

Quail Hollow Property Owners Association, Inc.

Rules & Regulations

Landscaping Residence Maintenance

The maintenance of the common areas shall be the responsibility of the Association. The maintenance/upkeep and repair of each lot and residence is the responsibility of its owner. The owner shall keep the appearance of the residence, driveway/walkways and landscaping in a neat and clean condition at all times.

This shall include but is not limited to:

1. Lawns mowed and trimmed regularly.
2. Trees and hedges trimmed of dead branches, or any branches that create a safety hazard or infringe on another's property.
3. Weeds controlled in a manner that front landscaping area is either lawn or landscaping material such as rock, or flowerbeds, not weeds.
4. Residence will be maintained in good repair of all structure to include but not limited to the residence itself and any structure attached to residence or on lot (such as screen enclosure, garage doors, gutters, etc.). This will also include the upkeep of exterior paint with any exterior paint job to be completed within thirty (30) days of start.

If for any reason an owner permits his residence, landscaping, or any portion of their lot to become unsightly, the owner shall receive written notice of the infraction and the steps necessary to correct it. If after written notice and allotted time the owner does not comply, the Association may take appropriate action to place the lot in neat condition, and in such event shall charge the owner for the cost of the work. Such charges, until paid, will be a lien against the lot.

Signs

An owner shall place no sign or advertising matter on or adjacent to a Lot. Except one sign of not more than two square foot in area, containing the name and/or address and phone number of the Owner, and if desired the words "For Sale", or of that of a Real Estate Agent, listing the Agency name, Realtor name and phone number and the words "For Sale".

Mail Boxes

Single-family residences shall only include an Association approved mail box.

Motor Vehicles and Boats

In keeping with and in addition to Collier County parking regulations, owners shall not park or permit to be parked, either on a lot or within the street right-of-way within the Subdivision:

1. Any vehicle used for commercial purposes.
2. Any vehicle containing exterior advertising matter.
3. Any swamp buggy, stock car, or other vehicle not normally used for highway travel.
4. Any boat or trailer.
5. Any vehicle having more than six (6) wheels as long as described as a pick-up truck (dually); or
6. Any vehicle described as being more than $\frac{3}{4}$ ton.

Except when such vehicle, boat or trailer is parked or stored within an enclosed garage or wherein it is not visible from street or adjoining Lot.

Vehicles, in operating condition, owned by a resident, and not otherwise required to be garaged by the Article, may be parked on the paved driveway of a residence.

All other parking at individual residences, on Lots, or adjoining rights-of-way, other than in the enclosed garage shall be limited to:

1. Vehicles of persons performing services for a lot in the Subdivision;
2. Authorized service vehicles; and
3. Vehicles owned by guests of residence. Said vehicles shall not remain parked at all individual residence for more than 30 consecutive days or on Lots or adjoining rights-of-way for more than 48 consecutive hours.

Animals

In keeping with and in addition to Collier County ordinances, no animals of any kind other than the customary household pet variety (dogs, cats, birds, fish, etc.) shall be kept on the lot. No animal may be kept, bred or maintained for any commercial purposes.

Outside Antenna

No television or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is granted in writing by the association. No such antenna will be approved once television cable is available to the Lot.

Outside Storage

No outside storage or out-building of any kind will be permitted. No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Fences

Fences and other structural screens must be visually attractive, in keeping with the architectural character of the residential cluster in which they are to be located, and must be approved by the association.

Trash and Garbage

Garbage containers shall either be stored within the dwelling structure, outside along the garage side of the house, or in a screened enclosure approved by the Association. Garbage containers, lawn trimmings and trash properly stored for pickup shall comply with the garbage and trash collection service rule. With the exception of the garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted. All horticultural trimmings shall either be removed from the Lot on the day they are accumulated or stored for removal in the appropriate manner. If garbage and trash are not picked up by the appropriate collection service, it is the Owner's responsibility to properly remove the garbage, trash or lawn trimmings.

Driveways

Driveways and off street parking areas shall be paved. Driveways shall remain uncluttered and free of toys, tools (except when in use) and debris.

Garage Doors

Operable doors shall be provided for all garages. Garage doors shall be closed except when in use.

