

**RULES & REGULATIONS FOR
KONA KOVE HOMEOWNERS ASSOCIATION, INC.**

Welcome to Kona Kove. You probably already know that Kona Kove is a “Deed Restricted” community. Whether you have lived in a community that is governed by these restrictions or not, it is important to familiarize yourselves with the rules and regulations for this particular community. If you have not done so already, it is a good idea to get a complete set of the association’s documents. A small portion of the documents is copied below to give you a general understanding of the rules and regulations. If you are in doubt whether a certain activity is allowed in the community, please do not hesitate to call the management company.

GENERAL COVENANTS AND RESTRICTIONS

1. **Quiet Enjoyment:** Members shall not suffer, permit, or maintain in or on their residential unit’s conditions or activities which interfere with peaceful and quiet occupancy by the owners of their residential units.

2. **Trash:** Garbage containers recycle bins, lawn trimmings and trash stored for pick-up shall comply with Collier County Ordinance 9147. Containers must be set out after 6:00 P.M. the day before pick-up and removed the same day of pick-up. Garbage containers recycle bins and yard waste containers when no placed for collection shall be screened from view from the road.

3. **Architectural and Aesthetic Control:** No building, structure or other improvement, including a swimming pool, shall be erected or altered on any lot, nor shall any grading, excavation, landscaping, or other work which in any way alters the exterior appearance, or color of any structure or lot be performed without the prior written approval of the Board of Directors of the Association. The Board, in its discretion, may delegate its approval powers under this Section to an Architectural Review Committee composed of at least three lot owners, appointed by the Board. In obtaining said approval, the Owner or the Owner’s agent, shall comply with all applicable requirements and procedures of the governing documents. Refusal of approval of plans and specifications may be based on any reason, including purely aesthetic reasons. Such plans and specifications shall be deemed approved by failure of the Board or its designated committee to approve or disapprove them within thirty days after they and any additional information reasonably requested by the Board or committee have been submitted for review.

4. **Residential Use:** No lot or Living Unit shall be used for other than a single family residence. No building other than one single family residence and not over one story high, be erected, altered, placed or permitted to remain on any lot. For purposes of this Section, the term “building” shall mean a structure designed for human habitation or

shelter or any structure designed for trade, manufacture, religion, business, education or the like.

5. **Nuisance:** No noxious or offensive activity or excessively loud noises shall be carried on upon any lot or in any Living Unit, nor shall any Owner permit or condone any activity on his lot that is or may reasonably become a source of annoyance or nuisance to other residents.
6. **Shared Access Driveway:** Each Lot Owner shall not impede or interfere with an adjacent owner's access to the shared driveway that connects all five (5) lots of Kona Kove. Each Lot Owner is responsible for keeping the shared access driveway clear of all vehicles, equipment and debris.
7. **Temporary Structures:** No temporary structure, including trailer, recreational vehicle, tent or shack shall be used on any lot at any time as a residence or for sleeping accommodations, either temporarily or permanently.
8. **Signs:** No sign, advertisement or poster (including "For Sale" or "For Rent" signs) or banners, shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the properties, except that an "Open House" sign may be displayed, but only during the actual hours of the Open House and only when the selling agent or Owner is present. Each Unit must have four inch numbers on the front visible from the street.
9. **Appearance; Refuse Disposal:** Each Owner shall keep his lot clear of trash debris and shall reasonably maintain his living Unit. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall no be kept except in sanitary containers or plastic bags within the Living Units or out of public view, except that such containers or bags may be placed near the street the night before of the day of the scheduled refuse removal service. Such containers must be returned to their storage area on the day of the service, following said service. No garbage incinerators or burning of trash shall be permitted.
10. **Windows:** The addition of storm shutters, awnings and other exterior window covering shall be subject to the prior written approval of the Board of Directors.
11. **Exterior Color:** No Living Unit or driveway shall be changed in exterior color without the prior written approval of the Board of Directors. A listing of acceptable colors is maintained by the Management Company. However, if repainting with the same color is planned, no prior approval by the Board is required. Driveways shall not be resurfaced without prior written approval of the Board of Directors.
12. **Fences:** No fence, wall, hedge or similar structure shall be erected on any Lot, except as originally installed by the Developer or as approved in advance in writing by the Board of Directors. Any such fence, wall, hedge or other similar structure shall at no time exceed five (5) feet in height. Fences located around pool pumping and filtration systems shall be permitted without prior approval of the Board of Directors.

