

AMENDED AND RESTATED RULES OF SOUTHPORT
ON THE BAY PROPERTY OWNERS' ASSOCIATION, INC.

I hereby certify that the attached amendments to and restatement of the rules to the Southport on the Bay Property Owners' Association, Inc., were adopted by the board of directors at a duly noticed meeting for that purpose on June 4, 2019. A quorum the board of directors having been present said amendments to and restatement of the rules were approved by a majority of the directors in attendance.

Southport on the Bay
Property Owners' Association, Inc.

William J. Zwicker
By: William J. Zwicker, President

Signed in our presence:
Raymond L. Bass, Jr.
Witness - Raymond L. Bass, Jr.

Jessica Patton
Witness - Jessica Patton

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared William J. Zwicker known to me personally or identified to me by _____, as the person described in and who, after being sworn and under oath given by me, executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 12th day of June, 2019.

Jessica Patton
NOTARY PUBLIC

This instrument prepared without
examination of title

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Southport on the Bay - Rules and Regulations

NOTE: Homeowners and property owners should refer to the official Restated Bylaws (Bylaws) and Restated Declaration of Covenants, Conditions and Restrictions (Covenants) of Southport on the Bay for additional information regarding these and other rules and regulations.

Substantial rewording. See governing documents for current text.

- I. **NEW CONSTRUCTION or REMODELING PROJECTS:** Prior to commencement of construction, the following must be completed:
 1. Contact the Southport management company¹ or the chairperson of the Architectural Review Board (ARB) to obtain construction forms, which provide for a description of the project and detailed rules and regulations of construction.
 2. *Southport On The Bay Construction Packet, including the Construction Site Management Plan:* must be completed, signed, dated and approved by the ARB.
 3. Deliver the completed forms to the ARB Chairperson with building/landscape plans, plus colors and materials, for approval before construction begins on a new home or renovation of any size. The construction deposit must be paid before any construction may commence.
- II. **VEHICLE REGISTRATION**
 1. All residents' vehicles must display an automobile decal. Contact the Southport management company for a current application form.
- III. **PARKING**
 1. Parking is only allowed on hardscape areas of improved lots. Parking is prohibited on any soft landscaping areas of any improved lot.
 2. Except as provided in this paragraph and paragraph 3, parking on the street is prohibited by anyone, including residents, guests, contractors, vendors, etc., unless the resident applies in writing to the Board of Directors (Board) for permission and states the extenuating reason for their request (such as a special event with a large number of guests). The Board has final authority to grant or deny this request. Residents, guests, contractors, vendors, etc. must park in the resident's driveway.
 3. **Lawn maintenance vehicles with large trailers are permitted to park in the street but only while actively doing maintenance. Large delivery trucks (furniture, appliances, etc.) are permitted to park in the street but only for the shortest time necessary, not to exceed two hours, to complete the delivery.**
 4. Violations can result in a \$50 parking fine and/or towing of the vehicle.
 5. All visitors need to stop at the Barefoot security gate to obtain a visitor pass, which should be displayed on their dashboard.
 6. In the case of new construction and home renovations, see the construction packet for additional parking rules and regulations.
- IV. **DAMAGE TO ANY INFRASTRUCTURE** (entrance, entrance gate, street lamps/poles, signs, mailboxes, streets, pavers, gutters, catch basins and any other association property) in Southport will result in charges for repair or replacement for said damage to any individual or organization that is responsible. *If you have caused damage to or have witnessed any damage being done to any part of Southport infrastructure or to another owner's property, please notify the Board or the Southport management company immediately.*
 1. Owners, guests, contractors or vendors who damage any association property will be charged up to the full replacement cost of the property damaged, including the cost of installation.
 2. Charges can be deducted from New Construction deposits, Renovation deposits, or collected from any individual or organization that is responsible for the damage.
 3. Anyone, including realtors, taping anything to the granite or metal on the telemetry box at the entry to Southport will be assessed a \$25 fee per incident. Taping information to these structures causes tape residue and dirt, resulting in an unsightly entranceway.

¹ The Southport management company is currently Sandcastle Community Management, 9150 Galleria Court, Suite 201 (2nd Floor) Naples, Florida 34109, Phone: 239-596-7200.

V. **FENCES**

1. Privacy fences which are designed to conceal the view from neighbors and passersby are prohibited. Privacy fences are only allowed to hide A/C units, pool equipment, and generators. Privacy, if desired, should be accomplished by landscaping. Fences such as metal fences that do not obstruct the view can be used for safety such as swimming pool barriers. All fences and landscaping plans must be approved in writing by the ARB prior to their installation.

