezeway lanai. No food service is allowed in the clubhouse unless for an Association function.
- All furnishings and items of property shall be returned to the same location they were in prior to use.
- All activities/functions in the clubhouse with 7 or more guests must be approved in writing in advance and must be cleared with management. Forms are available from the manager.
- Music volume must be reasonable and not disturb neighboring homeowners.
- Garbage must be bagged and taken to the trash can in the parking lot.
- Proper attire is required.
- No pets. Service animals allowed only.
- The card room, billiard room, fitness center, bathrooms, lanai, and pool are available for use by residents.
- The Association shall not be responsible for personal items brought to the clubhouse.

- In the event of any damage to the clubhouse facilities or Association property, the owner shall be liable and responsible for the costs of maintenance, repair or replacement to the clubhouse facilities, including any Association property both real and personal.

Part XI: Grounds, Plantings, and Maintenance

- Owners shall not plant anything in the common or preserve areas. The landscaping throughout the community conforms to a master plan and will be maintained and improved on a uniform basis to present consistent and pleasing appearance that will also allow for proper maintenance. Should plants become unsightly, the Association has the right to remove and/or replace them, the cost of which shall be charged to the owner as an individual assessment and lien against the parcel owner if not paid upon demand.
- Owners wishing to plant flowers/shrubs anywhere on their parcel must submit, in writing, a plan for planting to the property manager. The application will be deferred to the appropriate committee for approval prior to installation. Subject to the appropriate prior committee approval herein, owners may plant flowers/shrubs within the mulch beds around the lanai not to exceed eighteen (18") inches from the cement and must be maintained to not exceed a height of sixty (60") inches. Electrical or solar lighting can be added at the risk and expense of the owner and in accordance with architectural standards and specifications.
- Planting in the area between the tree line around the lake and the lake is prohibited. No healthy trees may be removed without advance written Association permission.
- All plants installed by owners/occupants are their sole responsibility. This includes, but is not limited to trimming, fertilizing, limbs, leaves, etc., and spraying for insects and pests. Trimmings and clippings must be properly bagged and placed curbside on the regular trash pick-up day. No weeds, underbrush or high grass or any other unsightly vegetation shall be permitted to grow or remain upon any parcel. [CCR – 10.27]
- Planting or placing of any objects on the parcel turf or any common area is prohibited.
- Owners leaving for the off-season who have planted annuals must remove said annuals before leaving.
- Shrubs or plants that vine or cling are prohibited.
- Fruit trees/vegetable gardens are prohibited.
- Plants on each side of the garage door must be replaced by the owner if they have died or are dying. Replacement must be with one of the following:
 - Hibiscus
 - Auntie Lou Red Ti,
 - Excellence Croton, or
 - 3-ball Eugenia Topiary.
- The hibiscus tree between the villas must be replaced by the owners if it has died with one of the following:
 - Jatropha
 - Lucky Nut

- Hibiscus
 - Tribuchina
- Upon removal of any plant, it will be replaced as soon as possible. No tree may be removed without the prior written approval of the Association. If a tree is removed by an owner, a replacement must be planted. Any tree that is removed must have the stump ground to at least grade level.
- Per Collier regulations, a hardwood tree is required on each parcel.
- Ibis Cove list for tree replacement:
 - Oak (canopy/hardwood) replacement in front yard: In order to maintain the established streetscape, it is strongly recommended and encouraged that it be replaced with a 45-gallon triple-trunked Christmas Palm or Foxtail Palm. If there is no canopy/hardwood tree in the backyard, a minimum 25-gallon Dahoon Holly must be planted (preferable in the back yard – but will be determined on an individual basis).
 - Oak (canopy/hardwood) replacement in back yard. Must replace with a minimum 25-gallon Dahoon Holly.
Washingtonian Palm replacement in front yard: Must replace with a 45-gallon Christmas Palm, Foxtail Palm, or a minimum double or triple-trunk Phoenix Roebelinii.
 - Washingtonian Palm replacement in back yard: Must replace with a minimum 45-gallon Christmas Palm, Foxtail Palm, or 25-gallon Dahoon Holly.
- A Landscape Change must be submitted and approved before any changes or installations are made.

