

Southport on the Bay

Rules and Regulations

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**ARB: Architectural Review Board**

One:

Memorandum of Understanding and Agreement

Ref: Restated Declaration of Covenants, Conditions and restrictions of Southport on the Bay

1. I have read and understand the provisions of the documents referenced above and having reviewed them, I agree to abide by them during my tenure as a property owner in Southport on the Bay.
2. I acknowledge that any failure to comply with the terms' conditions, and requirements contained in the above referenced document could subject me to the enforcement provisions of Article VII. Section 6 of the Declaration of Covenants
3. As the owner of the property under construction I recognize my responsibility for the actions of my chosen General Contractor.

Signed \_\_\_\_\_  
Dated \_\_\_\_\_

First endorsement

From: Southport on the Bay ARB

To:

1. Design and drawings are approved for construction
2. Design and drawings are rejected for the following reasons.

\_\_\_\_\_  
Chairman for the ARB

\_\_\_\_\_  
Date

Southport on the Bay  
Rules and Regulations for New Construction sites

Lot # \_\_\_\_\_ Property Address \_\_\_\_\_

Current Address \_\_\_\_\_

Owner \_\_\_\_\_ Phone # \_\_\_\_\_

General Contractor/Builder \_\_\_\_\_ Phone # \_\_\_\_\_

Contractor Address \_\_\_\_\_

**I. Background and Acknowledgement**

In the development's earlier stages there were few homes in the vicinity of construction sites. Noise, site appearance related issues were likely to offend. However, Southport home sites are 80% + occupied, with the percentage increasing monthly. Therefore, construction sites are frequently surrounded by occupied, with the percentage increasing monthly. Therefore, construction sites are frequently surrounded by occupied home whose owners may be inconvenienced or adversely affected. Owner complaints have risen commensurately, resulting in the necessity for issuance of, and adherence to, standardized rules similar to those in effect at other premium communities.

We understand that the following rules and regulations pertain to the conduct of all personnel associated with any and all construction activity, and that **it is the responsibility of the General Contractor/builder and the owner to see that these provisions are enforced.**

**II. Authority**

Articles II, VII and VIII of the Restated Declaration of Covenants, Conditions and Restriction and Section 4(four) of the Restated Bylaws of Southport on the Bat provide the Southport Board of Directors and the Architectural Review Board (ARB) broad latitude in establishing rules and regulations and levying fines and other penalties.

**III. Completion of Construction**

Construction, once commenced, shall proceed in a timely fashion without interruption. All construction shall be completed and a Certificate of Occupancy issued no later than **18 months** after the issuance of the building permit unless written consent for an extension has been granted by the ARB in advance of the expiration date.

The penalty for violation of this provision is an immediate fine of \$5,000.00 plus \$250.00 dollars for each day the violation continues and any and all other remedies recited in the Southport Documents.

**IV. Construction working Hours and Days**

1. Hours during which contractors are permitted on site include: Monday thru Saturday 7:00 a.m. to 6:00 p.m.
2. Contractors are permitted on site Christmas Eve and New Years Eve from 7:00 a.m. to 1:00 p.m.

3. Contractors are not permitted on Sundays, New Years, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas and all days prohibited by Collier County ordinance.
4. Hours strictly enforced
5. The only exception to working day/hour rules is a bona fide emergency of hurricane forecast that requires tie-down precautions or hurricane clean-up.

#### V. General Rules

1. Speed Limit is 15 miles per hour in all areas at all times.
2. No soliciting at any time.
3. No alcohol or firearms at any time.
4. No pets or loud radios permitted.
5. Profanity will not be tolerated.

#### VI. Admittance and Security

1. During construction an entry code number will be assigned for the use of your and your subcontractors. When a certificate of occupancy is issued the code will be canceled and a permanent entry code will be assigned to the owner.
2. Workers should proceed directly to the job site and are not to roam the property.
3. No persons may come or remain on the site except during scheduled working hours.
4. Harassment of residents and visitors is strictly prohibited.
5. Food vendors serving construction sites will not be admitted to the property.

#### VII. Job Site Rules

##### A.

##### Parking

1. During working hours, vehicles should be parked on the job site whenever possible.
2. Vehicles parked in the street in a manner that hinders traffic may be towed at the owner's expense.
3. Parking on other lots is prohibited except with the express approval of the lot owner (s) in writing, a copy must be filed with the ARB and R&P Property Management Company.