VI. **VACANT LOTS**

1. Vacant lots must be maintained, i.e. grass cut.
2. It is the policy of Southport 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.
3. 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 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.
4. 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.
5. **Exotic Removal is the responsibility of the lot owner.** Those properties that front the water will be responsible for Mangrove trimming (as permitted by Collier County and the State of Florida) in addition to any and all shoreline vegetation removal or control.
6. Some lots are subject to a conservation easement. Owners of such lots are required to maintain the portion of the lot subject to the conservation easement in accordance with the requirements of the conservation easement and the Covenants.
7. Vehicles or building equipment and materials shall not be stored on the lot. The lot owner must allow access for mowing and maintenance.

VII. **DEVELOPED LOTS**

1. **Exotic Removal is the responsibility of the lot owner.** Those properties that front the water will be responsible for Mangrove trimming (as permitted by Collier County and the State of Florida) in addition to any and all shoreline vegetation removal or control.
2. Some lots are subject to a conservation easement. Owners of such lots are required to maintain the portion of the lot subject to the conservation easement in accordance with the requirements of the conservation easement and the Covenants.

VIII. **OPEN HOUSE SIGNS**

1. On Sundays only, from 12:45 pm to 4:15 pm, one small generic open house sign is allowed near the south side of the Southport entrance. If there is more than one open house on that Sunday, whoever is first is allowed to display an open house sign. Balloons may not be attached to the open house sign or displayed near the Southport entrance. Additional signs are not allowed near the Southport entrance.
2. One small information card is allowed to provide information to visitors. If provided, it must be placed in the planter area near the telemetry box (but NOT TAPED to the telemetry box).
3. Directional signs within Southport showing a directional arrow or other information to guide visitors to the open house are prohibited.
4. One open house sign is allowed directly in front of the house having the open house but must be removed as soon as the open house ends.
5. Please refer to the Covenants for additional requirements regarding the size, location and content of open house signs and allowable signs when homes and undeveloped lots are available for sale.

IX. **POLITICAL SIGNS**

1. No political signs are allowed anywhere in Southport.

X. **LEASE AGREEMENTS**

1. As set forth in further detail in the Covenants, leases shall be for a term of not less than sixty (60) days, there shall not be more than three leases in a calendar year and the owner is required to supply the Board (either the president of the Board or the Southport management company) with a copy of the written lease agreement at least ten (10) days prior to the date of possession by the lessee. Please refer to the Covenants for additional requirements for leases.
2. Owners who lease their homes are responsible for their tenants' violations of the Covenants, Bylaws and

these rules and regulations. Both the owner and the owner's tenants will be cited for any violation of the Covenants, Bylaws and these rules and regulations. Owners may be subject to a cause of action for any violations of the Covenants, Bylaws and these rules and regulations.

XI. PETS

1. Owners are reminded that Collier County has laws governing pets, including the requirement to immediately remove and properly dispose of pet feces.
2. Owners and guests are required to carry plastic bags with them when walking their pets and to immediately remove and properly dispose of any pet feces deposited on any property within Southport. Please be respectful and considerate of your neighbors.
3. In the event of repeat violations, owners may call Collier County Ordinance Enforcement.

XII. GOLF CARTS

1. Current decals must be displayed as required herein.
2. Owners must annually complete and sign the Southport on the Bay Golf Cart Registration Form below.
3. Owners must sign the Golf Cart Release, Indemnification and Assumption of Risk form below.
4. No golf cart is to be operated within Southport without fully complying with all of the requirements of these rules and regulations.
5. Golf carts are not permitted to be parked on the beach access streets (including near the path to the beach at the end of these streets).
6. 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.
7. 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 insurance policy must name the property owner's 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 renews.
8. The owner(s) of a golf cart shall sign and forward a "Release, Indemnification and Assumption of Risk" form at the time the original registration packet is completed.
9. Golf Carts shall be stored inside the owner's garage, as required by the Covenants.
10. 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.
11. Golf Cart operation shall be from sunrise to sunset unless the cart is equipped with working headlights or taillights.
12. Golf Cart operators shall adhere to all traffic rules and regulations applicable to licensed vehicles.
13. Seating occupancy of a golf cart is limited to the seating capacity recommended by the manufacturer.
14. Towing, standing and horseplay are strictly prohibited.
15. Only persons over the age of 16 with a valid driver license are permitted to operate a golf cart, whether or not a licensed driver accompanies them.
16. Every golf cart in operation must be equipped with working brakes.
17. The guards have been instructed to enforce the golf cart rules.
18. Violations of these rules may result in fines and or revoking golf cart privileges.

