

**HOLIDAY MANOR COOPERATIVE, INC.  
1185 HENDERSON CREEK DRIVE  
NAPLES, FLORIDA 34114  
239-774-4474**

## **MISSION STATEMENT**

Holiday Manor is an active 55+ Co-Operative Community where friendship, participation and volunteerism are highly valued. Residents affect vision and direction of the Park with their ideas and comments. Opportunities are provided for educational and recreational activities while keeping the Park safe, secure, progressive, fiscally responsible and responsive in changing needs.

## **RULES AND REGULATIONS**

**BOARD APPROVED JANUARY 2017**

The purpose of these Rules and Regulations is to promote comfort, welfare and safety of residents at Holiday Manor Cooperative, (hereinafter called the Park) and to improve and maintain the appearance and reputation of the Park.

These rules have been established by the Board of Holiday Manor Cooperative, Incorporated, hereinafter called the “Corporation” owner of the Park, and may be changed from time to time to achieve this and other purposes.

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### ALSO ATTACHED:

CONSTRUCTION RULES

BEAUTIFICATION RULES

BOAT RULES

## **I. DEFINITIONS**

1. Corporation: “Corporation” means Holiday Manor Cooperative, Incorporated, the owner of the Park and Landlord to both Shareholders and Non-Shareholders.
2. Manager: Refers to the person designated by the Board of Directors of the Corporation to enforce the Rules and Regulations of the Park and to daily manage the Park.
3. Shareholder: “Shareholder” shall be the person or persons who qualify as a Shareholder pursuant to the Articles of Incorporation and By-Laws. Also referred to as a “Member”, “Tenant”, or “Lessee.
4. Non-Shareholder: “Non-shareholder” shall be the person or persons owning a mobile home or R.V. (recreational vehicle) and rents the site they occupy from the Corporation.
5. Renter: “Renter” shall mean an occupant of a mobile home or R.V. (recreational vehicle) in the Park who does not own the unit they occupy.
6. Resident or Live-In Caregiver: A Board approved Resident Live-In Caregiver is a Non-Shareholder who resides with a handicapped Shareholder or Non-Shareholder and is necessary to provide a reasonable accommodation to such handicapped Shareholder or Non-Shareholder who is unable to reside independently. Resident Live-In Caregivers must comply with all the Rules regarding Qualifications for Residency and Guest on page 15. When the resident no longer resides in Holiday Manor, approval for the Resident Live-In Caregiver is voided.
7. Recreational Vehicle: Holiday Manor Co-op Inc. considers a recreational vehicle (R.V.) to be a vehicle with living space that includes a kitchen, bathroom, and bedroom.
8. Tow Dolly – A small, 2-wheeled dolly designed to carry either 2 front, or 2 rear wheels of a vehicle while the other 2 wheels remain on the roadway surface.
9. Transient Renter: “Transient Renter” shall be the person or persons who bring an R.V. (recreational vehicle) into the Park and rents a site from the Corporation or Shareholder and at the end of the rented time, leaves the Park with their unit.
10. Guest: “Guest” is any person who is not a resident member or a sublessee, who occupies the unit on a temporary basis at the invitation of the resident member or sublessee, without payment.

11. Park: “Park or “Village” shall mean Holiday Manor Cooperative.
12. Board: “Board” shall mean the Board of Directors of the Cooperation.

## **II. GENERAL PROVISIONS**

1. All Shareholders and Non-Shareholders must register at the Office on arrival.
2. All Shareholders, Non-Shareholders, and Renters must register their overnight guests at the Office. Registration is a requirement of Florida State Law.
3. If a Shareholder, Non-Shareholder, or Renter is away from the Park for seven (7) days, they are required to register both on leaving and re-entering the Park.
4. It is every Shareholder, Non-Shareholder, and Renter’s duty to make their guest (s), and lessees aware of traffic rules, and rules governing the Park. The Corporation holds each Shareholder, Non-Shareholder, and Renter responsible for his/her family members’, guests’ or lessees’ actions with regard to compliance with the rules. Owners are responsible for any damages, and charged occurring by their lessees or guests.
5. Public or private nuisance will not be tolerated. A public nuisance is a criminal wrong, an act of omission that obstructs, damages, or inconveniences the rights of the community. A private nuisance is a civil wrong. It is unreasonable, unwarranted, or unlawful use of one’s property in a manner that interferes with the enjoyment or use of another’s property without actual trespass, or physical invasion to the land. Needs Board Approval
6. The Corporation absolves itself from all liability pertaining to loss or injury by fire, failure of any utility, theft, accident or any other cause whatsoever.

## **III. AIR CONDITIONERS**

1. The new installation, or the replacement of a ground installed air and heating conditioner requires Collier County permit along with Construction Committee and Board approval prior to the installation. Setbacks of five (5) feet to the lot sides and ten (10) feet per Fire Code separation.
2. Owners shall remove, at their expense, any new air conditioner unit that violates the setback rules, or causes an obstruction to park utility lines.

#### **IV. AWNINGS, DOORS, SCREENS, WINDOWS, SKIRTING**

1. Replacement of existing doors, window, awnings, skirting, screens, acrylic or vinyl slider inside existing screen porches, lanais or rooms do not require prior approval, if they do not alter the exterior footprint of the mobile.
2. The new installation (did not previously exist) of glass windows or sliders shall require Collier County Permit, Construction, and Board approval prior to the installation.
3. All mobile homes must be skirted as approved by the Construction Committee and the Board. Approved skirting shall be the standard 3.5 inch metal slats, vinyl soffit material or vinyl latticework.

#### **V. BOUNDARIES**

1. For clarity purposes in the RV section of the Corporation, the boundary shall be driveway to driveway and there shall be a setback of not less than five (5) feet at the rear and on each side boundary. The front setback will also be not less than five (5) feet from the edge of the road when measured from the closest point on the structure, including steps.
2. No permanent structure can be located within these setback areas.
3. The five (5) feet setback boundary does not apply to lateral boundaries adjacent to the Common Areas.
4. In the Mobile Home section the lot boundary shall be halfway between the units excluding any additions, driveways, etc. There shall be a setback of no less than five (5) feet to the rear and a setback of not less than five (5) feet to the front when measured from the closest point of the structure, including steps, to the edge of the road.
5. All permanent RVs, Mobiles, and Park Models must maintain a five (5) feet setback and a separation of ten (10) feet between another's lot or structure to adhere to Fire Code Safety. Permanent units include but are not limited to: a. Units left in the Park year round. b. Units used as seasonal residence, hard wired, plumbed, and anchored.
6. No one should violate the privacy of others by trespassing on another's lot.
7. Existing boundaries shall not be altered and the HMCI Board of Directors nor any Officer is empowered to change such.

## **VI. CONCRETE**

1. Construction Committee and Board approval must be obtained before the pouring of any concrete or placing impervious pavers for driveways, patios, carports, porches, lanais, side-walks, or sheds.
2. RV Concrete pads shall not exceed thirty (30) feet wide (if lot size accommodates) and will be limited to allow five (5) feet of green space between unit areas. There shall be five (5) feet clearance on each back to back lot boundary creating ten (10) feet of easement for adequate work space to repair or replace main lines.
3. Concrete shall have a minimum thickness of three and one-half (3 1/2) inches. New concrete shall not be more than four (4) inches above mean ground level unless concrete is poured to the height of an existing slab which might exceed four (4) inches. An owner that removes an existing slab and/or driveway and pours a new concrete shall conform to the not more than four (4) inch above means ground level rule.
4. When an existing concrete slab or driveway is removed, the new concrete slab or driveway shall conform to the four (4) inch above mean ground level rule.
5. All concrete slabs or driveways MUST be troweled smooth or broom finished with edges seamed.
6. Impervious concrete pads shall not exceed a total of 25% of the square feet of the unit lot size, up to a maximum of 750 square feet.
7. To promote adequate soil drainage, pervious pavers are recommended for any requested expansion of driveways, patios, carports, or side-walks.
8. Strips of concrete, or any other materials for the purpose of parking including, but not limited to, vehicles, boats, trailers or any of the same, are prohibited.

## **VII. FENCES, WALLS**

1. No fences or walls shall be permitted.

## **VIII. GARBAGE**

1. All garbage must be bagged and kept in containers inside or out back until the days of garbage pick-up.
2. Garbage is picked up on Mondays and Thursdays.

3. Complete guidelines are available in the Office.

## **IX. HORTICULTURE**

The regulations governing the use of County landfill prohibits the mixing of horticulture with garbage or vice versa. The County imposes strict fines on violations and could revoke our right to use the landfill.

1. Horticulture is picked up on Wednesdays.
2. Horticulture and greenery must be packaged as follows or it will not be picked up.
3. Brush and Ornamental limbs:
  - 3.1 Not over 36 inches in length.
  - 3.2 Tied securely in bundles.
  - 3.3 Weigh not more than 35 pounds.
4. Tree limbs:
  - 4.1 Not over 36 inches in length.
  - 4.2 Weigh not more than 35 pounds.
5. Loose ornamental trimmings:
  - 5.1 Should be tied whenever possible.
  - 5.2 If not tied should be in trash container or paper bags.
  - 5.3 Plastic bags are prohibited.
6. Tree Removal:
  - 6.1 Trees are not to be removed without the approval of the Beautification Committee and the Corporation and must comply with Collier County Tree Removal Ordinance.
  - 6.2 Trees with a trunk larger than eight (8) inches in diameter are to be cut down by a licensed and insured Tree Service Company.
  - 6.3 Contact the Office for suggested companies.
  - 6.4 The Tree Service Company will be responsible for the complete removal of all wood brush, stumps, and debris.

## **X. INSTALLATION OF A NEW UNIT**

1. The installation of a new unit requires Construction Committee and Board approval prior to delivery.
2. The installer of the new unit, shall provide HMCI Construction Committee documentation verifying compliance with Collier County FEMA and Federal FEMA requirement. A copy

of the Collier County permit must be on file in the Office prior to the delivery of the new unit.

