

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

### **HOMEOWNER ASSOCIATION FEES** Article IV Covenant for Maintenance Assessments Section 4

The overall financial health of our Association depends on the Board's ability to collect assessments from its members to help maintain and enhance the community property. To stay within the annual budget, the Association relies heavily on the quarterly fees being collected in a timely manner. Homeowner fees are assessed quarterly and are due on the first day of January, April, July, and October of each year. Payments are late after the 15th day of the month payable, and the homeowner will receive a reminder notice. Payments are delinquent if not paid by the 30th day of the month due and will then be assessed a \$25 late fee.

### **LANDSCAPE REPLACEMENT AND MAINTENANCE POLICY** Article V Landscaping Control

The following are policies regarding maintenance and replacement of landscaping.

- All sod located within the FCHOA community property and residences, excluding sod which may be in courtyards, is the responsibility of the Association to maintain, **but not replace**. This includes, but is not limited to, mowing, edging, blowing, fertilization, and chemical control for turf destroying insects and diseases.
- All hedges and plants located within the FCHOA community property and residences, excluding hedges and plants located in courtyards, will be the Association responsibility to maintain, **but not replace**. This includes, but is not limited to, trimming the hedges and plants, providing fertilization and pest and disease control. The homeowner is responsible for dead plant removal and/or replacement on his property within existing landscape alteration guidelines.
- All trees located within FCHOA community property and residences, excluding those trees in the courtyards, will be the Association responsibility to maintain, **but not replace**. This includes, but is not limited to, trimming the trees, keeping the tree limbs off the roof lines and fertilizing the trees. The homeowner is responsible for tree removal and replacement on his property within existing landscape alteration guidelines.
- All garden lighting, except in the courtyard, including but not limited to, accent lighting, mushroom, and Malibu lights, when installed by the owner of the residence, will be the owners' responsibility to maintain. The Association will not accept any liability for damage to the lighting. Any such lighting must be placed within planting beds (not in turf areas) and shall not interfere with routine landscape maintenance activities.
- Hardscape alterations and additions within the homeowners' landscape require written approval from the Board of Directors, after submission of appropriate alteration request is submitted to the property manager. Addition of pavers, concrete pads, retaining walls, steppingstones, pathways, planting bed.
- Borders and edging materials, fences, etc. are disallowed, until review of drawings and sample submission with Alteration Application. In general, planting bed borders to be located along the inside of the path between the garage and the front door will be approved provided they are no more than 7 inches high and a neutral color. Landscaping stones in shrubbery beds must be contained behind landscaping edging to prevent injury to landscaping team. Consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.
- **"Garden decorations" including, but not limited to statuary, planting pots, gazing balls, trellises, hanging plant holders, bells, tables, flags, banners, benches, and seating sets are disallowed.** Any items in violation must be removed within 30 calendar days of receiving notice of the violation.
- Changes to the existing landscape design and lighting must first be approved by the Board of

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

Directors prior to any modifications. If you desire to make any modification to the landscape of your home, you must contact the FCHOA community management company for appropriate application. No alterations may begin without written approval from the Board of Directors upon the approval process completion.

- Personal items such as potted plants are, with board approval, allowed on ledges including the garage window ledges, and gate posts if the items are not permanently affixed to the structure.

### **ALTERATIONS AND MODIFICATIONS** Article V Landscaping Control

No owner shall make or allow to be made any alteration and/or structural modification or addition, including landscape alteration to his residence without prior written consent of the Board of Directors and, where applicable, any mortgagee owning a mortgage on same, respectively. If you desire to make any exterior modification to your home and landscape, you must submit a written request along with drawings (if applicable) to the property manager who will record it and forward it to the appropriate architectural or landscape committee, if applicable, and to the Board of Directors for their approval. Modifications including, but not limited to the installation of satellite dishes, gutters and downspouts, enclosure of your back porch or landscape alterations will all be reviewed in that manner. Approval or denial will be given in writing within 30 days of the date received. **Nothing is to be attached to the building exterior walls of the structure that can be viewed from the street unless prior approval and written consent is received from the Board of Directors. This includes but is not limited to fences, EV hook-ups, flags, and decorations of any kind.** American flags not exceeding 4'x 6' can be placed without HOA approval.