Southport on the Bay Golf Cart Registration Form

Upon signing this agreement, we agree to follow the Golf Cart Rules and Regulations of Southport On The Bay.

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 an additional insured to the Southport management company.

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 without this sticker will subject the owner of the cart to the regulatory provisions established in the Covenants and Bylaws.

For Office Use Only:

Golf Cart Sticker Number Assigned: _____ Date: _____

Insurance Information Received: _____ Date: _____

Comments: _____

Release Information Received: _____ Date: _____

Comments: _____

Golf Cart 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 releases, indemnifies and holds 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 Releasor.
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: _____

Mail this form to the Southport management company.

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Substantial rewording. See governing documents for current text.

Lot # _____ Property Address _____

Current Address _____

Owner _____ Phone # _____

Contractor _____ Phone # _____

Contractor Address _____

I. Background and Acknowledgement

- To insure that Architectural Review Board (ARB) and Association rules and regulations are followed, the Board of Directors (Board) passed, in consultation with the ARB, the following rules and regulations to control new construction and remodeling of any nature that requires a **County Building Permit**. Painting, power washing and window cleaning are excluded. The following rules and regulations pertain to the conduct of all personnel associated with any and all construction activity. **It is the responsibility of the contractor and the owner to ensure that all personnel associated with the construction project comply with these rules and regulations.**
- The ARB and the Board may utilize the services of architects, engineers and other professionals to review plans, meet with owners and monitor and inspect construction projects to ensure that construction projects remain in compliance with these rules and regulations. The costs of such professionals shall be paid by owners as such costs are incurred. Representative(s) for the ARB or the Board will conduct a pre-construction meeting with the owner and contractor to review the construction site management plan (see VIII below) and a post-construction meeting with the owner and contractor to verify compliance with the approved plans and specifications, in addition to such other meetings as the ARB or the Board may deem necessary. These meetings do not relieve the owner and contractor from obtaining inspection approvals from Collier County and any other organizations having jurisdiction.

II. Authority

The Restated Declaration of Covenants, Conditions and Restrictions (Covenants) and the Restated Bylaws of Southport on the Bay (Bylaws) provide the Board and the ARB broad latitude in establishing rules and regulations and levying fines, sanctions, costs, expenses, attorneys' fees and interest. Please refer to these documents for additional limitations and requirements that may be applicable to your construction project.

III. Construction Deposit

- Prior to commencement of construction, the contractor or owner is required to post a construction deposit for the site to cover fines, sanctions, costs, expenses and damage to association or private property (collectively, Charges). Any Charges may be deducted from the construction deposit as incurred. The amount of the construction deposit shall be relative to the value of the project as follows:
 - Small renovation projects up to \$100,000:
 - \$3,000 deposit is required. Of this deposit, \$300 is non-refundable if the project requires a dumpster or if it extends longer than 1 month. Otherwise, the entire deposit may be refunded.
 - Medium renovation projects greater than \$100,000 and up to \$250,000:
 - \$5,000 deposit is required. Of this deposit, \$500 is non-refundable. However, if the project extends more than 6 months, an additional \$500 will be non-refundable.
 - New construction or large renovation projects greater than \$250,000:
 - \$10,000 deposit is required. Of this deposit, \$1,000 is non-refundable.

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- An accounting for amounts charged against the construction deposit will be available for review.
- If the construction deposit is reduced by \$1,000 or more before issuance of a Certificate of Occupancy, it shall be replenished in its entirety before any work can continue.
- The remaining balance of the construction deposit will be refunded within 14 days after the later of: (i) issuance of a Certificate Occupancy and (ii) the post-construction meeting; provided there are no outstanding Charges. A request for the refund must be submitted to the Southport management company for ARB approval.
- **Any and all Charges in excess of the construction deposit shall be the responsibility of the owner. The Board shall have all rights set forth in the Covenants and Bylaws, including the right to cause a lien to be placed against the property for any Charges due.**

IV. Completion of Construction

- Construction, once commenced, shall proceed in a timely fashion without interruption.
- For small or medium renovation projects 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 can result in \$100 fine and potentially an additional daily fine at the discretion of the Board for each day the violation continues and any and all other remedies available to the Board.
- For new construction or large renovation projects 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 can result in \$100 fine and potentially an additional daily fine at the discretion of the Board for each day the violation continues and any and all other remedies available to the Board.
- **Any changes to the new construction plans or remodeling plans approved by the ARB, must be re-submitted to the ARB for approval BEFORE the commencement of any construction related to the changes.** Failure to do so can result in Charges and may require modification to, or removal of, the unapproved changes.