##### B.

##### Site Appearance

2. Construction sites must be kept clear of litter and trash at all times.
2. Construction materials shall be stacked and stored in an orderly fashion.
3. A dedicated dumpster must be placed on site and not overflow its contents.
4. Roadways adjacent to job sites should be cleared of dirt and debris at the end of each day.
5. No dumping of debris on other lot or preserve areas.
6. Job trailers must be garaged if left on the site overnight.

##### C.

##### Signage

2. The signage permitted on site is limited to: a) The County prescribed "document box" for permits and plans and, b) one sign of the General Contractor/Builder.
2. Except as recited above, no other signs shall be permitted and will be removed promptly.

##### D.

##### Hurricane Preparation

2. All persons associated with the site, including the owner, shall adhere to all federal, state and local ordinances, laws and procedures governing hurricane protection and warning.
2. Upon issuance of a hurricane watch or warning, all reasonable and necessary measures shall be taken to secure and protect the construction in progress and surrounding residences.
3. The ARB reserves the right to take additional precautions and protection measures and any and all expenses shall be charged against the security deposit.

E.

Miscellaneous

- 2. The job site must have a portable toilet on the premise with the door NOT facing the road.
- 2. A construction safety fence shall be put in place at the rear and each side of the construction site. It shall be red or orange plastic basket weave material (or equivalent) and supported by fence post placed at regular intervals and firmly anchored to the ground. The fence must be maintained and remain in place until completion of construction. This is to protect lakes and tidal waters from run off.
- 3. Damage to streets, catch basins, or any other association property shall be repaired at the expense of the general contractor/builder and or owner.
- 4. Water and/or electricity shall not be drawn from adjacent properties without the express permission of the property owners.

**VIII. Construction Deposit**

- 1. Prior to commencement of construction general contractor/builder or owner is required to post a \$5,000.00 construction deposit for the site to cover fines and or damage to association or private property.
- 2. Any fines and damage repair will be deducted from the construction deposit as incurred.
- 3. An accounting for expenses charged against the construction deposit will be available for review.
- 4. If the construction deposit is reduced to \$1,500.00 before issuance of a Certificate of Occupancy, it shall be replenished in it's entirety before any work can continue.
- 5. The construction deposit or its remainder, will be refunded, within 30 days after issuance of a Certificate Occupancy, provided there are no outstanding bills or charges.
- 6. **Any and all charges in excess of the construction deposit shall be the responsibility of the lot owner. The Board of Directors shall have all rights, including the right to cause a lien to be placed against the property for any monies due.**

**IX. Enforce and Penalties**

- 1. Any member of either the ARB (Architectural Review Board) or the Southport Board Directors may enforce these Rules and Regulations.
- 2. Any person or company violating these rules is subject to denial of admission to the property.
- 3. The fine for violation of any rule (with the exception of Completion of Construction Rule) shall be \$250.00 per occurrence, and for each additional day the rule is broken.
- 4. In addition to fines, the Board of Directors shall have the right to pursue any and all remedies provided in the Southport Documents.

**These Rules and Regulations may be amended from time to time and upon notice to any interested parties, shall be applicable and binding as amended.**

For questions or clarification contact the Chairperson of the ARB \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Owner

\_\_\_\_\_  
General Contractor/Builder

Construction Deposit Receipt

The receipt of the construction deposit is acknowledged

Dated \_\_\_\_\_

By \_\_\_\_\_

Southport on the Bay  
Rules and Regulations for Remodeling Projects

Lot # \_\_\_\_\_ Property Address \_\_\_\_\_

Current Address \_\_\_\_\_

Owner \_\_\_\_\_ Phone # \_\_\_\_\_

General Contractor/Builder \_\_\_\_\_ Phone # \_\_\_\_\_

Contractor Address \_\_\_\_\_

**I. Background and Acknowledgement**

In the development's earlier stage homes were built smaller and of a different style than those constructed today. With that thought in mind we have had several cases where extensive remodeling has occurred that requires control and monitoring to insure ARB rules and Association rules are followed. Therefore the Board of Directors acting on council from the ARB committee has passed the following rules and regulations to control remodeling of any nature that requires **a county building permit**. Painting, power washing and window cleaning are excluded.