Any homeowner in violation of the above will be notified in writing and will have 30 days to remove and repair the structure. After 30 days the Board will remove anything that is not in compliance and repair will be at the owner's expense.

### **PLANTINGS** Article V Landscaping Control

No plantings of whatsoever nature shall be made by any owner on any residence, common areas, and/or recreation and community facilities without the prior written approval of the Board of Directors. All plantings are subject to rules noted in "Landscaping Replacement and Maintenance Policy" above. All approved plantings at a residence must be maintained by the residence owner.

### **APPROVAL PROCEDURE** Article V Landscaping Control

Consistency and aesthetic continuity are essential to maintaining the property values within our community. While individual tastes may vary widely between different homeowners, and likewise their desires to personalize their homes, standards have been established and must be adhered to. Anything requiring approval of the board of directors is to follow this specific procedure.

- The homeowner is to submit the Alteration or Change Application form, which can be downloaded from the Feather Cove Homeowners website, to the property management company. This request should specify what modification or alteration to the property is desired by the homeowner. Drawings, photographs, charts, or other graphics should be attached to the request if applicable.
- The property management company will then distribute the request to the appropriate review committee when applicable, and to the board members in an expeditious manner. Approval or denial will be given in writing within 30 days of the date received by the Board. If said approval or denial is not given within 30 days, by default the request will be deemed approved.
- **No modification or alteration is to be started without first obtaining approval from the Board of Directors.** This approval requirement pertains to anything that is visible from the street, any architectural modification or change, and any landscaping additions or alterations. The Board may

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

base its decision on structural, visual, or aesthetic grounds at its sole discretion.

### **DAMAGE TO COMMON AREAS** Article V Landscaping Control

Damage to common areas, including, but not limited to, the landscaped areas and the recreational and community facilities, caused by any owner, their guests, and or service personnel shall be the sole responsibility of such owner, to pay for appropriate repairs.

### **ASSOCIATION EMPLOYEES AND CONTRACTORS** Article VI Functions of the Association Section 1 Paragraph F

No owner or member of his family, or guests shall give orders or instructions to Association employees and/or contractors, but rather shall express his desires in writing to the FCHOA community management company or the person designated for this purpose by the Board of Directors.

### **COMPLAINTS** Article VI Functions of the Association Section 1 Paragraph F

All complaints of owners shall be made in writing, signed, and delivered to FCHOA community management company, as the designated contact for such purposes by the Board of Directors.

### **INSURANCE RATES** Article VI Functions of the Association Section 1 Paragraph H

No owner shall permit or suffer anything to be done or kept in his residence which will increase the rate of insurance on the Common Areas. The FCHOA does not provide any building insurance for private residences. Homeowners insurance is the sole responsibility of the homeowner.

### **PERSONAL INSURANCE** Article VI Functions of the Association Section 1 Paragraph H

It is recommended that homeowners' personal property and liability coverage be obtained by each of the individual owners should he be desirous of having such coverage. The FCHOA does not maintain any insurance for individual Residences.

### **SIGNS** Article VII Obligations of Owners Section 1

No sign, advertisement, notice, or other letter shall be exhibited, inscribed, painted, or affixed by any residence owner upon any part of the outside or inside of the residence, the landscape or upon any portion or part of the recreational and community facilities or common properties without the prior written consent of the Board of Directors. Small security/alarm service vendor signs (1 per residence) not greater than 12"X 12" may be placed in the landscape, adjacent to gate column area, and must be maintained in orderly fashion.

### **GUESTS** Article VII Obligations of Owners Section 1

All guests of owners shall be required to comply with all the rules and regulations and rights and obligations created by the Declaration and its exhibits. The Board of Directors reserves the right to limit the number of guests an owner may have, limit the number of guests that may use the recreational and community facilities, and, in addition, reserves the right to expel guests who fail to comply with applicable requirements.