V. Construction Working Hours and Days

- Hours during which contractors are permitted on site include: Monday thru Saturday from 7:00 a.m. to 6:00 p.m.
- Contractors are permitted on site Christmas Eve and New Year's Eve from 7:00 a.m. to 1:00 p.m.
- Contractors are not permitted on site Sundays, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and all days prohibited by Collier County ordinance.
- Working hours and days are strictly enforced.
- The only exception to working day/hour rules is a bona fide emergency of a tropical storm or hurricane forecast that requires tie- down precautions or clean-up or another emergency approved by the Board or the ARB.
- *Special construction activities.* Pile driving and steel erection activity shall be limited to Monday through Friday of permitted work days from 8:00 a.m. to 4:00 p.m. Demolition activity shall be limited to Monday through Friday of permitted work days from 8:00 a.m. to 6:00 p.m. Auger cast piles and hydraulic boring are excluded from this limitation.

VI. General Rules

- Speed Limit is 15 miles per hour in all areas at all times. Persons violating the speed limit may be denied entry to Southport.
- No soliciting at any time.
- No alcohol or firearms at any time.
- Pets, children, friends, loud music or other loud sounds are not permitted.
- Profanity and disrespect to security personnel, residents or guests will not be tolerated.

VII. Admittance and Security

- During construction an entry code number will be assigned for the use of the owner, general

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contractor and subcontractors. When a Certificate of Occupancy is issued the code will be canceled and a permanent entry code will be assigned to the owner.

- Workers should proceed directly to the job site and are not to roam Southport. Non-construction activities, such as fishing in the lakes, is not permitted.
- No persons may come or remain on the site except during scheduled working hours.
- Harassment of security personnel, residents or guests is strictly prohibited.
- Food vendors serving construction sites will not be admitted to Southport.

VIII. Construction Site Management

- (a) *Construction site management plan required (see Addendum).* No construction shall be permitted until a construction site management plan has been submitted and approved by the ARB. Persons who intend to make any of the following improvements: lot clearing, grading, stockpiling of soil, demolition, building construction or reconstruction, building alteration or addition, shall designate either a licensed contractor or owner-builder for the purposes of the construction site management requirements. These requirements set minimum standards for the operation of the project site to eliminate or minimize impacts to the site and to the neighborhood to include containment of sediment, surface water discharge, erosion of soil, vehicle parking and loading area, traffic control, fencing, placement of materials, safety, neatness and cleanliness. **Although some of the tasks below are listed in the name of a contractor or vendor, the owner is responsible for ensuring that all of the contractors and vendors, and their employees, subcontractors, suppliers, affiliates and related parties, comply with the Covenants, Bylaws and all of the rules and regulations of Southport and Barefoot Beach Master Association.**
- (b) *Submittal requirements.* The owner and the contractor shall submit a construction site management plan to the ARB with this construction packet which includes the following submittal requirements unless waived by the ARB:
- (1) Location of proposed demolition.
 - (2) Grading and drainage surface water management plan for street and project site, including:
 - a. Drainage plan during construction in compliance with subsection (d) of this section.
 - b. Final grading and drainage plan upon completion of construction for the street and project site in compliance with Collier County requirements.
 - (3) Parking plan, including location of on-site parking, the location and maximum number of vehicles that will be parked along the unpaved portion of the road right-of-way of unimproved lots and the location and maximum number of vehicles that will be parked on other lots for which the owners of such lots have provided their prior written consent to park on such lots.
 - (4) Fencing plan, showing location, height and type of fence with screening unless the ARB has determined that the proposed construction does not warrant a construction fence.
 - (5) Location of loading/unloading area and material storage area.
 - (6) Location of chemical toilets.
 - (7) Location of dumpster.
 - (8) Traffic control plan, including access with dimensions, area to be stabilized and a written plan on staging of construction-related traffic during the project including adequate parking and a plan for delivery of materials.
 - (9) Location of any trees that will be removed.
 - (10) Pictures of any existing damage to neighboring property or to street lamps/poles, signs, mailboxes, streets, pavers, gutters, catch basins and other association property near the project site or near any parking areas in the parking plan approved by the ARB. Note that the ARB will require the owner to remedy damage to such property unless the owner can document that such

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damage existed at the commencement of construction and was not caused by the owner or the owner's contractors.