We understand that the following rules and regulations pertain to the conduct of all personnel associated with any and all construction activity, and that **it is the responsibility of the General Contractor/builder and the owner to see that these provisions are enforced.**

**II. Authority**

Articles II, VII and VIII of the Restated Declaration of Covenants, Conditions and Restriction and Section 4(four) of the Restated Bylaws of Southport on the Bat provide the Southport Board of Directors and the Architectural Review Board (ARB) broad latitude in establishing rules and regulations and levying fines and other penalties.

### **III. Completion of Construction**

Construction, once commenced, shall proceed in a timely fashion without interruption. All construction shall be completed and a Certificate of Occupancy issued no later than **6 months** after the issuance of the building permit unless written consent for an extension has been granted by the ARB in advance of the expiration date.

The penalty for violation of this provision is an immediate fine of \$2,500.00 plus \$250.00 dollars for each day the violation continues and any and all other remedies recited in the Southport Documents.

### **IV. Construction working Hours and Days**

1. Hours during which contractors are permitted on site include: Monday thru Saturday 7:00 a.m. to 6:00 p.m.
2. Contractors are permitted on site Christmas Eve and New Years Eve from 7:00 a.m. to 1:00 p.m.
3. Contractors are not permitted on Sundays, New Years, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas and all days prohibited by Collier County ordinance.
4. Hours strictly enforced
5. The only exception to working day/hour rules is a bona fide emergency of hurricane forecast that requires tie-down precautions or hurricane clean-up.

### **V. General Rules**

1. Speed Limit is 15 miles per hour in all areas at all times.
2. No soliciting at any time.
3. No alcohol or firearms at any time.
4. No pets or loud radios permitted.
5. Profanity will not be tolerated.

### **VI. Admittance and Security**

1. During construction an entry code number will be assigned for the use of your and your subcontractors. When a certificate of occupancy is issued the code will be canceled and a permanent entry code will be assigned to the owner.
2. Workers should proceed directly to the job site and are not to roam the property.
3. No persons may come or remain on the site except during scheduled working hours.
4. Harassment of residents and visitors is strictly prohibited.
5. Food vendors serving construction sites will not be admitted to the property.

### **VII. Job Site Rules**

#### **F. Parking**

1. During working hours, vehicles should be parked on the job site whenever possible.
2. Vehicles parked in the street in a manner that hinders traffic may be towed at the owner's expense.
3. Parking on other lots is prohibited except with the express approval of the lot owner(s) in writing, a copy must be filed with the ARB and R&P Property Management.

#### **G. Site Appearance**

2. Construction sites must be kept clear of litter and trash at all times.
2. Construction materials shall be stacked and stored in an orderly fashion.

3. A dedicated dumpster must be placed on site and not overflow its contents.
4. Roadways adjacent to job sites should be cleared of dirt and debris at the end of each day.
5. No dumping of debris on other lot or preserve areas.
6. Job trailers must be garaged if left on the site overnight.

**H. Signage**

2. The signage permitted on site is limited to: a) The County prescribed “document box” for permits and plans and, b) one sign of the General Contractor/Builder.
2. Except as recited above, no other signs shall be permitted and will be removed promptly.

**I. Hurricane Preparation**

2. All persons associated with the site, including the owner, shall adhere to all federal, state and local ordinances, laws and procedures governing hurricane protection and warning.
2. Upon issuance of a hurricane watch or warning, all reasonable and necessary measures shall be taken to secure and protect the construction in progress and surrounding residences.
3. The ARB reserves the right to take additional precautions and protection measures and any and all expenses shall be charged against the security deposit.

**J. Miscellaneous**

2. The job site must have a portable toilet on the premise with the door NOT facing the road.
2. A construction safety fence shall be put in place at the rear and each side of the construction site. It shall be red or orange plastic basket weave material (or equivalent) and supported by fence post placed at regular intervals and firmly anchored to the ground. The fence must be maintained and remain in place until completion of construction. This is to protect lakes and tidal waters from run off.
3. Damage to streets, catch basins, or any other association property shall be repaired at the expense of the general contractor/builder and or owner.
4. Water and/or electricity shall not be drawn from adjacent properties without the express permission of the property owners.