Part XII: Ibis Cove Policies

Part XII (A): Collections Policy

The following policy is adopted to direct the Ibis Cove Homeowners Association management in how to proceed in collecting maintenance fees and other charges in a timely manner.

- The due date for quarterly assessments is the first day of January, April, July and October. For special assessment fees, the due date will be specified in the special assessment notice.
- A Late Notice reminder is sent automatically if any owner is 30 Days late and owes more than \$1.00.
- On the 11th day of the following month (excluding weekends and holidays), a 30 Day Notice of Late Payment for owners who have a delinquent balance of \$100.00 or more shall be emailed and also mailed to the owner's unit address and any alternate address on record that the Owner has provided to the Association. It is the obligation of the owner to provide written notice to the Association of any alternate address.
- If the owner's dues are not satisfied in full within 30 days after the letter, an attempt to contact the owner is made by the accounting department and documented accordingly.

- If no payment is made, the accounting department will subsequently notify the association property manager to notify the board for further direction.
- If no arrangement has been made with the homeowners to pay the delinquent fees, the board will send the account to the collection attorney and the associations legal counsel will be instructed to proceed with collection of the debt using all lawful means including but not limited to the filing of a lien foreclosure lawsuit. All costs of collections are the responsibility of the homeowner. No debt shall be considered satisfied until all assessments, including future accruing assessments, interest, late fees, attorney's fees and costs are paid in full.
- Management will continue to follow up with the attorney on a regular basis concerning all accounts in collections.
- Management will confidentially report to the Board monthly on all accounts referred to collections. This information may be included as part of the standard monthly financial provided to the Board.
- Should an owner be more than ninety (90) days delinquent in paying a monetary obligation due the Association, the Board may suspend use rights and voting rights of the owner or an owner's tenant, guest or invitee. The Board may provide written notice by certified mail or hand delivery of such suspension to the owner, and if applicable the occupant, licensee, or invitee. [FSS 720.305 (d) (2)].
- For each check from a member that a bank returns for any reason, the member must pay all bank charges assessed against the Association.

Part XII (B) Finance Policy

- Cash – For the safety of staff, no cash will be accepted in the office.
- Maintenance Fees Payments –
 - Owners may pay fees by check and mailed to the Association lockbox address provided. It is strongly recommended to mail payments early to avoid late fees. If mailed, the payment should be accompanied by the coupon provided.
 - Owners may pay fees on the web portal. A one-time payment can be made using a checking account or credit card (convenience fees may apply). Owners can also set up recurring payments to be automatically withdrawn every quarter.
- Payment of Invoices
 - Vendors will be encouraged to submit invoices directly to the payable service.
 - Any invoice received at the office will be scanned and emailed to the payable service on the day it is received by management. A record of invoices mailed but not yet processed through the payable service will be maintained by management.
 - Invoices will first be reviewed and approved by management, making sure that all amounts are accurate, and the invoice is coded to the proper account. The invoice will then be forwarded to two Board members for approval (typically the Board president and treasurer).

- Expenses
 - The property manager shall have the authority to authorize up to five hundred dollars (\$500) per occurrence in order to conduct the business of the Association. The president has the authority to spend up to five thousand dollars (\$5,000) in an emergency without Board approval.

