

# **GULF TO BAY COOPERATIVE A RESIDENT OWNED COMMUNITY**

## **RULES AND REGULATIONS AS REVISED ON APRIL 11, 2022**

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the members and renters of Gulf to Bay Cooperative and to improve and maintain the appearance and reputation of the park. These Rules and Regulations shall govern all members, renters and guests.

Members must be mindful of the fact that GTB is a cooperative and that all members share the land and facilities with others. Members should also be mindful of the fact that all board members and committee members are volunteers and they are expected to be treated with courtesy and respect.

- **DEFINITIONS**

Cooperative/Corporation: The Gulf to Bay Cooperative, a Resident Owned Senior Community that is managed by a Board of Directors, also referred herein as GTB.

Members: An owner of a Membership Certificate and holder of a Proprietary Lease.

Park: All property within Gulf to Bay Cooperative.

Renter: One who rents from member.

Resident: Anyone living in the Gulf to Bay Park either as a member or renter.

Guest: Any person who is visiting a member or a renter.

- **ACCEPTANCE**

Acceptance as a member or renter, in occupancy is limited to adults only, one of whom must be 55 years of age or older and all of whom must be 45 years of age or older. Individuals under 45 years of age may stay at a member's unit for a period of time not exceeding 15 consecutive days or a total of 30 days per year and are considered guests. Excluding family members, Members and renters must be in occupancy, staying in the park, when they have guests.

- **THE MOBILE HOME SITE**

The member is responsible for the overall appearance of the home site which must be kept neat and clean. The member is responsible for their electric and water connections from their home to the meters including protection from damage due to freezing. The member should check outside water faucets for leakage. Water charges are calculated quarterly based on metered usage for each unit at the current rate and billed quarterly to the member.

Public water facilities provided by the park (rest rooms, beach showers, fish dock, etc.) must be used with conservation and cost in mind.

Recycling is encouraged within the park. Deposit all recyclable material in the proper bins provided. All trash and garbage containers are to be left at the curbside the morning of the pickup and in accordance with Charlotte County regulations. Yard waste, leaves, grass clippings, etc. must be in a container or biodegradable bags. Burning of trash, leaves or other material is prohibited. In case of accidents or fire to the resident's property, members are responsible and liable for costs of clean up and repair of the home site and premises.

Fences are not permitted around or between the homes. Trees may be planted with approval from the Board of Directors. An application, with a full description must be submitted to the

Board for approval. The trees become the property of the park.

- **THE MOBILE HOME**

The words “HOME” and “MOBILE HOME” as used throughout this context, designate those residences generally known in the trade as Manufactured Mobile Homes and also, in the park’s particular case, those 8 feet wide travel trailers.

There must be no change in the outside appearance of the home site without first obtaining approval of the Board. This includes, but is not limited to, additions and changes of color to the home, sheds, carport, planters, steps, exterior porch, driveway and walks. Approval of the Board is not necessary when painting the home, the same color or when replacing windows with similar ones. The member must submit a completed work request form including an additional clear and accurate written/drawn plan with measurements which accurately describes the proposed changes. Signatures from adjacent property owners should be obtained when possible. The work request form is informational only and does not carry veto rights of neighbors. **Changes must not be initiated before the Board has granted approval. For emergency repairs, the president should be notified.**

Any member who changes the outside appearance of their unit without obtaining Board approval or who does not comply with the approved plan will be required to remove the violation if the Board so rules. The member may be fined \$100.00 a day not to exceed \$1,000.00 under Florida law. The necessary governmental permits to make any changes are the responsibility of the member.

**ALL HOMES MUST:**

- Be blocked and tied down and comply with all application regulations.
- Be washed or painted when reasonably required in the discretion of the Board of Directors.
- Have skirting on underside of permanent mobile home or trailer as approved by the Board of Directors.
- Home accessories are to look professional and designed to conform to the home. Only board approved sheds allowed. In the event that a member wants to modify or add a shed, a work application form must be completed and approved by the board. No construction of a shed shall begin until the work application is completed and approved by the Board. Members may be fined and/or asked to remove an unapproved shed.
- Members who do not maintain their homes/site to standards acceptable to the Board of Directors will receive a written notice of deficiency and given 30 days to make appropriate corrections. If the deficiency is not corrected within 30 days, the Board of Directors may have it corrected and bill the member for expenses/fines incurred.
- Each resident must be adequately insured for public liability and property damage.
- OUTSIDE signs by owners (Including “For Sale” and “For Rent”) are not allowed on their site but placed on county property along the side of the road. INSIDE the unit window (“For Sale/For Rent”) signs are allowed but cannot exceed 8.5 inches by 11 inches.