## **XI. MAINTENANCE FEES AND RENT**

1. All Shareholders will pay a monthly maintenance fee and any capital assessment fee as approved by the Shareholders.
2. All Non-Shareholders shall pay rent on a month to month basis.
3. Maintenance fees, capital assessments and payments are due and payable at the Office on the first day of each month.
4. Any payment not received by the fifth (5th) day of the month shall be deemed late and shall bear a late fee of \$1.00 per day until paid. A returned check is not considered payment and the late charge shall run until said check is redeemed in cash in the Office. The said late charge shall be computed from and including the second (2nd) day of the month through the date actually paid. All days including weekends and holidays are counted in making these computations.
5. Payments will be accepted at the Office during office hours, through the mail, sent to the current management company, placed in the designated locked box in the laundry room, or by Automatic Funds Transfer.
6. The Shareholder's maintenance fee shall be a proportionate share of the operating expenses and debt services of the Corporation as defined at the Annual Shareholder's Budget Meeting or a duly called Special Meeting of the Shareholders.
7. The Non-Shareholder's BASE RENT shall include use of the mobile home or R.V. site as a single family dwelling occupied by up to two (2) approved adult, tenants. The BASE RENT and FEES are posted in the Office.
8. Non-Shareholders and Tenants are subject to all Rules and Regulations.
9. Shareholder Maintenance fee and Non-Shareholder/tenant Base Fee shall include:
  - a). Sewage collection and water treatment services: City water for inside household use only. (3,000 gallons per month, plus 1,599 gallons per month per tenant above the basic two (2) people. This volume of water includes car and mobile, R.V. washings. For misuse of city water the following penalties may occur. First violation: a warning letter, second and subsequent violations will result in a \$25.00 fine.
  - b) Lawn sprinkling water. Refer to Water Usage subject to Rule XXVI.



c) Lawn service.

d) Garbage and small trash collection two (2) times weekly and horticulture collection one (1) time per week.

10. The total rent shall be construed as being the monthly sum charged for the use of the mobile home or R.V. site, plus all charges assessed to the tenant pursuant to the Corporation Rules and Regulations. Including, but not limited to, extra resident charges or sewer/water charges, all of which will be charged at the prevailing rates.

11. Any Shareholder or Non-Shareholder whose payment check is returned from his/her bank unpaid, for any reason, other than improper endorsement by the Corporation, shall pay the current service charge to the Corporation. Payment will not be considered made until said check is redeemed in cash together with accrued late charges plus the above mentioned service charge.

## **XII. MOBILE HOME AND R.V. LOTS**

1. Holiday Manor Co-op Inc. contracts a landscaping company for mowing, trimming and weeding. Residents are to inform the Park Office if they desire their weeds be sprayed. Every Shareholder, Non-Shareholder, and Renter should keep his/her lot grassed, fertilized, raked, weeded and free from insects or vermin.

2. All plantings in the yard should also be watered, trimmed, fertilized and insect free. Trees and bushes should be kept trimmed to keep them from obstructing the view from the driveway. (Reference Plantings).

3. A substitution of grass by pebbles or stone is not allowed.

4. Every Shareholder and Non-Shareholder must keep his/her home and lot clean and neat. Storage of bottles, cans, boxes, equipment, toys, etc. around the home is prohibited. The patio, driveway and lawn must be kept clean and neat.

5. Free-Standing Gazebos are not considered permanent. When the lessee, resident, or renter vacates the lot or site, the Gazebo, including the framework must be completely dismantled and stored away for safety.

6. The exterior surface of your mobile home or R.V. must also be kept in a clean, undamaged and attractive condition. An approved utility room or storage shed is required for the storage of anything outside of the mobile home or R.V.

7. Every Shareholder and Non-Shareholder is responsible for maintaining his/her patio and driveway in excellent condition.
8. Vacant RV lots must be upgraded according to HMCI RV pad design.
9. Each Shareholder, Non-Shareholder, and Renter may have one (1) umbrella type clothes line. It must be directly behind the home and out of sight of the street if possible.
10. Each Shareholder or Non-Shareholder is also responsible for maintaining his/her sewer, water and electrical connections in good working order from his/her home to the point of connecting to the utility connection point provided by the Corporation (such as sewer lateral, water tap or electric circuit breaker on meter board).
11. Any damage or blockage to common (Corporation owned) facilities originating from difficulties attributable to a specific Shareholder or Non-Shareholder will be repaired at said Shareholder or Non-Shareholder expense.
12. Each Shareholder and Non-Shareholder is required to consult with the Corporation and follow their direction in repairing or correcting any difficulties or damage in order to prevent further damage to the facilities which might be caused by faulty repair of maintenance procedures.
13. Every Shareholder or Non-Shareholder shall give the Corporation seven (7) days written notice before moving his/her home, unless the Corporation waives this notice. All fees and/or rents must be paid before the unit can be removed from the Park.
14. All necessary county permits must be obtained and copies submitted to the Corporation Office before starting the work.
15. In a continued effort to up-grade the Cooperative, and for liability and cost concerns, the Corporation will not accept owner units when owners leave the Park. When the individual owner(s) leaves the Park, and their unit is unsold, their unit must leave with them. It shall be the responsibility of the leaving owner(s) to pay all expenses for the removal of their unit. Abandoned trailers will be dealt with at the discretion of the Park and the leaving owner(s) will be billed.
16. Authorization to remove a mobile home, R.V., carport, patio, roof or screen room, skirting or utility room will not be withheld if all monies owed the Corporation are paid in full and provided all such removals are in conjunction with the removal of a mobile home or R.V. from the Corporation's property.
17. The Corporation reserves the right to enter on to a Shareholder's or Non-Shareholder's site to perform or have performed, All Shareholder's or Non-Shareholder's duties specified

or required by the Rules and Regulations contained herein, or as added by later amendments, that have not been performed by the Shareholders or Non-Shareholders within five (5) days of written notification to renter or leaseholder by the Corporation. And further, to assess Shareholders or Non-Shareholders for performing said duties or services for a reasonable amount, at the discretion of the Park. However, this in no way may be construed as an obligation by the Corporation to perform such duties or services for the Shareholders or Non-Shareholders of his/her duty to perform same as required above. (See Rules 1-6 under Mobile Home R.V. Lots.)

### **XIII. PAINTING OF MOBILE**

1. Shareholders, Non-Shareholders, and Renters must obtain Beautification Committee and Board approval only when desiring to change the color of the mobile.
2. Colors must conform to the decor of the Park.

### **XIV. PARKING, VEHICLES, TRAFFIC & GOLF CARTS**

1. No mechanical work may be performed on any vehicle, boat, trailer etc. on the Shareholder's, Non-Shareholder's, or Renter's site or driveway unless the nature of said work is minor.
2. Motorcycles, Minibikes and Mopeds may be used in the Park, but not in such a way as to cause harm or create a disturbance. Vehicles without adequate noise suppression will not be permitted to be used in the Park.
3. No permanent or overnight parking on streets or lawns is permitted. All streets must be kept open for easy and safe passage for Police, Fire and/or Emergency vehicles.
4. Additional temporary parking is available in front of and on the west side of the recreation hall. Vehicles parked in these areas should be identified by a Holiday Manor bumper sticker, a renter, or a guest card placed in a location in the vehicle that is visible from the street.
5. In the case of after Office hours, Shareholders, Non-Shareholders and Renters are to call the Office and leave a message if temporary parking at the recreation hall is needed. Leave the make and color of the car, the name of the unit owner, and the Unit number.
6. Personal vehicles/motorcycles, trailers and dollies are allowed only when licenses and properly placed on an RV concrete pad/black top or Mobile Home driveway. No more vehicles/motorcycles, trailers and dollies will be permitted than can be accommodated in these designated areas. Utility trailers (not Box trailers, also known as cargo trailers) are permitted if in an acceptable condition and neatly kempt. All others must be approved in writing by the current Manager and may require other restrictions.

7. There cannot be more than one mode of living per site.
8. No swamp buggies, Junkers, commercial or unlicensed vehicles used for any type of commercial purpose (s) or cargo trailers are allowed on HMCI premises for a period that exceeds forty-eight (48) hours. Consult with the Manager/Board of Directors if you have parking problems as the Corporation reserves the right of access on to the Shareholder's or Non-Shareholder's lot for purposes of towing away vehicles in violation of these rules. Said towing will be at the expense of the Shareholder or Non-Shareholder. Please inform your guests.
9. It is every Shareholder, Non-Shareholder, and Renter's duty to make their guest (s) lessees aware of traffic rules, and rules governing the Park. The Corporation holds each Shareholder, Non-Shareholder, and Renter responsible for his/her family member's, guest's or lessees' actions with regard to compliance with the rules. Owners are responsible for any damages and charges occurring by their lessees or guests.
10. The rate of speed in the Park must be at all times reasonable and never in excess of ten (10) miles per hour. The Corporation intends to institute eviction proceedings against those who continue to violate the speed limit.
11. Any person who owns and operates a Golf cart on the roadways of Holiday Manor Co-op Inc. must register the golf cart with the Office and provide proof to the Co-op that the owner of the cart has liability insurance coverage; (Such as found in Homeowner's Insurance Policies) of at least \$100,000 in the event of an accident to cover personal injury to any resident or guest and property damage that may result from an accident.
12. If the golf cart owner does not have any liability insurance coverage, then Holiday Manor Co-Op, Inc. will require that the owner sign a waiver or release document for the privilege to drive said golf cart on the streets of the Park. This document will indicate that Holiday Manor Co-Op Inc. will not be held responsible in the event of an accident. Any personal injury to any resident or guest, or property damage occurring will be the responsibility of the golf cart owner and not Holiday Manor Co-Op, Inc. The Co-Op will assign a vehicle identification number to the golf cart and that assigned number must be displayed on the front and rear of the golf cart.
13. All speed limits and rules of the road established by the Co-op must be observed.
14. Golf carts in use after dusk must use headlights and have rear lights or reflectors.
15. No one under the age of sixteen (16) may operate a golf cart on the Co-op roadways unless an adult accompanies them.

## **XV. PETS**

1. No pets are allowed in the Park. Residents are not to harbor, or feed stray animals.
2. The Corporation follows the American Disabilities Act related to Service Animals.