**VIII. Construction Deposit**

1. Prior to commencement of construction general contractor/builder or owner is required to post a \$2,500.00 construction deposit for the site to cover fines and or damage to association or private property.
2. Any fines and damage repair will be deducted from the construction deposit as incurred.
3. An accounting for expenses charged against the construction deposit will be available for review.
4. If the construction deposit is reduced to \$500.00 before issuance of a Certificate of Occupancy, it shall be replenished in it’s entirely before any work can continue.
5. The construction deposit or its remainder, will be refunded, within 14 days after issuance of a Certificate Occupancy, provided there are no outstanding bills or charges.
6. **Any and all charges in excess of the construction deposit shall be the responsibility of the lot owner. The Board of Directors shall have all rights, including the right to cause a lien to be placed against the property for any monies due.**

**IX. Enforce and Penalties**

1. Any member of either the ARB (Architectural Review Board) or the Southport Board Directors may enforce these Rules and Regulations.
2. Any person or company violating these rules is subject to denial of admission to the property.
3. The fine for violation of any rule (with the exception of Completion of Construction Rule) shall be \$250.00 per occurrence, and for each additional day the rule is broken.
4. In addition to fines, the Board of Directors shall have the right to pursue any and all remedies provided in the Southport Documents.

**These Rules and Regulations may be amended from time to time and upon notice to any interested parties, shall be applicable and binding as amended.**

For questions or clarification contact the Chairperson of the ARB \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

Owner \_\_\_\_\_

General Contractor/Builder

\_\_\_\_\_

-

CC/Lee License #

## Lamp Post

Damage to any known source to lamp posts (street lights) will be charged the full replacement cost, approximately \$ 1,500.00

Charges can be deducted from New construction deposits, Renovation deposits, or collected from any individual or organization that have been proven responsible.

Paint will be matched by :

Electro Static Refinishing  
4924 Viceroy St. D-5  
Cape Coral, Fl 33904  
941-980-1515

Lamp Pole or parts by :

City Electric Supply Co.  
8798 Commerce Drive  
Bonita Springs, Fl 34135  
948-3377 or 948-3372

Installation shall be done by a Southport on the Bay Electrician of choice

## Vacant Lot Mowing

It is Southport on the Bay's policy that lot mowing and maintenance fees are collected at the first of the year for the entire fiscal year regardless of the Construction timetable or certificate of occupancy date (if pending after January 1<sup>st</sup>, 2006).

Rebates will be allowed only for each unused quarter of the year. The owner must apply for the rebate in writing and provide a copy of the Certificate of Occupancy. Thereafter the management company will be directed by the Board of Directors to reimburse any unused quarterly balance.

Example, if the Certificate of Occupancy comes in July, the last quarter will be refunded.

Once the owner has a certificate of occupancy, the builder, the owner or agency in control will maintain the property.

It will be the responsibility of the association to contract for grass cutting on a regular basis and the lot owner will be billed on an annual basis. Additional fees may be levied from time to time for extra cuttings as a result of excess rainfall and/or growth.

Exotic Removal is the responsibility of the unit owner.

Those properties that front the water will be responsible for Mangrove Trimming (as permitted by the county) in addition to any and all shoreline vegetation removal or control.

Vehicle or building equipment and materials shall not be stored on the property. The lot owner must allow access for mowing and maintenance.

## Golf Cart Rules and Regulations

No golf cart is to be operated within Southport on the Bay without fully complying with all of the requirements of these mentioned rules and regulations;

Every golf cart to be operated on any property within Southport shall be registered annually with the management company and must display the official decals on either side in plain view.

At the time of the annual registration, the management company shall be provided with a fully paid liability insurance policy covering the golf cart. The policy of insurance must name the property owners association as “additional insured” and have minimum coverage requirements of \$ 1,000,000.00 for bodily injury and, \$ 300,000.00 for property damage. The policy holder shall provide proof of insurance to the management company as the policy renew.

The owner(s) of a golf cart shall sign and forward a “Release from liability and express Assumption of Risk” form at the time the original registration packet is completed.

Golf Carts shall be stores inside the garage. Section 10 b. “No recreational vehicles shall be placed, parked or stored upon any portion of the lot except where totally enclosed within the garage.”

Every owner and operator of a golf cart shall be responsible for any damage caused by

the negligent, reckless, or intentional operation of the golf cart by any person.

Golf Cart operation shall be from sunrise to sunset unless the cart is equipped with working headlights or taillights.

Golf Cart operators shall adhere to all traffic rules and regulations applicable to licensed vehicles.