Clothes Drying

Clothes lines or drying yards shall be so located as not to be visible from the street or adjoining properties.

Transfer of lots/residences (sale or lease/rental of)

No owner may dispose of a lot or residence by either sale or lease without written approval of the Board of Quail Hollow Homeowners' Association. The purpose of this approval is not to discriminate in any way, pursuant to federal laws no disapproval may be based on race, color, religion, sex, handicap, age or national origin) to insure that any and all owners or renters receive a copy of the Quail Hollow Protective Covenants/Deed Restrictions. All prospective owners and renters will be required to sign a statement saying they have read and agree to abide by the covenants.

The procedure is as follows:

1. Owners will submit a completed application form to the Board at least fifteen (15) days prior to 1st date of occupancy or closing on the property. (Application may be obtained from the Board.)
2. Lessee or Buyer will receive a copy of covenants, and sign statement as above.
3. The Board has one (1) week from the day it received application to approve or disapprove in writing. Failure to do so is the same as approval.
4. The Board may reject applications for good cause, such as but not limited to:
 - a. Owner is delinquent in payment of assessments.
 - b. Application is not complete.
 - c. Lessee / buyer refused to sign statement agreeing to abide by all association rules and regulations.

Failure to comply with this policy can be treated as a nullity of any lease or sales contract.

Lot Grade

The grade of any Lot, or portion thereof, may not be altered without the written consent of the Association, and the Association will have the right to withhold such consent if the proposed change of grade would be visually objectionable or would adversely affect drainage patterns.

Vegetation

Any trees, shrubs or specimen vegetation shall not be removed without the written consent of the Association.

Lot Usage

All Lots within the Subdivision may only be used for single family residential purposes, which may include single family houses used as models from time to time. No building or structure of any kind shall be constructed or altered in exterior appearance, placed on the premises, or used, until the plans therefore, including the exterior color scheme, drive and other paved area plans, landscape and landscape irrigation plans, including lot grades, have been submitted to and approved in writing by the Association, and the Association reserves the right to reject plans for any reason, including aesthetic reasons. Each single-family residence shall have a minimum of 1000 square feet of living area, exclusive of garages and open or screened porches, and shall incorporate an enclosed automobile garage for a minimum of two automobiles, which is structurally integrated with the residence. If the size of any Lot is such that a house of the above-described size will not fit on such Lot, then in that case the Association may permit a house of a smaller size, such smaller size to be within the discretion of the Association. No built-up roofs or metal roofs are permitted on residences or garages. All roofs shall be cement tile, cedar shingle, or asphalt 215 or equal, and all roofing material must be approved prior to installation. All roofs must have a roof pitch of not less than 5/12, that is, 5 inches of vertical height for every 12 inches of horizontal distance from the outer edge of the roof to the centerline or peak.

Construction Completion

When the physical construction of any building is started, such construction shall be prosecuted diligently and completed within a reasonable time. If for any reason, a building is not completed within 270 days from the issuance of the county building permit, or if landscaping and the landscape irrigation system are not completed within 60 days after completion of the principal building, then the Association may, after notifying the Owner of record of the premises of its intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the Association, any may serve aesthetic, nuisance abatement, or other reasonable purposes. The Owner shall be liable for all costs incurred in

such action and the total costs thereof will be a lien on the property, which lien may be foreclosed in the manner provided by law.

Enforcement of Bylaws

1. Interpretation of the bylaws/covenants will be made by the Association Board of Directors. The elected Board's interpretation shall stand unless legally proven unreasonable.
2. If the owner of a residence and/or lot fails to maintain it as required in this declaration or otherwise shows disregard for the rules and regulations of the Homeowners' Association, the following shall occur:
 - a. Owner will receive a written warning stating the nature of the infraction and be given fourteen (14) days for landscaping infractions and thirty (30) days for all other infractions to be rectified.
 - b. If infraction is not rectified to a level of compliance with Association bylaws within the stated amount of time the owner shall be fined \$100.00, with an additional \$5.00 per day added for each day between 30 and 60 days that infraction is not corrected.
 - c. After sixty (60) days the Association may take appropriate action to rectify the infraction, with any costs to do so being charged to the owner in addition to the above fine. Such unpaid charge shall become a lien against the lot/residence.