## **XVI. PAVERS/STEPPING STONES**

1. Placement of stepping or patio stones are not considered permanent and may be used for decorative purposes.
2. Beautification and Board approval must be obtained prior to the installation of pavers or stepping stones.
3. The Beautification Committee recommends Shareholders and Non-Shareholders allow three to five (3-5) feet of green space between the pavers/stepping stones and the neighboring unit, if possible.

## **XVII. PLANTINGS**

1. Hanging baskets, potted plants and plantings of small annual flowers do not require approval.
2. All other plantings, perennials, shrubs, and trees, must be reviewed and approved by the Beautification Committee according to the HMCI Rules and Regulations.
3. Applications will be reviewed to insure utility lines, water lines and sewer are not compromised and boundary lines are respected.
4. Ficus, Brazilian Pepper, Norfolk Island Pines, Strangling Figs and Spanish Bayonets are prohibited.
5. Hedges may not be higher than 48 inches and not more than two and one half (2 1/2) feet between the unit.
6. When trees are removed from the property, new trees must be planted.
7. Removal of trees requires approval from the Beautification Committee and must adhere to Collier County tree Removal Ordinance. (Reference Horticulture guidelines).
8. Trees that are unsafe or found to obstruct sewers will be removed at the HMCI's discretion and expense.

## **XVIII. PLUMBED, WIRED, AND ANCHORED.**

1. All Shareholder's and Non-Shareholder's homes are to be plumbed, wired, hurricane anchored and blocked in accordance with all applicable county and state codes. Proof of compliance must be submitted to the Construction Committee prior to the installation.

## **XIX. POOL AND SPA**

### **Pool Rules**

1. Florida State law requires everyone to shower before entering the pool.
2. Emergency phones are located in the pool area and also in recreation hall.
3. All children under 12 years of age must be supervised by an adult.
4. No food, drink, glass, or animals in the pool or on the pool deck.
5. No smoking in the pool or on the pool deck.
6. Running and scuffling and other unsafe practices are not permitted.
7. Courteous behavior is expected during planned activities at the pool area.
8. All individuals with open sores or wearing diapers are not allowed in the pool.
9. Swimming diapers may be worn.
10. No large floatation devices exceeding 18 inches in width and six feet in length are permitted in the pool. Floatation devices commonly referred to as "noodles" are permitted.
11. No diving is allowed in the pool.
12. Pool hours are from dawn to dusk.

### **Spa Rules**

1. All individuals with open sores or wearing diapers are not allowed in the spa.
2. Children under 12 years of age must be supervised by an adult.
3. People with medical conditions should not use the spa.
4. Florida State Law requires everyone shower before entering the spa.
5. No soap or shampoo is allowed in the spa.
6. Spa hours are from dawn to dusk.

## **XX. QUALIFICATIONS FOR RESIDENCY AND GUESTS**

1. Minimum Age. At least one person (Shareholder or Non-Shareholder) fifty-five (55) years of age or older must simultaneously occupy each Unit, as the permanent occupant of said Unit, while any other person occupies said Unit. Any additional permanent occupant of the Unit must be at least forty-five (45) years of age and may occupy and reside in the Unit as long as one of the permanent occupants is age fifty-five (55) or older, and is in simultaneous residence. However, no persons under the age of fifty-five (55) years of age shall be permitted to enter and permanently reside in the Mobile Home Park if that person's occupancy would result in the current census of the Park resulting in less than eighty (80%) percent of the occupants, age fifty-five (55) or older, should such under aged person have occupancy. Notwithstanding the foregoing, any person residing in the Mobile Home Park on the date of adoption of these By-Laws shall be entitled to remain a resident even though under forty-five (45) years of age.

Units within Holiday Manor are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Rule XX are intended to be consistent with, and are set forth in order to comply with the Florida and Federal Fair Housing Acts, including, without limitations, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decisions as they may be amended from time to time (collectively, the "Fair Housing Requirements"), which permit discrimination based on familial status.

The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the Unit as their primary or seasonal residence will be the "permanent occupant" and that such persons be in simultaneous residence while persons under age 55 are occupying the Unit.

Guests under the age of fifty-five (55) shall be allowed to occupy a Unit on a temporary basis, not to exceed thirty (30) days in any calendar year for each such guest, and subject to the guest regulations provided elsewhere in the Cooperative Documents.

Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons less than fifty-five (55) years of age to permanently reside in the community even in the absence of simultaneous residence by a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violation applicable fair housing law standards. The Board of Directors may establish additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute

authority to deny occupancy of a Unit by any person(s) whose occupancy would violate this provision.

In no event shall more than two (2) persons permanently reside in the unit without written consent to the Board of Directors. The Board of Directors shall have the authority, but not the obligation, to make exceptions to the age or other restrictions set forth in Paragraph 15 of the Master Form Proprietary Lease, Section 2.3 of the By-Laws and the Rules, based upon documented hardship. However, no exception shall be made if it results in violation of the Fair Housing Requirements, including without limitation, the requirement that at least eighty (80%) of the occupied units be occupied by at least one (1) person fifty-five (55) years of age or older, in addition, in no event shall an exception be made that permits a person eighteen (18) years of age or younger from becoming a permanent resident.

The intent of the Park is to reserve the twenty (20%) percent for a surviving spouse or cohabitant of a former occupant. Reference: Fair Housing Act Community Plan.

2. No Shareholder or Non-Shareholder may sell; take in a roomer or otherwise rent or sublet his/her home for use in Holiday Manor Mobile Home Park without the specific prior approval of the Corporation.

3. No guests may occupy the unit unless the Resident Owner is present in the Park. (Guests are defined as any person who is not a resident member or sublessee, who occupies the unit on a temporary basis at the invitation of the resident member or sublessee, without payment).

4. All overnight guests must register at the Office. (Phone messages can be left at the Park Office after business hours).

5. Guests are allowed up to 30 days or one calendar month per year, unless approved in writing by the Directors. All approved guests staying longer than 30 days will require screening.

6. Any prospective sublessee or purchaser of a mobile home or RV Unit must complete an "Application for Mobile Home or RV Space" and pay the current application fee. The fee will cover the cost of telephone calls and fees for verification of references, credit check and background checks. No sublessee or purchaser may take up residency in the Park until said application is processed and approved by the Corporation.

7. Anyone occupying a unit in the Park without having completed an "Application for Mobile Home or RV Space" will be considered trespassers and will be denied residency and services as provided herein to be accorded to sublessee(s) or purchaser. The Corporation agrees to accept or reject any application within fifteen (15) working days of submission.

8. In no event shall more than two (2) adults permanently reside in the unit without written consent of the Manager/Directors. When a third or more, person (s) residing in a unit as



a year round resident only, there will be a charge made of \$15 each month, or part of a month. There will be no charge made for a resident care giver.

## **XXI. QUIET TIME**

1. Residents and tenants are to avoid excessive noise.
2. It is required that radios, TVs, voices, etc. are to be kept at a reasonable level at all times.
3. A quiet time is to be observed by all individuals between the hours of 11:00pm and 8:00am, with the exception of New Year's Eve.

## **XXII. REPAIRS, AND CONSTRUCTION.**

1. A permit is not required for Shareholders and Non-Shareholders to make modifications and improvements to the existing mobile, or carport, as long as it does not include extension or expansion.
2. Any extension or expansion to a mobile home, roof-over, carport, shed, trailer, or RV of a permanent nature shall require approval from Collier County, Construction Committee, and Board approval prior to installation.
3. All construction must be in accordance with the Florida Statutes, County Codes and a permit from the County obtained where necessary. A copy of the permit must be on file in the HMCI Office and Board approval obtained prior to beginning the work.
4. Any work which requires the approval of the Board and is carried out without their approval will be required to be dismantled and returned to the original condition. If the resident refuses to comply, the work will be dismantled at the owner's expense.

## **XXIII. SAFETY**

1. All units parked anytime at HMCI between June 1st and November 30th must be properly secured.
2. Boats on trailers must be adequately secured and stored with augers in ground or lead anchors, before leaving the Park for the summer.
3. If the resident owner(s) or boat owner(s) have left the Park without adequately securing a boat or trailer, the Corporation will anchor the boat or trailer at the owner's expense.

## **XXIV. SHEDS**

1. The installation of a new shed or the relocation of any pre-existing shed or any expansion of such, requires a Collier County permit, Construction Committee and Board approval prior to the installation.
2. Any new shed shall be placed on concrete, either an existing poured slab or an extension to the slab as long as the setback and fire code separation requirements are maintained, provided the lot is large enough for the same.
3. The shed shall be no larger in floor area than eight (8) feet by ten (10) feet and shall have a maximum height no higher than ten (10) feet from the ground to the peak of the roof. Only one (1) shed per unit is permitted.
4. An existing shed that is relocated from the original site to another location on the lot shall be placed on concrete, either an existing poured slab, or an extension to the slab as long as the setback and fire code separation requirements are maintained, provided the lot is large enough for the same.
5. Sheds currently (February 2014) existing on asphalt, may be replaced on the same asphalt, as long as setback and fire code separation requirements are maintained.
6. Sheds can also be installed under a carport as long as they are attached to the permanent unit and the setback requirement of ten(10) feet, or zero (0) feet is maintained for the Fire Code Safety.
7. Shed location shall observe the five (5) feet setback requirement and a separation of ten (10) feet between another permanent structure on another's lot per Collier County Fire Code Safety.

## **XXV. UTILITIES**

1. Any owner or renter who intends to move or relocate any utility shall acquire approval from the Construction Committee and the Board. The work must be inspected by the HMCI electrician, plumber before being covered.
2. All electrical wires, TV cables and telephone lines shall be buried from the point of distribution to the contact point for connection at the permanent or temporary unit.