(11) Other activities, where special conditions are identified by the ARB.

(c) *Approval of plan; waivers.* The ARB shall review and approve or deny the construction site management plan. The ARB is hereby authorized to grant waivers from submittal requirements and corresponding standards, subject to such conditions and safeguards as the ARB deems necessary, which shall be reflected on the construction site management plan:

- (1) If the requirement is unrelated to the proposed development;
- (2) If the impact of the proposed development is negligible in that submittal requirement area; or
- (3) If unusual site conditions do not allow full compliance with the requirement.

(d) *Grading plan; grading and surface water management standards.*

(1) *Grading.* The site shall be graded and maintained during construction:

- a. To prevent erosion of soil; and
- b. To control surface water discharge so that no water in excess of pre-construction discharge flows onto abutting property and subject to compliance with any other Collier County requirements; and
- c. To prevent accumulation of stagnant water for the duration of construction.

(2) *Sediment fence.* The contractor shall install a sediment fence to protect adjacent properties, including lakes, canals and all other waterways, from discharges of soil, sediment, or construction-related material from the site unless a waiver is obtained from the ARB.

(3) *Maintenance.* The contractor shall inspect and maintain all erosion and sediment control practices until construction is complete and the construction site is stabilized. A fence installed to maintain sediment control shall remain in an upright condition until final inspection. The contractor must use an underground utility locating service for underground utilities prior to any trenching or digging on the site.

(4) *Final grading.* Final grading of the site shall be in compliance with the construction site management plan. The design shall ensure that no surface water in excess of the pre-construction amount shall flow onto abutting or adjacent properties. The design shall also ensure that the discharge of surface waters shall be off-site into an approved stormwater system.

(5) *Surface water.* Surface waters, including dewatering, shall be directed into an on-site settling basin or otherwise filtered before discharge off-site. Off-site discharge shall be directed to an approved surface water management system during construction and upon final grading of the project site in compliance with Collier County requirements. The owner shall be responsible for removal of any silt, debris, and dirt that accumulates within Collier County's stormwater management system, including swales, stormwater retention lakes, ponds, canals and waterways. Discharges of sediment into waters in the State of Florida is a violation of water quality and may result in enforcement action by the South Florida Water Management District, the Florida Department of Environmental Protection or Collier County. Discharge of water from swimming pools under construction or completed into ponds, lakes, canals and waterways is prohibited.

(e) *Parking during development of project.*

(1) *Parking.* The owner or contractor shall provide for parking on the project site to the greatest degree possible. **Vendors and contractors are prohibited from parking on the street.** Vendors and contractors must park in the driveway of the resident or, in the case of extensive construction, they can park on the resident's lot. If contractors or vendors need additional parking other than what is available on the construction site they will be allowed to park in the unpaved portion of the road right of way (approximately 15' wide) in the front of an unimproved lot in Southport as designated

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in the parking plan. Parking on other lots is prohibited except with the prior written consent of the lot owner and the ARB, a copy of which must be submitted to the ARB and the Southport management company, as designated in the parking plan. Vehicles delivering supplies (such as trusses, cement trucks, etc.) can park in front of the job site but only for the shortest time necessary, not to exceed two hours, to complete the delivery, but only if there is no room on the project site for such unloading. If there is no parking available other than that listed above, vendors and contractors will need to shuttle workers to the job site. These are safety issues and may result in a \$100 fine for each violation that will be deducted from the construction deposit. Violations also may result in the vehicle being towed at the vehicle owner's expense and/or the vendor or contractor being prohibited from entering Southport. The Board may consider modifications to this subsection (1) on a case-by-case basis in exceptional circumstances.

(2) *Access.* Use of the road right-of-way for access to and from the project site as shown on the construction site management plan shall be strictly managed by the contractor. The contractor shall maintain the street adjacent to the project site free of dirt, sand, oil, paint and any other debris resulting from construction activities. The road right-of-way adjacent to the project site shall be broom swept or cleaned on a daily basis keeping it free of dirt, sand, oil, paint and other debris. Failure to remove said material on the day of occurrence is a violation.