- **SELLING**

Members who sell or rent their unit must do so only to qualified individual(s) who conform to the requirements of:

- The Bylaws, Rules and Regulations of the Cooperative
- The Master Form Property Lease
- Florida Statutes

The Cooperative or the member must sell and transfer the membership certificate according to the terms, conditions, rules, and regulations currently in effect at time of sale.

**The Board of Directors must be given a 30-day written notice of any intent to sell or transfer a membership certificate. Directors shall interview prospective owners prior to the sale or transfer as a way to welcome and answer any questions they may have about the park.**

- **NO PETS ARE ALLOWED IN THE PARK**

**Gulf To Bay Co-op is not a pet friendly park.**

**Regarding Emotional Support Animals (ESA's), before any person (including members, guests and renters) is allowed to enter Park property, they must properly and fully complete all of the necessary ESA requirements and paperwork, agree (by signature) to the Park's separate list of rules and regulations for having and controlling an ESA on Park property and receive written approval from the Board of Directors.**

- **RENTING**

Homes purchased after May 1, 2022 shall not be rented during the thirty-six (36) month period following the date of acquisition of the home.

Members must rent their units for **no less than 1 month**. Members must complete the renter application form 30 days prior to renting their unit. Members are responsible for providing their renters with a copy of the Renters Rules and Regulations and parking pass which are located in the office. Members are responsible for making sure their renters know and obey the rules and regulations.

Members are responsible for advising their renters that Gulf to Bay Co-op is not a pet friendly park and that the Park has separate specific rules and regulations for having and controlling an ESA (see Section VI).

Renters must not sublet their homes or lots. **Overnight guests of co-op renters must be registered at the office.** If the office is closed, renters must call the office (941-474-4841) and leave a voicemail and then register at the office as soon as it reopens.

- **GUESTS AND CHILDREN**

Residents are responsible for their guests' actions and they must ensure that the guests comply with all rules and regulations. Members shall be held responsible for damages caused by their guests and/or children to private or park property. Excluding family members, residents must be staying in the park when they have day guests. Overnight guests may stay as guests not to exceed 15 consecutive days or a total of 30 days per year. **All members must register guests who stay in the park exceeding 24 hours.**

Children's toys and equipment must not be left outdoors where they might cause inconvenience or injury to others and may be unsightly. Visiting children are not permitted to ride bicycles, to roller blade, drive golf carts, or use skateboards on the park streets unless accompanied by parent or guardian for their own safety and safety of our members. Children under 14 years of age are

not permitted in the recreation hall, pavilion, docks and fishing piers unless accompanied by an adult. **Absolutely no jumping off the docks or swimming at the bayside seawall for their safety and due to insurance liability.**

- **GROUND MAINTENANCE**

Lawn mowing is performed by a contracted service. Members are responsible for trimming around planters and flowerbeds adjacent to their unit as well as their care and maintenance. Southwest Florida Water Management District restricts lawn watering.

Residents shall not store more than 2 beach chairs per unit at the tiki. Owners who leave for the season must remove all items left at the tiki. Any item remaining after June 1 and not identified with unit numbers will be discarded.

- **RECREATION FACILITIES**

All buildings, docks, equipment and other recreational facilities are to be used at the residents and guests' own risk. Recreation hall hours are from 8:00 a.m. to 11:00 p.m. Hours may be extended for special events or parties with the approval of the Board of Directors. Anyone using the park facilities shall leave them in a neat, clean and orderly condition when he/she is finished. Any residents using the recreation hall facilities are responsible for setup and cleanup and must make reservations in advance with the Recreation Council. Any charges involved for cleanup or repair of damage shall be billed to the resident in whose name the reservation was made. The Cooperative is not responsible for supplies or equipment left in the recreation hall for private use by a resident. No personal property should be stored in the recreation hall without prior approval of the Recreation Council. Rules posted at the pavilion must be followed. Tabletop grills, electric fry pans, crock pots, etc., are not allowed on any Gulf to Bay outside tables. The Cooperative shall not be liable for accident or injury to life or property through the residents'/guests' use of recreational facilities. Residents are responsible for damages to the facilities by their families and guests.

**Smoking is prohibited in all GTB buildings. Smoking is also prohibited at the tiki, pavilion and courtyard during GTB events. Smokers are asked to please be mindful and courteous to others in the park.**

Florida statutes govern rules for bingo.