### **RECREATIONAL FACILITIES** Article VII Obligations of Owners Paragraph A

The use of recreational facilities is limited solely to the members of the Association and their invited guests. Swimming and other uses of the recreational facilities shall always be solely at the risk of the individual involved, and in no event that of the Association or its members. The recreational facilities use shall be regulated by the Board of Directors of the Feather Cove Homeowners Association, Inc. Clubhouse and Pool Rules may be published from time to time and revised by the FCHOA Board of Directors.

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to ensure the proper use of said facilities by all the members of the Association. Refrain from playing loud music, using large pool toys or rowdiness. Pool hours are from 7:00 am to 10:00 pm. Outside lights are on a timer. Swim at your own risk. The user of the recreational facilities shall be responsible for leaving the same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

### **FOOD AND BEVERAGES** Article VII Obligations of Owners Paragraph B

Food and beverages shall only be consumed within the residence and in those portions of the recreational and community facilities and area designated for such purposes. **There is to be no food in the pool area.**

### **CLEANLINESS** Article VII Obligations of Owners Paragraph B

Each owner shall be responsible for keeping his residence in a good state of preservation and cleanliness. This includes the removal of any mildew, stains, or accumulated residue on the exterior of their residence and gateway entry pillars, as well as the maintenance and/or replacement of actual gates and entry trellises. The Association will be responsible to **periodically** pressure wash the sidewalks, driveways, and pathways.

### **HURRICANE PREPARATIONS** Article VII Obligations of Owners Paragraph B

Each owner who plans to be absent from his residence during the hurricane season must prepare his residence prior to his departure as follows:

- Remove all furniture, plants, and other objects from the terrace, porch, lawn, patio, entrance, etc.
- Designate a responsible firm or individual to care for their residence should the residence suffer hurricane damage and furnish the Property Management Company, or the person designated by Board of Directors for such purpose, with the name of said firm or individual.
- Any owner failing to make hurricane preparations shall be held responsible for any damage ~~done~~ to the property of other owners and/or to the common areas resulting from such failure.

### **PERSONAL PROPERTY** Article VII Functions of the Association Paragraph B

The personal property of an owner shall be stored within his residence or where applicable in assigned storage areas, but in no event shall such property be stored outside of courtyards, garages, and porches, or on any Association common property.

### **BARBEQUES AND OUTDOOR COOKING** Article VII Obligations of Owners Paragraph B

Barbeque and/or outdoor cooking shall be permitted on the kitchen terraces. So long as the privilege is not abused and is not offensive to other owners, an owner may use a barbeque on the lawn area immediately contiguous to his Residence. After each use the barbeque facilities must be removed from the lawn area.

### **SERVICE PEOPLE** Article VII Obligations of Owners Paragraph C

No owner shall permit any service people whether for purposes of maintenance, repair, replacement, or improvement to work in a dwelling unit except in cases of emergencies, before 8:00 am or after 9:00 pm. Service persons of the owner may not gather, loiter, or lounge within or upon the recreational facilities or common properties of Feather Cove.

### **MOTORCYCLES** Article VII Obligations of Owners Paragraph C

Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways, and parking areas. All

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from Feather Cove any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycles shall be permitted to park in common areas overnight. Any damage to the common areas, including the pavement, caused by motorcycle kickstands or other motorcycle use shall be the sole responsibility of the property owner to repair.

### **FLAMMABLE MATERIALS** Article VII Obligations of Owners Paragraph C

No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any residence, storage area, or common area, except such as required for normal household use.

### **NUISANCES** Article VII Obligations of Owners Paragraph C and L

No owner shall make or permit any disturbing noises any place in Feather Cove by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners. No owners shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television, radio, sound amplifier, or any audio/visual equipment in such manner that same would disturb occupants of Feather Cove. No owner shall conduct or permit to be conducted, vocal or instrumental instruction any time, except as same might be an activity sanctioned by the Board of Directors, which activity shall take place in the recreational and community facilities.

### **CONDUCT** Article VII Obligations of Owners Paragraph C and L

No person in a residence or on any other FCHOA community areas shall engage in loud and boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.