Part XII (C) Tree Removal Policy

- Any tree to be removed must be on the parcel owner's property. If the tree is on the property line the owner of each adjoining parcel must agree to the removal and the type of replacement tree.
- Removal and replacement are at the owner's expense. Parcel owners of adjoining properties should attempt to adopt a "good neighbor policy" regarding cost sharing.
- A parcel owner shall complete a Landscape Change Form and submit it to management for approval prior to any removal or installation. The form shall be filed and submitted to the construction committee who has up to forty-five (45) days to approve or deny the application. If the tree is located on a property line, both adjoining homeowners should sign the form. If the adjoining homeowner refuses or is otherwise unavailable, it will be addressed by the construction committee on a case-by-case basis.
- The parcel owner must replace the tree in compliance with Section XI of the rules and regulations relating to grounds, planting and maintenance.
- Emergency tree cutting or alteration – Extreme weather or other conditions may arise in rare circumstances that require immediate action to deal with trees threatening serious destruction or personal injury. Only in such emergency situations, may an owner cut down or alter the tree without following the normal procedures outlined in this policy. Owners shall make reasonable and best efforts to preserve evidence and create a record that would allow the Association or an arborist to verify that the tree needed to be cut down due to the emergency. If it is determined later that the work was not an emergency, the Association may consider fining the owner in accordance with the compliance and enforcement policy and/or may pursue any other legal remedy available.

Appendix I
Ibis Cove Fees and Charges

Capital Contribution Fee	\$2,500.00
Clubhouse/Poll/Restroom/Fitness Center fob	\$ 50.00
Vehicles Barcodes – First two at no charge. Replacements no charge as long as the old sticker is returned. Barcodes may not be transferred from one vehicle to another.	\$ 20.00
Standard estoppel Fee Certificate – (10 business days) The expedite fee is an additional \$100.00. (3 business days)	\$ 250.00

Appendix II

Hurricane shutter standards

1. GENERAL RULE

The installation of hurricane protection is prohibited, except in strict conformity to plans and specifications submitted to management. No work may commence until the application process is complete, deposits are paid to the Association, if requested, and written approval is received from the Association and management.

2. DEFINITION

“Hurricane shutter” or “hurricane protection” shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the home or any portion of the home so as to be visible from the exterior of the home, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain, wind damage or damage from physical object or projectiles carried by wind.

3. INSTALLATION REQUEST/PROCESS

- A. Any homeowner desiring to install hurricane shutters or impact windows shall apply to the Association in writing. Only hurricane protection equipment meeting the following specifications as indicated herein will be approved.
 - 1. Hurricane Roll Down/Shutter/hurricane Bolt on panels must be white, beige or clear.
 - 2. Impact windows/glass that meets the current Dade/Collier County/ State of Florida Codes.
- B. The request shall be accompanied by the following items regarding the installation process, including documentation for the company performing the installation:
 - 1. A copy of the Occupational License
 - 2. Certificate of General Liability Insurance
 - 3. Certificate of Workman’s Compensation Insurance
 - 4. Certificate of Competency or Contractors License valid in the State of Florida
 - 5. A copy of the shutter blueprint by a licensed engineer and approved by the State of Florida, Collier County Hurricane Guidelines
 - 6. Documentation that provides style, color design, location and material specifications of Hurricane Roll-up shutter/hurricane panels and impact windows/Glass doors. The application must also include a description of the area being shuttered or protected.
- C. Within forty-five (45) days after receipt of the written request and accompanying documentation the Construction Committee shall either approved or disapprove the proposed installation request.

- D. No work may commence on a property until the owner receives the written approval from the construction committee, and the approved permit by Collier County is posted on the door of the unit.
- E. No contractor will be allowed on the property until the proper application process has been met.
- F. Each home must go through the application process. Contractors may not use approval of one (1) home to perform work on another.

4. INSURANCE REQUIREMENTS

No contractor shall perform any work unless the contractor carries public liability insurance including complete operations in the amount no less than one million dollars (\$1,000,000.00) and workman's compensation insurance in an amount no less than five hundred thousand dollars (\$500,000.00). Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law.

5. HOMEOWNERS RESPONSIBILITY

- A. The homeowner is responsible for all costs of installation, maintenance, repairs or replacement and continued first-class upkeep of hurricane protection. The homeowner shall permit the Association to inspect the hurricane protection equipment as necessary to ensure compliance with the Association's specifications.
- B. The homeowner is responsible to ensure that the installing contractor has obtained the current necessary Collier County building permits and for adherence to and compliance with all applicable Collier County codes, along with the State of Florida guidelines.
- C. The homeowner must install and maintain the hurricane shutters/impact windows/hurricane panels referred to herein in a first-class manner. If the unit homeowner fails to maintain notice from the Association, the Association shall have the right to perform or have performed any required maintenance or repair work or installation at the expense of the homeowner. If any hurricane shutter/hurricane panel/impact window must be partially or wholly dismantled or moved in order to allow the Association access to other parts of the home for which the Association is responsible for the cost of such dismantling or removal shall be borne by the homeowner.
- D. The homeowner is responsible for any damage to the common elements or any Association property within the development which is caused as a result of the installation or maintenance, or lack thereof, of the hurricane shutters described herein.