## **I. WATER USAGE**

1. Each Shareholder, Non-Shareholder, Renter or Transient Renter shall use city water for household purposes only.
2. No exterior fresh water taps or faucets will be permitted for use on lawn or plant watering.
3. No Shareholder, Non-Shareholder, Renter, Transient Renter shall be permitted to waste city water and shall, therefore, be required to promptly repair all leaky or drippy faucets, toilets, or any other device connected to city water.
4. The Corporation reserves the right of access to inspect for leaks, waste usage or forbidden water usage in or on the Shareholder's, Non-Shareholder's property at any reasonable time that the Shareholder or Non-Shareholder or his/her representative is present. However, the Corporation reserves the right of access to inspect the sprinkler system without the presence of occupants.
5. The Corporation further reserves the right to meter the city water at any time for purposes of determining exact usage. The Corporation shall charge the Shareholder or Non-Shareholder for any water used above that provided in the base rent at the rate charged by the Corporation Water Works.
6. HMCi highly recommends Shareholders, Non-Shareholders, and Renters shut off their water supply when leaving the Park for an extended period of time to prevent unnoticed leaks and water damage.

## **ADDENDUM A.**

### **RULES AND REGULATIONS FOR HOLIDAY MANOR COOPERATIVE, INC.**

#### **R.V. SECTION - TRANSIENT RENTERS**

## **I. GENERAL PROVISIONS**

1. RV and transient renters are required to read and observe all Rules and Regulations of Holiday Manor Cooperative, Inc.
2. Rent is payable in advance. Rates - Two (2) Adults per unit. Each additional person pays \$1.00 per day.

3. Check out time is 12:00 Noon. Transient renters desiring to continue their stay at Holiday Manor Cooperative must notify the Park Manager before 12:00 Noon. A unit occupying space after checkout time will be charged one more day.
4. Any cancellation must be reported a minimum of thirty (30) days in advance for a full refund. An administrative fee of \$75.00 will be deducted for cancellations occurring after thirty (30) days, with no exceptions.
5. This is a Co-operative community and all the transient share sites are available for sale. If the share site you reserved is sold prior to your arrival, you will be notified or moved to another share site, or refunded your deposit.
6. Transient renters desiring to stay more than 30 days are required to complete a Residency Application.
7. Holiday Manor Cooperative, Inc. is not responsible for loss by fire, theft or damage to any RV, car or other personal property. It will not be liable for personal injuries to any person occupying such units or being upon the premises known as Holiday Manor Cooperative.
8. Transient renters will be responsible for connecting the RV to the sewer line and water line, subject to approval and using the donut.
9. Each space must be kept clean and neat. No storage of bottles, cans, boxes or equipment around or under the RV will be tolerated.
10. Voices, radios and televisions must be moderately low at all times. Quiet time between 11:00 PM and 8:00 AM must be observed.
11. All articles lost or found should be reported to the Office.
12. Transient Renters will be held responsible for any damage caused by themselves or any guests staying with them.
13. Each Transient Renter may have one clothes line. It must be directly behind the home and out of sight of the street, if possible.
14. NO PETS ARE PERMITTED IN HOLIDAY MANOR COOPERATIVE. Renters are not to harbor or feed stray animals. Holiday Manor follows the American Disabilities Act related to Service animals.
15. A \$10 (refundable) deposit is required to obtain an HM pool key.

## **ADDENDUM B.**

### **RULE ENFORCEMENT**

Any Shareholder, Non-Shareholder or Renter may have his/her recreation and/or laundry use privileges revoked for disobedience of any Park rule, recreation, pool rule, or laundry facility rule. Or, for delinquency in payment of fees or rent or any assessment for services, or for any conduct detrimental to the health, safety or general welfare of the Park residents.

#### **Evictions**

The Board reserves the right to evict any Shareholder, Non-Shareholder, Renter or Transient Renter:

1. Who violates any of the Rules and Regulations.
2. Who does not pay his/her fees or rent as herein provided.
3. Who is convicted of a violation of some Federal or State law or local ordinance, which may be deemed detrimental to the health, safety, and welfare of other dwellers in the Park.

#### **Enforcement of Rules and Regulations Process**

1. When a rule violation is reported to the Manager, a visit will be made to the offender, informing the resident/tenant of the violation. The request will be made to the resident/tenant comply with the rules within one week. Following the oral discussion, the Manager will also confirm the violation discussion in writing and deliver to the offender, with a copy in HMCI file.
2. If no correction is made following the first notification, the violation will be reported to the Board of Directors. Subject to Board of Directors concurrence, a certified or hand delivered letter will be sent to the offender, giving the resident/tenant fifteen days, (15) from the date of the notification, to comply with the rule.

In the event of receptive disregard for rules that an offending member has been previously cited for, within fifteen day compliance period may be reduced or waived by the Board and the violation be moved to the next step for resolution.

3. Following notification in writing from the Board any offending resident/tenant still in noncompliance of correcting a rule violation may be subject to having the violation(s) corrected by the Corporation at the resident/tenant's expense, possibly leading to further measures as approved by the Board of Director.

Any rule(s) violation infraction that requires Board of Directors to initiate Step 3 of the Rules Enforcement procedure will (with the concurrence of the Board of Directors) result in the posting to the Shareholders, Residents/tenants the details of the rule infraction and the status of the enforcement.

# Construction Application Form

All forms must be submitted to the Construction Committee in the Office **NO LATER** than 12:00 Noon on the **MONDAY** that is ten (10) calendar days prior to the next scheduled Regular Board Meeting. If submitting the form after the work has been completed, a \$100 processing fee must accompany the application and may be subject to future fines if not approved. Late submissions will be forwarded to the next scheduled meeting of the Board. Applicant is responsible for filling out **ALL** requested information below that has an \* by it. Incomplete applications will be **AUTOMATICALLY DENIED**.

**The application expires 180 days from the date of approval. Work not completed during the 180 days' time period will require a second application and approval. All approved work is subject to Construction Committee/Manager inspection before, during and after project completion.**

\*Resident's Name (Please Print): \_\_\_\_\_ \*Phone Number: \_\_\_\_\_

\*Resident's Email address: \_\_\_\_\_

\*Holiday Manor Address for the proposed work: \_\_\_\_\_

\*Expected Date of Completion of Work AFTER Board Approval: \_\_\_\_\_

Provide a complete description of project, such as a new construction, replacement, new installation, etc.

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\*State your full reason(s) or purpose(s) for the project: \_\_\_\_\_

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\*If it is your intent to bring a new unit into Holiday Manor, in what year was it built? \_\_\_\_\_

**\*DRAW AN EXACT DIAGRAM OF YOUR PROJECT, ON THE BACK OF THIS FORM. USE EXACT MEASUREMENTS.  
DO NOT USE PENCIL. INCLUDE ALL THE DIMENSIONS.**

\*Does this work require a county permit? YES \_\_\_\_\_ NO \_\_\_\_\_

\*Company doing the work: \_\_\_\_\_ \*Phone Number: \_\_\_\_\_

\*Company Address: \_\_\_\_\_ \*Business License Number: \_\_\_\_\_

**\*PLEASE SIGN BELOW ACKNOWLEDGING THAT YOU UNDERSTAND APPROVAL IS NEEDED.**

\*Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant is to fill out ALL requested information above this line**

Construction Committee/Manager has reviewed this application. (Please Circle): Supported Rejected Initial: \_\_\_\_\_

Date: \_\_\_\_\_ Brief reason for Committee's Rejection: \_\_\_\_\_

Board of Director's decision by majority vote: (Please Circle) Approved Denied Date: \_\_\_\_\_

Board of Director's Signature or Representative: \_\_\_\_\_

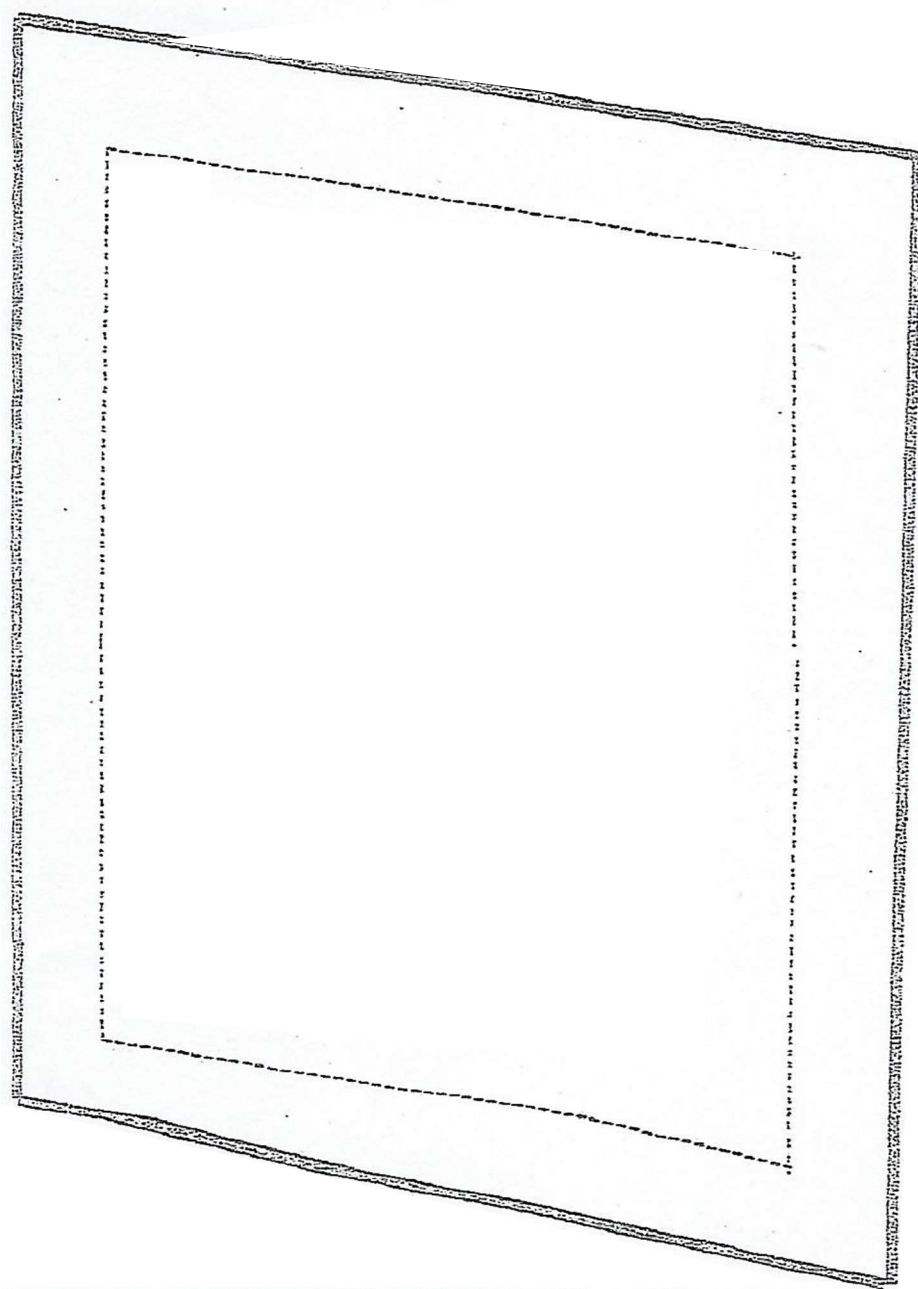
Required Collier County permits have been received and filed in the HMCI office. Date: \_\_\_\_\_

Project Completed as approved. Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**Drawing or sketch of your proposed MOBILE HOME project.**

The solid rectangle represents the approximate **OUTSIDE** boundary of your unit area. The dashed rectangle represents the 5 foot setback requirements where no permanent structure can be placed outside of it.