(3) *Temporary graveled or stabilized area for construction access and parking.* The contractor shall provide a graveled or stabilized area as shown in the construction site management plan. The stabilized area shall be located at points where vehicles enter and exit the construction site and the parking location. When the unpaved portion of the road right-of-way area is used for parking, the contractor shall provide a graveled or stabilized area on the unpaved portion of the road right-of-way. Upon completion of the project, the contractor shall restore the road right-of-way to its original condition or better. The purpose of the graveled or stabilized area at the entrance to the project site is to eliminate and reduce tracking or flow of sand, mud, concrete wash or other related material onto the road right-of-way. Contractors are required to hose off or otherwise clean tires on vehicles to prevent sand, mud, concrete wash and other related materials from being deposited in the road right-of-way.

(4) *Construction site supervisor.* A construction site supervisor must be present whenever deliveries occur to the project site to ensure that vehicles do not unreasonably obstruct vehicular traffic. Delivery of material that obstructs a roadway shall be limited to one vehicle at a time. As described in section (1) below, the owner and contractor are responsible for any damage to property. If the normal flow of traffic is interrupted, the owner or contractor must supply a flagman to safely route traffic.

(5) *Off-site parking.* All off-site parking must be in compliance with the following:

- a. Compliance with the construction site management plan.
- b. There is no off-site parking allowed within Southport other than as described in subsection (1) above. If there is insufficient parking then the contractor may need to shuttle workers to the site from outside Southport.
- c. If the ARB permits parking on the unpaved portion of the road right-of-way of an unimproved lot or on an improved lot with the lot owner's prior written consent, such lot(s) shall be used for parking only; there shall be no storage of materials, trailers or construction equipment on such lot(s); and such lot(s) shall remain free of debris and trash.

(f) *Material storage.* Material associated with the project site, including equipment, shall be neatly stored on the site (within the fenced area when applicable). The storage of materials shall not obstruct access to the structure under construction or create a public safety hazard. All loading or unloading of materials and/or equipment is limited to the construction site and the road right-of-way directly in front of the construction site.

(g) *Construction fencing.* New construction, a large renovation and a project site which requires clearing, grading, stockpiling of materials, demolition, or construction shall have a construction fence.

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- (1) The fence shall be a six-foot chain link fence with a green or black fabric.
- (2) The fence shall remain in place, upright and in good repair, throughout the period of construction activity and shall be removed when construction is completed.
- (3) The fence shall be installed along the side and rear lot lines (and along one of the two front yards of corner lots).
- (4) Fencing may be removed upon final grading and landscaping of the site.
- (5) Exception from six-foot height requirement. Where a construction fence is required and the property line is located on the water, that portion of the construction fence along the water may be reduced to three feet in height within the required yard along the waterfront. A 42" high mesh silt fence is required at the drip-lines of any existing trees or vegetation to be preserved.
- (6) Installation. Installation of a construction fence shall occur prior to any construction activity or material deliveries. The fence shall not be placed so as to create a public safety hazard. The project site shall be enclosed by a fence with a fence gate no more than 15 feet wide that shall be locked during non-working hours.
- (7) If the foregoing fencing requirements do not apply to a project or the ARB grants a waiver to the foregoing fencing requirements, the ARB shall require either a four-foot or a six-foot chain link fence with a green or black fabric around exposed pool areas, demolition areas and any other areas where a child or person could get injured.

(h) *Signs.* In addition to the document box for permits and plans required by Collier County, a 12-inch by 18-inch sign shall be posted by the contractor on the project site in the location approved on the construction site management plan which is readable from the street. The sign shall have a document box containing a set of plans, and the name and phone number of the general contractor and the name and cell phone number of the job site superintendent for the general contractor (see Addendum A for sample). This sign shall be maintained in a readable condition until completion of construction. No other signs, including any painting on buildings or equipment, are permitted on the project site.

(i) *Site cleanliness.* The owner or contractor shall have the entire construction site clean and free of debris and litter at all times. "Clean" for purposes of these rules and regulations means, without limitation, removal and placement into a dumpster of scrap lumber, concrete remnants and roof tile from the project site. The project site shall be free of all loose debris such as cans, metal, plastic and paper. The roadways adjacent to project sites shall be cleared of dirt and debris at the end of each day. No dumping of debris is permitted on other lots or preserve areas and any debris from the project site that migrates to any other lots or preserve areas shall be removed immediately. No dumping, burying or burning is permitted in Southport. If the construction site is not maintained as required, the ARB or the Board may hire a vendor to clean the site and charge the owner and the contractor for the costs incurred.