13. **Landscaping:** No landscaping that causes a substantial change in the Lot's appearance shall be added, cut down, destroyed or removed without prior written approval of the Board of Directors. No weeds, underbrush or unsightly growth shall be permitted to grow or remain on the Lot. No artificial grass, plants, stones or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit, without prior written approval by the Board of Directors. Stones along foundation plantings shall be permitted. Each lot owner shall be responsible for of their own lawn and landscaping maintenance.
14. **Outside Lighting:** No high intensity lighting which significantly illuminates any adjacent Living Unit shall be placed or utilized upon any Lot without the prior written approval of the Board. Other types of low intensity lighting which do no unreasonably disturb the Owners or other occupants of the Properties shall be allowed.
15. **Mailboxes:** All mailboxes shall be in the basic shape of a rectangular box with a sloped roof in conformity with such other mailboxes within the Kona Kove Project. They shall be made of metal or wood, mounted on a wooden post painted brown or black, and located within two (2) feet of the paved roadway.
16. **Roofs:** All roofs of Living Units shall be of asphalt or fiberglass shingles only unless another material receives proper written approval of the Board of Directors.
17. **Post Lanterns:** Post lanterns shall be a standard single pole, single fixture type. The Owner is responsible for the maintenance, repair and replacement of any electricity for the post lantern located on his Lot.
18. **Commercial Activities:** Each Living Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Lot or Living Unit. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a professional library, from keeping his business or professional records in his Living Unit, or from handling his business or professional telephone calls or written correspondence in and from his Living Unit.
19. **Pets:** The Owner of each Living Unit may keep normal domesticated household type pets (such as cats or dogs) in the Living Unit, provided that no pet may be kept, bred or maintained for any commercial purpose. Any pet must be under direct and immediate voice control, carried under the Owner's arm or leashed at all times while outside of the Living Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. No poultry or livestock may be kept on the Properties.
20. **Parking and Storage of Vehicles:** Owners and occupants of Living Units may not park, store or keep any truck over one ton rating, commercial truck, boat, trailer, truck camper, recreation vehicle, motorcycle, mobile home, bus, or tractor, on the Properties overnight unless kept in a garage. Owners may not park, store or keep any motor vehicle

whatsoever on lawn areas or on the shared access road. Any vehicles that are wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, is not permitted except within garages. Vehicles with any commercial signs, including non-profit organizations, will not be parked in driveways overnight unless a magnetic cover is provided by the owner that prevents the sign from being seen.

21. **Leasing of Residential Units:** All Lease agreements must be in writing and must be approved by the Board of Directors. An application for Lease along with a copy of the proposed written lease agreement must be submitted to the Board twenty (20) days prior to the start of the Lease. The minimum rental period is one (1) month and the maximum rental period is one (1) year. All lease renewals must be approved by the Board at least fifteen (15) days prior to the beginning of the new lease term. The Board reserves the right to refuse a Lease agreement if in good faith it believes the proposed tenant(s) will not occupy the unit for the purpose and use permitted by the Covenants, Conditions, Restrictions, and Bylaws of the Kona Kove Homeowner's Association, as well as the Rules and Regulations promulgated by its Board of Directors.
22. **Satellite Dishes, Television and Other Outdoor Antennae:** No outdoor satellite dishes, television, radio or other antenna or antenna system may be erected or installed on a lot or Living Unit without prior written approval of the Board of Directors.
23. **Garage Sales:** No more than two garage sales per calendar year shall be held on any lot. Signs may be placed in the neighborhood the morning of the sale and completely removed before sundown the same day. A county license must be obtained prior to each sale.
24. **Drainage:** No changes in the elevations of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.
25. **Setback Restrictions:** No building or other structure, except pool enclosures, shall be erected on any lot so that its foundation is nearer to the side lot line than seven and one-half feet or nearer to the front and rear lot lines than twenty-five feet. No pool or its enclosure shall be erected on any lot so that its foundation is nearer to the side lot line than seven and one half feet or nearer to the front lot than twenty five feet or rear lot line than ten feet.
26. **Clotheslines:** No clotheslines or drying yards shall be permitted outside the Living Unit.
27. **Irrigation:** Each lot within Kona Kove shall have underground central sprinkler system for all landscaped areas, with the exception of small patios and the like. Each lot within Kona Kove shall connect to the central irrigation water system and shall be responsible for paying the requisite fees and charges in connection with the provision of irrigation water. Watering lawns at times other than currently permitted is prohibited.
28. **Garages:** Each unit shall have an enclosed garage. Garage doors must remain closed unless work in the garage is being done, yard work etc. The door may not remain open for an extended period of time.

29. **Yard Accessories:** Such as large cement or stone waterfalls, statues, birdbaths, above ground pools, must have prior approval in writing from the Board of Directors.
30. **Completion of Construction Remedy:** Whenever the construction of any building has commenced, work thereon must be pursued diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous three-month period then the Board shall have the right to notify the owner of record of the premises of its intentions to act under this subparagraph and to invade the premises and take such steps as may be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Board, and may include but not be limited to aesthetic grounds. The owner of the subject property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on said property, which lien may be foreclosed in the manner provided for foreclosure of mechanics lien in the State of Florida.
31. **Improvements to Lot Not Requiring Board of Directors Approval:** Despite the provisions above, the following items may be placed or installed on lots or Living Units without Prior approval of the Board of Directors.
- a. Swing set, provided it is located in the rear yard
 - b. Jungle gym, provided it is located in the rear yard
 - c. Solar heating panels on the roof of the Living Unit
 - d. Ridge vents
 - e. Ventilation turbines
 - f. Flag pole less than 12 feet in height
 - g. Garage door replacement

**KONA KOVE HOMEOWNERS ASSOCIATION, INC.
KONA KOVE RULES AND REGULATIONS AFFIRMATION**

The undersigned have received and read a copy of the Kona Kove Rules and Regulations and agree to abide by them.

Signature of Lessee or Purchaser

Date

Print Name of Lessee or Purchaser

Signature of Lessee or Purchaser

Date

Print Name of Lessee or Purchaser

PLEASE NOTE THAT THE PURCHASE OR LEASE APPLICATION CANNOT BE APPROVED UNLESS ACCOMPANIED BY THIS SIGNED PAGE.