**Back Of Your Unit Area**

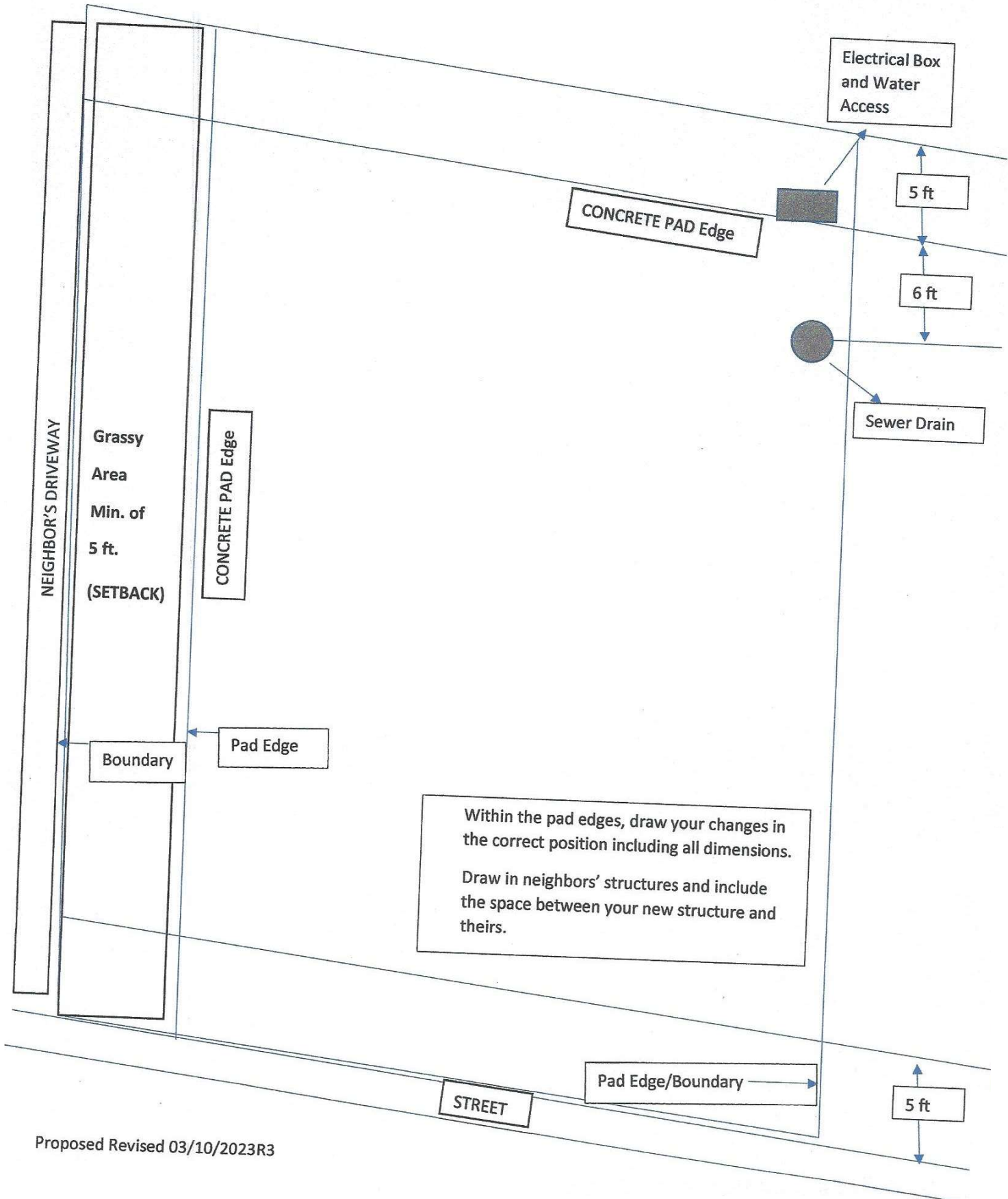


Front of Your Unit Area / Street Side

Disclaimer: This is not a survey or legal document that is being requested by the Beautification Committee, Construction Committee, or HMCI.



Drawing or sketch of your proposed RV project.



# **HMCI CONSTRUCTION RULES AND APPLICATION**

**Board Approved: 2/2023**

**Reviewed: Revised: 3/2023**

The Member's contractor, subcontractor, and/or vendor must locate all utility and water lines prior to the commencement of any work performed on behalf of the Member. Each resident is responsible for reviewing the HMCI Construction Rules and Regulations approved by the Board of Directors. The Rules are contained within this package for the resident's review.

**Any work started or completed prior to obtaining approval from the Construction Committee and the Board of Directors will be required to be dismantled and returned to the original condition.**

**If the resident refuses to comply, the work will be dismantled at the owner's expense.**

## **Procedure**

1. The resident reviews the Construction Rules to determine if an application is required. Questions regarding the rules should be directed to the Construction Committee Chairman or Manager.
2. Once it is determined that an application and approvals are warranted under the rules, the resident will fully complete a Construction Application.
3. All sections of the form must be completed by the resident prior to submitting the form to the office for review by the Construction Committee/Manager. A complete diagram is to be submitted to the office. Do not complete the application or drawing with pencil.
4. The resident must submit applications by **12PM (noon) on the Monday** that is ten (10) calendar days prior to the next scheduled board meeting.
5. The Construction Committee/Manager will review the application and determine the appropriateness of the application.
6. The Construction Committee/Manager will indicate their support or rejection of each application and provide a copy of each to the Office for distribution to each Board member's file prior to **12PM (noon) the Friday** before a scheduled Board Meeting.
7. The Construction Committee Chairperson/Manager will place a list of recommended applications in a Construction Binder by Monday prior to the next Board meeting.
8. The Board will vote on each application, or group of applications and approve by majority voting rules.
9. A board approved application will be considered valid for six (6) months from the date of approval.
10. The Construction Committee recommends residents not proceed to obtain County permits until **both** the Construction Committee and the Board of Directors have approved the application. Rationale: to avoid unnecessary costs for the resident, as the resident is responsible for all costs for all required County permits.
11. A Copy of the required County permit(s) will be provided to the HMCI Office for placement in the resident's file **PRIOR TO THE START OF ANY CONSTRUCTION**, and only after receiving Construction Committee and Board approval.
12. Once the approval is granted, the resident will receive a HMCI yellow permit to place in the front window, visible from the street, signifying the approval has been granted.
13. Projects are subject to inspection by the Construction Committee/Manager or designee before, during and after completion.

## HMCI Construction Rules and Application

### **Air Conditioners Require Construction Committee and Collier County Permits.**

1. The new installation, or replacement of ground installed air and heating conditioner. Setbacks of five (5) feet to the lot side and ten (10) feet Fire Code separation between permanent structures shall be met.
2. Owners shall remove, at their expense, any new air and/or heating conditioner unit that violates the setback rules or causes an obstruction to Park utilities.

### **Awnings, Doors, Screens, Windows, Roofing & Skirting**

1. The replacement of existing doors, windows, awnings, skirting, screens, acrylic or vinyl slider inside the existing screen porches, lanais, or rooms do not require prior approval if they **do not alter the exterior footprint of the mobile.**
2. The new installation (did not previously exist) of glass windows or sliders shall require Collier County Permit Construction Committee and Board approval prior to the installation.
3. All mobile homes must be skirted as approved by the Construction Committee and the Board. Approved skirting shall be the standard 3.5-inch metal slats, vinyl soffit material or vinyl latticework.

### **Boundaries**

1. For clarity purposes on the R.V. lots, the boundary shall be driveway to driveway and there shall be a setback of no less than five (5) feet at the rear and on each side boundary. The front setback will also be no less than five (5) feet from the edge of the road when measured from the closest point on the structure, including steps.
2. No permanent structure can be located within these setback areas.
3. The five (5) feet setback boundary does not apply to the lateral boundaries adjacent to the Common areas.
4. On the Mobile Home lots, the lot boundary shall be halfway between the units excluding any additions, driveways, etc. There shall be setbacks of no less than five (5) feet to the rear and a setback of no less than five (5) feet to the front when measured from the closest point of the structure, including steps to the edge of the road.
5. All permanent R.V.s, Mobiles and Park Models must maintain a five (5) feet setback and separation of ten (10) feet between another's lot or structure to adhere to Fire Code Safety.
6. Existing boundaries shall not be altered and the HMCI Board of Directors nor any Officer is empowered to change such.