(j) *Temporary trailers.* Except as otherwise permitted by the ARB, temporary trailers are not permitted unless they are stored in a closed garage on the project site.

(k) *Chemical toilets.* Chemical toilets shall be located inside the project fence and accessible for servicing. The chemical toilets shall be serviced on at least a weekly basis and kept clean and free from odor. The contractor shall locate the chemical toilet facing towards the rear of the project site and no further than 15 feet from the structure under construction except where another location has been authorized by the ARB due to the size of the lot and ease of access to the chemical toilet.

(l) *Damage to Property.* Damage to the entrance, entrance gate, street lamps/poles, signs, mailboxes, streets, pavers, gutters, catch basins, or any other association property as a result of the construction shall be replaced and restored at the contractor's expense to its original condition. The ARB or the Board may require the owner and the contractor to cover sand or top dress the street surface near the project site with plywood, tarping and/or sand to protect the street. The cost and cleanup of these materials are the responsibility of the owner and the contractor. Damage to any neighbor's landscaping, irrigation system

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or other property as a result of the construction shall be replaced and restored at the contractor's expense to its original condition. If any of the forgoing damage is not remedied as required, the Board reserves the right to hire other contractors to remedy such damage and to bill the owner and the contractor for the costs (which shall become a lien on the owner's property if not paid), deduct costs from the deposit and/or the Board may require construction to stop until such damage is remedied.

(m) *Water and Electricity.* Water and/or electricity shall not be drawn from a neighboring property without the prior written consent of the owner of such property, which consent must be kept on the project site for inspection by the ARB, the Board and security personnel.

(n) *Dumpsters.* Construction site dumpsters shall be located inside the fence. Where a perimeter fence of the lot is not required, the dumpster shall be located on the project site and a screening wall or fence must be erected to hide the dumpster from view of the street. The dumpster shall be emptied in a timely fashion so there is no overflow of debris or litter. When dumpsters are changed out both dumpsters shall be placed only on the project site and no dumpsters shall be placed on the street. The dumpster shall be removed from the site as soon as it is no longer needed.

(o) *Construction-related traffic control.* No contractor, owner, vehicle operator or any person associated with the project site shall impede or obstruct the road right-of-way; or park, load, unload, or carry on any related activity on the road right-of-way, except for the limited exception for unloading in subsection (e)(1). If the normal flow of traffic is interrupted, the owner or contractor must supply a flagman to safely route traffic. These are safety issues and may result in a \$100 fine for each violation that will be deducted from the construction deposit. Violations also may result in the vehicle being towed at the vehicle owner's expense and/or the vendor or contractor being prohibited from entering Southport.

(p) *Construction vibration monitoring.* Depending upon the scope of the project, the ARB or the Board may require the owner or the contractor to retain a qualified, licensed, insured consulting engineer to continuously monitor project construction activities that could damage nearby properties. In such cases, the owner or the contractor shall send notices to the nearby property owners and the Southport management company to alert them of the project and the potential for vibration damage to their property. Such notice may request permission for the placement of monitoring devices on their property. In addition, the notice shall request permission to verify any cosmetic cracking or damage of the interior or exterior of the nearby property in order to establish baseline inspection means that the contractor will use to monitor vibrations on the project site according to accepted industry standards. If any damage occurs to nearby properties caused by vibration during the project, the owner and the contractor are responsible for all damage and payment of all costs to repair the damage and resolve damage claims.

(q) *Requirements during weather emergency.* It is the responsibility of the owner and contractor to have removed construction materials from the project site or secured construction materials at the project site at least 48 hours prior to the predicted landfall of a tropical storm or hurricane until the time set forth in subsection (8) below.

(1) *Applicability.* At least 48 hours prior to the predicted landfall of a tropical storm or hurricane for any portion of Collier County Florida, as determined by the National Weather Service, National Hurricane Center or appropriate weather agency; or upon order of Collier County in anticipation of a storm emergency; all construction materials, including roof tiles, on all project sites shall be secured and stored onsite in a safe manner or removed so that no material can become a safety hazard with hurricane or tropical storm force winds.

(2) *Notice.* Media broadcasts or notices issued by the National Weather Service or National Hurricane Center of an approaching tropical storm or a hurricane are hereby deemed notice to the owner or contractor. The owner and contractor are responsible for the project site by securing on-site or removing from the site any construction materials or debris to protect against the effect of hurricane or tropical storm force winds. The owner and the contractor shall monitor the National Weather Service and the National Hurricane Center for weather emergencies.