- **DOCK FACILITIES**

Gulf to Bay boat slips are for the use of members and guests at their own risk. Boats are to be kept in the water or in off park storage between November 1 and April 30. Trailers must be stored in off park storage during these months. The Board of Directors must approve exceptions. Boats may be stored on a member's site between May 1 and November 1. Arrangements with another member to store a boat on his/her site is allowed. The Board of Directors appoints the Dock Master. A list of boat slips is located in the office. Slip holders who do not have a boat registered in their name before September 1, 2022 must return their slip to the park to be rented to those on the waiting list. All boats in slips at GTB must be properly registered and insured. You must provide a copy of these items for the GTB files annually. Boat slips are not transferable. Those people who wish to remain on the dock waiting list must provide their request in writing by September 1<sup>st</sup> each year stating their desire to remain on the list. Remaining slips will be rented on a first come basis. **No member may rent more than one slip if there is a waiting list.** Members renting slips may ask to be put on the waiting list for a more desirable slip. Boat slip rentals are not transferable upon sale of their unit.

Golf carts are not allowed within three (3) feet of the seawall.

The member's name will be added to a boat slip waiting list upon the receipt of a dated written request. When a boat slip is available, it will be assigned according to the date of request. The assigned slip will remain with the member as long as the rental fee is kept current.

Each dock user must secure his/her boat in such a manner as to avoid damage to the dock and adjacent boats without anchoring or attaching anything to the seawall. Docks must be kept clear of objects that might be considered a safety hazard. Except for day visits, boat slips are to be used only by residents of Gulf to Bay. Minor boat or trailer maintenance may be performed on owner's site for up to 5 days.

**KAYAK STORAGE ON RACKS:** Unit numbers must be on your kayak for identification. There is a yearly rental charge for storage. Kayaks must be returned to the rack and properly secured. There is a waiting list in the office. Priority for renting kayak storage will be given to those renting the prior year. Assigned storage spaces will remain with the member as long as the rental fee is kept current. Remaining spaces shall be rented on a first come basis. Those people who wish to remain on the kayak storage waiting list must provide their request in writing by September 1<sup>st</sup> each year stating their desire to remain on the list.

- **LAUNDRY**

Two laundries are located within the park and are available to all residents. Please comply with rules as posted therein. All outside drying of laundry must be done on the lines provided next to the laundry.

- **VEHICLES, TRAFFIC AND PARKING**

----- This section restored May 23, 2024 ( omitted during revision )

GENERAL INFORMATION

For everyone's safety, the speed limit in the park is 10 miles per hour. Pedestrians have the right of way, followed by cyclists.

Minor repairs and car washing is permitted at the resident's site only.

Commercial type vehicles owned by a resident are not allowed.

Unlicensed and/or inoperative automobiles are not permitted.

Moped owned by members are permitted, but their operation is restricted to the member only and their use on park streets is limited to riding the moped from the members unit directly to Beach Road.

Motorcycles are not permitted due to noise and parking.

Member owned recreational vehicles (motor homes, travel trailers, etc. are permitted for loading and unloading at the member's unit (3 day limit).

Class B camping vans which are used for daily use are allowed if they do not interfere with vehicular traffic in the park.

Operation of golf carts is limited to adults only for safety of our members.

**MEMBER, RESIDENT AND RENTER PARKING**

- More than one vehicle is allowed per unit if sufficient parking space is available. Residents are to park on their site as far off the streets as possible.
- Members are permitted to park their vehicles on another resident's site with their permission. In case of conflict, written proof of permission must be filed with the Board and kept in the office.
- Unattended parking on the grass in common areas of the bay front and tiki is not permitted.
- Resident parking in designated guest parking sites require a permitted parking pass (next to laundry on Bayo St). See office for permit.

- Violators will be towed at their expense (see towing policy).
- Resident parking on vacant Co-op owned sites is not allowed.
- Residents are not allowed to park in such a manner that would impede traffic flow. Violators will be towed at their expense (see towing policy).

### A WORD OF CAUTION

If your vehicle blocks the path of an emergency vehicle (fire or ambulance) from getting to the scene of an emergency, a liability lawsuit may be filed against you. Consider this fact when you park your car.

### GUEST PARKING

The residents are responsible to ensure that their guest(s) abide by the following guest parking rules. Guests should park in the order shown:

- At resident's site.
- At a neighbor's or friend's site with written approval.
- At a designated guest/short term permitted parking site (next to laundry on Bayo St).
- Along Beach Road on the county right of way.