## HMCI Construction Rules and Application

### Concrete – Revised 12.29.16

1. Construction Committee/Manager and Board approval must be obtained before the **pouring of any concrete or placing impervious pavers for driveways, patios, carports, porches, lanais, sidewalks, or sheds.**
2. **RV** Concrete pads shall not exceed thirty (30) feet wide (**if lot size accommodates**) and will be limited to allow five (5) feet of green space between unit areas. There shall be five (5) feet clearance on each back-to-back lot boundary creating ten (10) feet of easement for adequate workspace to repair or replace main lines.
3. Concrete shall have a minimum thickness of three and one-half (3 ½) inches. New concrete shall not be more than four (4) inches above the mean ground level unless concrete is poured to the height of the existing slab that might have exceeded four (4) inches. An owner that removes an existing slab and/or driveway and pours a new concrete shall conform to the not more than four (4) inch above means ground level rule.
4. When an existing concrete slab or driveway is removed, the new concrete slab or driveway shall conform to the four (4) inch above mean ground level rule.
5. All concrete slabs or driveways **MUST** be growled smooth, or broom finished with edges seamed.
6. **Impervious concrete on mobile home sites shall not exceed a total of 25% of the square feet of the unit lot, up to a maximum of 750 square feet.**
7. **To promote adequate soil drainage, pervious pavers are recommended for any requested expansion of driveways, patios, carports, or sidewalks.**

### Excavating

Construction committee/Manager and Board approval must be obtained prior to any land excavating.

### Fences/Walls

No fences or walls shall be permitted.

### Installation of any new permanent unit.

#### A HMCI Construction Committee and Collier County Permit is required.

1. The installation of a new unit requires Construction Committee and Board approval prior to delivery.
2. The installer of the new unit shall provide HMCI Construction Committee documentation verifying compliance with Collier County FEMA and Federal FEMA requirement. A copy of the Collier County permit must be on file in the Office prior to the delivery of the new unit.
3. Based on standards for fire code safety relating to the installation of manufactured homes, no portion of any structure can be less than ten (10) feet apart. That means you must measure the ten (10) feet distance from the overhang, not the walls or supports.

### Plumbed, wired, and anchored.

All Shareholder's and Non-Shareholder's homes are to be plumbed, wired, hurricane anchored and blocked in accordance with all applicable county and state codes. Proof of compliance must be submitted to the Construction Committee prior to the installation.

## **HMCI Construction Rules and Application**

### **Removal or Demolishment of a Unit or Attachment.**

1. Every Shareholder or Non-Shareholder shall give the Corporation seven (7) days written notice before moving his/her home unless the Corporation waives this notice.
2. All fees and/or rents must be paid before the unit can be removed from the Park.
3. A Collier County Demolition Permit may be required.

### **Repairs**

1. Maintenance projects such as power washing unit, repainting roofs, do not require approval.
2. HMCI Construction Committee/Manager recommendation and Board approval are required to make modifications and improvements to the existing mobile, carport, or roof. A Collier County permit is not required.
3. Any extension or expansion to a mobile home, roof-over, carport, shed, trailer, or R.V. of a permanent nature requires a permit from Collier County, Construction Committee recommendation, and Board of Directors approval prior to the installation.
4. All construction must be in accordance with the Florida Statutes, Collier County Codes and a permit from the County obtained where necessary. A copy of the permit must be on file in the HMCI office and Board approval obtained prior to beginning the work.

### **Sheds**

1. The installation of a new shed or the relocation of any pre-existing shed, or any expansion of such, requires Collier County permit, Construction Committee and Board approval prior to the installation. Sheds are classified by Collier County as Accessory structures and must comply with the Non-conforming Use Alteration (NUA) guidelines.
2. Any new shed shall be placed on concrete, either an existing poured slab or an extension to the slab as long as the setback and fire code separation requirements are maintained, and the lot is large enough.
3. The shed shall be no larger in floor area than eight (8) feet by ten (10) feet and shall have a maximum height no higher than ten (10) feet from the ground to the peak of the roof. Only one shed per unit is permitted.
4. An existing shed that is relocated from the original site to another location on the lot shall be placed on concrete, either an existing poured slab, or an extension to the slab as long as the setback and fire code separation requirements are maintained, provided the lot is large enough for the same.
5. Sheds currently (February 2014) existing on asphalt may be replaced on the same asphalt as long as setback and fire code separation requirements are maintained.
6. Sheds can also be installed under a carport as long as they are attached to the permanent unit and the setback requirement of ten (10) feet, or zero (0) feet is maintained for the fire code safety.
7. Shed location shall observe the five (5) feet setback requirement and a separation of ten (10) feet between another permanent structure on another's lot per Collier County Fire Code.

## **HMCI Construction Rules and Application**

### **Storage Containers**

1. Vinyl storage closets, and chests, may be no more than seventy-two (72) inches high and forty-eight (48) inches wide. They must be safely secured and anchored.
2. Beginning March 31<sup>st</sup>, 2014, only 2 outside storage closets or chests, (not previously existing) are permitted.

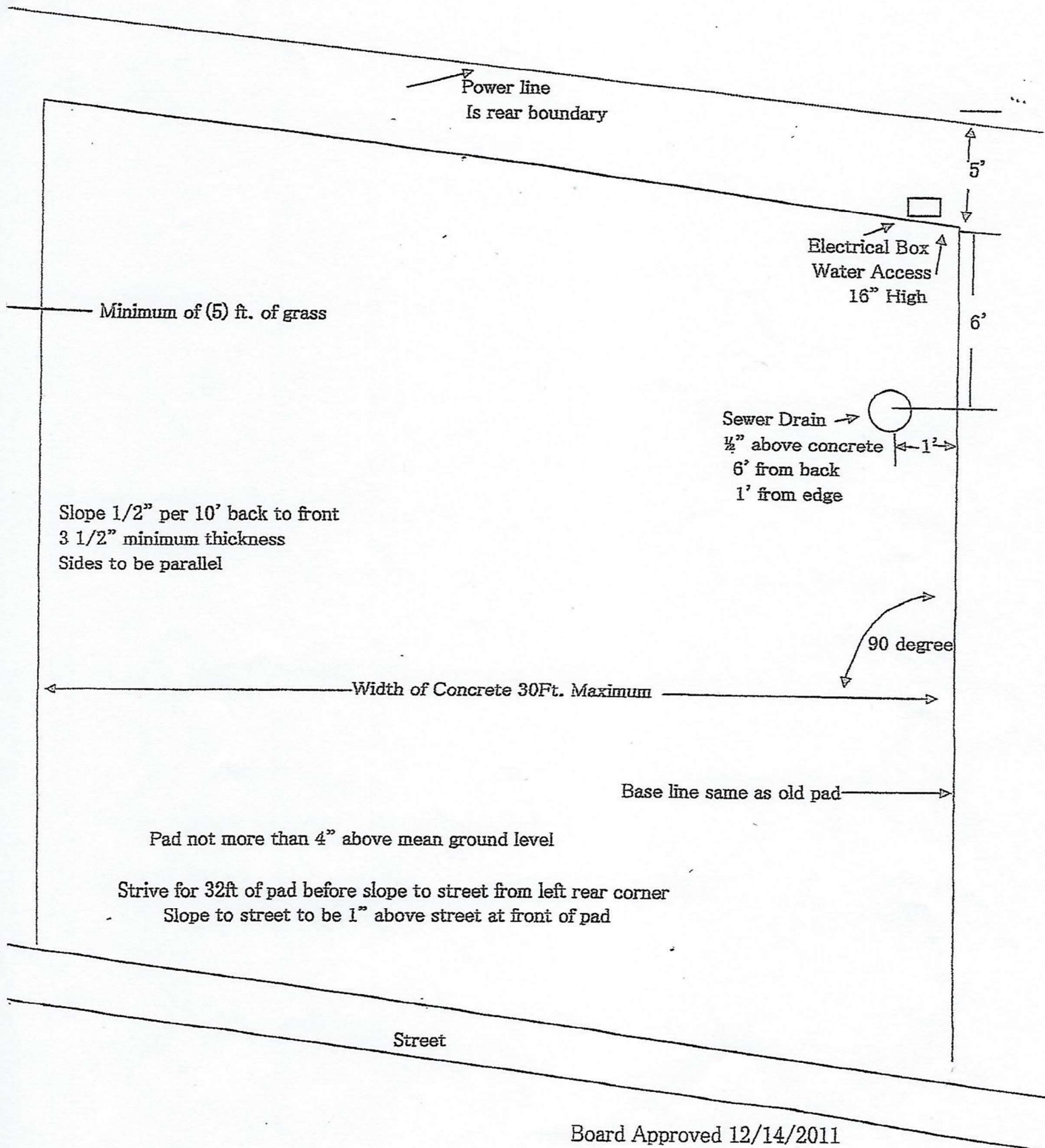
### **Utilities**

1. All electrical wires, TV, cable, and telephone lines shall be buried from the point of distribution to the contact point for connection at the permanent or temporary unit.
2. Any owner or renter who intends to move or relocate any utility shall acquire approval and be inspected by an HMCI electrician, plumber, or Construction Committee.

### **RV Lots**

All RV lot upgrades must conform to the HMCI RV pad design. A copy may be obtained from the Park Office.

# RV PAD DESIGN



Board Approved 12/14/2011

# Beautification Application Form

## Holiday Manor Co-Op, Inc.

All forms must be submitted to the Beautification Committee in the Office **NO LATER** than 12:00 Noon on the **MONDAY** that is ten (10) calendar days prior to the next scheduled Regular Board Meeting. If submitting the form after the work has been completed, a \$100 processing fee must accompany the application and may be subject to future fines if not approved. Late submissions will be forwarded to the next scheduled meeting of the Board. Applicant is responsible for filling out **ALL** requested information below that has an \* by it. Incomplete applications will be **AUTOMATICALLY DENIED**.

**The application expires 180 days from the date of approval. Work not completed during the 180-day time-period will require a second application and approval. All approved work is subject to Beautification Committee/Manager inspection before, during and after project completion.**

\*Resident's Name (Please Print): \_\_\_\_\_ \*Phone Number: \_\_\_\_\_

\*Resident's Email address: \_\_\_\_\_

\*Holiday Manor Address for the proposed work: \_\_\_\_\_

\*Expected Date of Completion of Work AFTER Board Approval: \_\_\_\_\_

\*Provide a complete description of project, such as: tree replacement, landscaping. Include the name of trees and plants.

