



Captiva Cove Homeowners Association



Captiva Cove Homeowners Guidelines

1. According to the amended Covenants dated 27 May 2015.
2. Precepts not in Covenants but added to enhance and/or clarify what is in the Covenants.

VEHICLES AND BOATS: No commercial vehicles or autos, construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a garage. No travel trailers or recreational vehicles shall be used as a permanent residence while parked on any lot in the subdivision nor used as a temporary or permanent residence while parked on any street in the subdivision. No house trailers shall be permitted to remain within the limits of this subdivision. Travel trailers, recreational vehicles, boats and boats on trailers may not be parked permanently on any lot in the subdivision. Commercial autos and small trucks are allowed with limited company logos and advertisements. No cargo vans, large trucks, or trailers are allowed to remain parked on any lot. The parking lot is designed for two cars for each 2-story unit and one car for each 1-story unit. Do not block garages of other units. If possible, limit cars that you park in the parking lot during Holiday weekends.

REFUSE: No garbage, rubbish, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), junk or other waste shall be thrown, or permitted to remain upon any lot. All garbage shall be kept in sanitary containers and said containers shall be hidden from view except on collection days. Trash pick-up is on Tuesday and Friday. Recyclables are picked up on Friday. Only trash in the trash containers will be picked-up. Place containers with the open edge facing the road. Trash containers can be placed at the roadside the day before and must be retrieved the day of pick-up. Bulk trash pick-up is Wednesdays. Place bulk trash at the road in front of your Unit. The amount of bulk trash must be able to be placed in the bed of a standard pick-up truck. If more, then split into smaller piles spaced 20 feet apart. Wood, branches, long items must not be longer than 6 feet.

PETS AND ANIMALS: No person or guest shall have, keep or maintain on any lot as defined herein any fowl or animal, domestic or otherwise, except two (2) domestic house pets. Such animals shall not be permitted to trespass upon another lot without the consent of such lot Owner. Such animals must be on a leash at all times when not confined. Violation of this requirement shall cause the imposition of such fine as the Board of Directors shall judge reasonable and shall be added to the assessment of the lot where the animal is usually kept. No dog or any other house pet shall be permitted to deposit waste on another lot or upon areas held for common parking or usage unless the Owner promptly disposes of the dog's waste properly. No Owner is to regularly feed wild animals or ducks so as to encourage the proximity of such animals or ducks.

NOXIOUS OR OFFENSIVE ACTIVITIES: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In addition, no noises are to be created on any lot which would offend a person of ordinary sensibilities. "Quiet Hours" are as follows: Before 8am Monday through Friday and after 9am on Saturday and Sunday and after 10pm Sunday through Thursday nights and after 10:30pm on Friday and Saturday.(as amended dated 8 July 2020) The area from the deck to the water is the property of each unit. When going to the dock from the back deck, go directly to the water then proceed to the dock along the water's edge. Keep decks clean and free of clutter.

FUEL TANKS: No fuel tanks of any kind shall be erected, place or permitted on any part of any lot, except small gas tanks for the operation of a barbecue grill.

LOT APPEARANCE: The Owner of each unit shall keep their lot free of trash and rubbish and shall at all times keep lot in a neat and attractive condition. In the event the Owner of any lot fails to comply, Association, shall, after giving written notice to the property Owner, have the right, but not the obligation, to go upon such lot and adjacent area and remove the rubbish and any unsightly or undesirable things and objects there from, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain or to place the property and adjacent area in a neat and attractive condition, all at the expense of the Owner of such lot. The expense shall be payable by such Owner to the Association on demand.

LANDSCAPING: Natural landscaping shall be encouraged and maintained. It shall be the goal of the Association in the approval of any landscaping plan, to preserve all existing trees where possible. All requests for approval of tree removal or changes in landscaping shall be submitted to the Association along with a plan showing generally the location of such tree(s). Tree removal requests must be accompanied by a Cinco Bayou Township approval letter. In reviewing building plans the Association shall take into account the natural landscape such as trees, shrubs and palmettos and encourage the Owner to incorporate them into this landscaping plan. Unit Owners are responsible for maintaining the area in front of their Unit, between the garages and the area between garage and house. If Owner planted scrubs along their deck other than Indian Hawthorns, the Owner is responsible for maintaining those scrubs.

ANTENNAS: No aerial masts, towers, or antennas shall be placed or erected or affixed in any manner to the exterior of any dwelling or structure. Approval MUST be obtained as to the proposed plans, specifications, location, construction materials and design, harmony of the design, necessity of screen planting, and any other action that might affect the desirability of the proposed structure. Said approval is subject to the restrictions contained within the applicable building codes.

LIGHTING: No lighting shall be permitted which alters the residential character of the Property. No lighting of outdoor activity areas, to include underwater lighting, shall be permitted without the approval of Association.

RECONSTRUCTION OR RENOVATIONS: An Owner of a lot may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior appearance of their dwelling, including driveways and parking areas and including the installation of window air conditioners, nor make any additions to the exterior of their dwelling or to the boat dock without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or better quality as originally installed as part of the construction.

CONDITION OF UNIT: Each Owner of a lot covenants and agrees to keep the exterior of their unit and other outside improvements located on their property in a neat, orderly and clean condition. Owner further covenants that they shall make no changes or additions to the exterior of unit which affects the structure, design or color except as provided herein.

COMPLY WITH REGULATIONS: All units and lots shall be maintained in good repair and kept clean and sanitary at all times. No nuisance or violation of any rules or regulations of the State Board of Health or any professional organization or governmental agency shall be permitted. In addition, the Association may, after notice, pass other and addition regulations applicable to use of the property.

ODORS AND VAPORS: No odors or vapors shall be permitted or caused to emanate from any unit, nor offensive conduct be carried on in the Development.

NO TRANSIENT RENTALS: The leasing of units within Captiva Cove is allowed, within certain exception. Transient rentals, such as VRBO and Airbnb, subleases and/or short term leases, less than 1 year, are not allowed. All leases of units within this property, shall be deemed to include by reference, this declaration, as if he/she or they were Owners (i.e., tenants cannot sublease the unit, or any part thereof, they are leasing). A copy of any lease executed between the Owner and leasee must be given to the Board of Directors at the time of execution for approval. (as amended dated 8 July 2020)

BOAT DOCK: In no event shall the exclusive right to use boat slips be owned by or assigned to any person not a unit Owner. The use of the boat dock facility is restricted for non-commercial private use of the Owners, their household and guests. No trash, rubbish or unsightly material shall be allowed to accumulate on or about the boat dock facility or adjacent real property. No Owner shall board another Owners boat without prior permission. No fish cleaning will be allowed on dock unless a cleaning station is made available by the Association. No dead fish or fish parts shall be thrown into the water. Dock shall be sprayed off with water after fish cleaning or bait cutting. Bait and/or Crab traps are allowed, but only within the Owners assigned slip. Do not tamper with dock security or flag lights. Underwater lights for fishing are allowed at the end of the dock only, for short periods, and are not allowed to be left on overnight.

SEAWALL: The seawall was built after the original covenants were recorded; therefore, there's no rule in the covenants pertaining to the seawall. The seawall was not designed to handle mooring of watercrafts. Using the seawall for mooring of watercraft will damage the seawall and bring about premature repairs and/or replacement. The Association requests that no items be attached to the seawall and the seawall not to be used for mooring of watercrafts. Any items found attached to the seawall will be removed by the Association at the expense of the Unit that placed the items.