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(3) *Inspection.* A pre-storm inspection may be required for all active construction sites involving exterior work and/or exterior storage of materials. The owner and contractor shall be responsible for insuring that the construction site has passed any required inspection prior to the issuance of a tropical storm warning or hurricane warning. The owner and the contractor shall be available by phone until the site has passed any required pre-storm inspection. Failure to properly secure a job site and pass inspection will be considered a violation. The Association may recover as costs of repairs or compliance, the costs associated with securing job sites that have not complied with this section in addition to any fines. And such costs are the responsibility of the owner and the contractor and may be deducted from the construction deposit.

(4) *Materials stockpiled on site.* Materials stockpiled on any construction site shall be handled as follows:

- a. Band construction materials together and fasten them to the structure in such a manner to prevent the material from becoming airborne during a tropical storm or hurricane; or
- b. Remove construction materials from the top of the structure and secure them to the ground; or
- c. Remove construction materials from the project site; or
- d. Store construction materials inside a structure if said structure is secure from tropical or hurricane force wind loads.

(5) *Dumpsters.* The contents of construction site dumpsters must be removed or weighted and secured with rope, mesh or other durable, wind-resistant material.

(6) *Toilets.* Portable toilets shall be secured to the structure, dumpster or emptied and laid horizontal and secured to the ground.

(7) *Building and Roofing Materials.* During the National Weather Service designated hurricane season, building or roofing materials shall not be loaded on a roof earlier than ten working days prior to the permanent installation of the materials.

(8) *Material capable of becoming airborne.* Construction materials, debris or any material capable of becoming airborne shall remain secured and stored on the project site or shall be removed from the project site until the National Weather Service, National Hurricane Center, or Collier County through local action has removed all persons of Collier County from those areas included in a tropical storm warning or hurricane warning. Contractors shall not resume construction on any construction site until the site is brought into compliance with the construction site management plan.

(9) *Other laws and procedures.* The owner and contractor shall comply with all federal, state and local ordinances, laws and procedures governing tropical storms and hurricanes. The Board and the ARB reserve the right to impose additional precautions and protection measures and any and all expenses incurred shall be the responsibility of the owner and contractor and may be charged against the security deposit.

IX. Enforcement and Penalties

- Any member of the ARB or the Board may enforce these rules and regulations, the Covenants and the Bylaws.
- Any person or company violating these rules and regulations, the Covenants or the Bylaws may be denied admission to Southport.
- Any vehicle parked in violation of the rules and regulations, the Covenants or the Bylaws may be towed at the vehicle owner's expense.
- Violation of any rule or regulation, Covenant or Bylaw can result in a \$100 fine per occurrence, and \$100 for each additional day the rule or regulation, Covenant or Bylaw is broken.
- In addition to Charges and recovery of damages from the construction deposit and otherwise, the ARB and the Board shall have the right to impose any and all other remedies available to the ARB and the

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Board, including the right to require all construction to cease at a project site until the ARB and the Board determine that the project site, the owner, the general contractor and all other contractors are in compliance with all of these rules and regulations, the Covenants and the Bylaws.

These rules and regulations may be amended from time to time and, upon notice to required parties, shall be applicable and binding as amended.

For questions or clarification contact the chairperson of the ARB.

Southport On The Bay Construction Packet Construction Agreement

Re: Southport on the Bay Rules and Regulations; Restated Bylaws; and Restated Declaration of Covenants, Conditions and Restrictions

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 requirements contained in the documents referenced above could subject me to the enforcement provisions set forth in those documents.
3. As the owner of the property under construction I recognize my responsibility for the actions of my General Contractor and all of the contractors working on the project site.

Owner Signature	Date	Contractor Signature	Date
Owner Signature	Date	Contractor License # _____	

This completed form should be sent to the Southport management company¹ along with the construction deposit.

This section to be completed by ARB or the Southport management company.

Construction Deposit Receipt:

The receipt of the construction deposit is acknowledged in the amount of \$ _____

Date _____ By _____

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:

Chairperson of the ARB	Date
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¹ The Southport management company is currently:
Sandcastle Community Management
9150 Galleria Court, Suite 201 (2nd Floor)
Naples, Florida 34109
Phone: 239-596-7200

Southport On The Bay Construction Packet ADDENDUM A

Construction Site Management Plan (Sample Plan)