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\*State your full reason(s) or purpose(s) for the project: \_\_\_\_\_

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**\*DRAW AN EXACT DIAGRAM OF YOUR PROJECT, ON THE BACK OF THIS FORM. INCLUDE THE EXACT DIMENSIONS, THE LOCATION AND NAMES OF ALL PLANTS, TREES, BORDERS, AND GROUND COVER. DO NOT USE PENCIL.**

\*Company doing the work: \_\_\_\_\_ \*Phone Number: \_\_\_\_\_

\*Company Address: \_\_\_\_\_ \*Business License Number: \_\_\_\_\_

**\*PLEASE SIGN BELOW ACKNOWLEDGING THAT YOU UNDERSTAND APPROVAL IS NEEDED**

\*Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant is to fill out ALL requested information above this line**

Beautification Committee has reviewed this application (Please Circle): Supported Rejected Initials: \_\_\_\_\_

Date: \_\_\_\_\_ Brief reason for Committee's Rejection: \_\_\_\_\_

Board of Director's decision by majority vote: (Please Circle) Approved Denied Date: \_\_\_\_\_

Board of Director's Signature or Representative: \_\_\_\_\_

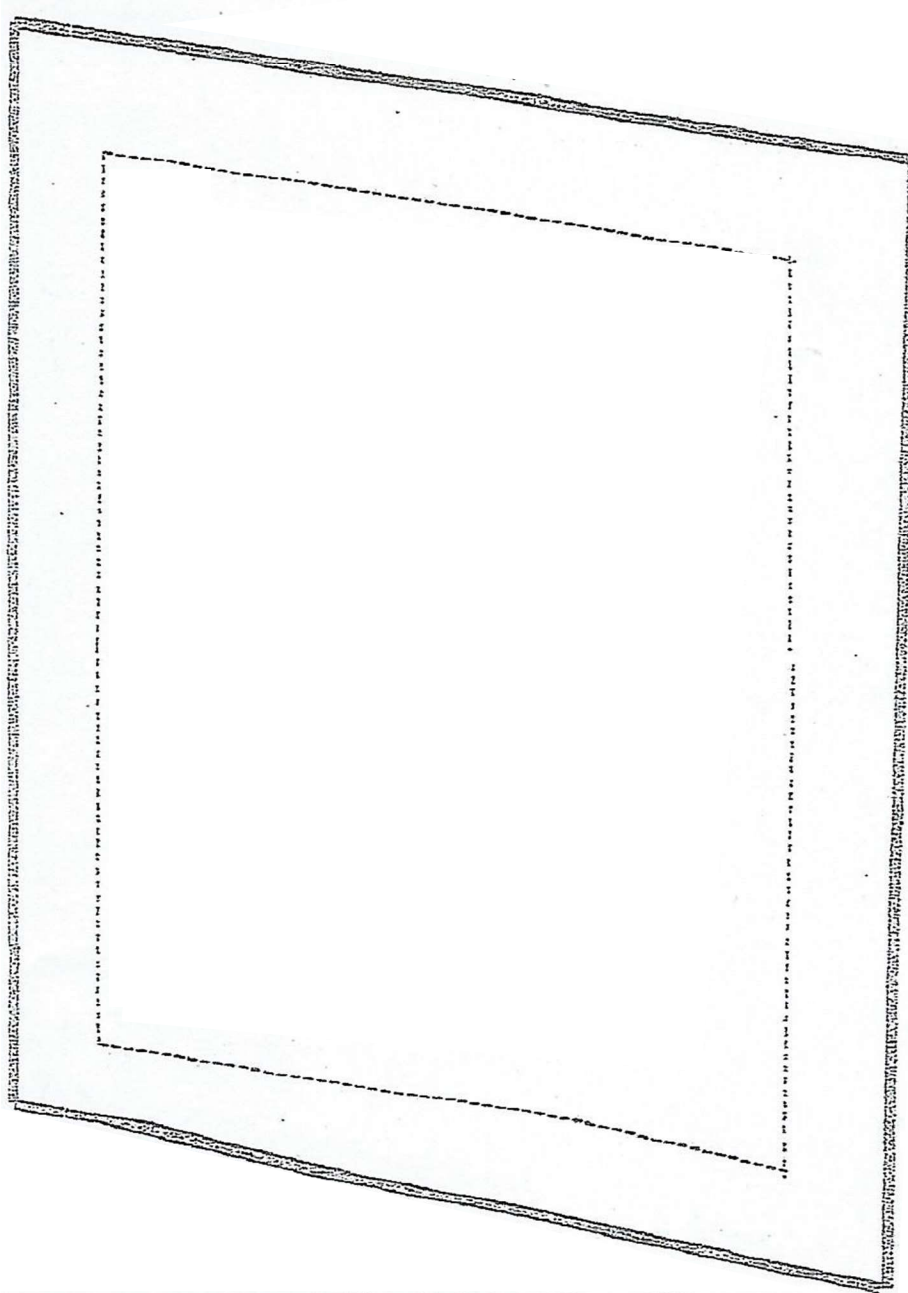
Project Completed as approved. Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



**Drawing or sketch of your proposed project.**

The solid rectangle represents the approximate **OUTSIDE** boundary of your unit area. The dashed rectangle represents the 5 foot setback requirements where no permanent structure can be placed outside of it.

**Back Of Your Unit Area**



Front of Your Unit Area / Street Side

Disclaimer: This is not a survey or legal document that is being requested by the Beautification Committee, Construction Committee, or HMCI.

# **BEAUTIFICATION RULES, REGULATIONS AND PROCEDURES**

**Reviewed: March 2014**

**Board Approved: March 12<sup>th</sup>, 2014**

## **Procedure**

1. Residents will review the Rules and Regulations. Any questions regarding interpretation will be directed to the Beautification Committee Chairperson, or designee. (The Office Manager will serve as the Beautification Committee designee April through October).
2. The resident will complete all sections of the Beautification Application form. The application form is a single page that requires all sections to be completed, and includes a diagram of the proposed project on the back side of the form. Each diagram must include measurements of the easements and green spaces.
3. Do not use pencil, or photocopy the application, it will be considered incomplete. Incomplete application will be returned to the resident.
4. Applications must be submitted to the office on the Monday that is 10 days prior to the next scheduled Board meeting. Office staff will date stamp each application on the day it is received and place in the Manager's file for review and distribution to the Beautification Committee.
5. The Beautification Committee or designee will review the application and determine if project meets the Beautification rules and regulations.
6. The Beautification Committee will indicate their support or rejection of the application, and provide a copy to the office.
7. Copies of all applications will be placed in the Board of Directors folders by noon (12:00 PM) on Friday before the scheduled Board of Director's meeting.
8. The Beautification Committee will post all meeting minutes, including the recommendations for approved and rejected applications on the bulletin boards, Monday before the next Board Meeting.
9. The Beautification Committee Chairperson, or designee will provide a report of each application at the Board of Director's meeting.
10. The Board will vote on each application, or group of applications by majority voting rules.
11. The Beautification Chairperson, or designee, will advise the resident of the Board's decision.
12. A Board approved decision will be valid for six (6) months from the date of approval.

# **Rules and Regulations**

**Reviewed: March 2014**

**Board Approved: 2014**

Each resident is responsible for reviewing the HMCI Rules and Regulations pertaining to changes, additions, or deletions affecting the exterior appearance of his/her unit, and/or lot.

## **Painting of Mobile/Unit**

1. Shareholders, Non-Shareholders and Renters must obtain Beautification Committee and Board approval only when desiring to change the color of the mobile.
2. Colors must conform to the décor of the Park.

## **Pavers/Stepping Stones**

1. Placement of stepping or patio stones are not considered permanent and may be used for decorative purposes.
2. When placing stepping or patio stones, Beautification and Board approval must be obtained before the installation.
3. The Beautification Committee recommends residents allow three to five (3-5) feet of green space, between the pavers/stepping stones and the neighboring unit, if possible.

## **Plantings**

1. Hanging baskets, potted plants and plantings of small annual flowers do not require committee approval.
2. All other plantings including perennials, shrubs, and trees, must be reviewed and approved by the Beautification Committee according to the HMCI Rules and Regulations.
3. Ficus, Brazilian Pepper, Norfolk Island Pines, Strangling Figs and Spanish Bayonets are prohibited.

## **Trees**

1. Removal of trees requires approval from the Beautification Committee and adhere to Collier County Tree Removal Ordinance.
2. Trees with a trunk larger than eight (8) inches in diameter are to be cut down by a licensed and insured Tree Service Company. Contact the office for recommended companies. The Tree Service will be responsible for the complete removal of all wood, brush, stump(s) and debris.
3. When trees are removed from the property, new trees must be planted.
4. The type of tree and location on the lot must be approved prior to the planting.
5. Trees that are unsafe or found to obstruct sewers will be removed at HMCI's discretion and expense.

## **Fences/Walls/Hedges**

1. No fences or walls shall be permitted.
2. Hedges on the side of the unit may not be higher than 48 inches and not more than two and one half (2 ½) feet from the unit.

8/2023

Holiday Manor Co-Op  
1185 Henderson Creek Drive  
Naples, FL 34114



## Instructions for Boat Parking Application

The Boat Application applies to Resident Shareholders who have already purchased and own a boat or personal watercraft\*  
(Only **one** slip will be assigned per household!)

New Applications must be submitted to the Holiday Manor Office.