### **PETS** Article VII Functions of the Association Paragraph D

No reptile or exotic animal shall be kept or harbored in Feather Cove or any of the dwelling units unless the same in each instance is expressly permitted in writing by the Board of Directors of the Association. Such permission in one instance shall not be deemed to constitute blanket permission or permission in any other instance and any such permission may be revoked, rescinded, and/or modified at any time by the Board of Directors. After permission has been granted, the presence of any pet shall be subject to any rules and regulations promulgated from time to time by the Board of Directors and at least those conditions as follow:

- No pets may be kept, bred, or maintained for any commercial purpose.
- No animals other than two domestic animals shall be permitted in Feather Cove.
- In no event shall any pet be permitted in or upon any of the common areas of Feather Cove unless leashed and then only in those areas as may from time to time be designed by the Board of Directors.
- In no event shall any pet be permitted upon or within the recreational facilities, including, but not limited to, the recreational buildings and the pool area.
- Pets shall always be leashed so that they do not become a nuisance to other homeowners.

If a dog or other animal becomes obnoxious to other owners by barking or otherwise, and/or if any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected by owner, upon written notice by the Board of Directors, the owner shall be required to remove the pet from the Feather Cove property. If the owner fails to remove the pet from the Feather Cove property, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the Feather Cove property, including, but not limited to, securing an injunction requiring removal

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

of said pet, and the owner of said pet shall in such cases be responsible for the court and attorney's fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets. The owner of any pet shall indemnify the Association and each of the other owners and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal upon the Feather Cove property. **Each pet owner shall be responsible for the removal and disposal of all defecation left by his pet upon the Feather Cove property.**

### **RESIDENCE USE** Article VII Obligations of Owners Paragraph E

Residences shall not be used for commercial or professional purposes and shall only be used as residences.

### **SOLICITATIONS** Article VII Obligations of Owners Paragraph E

There shall be no solicitations permitted by any persons, anywhere in or about the Feather Cove property for any cause, charity or for any purpose whatsoever unless specifically authorized in advance by the Board of Directors.

### **CLOTHESLINE AND CLOTHES POLES** Article VII Obligations of Owners Paragraph F

No clothes lines or similar device shall be permitted on any portion of the Feather Cove property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.

### **AND GARBAGE** Article VII Obligations of Owners Paragraph H

Trash and recycling bins, if applicable, are to be put on the curb the morning of the pickup and removed from the curb by the next morning. Bins must also be stored out of sight on non-trash pickup days. All refuse, waste, bottles, cans, garbage, and trash shall be securely wrapped. Landscape trimmings must be tied up or put in containers of a size easily handled by trash personnel.

### **PARKING** Article VII Obligations of Owners Paragraph I

#### Parking Areas

Parking areas on the Feather Cove property shall be used only by owners and their guests. Parking areas shall only be used to park private passenger motor vehicles. Vehicles should always be parked in your driveway and garage when possible. Parking in the street may result in life safety issues for emergency vehicle passage. Vehicles more than two per residence must be parked at the large parking lot to the East of the clubhouse. Vehicles not complying with policy may be towed at the owner's expense. When parking in the driveway, the sidewalk must be kept clear for pedestrians walking on the sidewalk. **NO VEHICLES MAY BE PARKED ON TURF AREAS WITHIN FEATHER COVE COMMUNITY, AS IRRIGATION AND TURF DAMAGE CAN OCCUR.**

#### Vehicles

**No motor vehicle unable to operate on its own power, or unlicensed, unregistered vehicle shall remain in the Feather Cove property for more than twenty-four hours.** No repair of any motor vehicle shall be made on the Feather Cove property. Only non-commercial vehicles, utilized solely for private transportation and of a size which permits it to be parked in the garage of its owner's residence with the garage door closed are permitted. No trucks, mobile homes, trailers, vans, campers, boats, or other vehicles or equipment other than private passenger vehicles shall be parked or left standing upon the Feather Cove property, except for purposes of loading and unloading or except in areas designated for this type of vehicle. No motor vehicles shall be parked other than in areas designated for parking.