APPENDIX III

Painting standards for residential homes

I. COLOR SELECTION / IDENTIFICATION

- a) Only approved colors and finishes may be used on the exterior of homes in Ibis Cove. The construction committee shall recommend the colors and finishes to be used for the “active” color palettes. The recommendation shall include the color mixing guide for the body, trim, accent colors, garage doors, exterior doors or any other exterior surface of the homes and mailboxes as applicable. The guide may include the color ‘names’ as assigned by the designer but must also include the actual color mixture to create the color as well as the approved finish(es).
- b) The Board of Directors will have the final approval regarding all color choices.

II. PHASES: For the purpose of painting of the homes the Ibis community will be divided into four groups and will be referred to as “Phase I”, “Phase II”, “Phase III”, and “Phase IV”. One phase will be painted every other year. The painting will progress in numeric order of the phases. This schedule should cause the entire community to be painted once over the course of eight years. In the event of an emergency (e.g.: hurricane) or other circumstances beyond the Association’s control, painting of a particular phase may be delayed as necessary. In the event of such delay, the Board of Directors will make every effort to return to the prescribed schedule as quickly as possible without causing undue financial hardship to the Association. The phases are identified as follows using the lot number as specified in the legal description of each parcel:

a) Phase I: (111 lots in total)

- i. Lot 101 through and including lot 126 (26 lots consisting of 13 attached villas)
- ii. Lot 201 through and including lot 220 (20 lots consisting of 10 attached villas)
- iii. Lot 301 through and including lot 314 (14 lots consisting of 14 single family homes)
- iv. Lot 401 through and including lot 415 (16 lots consisting of 1 attached villa and 14 single family homes)
- v. Lot 501 through and including lot 515 (15 lots consisting of 15 family homes)
- vi. Lot 601 through and including lot 620 (20 lots consisting of 20 family homes)

b) Phase II: (104 lots in total)

- i. Lot 127 through and including lot 182 (56 lots consisting of 28 attached villas)
- ii. Lot 221 through and including lot 266 (46 lots consisting of 23 attached villas)
- iii. Lot 677 through and including lot 678 (2 lots consisting of 1 attached villa)
- iv.

- c) Phase III: (99 lots in total)
 - i. Lot 516 through and including lot 560 (44* lots consisting of 24 family homes and 10 attached villas)
 - ii. Lot 621 through and including lot 676 (55* lots consisting of 25 single family homes and 15 attached villas)
- d) Phase IV: (102 lots in total)
 - i. Lot 315 through and including lot 344 (29* lots consisting of 9 single family homes and 10 attached villas)
 - ii. Lot 416 through and including lot 446 (31 lots consisting of 9 single family homes and 11 attached villas)
 - iii. Lot 701 through and including lot 714 (14 lots consisting of 7 attached villas)
 - iv. Lot 801 through and including lot 814 (14 lots consisting of 7 attached villas)
 - v. Lot 901 through and including lot 914 (14 lots consisting of 7 attached villas)

III. CLASSIFICATIONS OF COLORS / DEFINITIONS

- a) There will be three classifications of color when referring to colors that are being used or have been used at Ibis Cove
 - i. Active Color – A specific color that has been selected in accordance with Section I of these rules is on at least one of the active palettes and is being used in the current painting phase.
 - ii. Suspended Color – A specific color that is no longer in any of the active palettes, but is still in use in one or more homes. A suspended color cannot be used as a new color, but a home that already has this color may continue to keep the color until a new active color is chosen by the owner. [See Section IV(e) and V(e) of this appendix]
 - iii. Deleted Color – A color that was used at one time but is no longer used and there are no homes that have that color. A deleted color can become an active color according to Section I of this appendix.
- b) A “palette” as used in this rule means a group of colors used together as the main color, trim color, and accent color, including for garage doors, exterior doors and any exterior surface of the home or mailbox (if applicable).