As a convenience for guests, residents may reserve and park their vehicle in a designated guest-parking site, only if their guest is using their site. Guests traveling with campers (motor home, travel trailer, boats, etc.) are not permitted to enter the park.

### SPECIAL EVENT PARKING

During special events (carnival, flea market, bingo, Corn Hole tournaments, etc.) residents and their guests are expected to park at their own site or at the following sites in the order shown:

- A neighbor's or friends (with approval).
- In any open designated guest/short term permitted parking site with approval
- On any vacant co-op sites.
- Along beach road on the county right of way.

### GULF TO BAY TOWING POLICY

If your vehicle is parked so as to block or impede the traffic flow or is parked in an unauthorized site, the Board of Directors has the right to have such vehicles towed away at the owner/operator's expense (Florida Statutes Section 715.07). Residents are responsible for the action of their guests. Neither the Cooperative nor the Board of Directors will be held liable for any expenses related to towing or for any damage to the vehicle towed. Please make sure your GTB sticker or parking pass is displayed in the front window of your vehicle.

The Board of Directors reserves the right to restrict the entrance of any vehicle to Gulf to Bay which the Board deems to be detrimental to the interest of the co-operative and/or its residents.

- **SOLICITING**  
Soliciting within the park is not allowed.
- **MISCELLANEOUS**

Please keep the volume of televisions, radios, stereos, etc. low so as not to disturb your neighbors. Quiet hours are 11:00 p.m. to 8:00 a.m.

No power machines/tools are to be used or construction performed before 8:00 a.m. or after 6:00 p.m. Contractors are to be notified of these requirements when work is arranged. Power tools in the maintenance garage will be limited to park related projects and not for personal use.

Exceptions are grinder, air compressor, small bench tools and ladders. Residents who damage equipment are responsible to repair or replace.

Do not store personal items in the maintenance garage. Leftover used building materials must not be stored in the garage. Only empty gas containers that are clearly marked with a unit number are allowed in the garage.

Please participate in the Neighborhood Watch Program to help ensure security in our park. Complaints and conflicts should be mutually resolved among members. If unable to resolve, complaints are to be **submitted and signed in writing** to the Board of Directors.

All requests for board approval/action must be submitted in writing. The board requires a minimum of 2 weeks to review the request and to consider it for the agenda.

Members who have requests requiring board approval should be mindful of the fact that there are no regularly scheduled board meetings during the months of May through October. April is the last regularly scheduled board meeting of each "season" and the last opportunity for members to receive approval for summer projects, unless an emergency arises.

- **EVICTION**

Refer to the Proprietary Lease in members' prospectus, paragraph 29, "Termination of Lease by Corporation".

- **RESPONSIBILITY AND LIABILITY**

Late payments for HOA fees will be charged as follows:

- Five days late - \$10.00
- Ten days late - \$25.00
- Fifteen days late - \$50.00

A resident member or guest may be fined for any violation of the Rules and Regulations not previously provided herein up to the maximum amount allowed pursuant to Florida Law.

Each member must supply the office with the name and phone number of an emergency contact person. Please fill out appropriate form supplied by the office.

Members are responsible for keeping informed of notices posted by the Board of Directors.

All persons who enter or live in the park do so at their own risk and hereby agree to release and hold harmless the Co-operative from all liability or responsibility pertaining to loss by accident, property damage, fire, theft or any other cause whatsoever, whether by automobiles, other vehicles or otherwise, regardless of the location of such happening on the Gulf to Bay

Cooperative property. Residents are responsible for complying with all applicable laws, ordinances and regulations of the City, County and State.

If any provision of these Rules and Regulations is in conflict with any law of any jurisdiction in which the park is located, the law will have precedence, and shall apply. However, all other provisions of these Rules and Regulations will continue in full force and effect.

- **CHANGING OF THE RULES**

After a duly noticed meeting (not less than 14 days), these Rules and Regulations may be revised or

Amended by a majority vote of the Directors. A 14-day written notice is required before a change to the rules takes effect. In case of emergency, the notice requirement may be waived (Florida State Chapter 723.037).

- **COMPLIANCE**

**Breach of a rule shall be default under this lease (Proprietary Lease paragraph 14). The Board of Directors reserves the right to terminate the tenancy of any resident for disregard of park rules and regulations (Proprietary Lease paragraph 29, F).**