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

### **GUNS** Article VII Obligations of Owners Paragraph J

No guns shall be permitted to be discharged any place upon the Feather Cove community property, including the common areas and residences, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, B-B guns, and sling shots.

### **VEHICULAR AND PEDESTRIAN TRAFFIC** Article VII Obligations of Owners Paragraph J

All vehicular and pedestrian traffic being in and/or operation upon the Feather Cove property shall always comply with controlling governmental laws. All such traffic shall always obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether same is placed by governmental authorities and/or the Association.

### **WHEELED VEHICLES** Article VII Obligations of Owners Paragraph J

No owners shall permit wheeled vehicles, including, but not limited to, bicycles, carriages, and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the Feather Cove property. No bicycles shall be permitted to be rode within the pool area.

### **EXTERIOR APPEARANCE** Article VII Obligations of Owners Paragraph O

Exterior appearance applies to the perimeter exterior walls of the building as well as plant areas abutting the villa or townhome and areas surrounding the garage.

Nothing is to be attached to building exterior walls of the structures that can be viewed from the street unless prior approval and written consent is received from the Board of Directors. This includes, but is not limited to flags, fences, and decorations of any kind. Exterior appearance includes landscape, as well as architectural appearance.

No alteration may be made upon any part of the exterior of any of the residences without the prior written consent of the Board of Directors. The exterior of the residences, including, but not limited to, terraces and porches, shall not be painted, decorated, or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

No addition of awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, flags, fences, or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, and approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors, but with regard for any governmental statutes addressing such alterations.

The Association is responsible for exterior painting on a regularly scheduled basis. The homeowner is responsible for repairing any damage to, including but not limited to, exterior stucco, windows, and doorways.

Temporary Christmas lights are permitted but must not be put up until after Thanksgiving and must be removed no later than January 31.

If you desire to make any modification to the exterior of your home, you must contact the FCHOA property management company for appropriate application. No construction may begin without written approval

# Feather Cove Homeowners Association, Inc.

## RULES AND REGULATIONS OF FEATHER COVE

Effective July 29, 2025

from the Board of Directors upon the approval process completion. Refer to The Approval Procedure in this document

### **ANTENNAE, AERIALS AND SATELLITE DISHES** Article VII Obligations of Owners Paragraph O

No antenna, aerial and/or satellite dish for a radio, television and/or telephonic communication device shall be installed upon a residence without the written consent of the Board of Directors. Any aerial, antenna or satellite dish erected or installed on the roof or exterior walls of any residence without the consent of the Board of Directors, in writing, is liable for removal, without notice, and at the cost of the residence owner for whose benefit the installation was made. Satellite dishes must be installed in a location that is not visible from the street in front of the residence.

### **PASSAGEWAYS** Article VIII Easements Section 1

Sidewalks, entrance ways, passageways, paths, vestibules, and all other portions of the residence areas must always be kept free of obstruction and encumbrance and shall not at any time be used for any purpose other than ingress and egress. ~~at all times~~

### **LEASES** Article IX Approval of Leases

The homeowner may lease out his/her villa or townhouse if desired. The appropriate Lease Application form must be submitted to the Board of Directors for approval prior to the lessee taking occupancy.

- **The minimum lease term is to be one year, and the lessee must abide by the Association's Rules and Regulations. The use of any Airbnb, VRBO, or other similar short-term rental platform is strictly prohibited and violates the minimum lease term.**
- **A homeowner who is wishing to lease his unit is responsible for obtaining and providing background information on the prospective tenant with the lease application.**
- **The owner must keep the property management company informed of any changes with lessees.**
- **The Owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the By-Laws.**
- **No more than 20% of the Residences may be leased at any one time.**
- **No lease shall be for a period of less than one year.**

### **KEYS**

It is the responsibility of the selling unit owner to pass to any owner, residence keys, clubhouse keys and mailbox keys. Failure to do so will result in locksmith costs by the unit owner. The U.S. Postal Service will not provide new mailbox keys.

### **DELIVERIES**

The Association shall not be responsible for the theft, conversion, disappearance, loss, or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss, or damage may occur through the negligence or willful act of the employees of the Association and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss, and damage of and to such items.