Before you complete the following application, please consider the following factors:

1. When you decide to purchase a boat and anticipate keeping it at Holiday Manor, there are minimal spaces available for use. Most of these were made to accommodate 12-14 ft row boats.
2. Our land parking space is very limited. Some trailers are quite long and take up a lot of space. Some may not be accommodated and must be stored off the premises during peak season, November 1<sup>st</sup> through March 31<sup>st</sup>.
3. Spaces are available for Resident Shareholders who use their boats and trailers on a regular basis and need a place to park them temporarily. If you do not use your boat in any thirty (30) day period during season while in residence, then it is recommended that you find storage off the premises as Holiday Manor is not in the self-storage business. The Corporation shall have the right to have the boat and trailer towed without liability to the Corporation, and the expense thereof charged against the Lot.
4. The Holiday Manor Boat Club will do their best to assign slips from the top of the waiting list; however, if your boat does not fit in a particular spot, then the next person on the list whose boat *will* fit, may get the spot, at the sole discretion of the Holiday Manor Boat Club and Harbor Master.
5. Though insurance is not required on your boat, we highly suggest you insure it (a small boat may be included in a homeowner or rental property policy). HMCI is not liable for damages of any kind.
6. All Boats and Trailers must have a current registration; A copy must be included with your application.
7. All boat and/or watercraft trailers must have the Shareholder's name on them, or it will be removed from the property. Please ensure the name is always legible. The Corporation shall have the right to have the trailer towed without liability to the Corporation, and the expense thereof charged against the Lot.
8. Boats should have a maximum length of 24 ft and maximum width of 8 ft. Boats *over* 8 ft wide or 24 ft long require approval from the Boat Club Committee.
9. If you acquire a new trailer, boat, and/or watercraft, a new application and copies of its registration must be submitted to the HMCI Office.

\*Personal Watercraft = Jet skis and Sea-dos.

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Holiday Manor Co-Op  
1185 Henderson Creek Drive  
Naples, FL 34114



## **Boat Anchoring Requirements**

### **LEAVING YOUR BOAT AT YOUR UNIT OR LOT AFTER SEASON (JUNE THROUGH NOVEMBER)**

1. The boat needs to be fastened to the Boat trailer.
2. If tires are removed, place trailer on bricks.
3. All boats need three (3) tie downs. One (1) on the front and two (2) on the back.
4. Anchors should be eye bolts in cement or in asphalt, use long screw type anchors that go into the ground.
5. Use cable, chain, or all-weather ratchet straps.
6. The boat and trailer should be anchored so it will be able to withstand hurricane strength winds of 130 miles per hour or more.
7. The boat tarp must be tightly secured to prevent it from coming loose.  
(All Weather covers are recommended.)
8. When securing the boat and tarp, remove all loose items.

## **Other Helpful Recommendations for the Care of Your Boat at the End of Season, June through November**

Put gas storing products (like Stable), in the gas on the last couple of trips. Unhook the gas line and run the engine, with muffs hooked to the water, while spraying fogging oil in the carburetor intake until the engine runs out of gas.

If you drain the lower unit on the engine, do not leave the plugs out. Make sure to put oil back in the unit.

Wash the boat, clean the bottom, remove the boat drain, and unhook the battery.

## BOAT PARKING AREA & DOCK RULES AND REGULATIONS

1. Boats that cannot navigate Henderson Creek are not permitted in the parking area.
2. All boat owners must provide a copy of the current State registration for both boat and trailer to the HMCI office. The Shareholder's name must be plainly marked on the trailer.
3. Only one (1) boat or (2) personal watercraft on (1) trailer and only dockage for one (1) boat or (2) personal watercraft will be allowed per unit.
4. Only boat trailers designated by the Boat Club Committee are allowed to park in the fenced area on Redwood Lane. Boat and/or boat trailer parking around screen room, along Henderson Creek, or at the end of Palm Drive will be allowed only by permission of the Harbor Master.
5. No boats or watercraft will be stored on grassy areas beside a unit at any time.
6. All boats and trailers are to be removed from the boat parking area during the off season, between April 30<sup>th</sup> and October 1<sup>st</sup>. Residents with boats in the Park during the off season are allowed to park in the boat parking area with approval from the Harbor Master.
7. Any boat or watercraft not used in any thirty (30) day period during the season while the resident is in residence will lose boat dock or parking privileges and will have to get on the waiting list. The waiting list will be maintained and available for review in the Holiday Manor Boat Club Bulletin Board and HMCI Office.
8. Boat owners are allowed the privilege of using Holiday Manor docks and will be assigned a dock and boat parking according to Holiday Manor Boat Club rules and regulations. All dock and boat parking is assigned each Season; there are **no** permanently assigned docks.
9. Maintenance and repair of boat docks will be done by the Holiday Manor Boat Club. However, dock users must maintain their dock in safe condition while it is in their care.
10. Any new docks to be built require the recommendation of the Harbor Master/Boat Club Committee as well as approval of Holiday Manor and appropriate Collier County permits. Dock width will be a maximum of thirty (30) inches. No new boat lifts of any kind are allowed, effective January 2014.
11. Renting docks is prohibited.
12. Temporarily vacant docks need approval of the Harbor Master/Boat Club Committee before being occupied.
13. Purchasing/acquiring a boat or a personal watercraft from another Park resident does **not** transfer the previous owner's privilege for dock and/or parking.
14. Only one Shareholder/Unit's name is allowed per assigned slip. No partnerships of docks are allowed.
15. The Corporation shall have the right to have noncompliant boats and trailers towed without liability to the Corporation, and the expense thereof charged against the Lot.

\*Personal Watercraft = Jet skis and Sea-dos.

## Holiday Manor Co-Op, Inc. Boat Parking and Dock Rules

### ADMINISTRATION

1. The Harbor Master/Boat Club Committee will oversee enforcing the boating policy and will have full Board support on all decisions regarding boat docks and boat/trailer parking. The Harbor Master/Boat Club will follow HMCI's Rule Enforcement process.
2. The Harbor Master oversees the placement of boats and trailers in the designated boat parking area.
3. All Resident Shareholders of Holiday Manor desiring boat/trailer parking must complete the application and obtain approval before the boat is brought into Holiday Manor. Renters/tenants may be assigned available boat docks and boat/trailer parking on a temporary basis, but Resident Shareholders have priority.
4. All boat owners wishing to park or dock their boat, personal watercraft, and/or trailer at or near the boat parking area are requested to pay an annual application fee of \$50 each season to the Holiday Manor Boat Fund. An identification sticker will be issued for approved docks and trailers.  
  
The funds will be dispersed by the Boat Club Committee. The funds will be applied to boat area maintenance, improvement, and other projects approved by the Boat Club Committee.
5. The Harbor Master/Boat Club Committee will inform owners of any infractions. If the owner has not complied within seven (7) days, the violation will be referred to the Park Manager. The Corporation shall have the right to have noncompliant boats and trailers towed without liability to the Corporation, and the expense thereof charged against the lot.
6. If the Harbor Master is not in residence, a designated Boat Club Committee member/representative or the Park Manager may be contacted for questions on policy or placement.

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Holiday Manor Co-Op  
1185 Henderson Creek Drive  
Naples, Florida 34114



## Application for Boat Parking

Please fill out this application and return to the HM Office  
The date used should be the day you give it to the HM Office.

Applicant(s) Name: \_\_\_\_\_

Holiday Manor Applicant's Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\_\_\_\_ Dock or \_\_\_\_ Land Parking

Make of Boat: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_

**\*Boats Should Have a Maximum Length of 24' and Maximum Width of 8';  
Boats Over 8' Wide or 24' Long Require Approval of Boat Club Committee\***

Boat Registration Number \_\_\_\_\_ Trailer Registration Number \_\_\_\_\_

Liability Insurance: YES \_\_\_\_\_ NO \_\_\_\_\_

I have received a copy, and have read, the Boat Dock, Parking Rules, and Safe Boat Anchoring Requirements. Initials: \_\_\_\_\_.

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

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

Would you like your number to be added to the Rescue List?: YES \_\_\_\_\_ NO \_\_\_\_\_

\*\*\*\*\*

### ***For HMBC use only:***

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

Initials: \_\_\_\_\_

Application accepted: \_\_\_\_\_

Application denied: \_\_\_\_\_

Reason \_\_\_\_\_



# Holiday Manor Co-Op, Inc.

## Golf Cart Registration Form

**Please PRINT all requested information...**

**Unit Number:** \_\_\_\_\_ **Date of Registration:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_

**Holiday Manor Address:** \_\_\_\_\_

**Local Non-Resident Address:** \_\_\_\_\_

**Local Phone Number:** \_\_\_\_\_ **and/or Cell Phone:** (     ) \_\_\_\_\_

**Golf Cart Manufacturer:** \_\_\_\_\_

**Approximate Age of Your Golf Cart:** \_\_\_\_\_ **Years Old**

**It is the registrant's responsibility to inform the Co-Op Office, as soon as possible, of any changes to the above information.**

1. By vote of the HMCI Board of Directors on January 24, 2007, it is **REQUIRED** that any and all Golf Carts driven on the streets of Holiday Manor Co-Op, Inc. be registered. There shall be no charge for registering. Liability Insurance coverage is strongly recommended but not required.
2. The original copy of this form will be kept on file in the Office and a photocopy will be given to the registrant for their files.
3. The issued Vehicle Identification Numbers (Unit Numbers) are required to be placed **IN PLAIN VIEW** on the following two (2) locations: (1). On the front of the Golf Cart on the driver's side and (2). On the back of the Golf Cart behind the driver **OR**, if lack of room, on the rear side of the Golf Cart behind the driver.
4. Any other numbers on the Golf Cart should be removed and/or covered up.
5. As per the Rules and Regulations...
  1. All speed limits and rules of the road established by the Co-Op must be observed.
  2. Golf Carts in use after dusk must use headlights and have rear lights or reflectors.
  3. No one under the age of sixteen (16) may operate a Golf Cart on Co-Op roadways unless an adult accompanies them.

**Original Form Date: February 15, 2007**



**Holiday Manor Co-Op, Inc.**

**Golf Cart Liability Waiver and Release**

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:**

**LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:**

**I hereby certify that I have a valid driver's license. I will obey all applicable laws and regulations while using a golf cart on the property of Holiday Manor.**

**I accept responsibility and liability for any damages caused by my actions, particularly but not limited to, vehicular and property damage, injuries to myself or to other persons.**

**I will take all the necessary safety measures when using a golf cart and drive at a reasonable speed. I will secure the golf cart when not in use.**

**I hereby release, covenant not to sue, and forever discharge Holiday Manor Co-Op, Inc. of and from all liabilities, claims, actions, damages, costs and expenses, of any nature arising out of, related to, or in any way connected with my use of a golf cart.**

**I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE.**

**Name (*please print*):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_