Seating; Occupancy of a golf cart is limited to one person per seat. Capacity shall not exceed the number of seats.

Towing, standing and horseplay are strictly prohibited.

Only persons over the age of 14 are permitted to operate a golf cart, whether or not a licensed driver accompanies them.

Every golf cart in operation must be equipped with working brakes.

✓ Violations of these rules may result in fines and or revoking golf cart privileges

## Southport on the Bay Golf Cart Registration Form

Owner's Name \_\_\_\_\_ Address \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form with a copy of your Insurance Policy issued with a minimum amount of \$ 1,000,000.00 for bodily injury and \$ 300,000.00 Property Damage that names the property association "Southport on the Bay" as additionally insured to R and P Property Management c/o

Southport on the Bay 265 Airport Road South Naples, Fl 34104.

An official sticker will be issued and mailed to you as soon as possible. This sticker will be the authorization required for operating any golf cart on the streets within Southport on the Bay. Golf Carts operated after June 1, 2002, without this sticker will subject the owner of the cart to the regulatory provisions established in the association bylaws.

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For Office Use Only

Golf Cart Sticker Number Assigned : \_\_\_\_\_ Date :  
\_\_\_\_\_

Insurance Information Received : \_\_\_\_\_ Date :  
\_\_\_\_\_

Comments :  
\_\_\_\_\_

Release Information Received : \_\_\_\_\_ Date :  
\_\_\_\_\_

Comments :  
\_\_\_\_\_

## Release, Indemnification and Assumption of Risk

In consideration of the privilege to operate a golf cart within Southport on the Bay (“Community”), I, the undersigned individual, on behalf of myself, family, co-occupants, tenants, guests, licensees, invitees, and administrators (collectively “Releasor”) hereby agree as follows:

1. Releasor shall release, indemnify and hold harmless Southport on the Bay Property Owners Association, Inc, its directors, officers, employees, agents and members (collectively “Releasee”) from **any and all** past, present and future claims related to Releasor’s operation of a golf cart within the community, including claims resulting from

negligent acts or omissions on the part of the Releasee.

2. Releasor acknowledges that operation of a golf cart is dangerous and assumes the risks of all injury, damage, and loss, **of any kind**, that may occur as a result of operating a golf cart.

3. Releasor is fully aware of the legal consequences of executing this document and is willing to do so for the privilege of operating a golf cart within the Community.

Signature : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Date : \_\_\_\_\_

## Procedural Manual

Architectural Review Board :

The ARB maintains responsibility for all projects under construction or undergoing remodeling.

The ARB will maintain a personal file for each project. Obtain signed letters of

agreement and monitor the construction process until occupancy.

The ARB will notify both builder and owner of possible fines for working past deadline hours which are Monday to Saturday 7 am to 6 pm, no work will be conducted on Sundays or Legal Holidays.

A. Any work conducted past 6 pm curfew, Sundays or Holidays will result in a \$ 250 fine per event.

1. In the event a \$ 250 fine is charged. A letter will be sent to owner and copied to the builder with date, time and offending parties name or work description.

2. Other violations such as debris, cleanup, trailer control will be monitored by the ARB.

Board of Directors :

Responsible for compliance conditions, restrictions, and rules and regulations.

A. Monitors and controls neighborhood violations as listed in covenants, rules or by-laws, boat dock, landscaping sections.

B. Assist the ARB in monitoring and controlling all improvement projects and new construction projects. The ARB representative is the primary party responsible for all remodeling, landscaping and all new construction projects.

Property Management Organization :

Responsible for tracking violations, compliance results, issuing letter and record keeping

Violation Procedure :

Violations noticed either in a monthly walk through, verbally reported or observed by a Board Member will be verified and;

A. Checked against the by-laws and/or covenants

B. Checked against the Board of Director's Adopted Rules and

Regulations

C. Checked against the ARB Rules and Regulations

Action Procedure :

A. Telephone Call to offender by Management company. If results are satisfactory, issue dropped. If unsatisfactory or unsuccessful (B)

B. Initial Letter issued to offending party (10 days and normal receipt for mail must be allowed)

C. Second Letter issued to offending party (10 days and normal receipt for mail must be allowed)

D. Third and Final Letter issued with warning that Board of Directors can either;

- a. Fine offender (one time charge of
- b. Secure repair of delinquent item and bill owner (including 10 %  
overhead)