IV. SINGLE FAMILY HOMES:

- a) There will be four active palettes (referred hereafter as “A”, “B”, “C”, and “D”) in use for the single family homes. (The colors in these palettes may vary or may not be identical to any of the colors in any of the palettes used for the attached villas)
- b) All exterior walls of a given structure will be painted the same color.
- c) Homes will be painted sequentially in numeric order with respect to the even/odd side of the street (the “cycle”). The palette of the home will be rotated sequentially according to the address (i.e.: the first home will be painted palette “A”, the next on the same side of the street will be painted palette “B”, the next

on the same side of the street will be painted palette “C”, the next on the same side of the street will be painted palette “D”. The cycle will then start again with Palette “A”).

- d) An exception to item (c) can occur if the Board, construction committee, and painting contractor agree that it would be best to reset the cycle so that houses of the same palette are not directly across the street from each other. This will cause a break or reset of the “A, B, C, D” cycle.
- e) A homeowner of a single family home has the option of keeping the current palette of the home regardless of whether it is the active palette (i.e: Homeowner has two choices – 1) repaint with the active palette for their home based upon the previously defined cycle, or 2) repaint with the palette currently on the home)
- f) If a homeowner chooses to keep their current palette, the painting cycle shall continue as though there was no interruption (i.e.: If an owner’s home that would be painted palette “B” decides that he/she wants to keep their current palette, the next home in line will still be painted palette “C”).
- g) The homeowner must provide access to the outside spigot to allow the painting contractor to power wash the home prior to painting and shall remove any items, decorations, movable furnishings, fixtures, potted plants or otherwise from the lanai, porches or exterior of the home, as requested by the Association and/or the painting contractor. The Association will be held harmless and indemnified from any damage to the personal property of the homeowner due to his or her failure to remove said items.
- h) As stated above, any homeowner who fails to remove or make arrangements for removal of all removable decorations, planters, furniture, equipment, etc. to provide access to the area(s) to be painted shall be solely responsible for any damage to said items and shall further be liable for any additional fees charged by the painting contractor to return to Ibis Cove to complete the painting on his or her parcel.

V. ATTACHED VILLAS:

- a) There will be three active palettes (referred hereafter as “E”, “F”, and “G”) in use for the attached villas (The color and finishes in these palettes may or may not be identical to any of the colors and finishes in any of the palettes used for the single family homes).
- b) All exterior walls of a given structure will be painted the same color and finish.
- c) Villas will be painted sequentially in numeric order with respect to the even/odd side of the street (the “cycle”). The palette of the home will be rotated sequentially according to the address (i.e.: the first villa will be painted palette “E”, the next on the same side of the street will be painted palette “F”, the next on the same side of the street will be painted palette “G”. The cycle will then start again with palette “E”).
- d) An exception to item, (c) can occur if the Board, construction committee, and painting contractor agree that it would be best to reset the cycle so that houses of

the same palette are not directly across the street from each other. This will cause a break or reset of the “E, F, G” cycle.

- e) The homeowner must provide access to the outside spigot to allow the painting contractor to power wash the home prior to painting and shall remove any items, decorations, movable furnishings, fixtures, potted plants or otherwise from the lanai, porches or exterior of the home, as requested by the Association and/or the painting contractor. The Association will be held harmless and indemnified from any damage to the personal property of the homeowner due to his or her failure to remove said items.
- f) As stated above, any homeowner who fails to remove or make arrangements for removal of all removable decorations, planters, furniture, equipment, etc. to provide access to the area(s) to be painted shall be solely responsible for any damage to said items and shall further be liable for any additional fees charged by the painting contractor to return to Ibis Cove to complete the painting on his or her parcel.