



## Gardens B Rules & Regulations

The purpose of most of the rules of the community is to create a good neighbor environment. Some of the rules are for all our safety. It is not our intent to stifle your creativity, only to insure building integrity and neighbor relations.

***These rules and regulations are in addition to those governing the Lakeside of Naples Residents Association, Inc. and the Documents of Lakeside Gardens Condominium B***

### **General Conditions of the Rules & Regulations**

1. Lakeside of Naples Residents Association, Inc. (LNRA) shall be referred to as the Master Association and Lakeside Gardens B Condominium Assoc., Inc. shall be referred to as Gardens B.
2. Nothing in these rules and regulations shall be construed to be less stringent than those presently by the Master Association. Any change to the Master Association Rules and Regulations shall govern Gardens B.
3. Gardens B Board of Directors (BOD) shall determine if there is a conflict between Gardens B and the Master Association Rules and Regulations.
4. Violations of the Master Association Rules and Regulations may be enforced by either Gardens B or by the Master Association. In no instance shall both Associations be able to enforce the same infraction against a resident of Gardens B.
5. Only the Gardens B BOD may enforce Gardens B Rules and Regulations. Procedures for enforcement are provided in the Association Documents.
6. Within Gardens B property, Gardens B BOD has the right to determine what is unsightly or a nuisance to the Neighborhood.

### **Limited Common Areas**

1. The **lanai** is a limited common area.
  - A. Owners may not change the color.
  - B. The area is not to be used for storage. (e.g. bicycles belong in bicycle racks provided by the Association.)
  - C. The area may not be enclosed without prior written approval of the Association.
  - D. Hot tubs may not be installed without the prior approval of the Association.
  - E. It is against the law to use gas or charcoal barbeques on the lanai; therefore, it is against the Association rules. Use is defined as possession of the gas or charcoal within the confines of the structure.
2. The **entryway** to the unit is a limited common area.
  - A. Owners may not enclose the area without prior permission by the Association.
  - B. The area is not to be used for storage.
  - C. Owners placing personal items in this area become responsible for the cleanliness of the area.
  - D. No object shall be placed to impede ingress and egress.
3. All stairs and walkways shall be used for the purposes intended and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. No wash lines of any kind will be maintained outside any Unit. No Unit Owner shall discard or permit to fall any items from the windows or the premises, nor shall they place or permit to be placed any foreign objects in the walkways, stairways and other Common Areas. No fire exits shall be obstructed in any manner.
4. Carports are limited common areas.
  - A. Nothing is to be stored in this area except for a properly licensed and insured vehicle. Material car covers may be used in the area only. Color is to be muted.
  - B. No vehicle maintenance is permitted. Damage to these areas caused by vehicle maintenance problems are the responsibility of the Owner.
5. Any portion of the Limited Common Areas connected to or exclusively serving a single unit shall be maintained, repaired or replaced by the unit owner. This includes windows, screens, and doors, including all hardware and framings thereof. The Association will paint the front door, storage door and garage door (where applicable).

## Common Elements and Areas

1. The stairs and walkways shared by more than one Owner are Common Areas.
  - A. Nothing shall be placed upon these areas that may obstruct ingress or egress.
2. Parking lots and driveways within Gardens B confines are common areas.
  - A. Guest parking spots are to be used by Gardens B Owners and their guests only.
  - B. No vehicle may be parked in a manner that impedes traffic flow **or blocks access for emergency vehicles**. Please park in your assigned space. Parking in any other way prohibits emergency vehicles from providing emergency services.
  - C. No vehicle may occupy more than one parking space.
  - D. No on-street parking shall be permitted in Lakeside of Naples between the hours of 12:00 midnight and 6:00 AM daily. Violators will be towed at their own expense based upon the following notification policy. The first violation will be subject to a "Warning Ticket". If there is a second violation, the vehicle will be towed away without further notification at their expense.
  - E. Parking on the grass is strictly prohibited. The owner is responsible for any damage to landscaping and irrigation systems. Violators are subject to being towed at their own expense.
  - F. No trucks, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the BOD shall be placed, parked or stored upon any site, the Master common areas or in the Neighborhood common areas. Violators are subject to be towed at their own expense.
  - G. Notwithstanding the foregoing, trucks or service vehicles may be parked in Lakeside of Naples after 6:00 AM and before 12:00 midnight daily. Violators are subject to being towed at their expense.
  - H. Visitors or owners may park trucks, recreational vehicles or other motor vehicles in the Lakeside Management Office lot with a permit on weekends and between 6:00 PM and 7:00 AM weekdays. Permits must be obtained from the onsite Office and may not exceed 15 days. Only two non-consecutive 15-day permits can be issued in any one calendar year.
3. Vegetation is "common elements".
  - A. All in ground plants are the property of the Association.
  - B. No one is permitted to add or remove vegetation or trim existing vegetation without the prior approval of the BOD.
4. Gas and/or charcoal barbeques are not permitted on Gardens B property without the express written approval of the BOD. (There are gas grills available for use at the Lakeside pool areas.)
5. Exterior of the buildings is a common surface.
  - A. Nothing shall be affixed to the exterior of the building without the express approval of the Association.
  - B. Only the color white may be visible as a window covering when viewed from the outside of the building.
  - C. What constitutes white is a BOD decision.



### **Owners/Renters Prerequisites ...**

#### **1. When renting a unit.**

- A. All tenants are required to be registered and approved by the Association prior to occupancy.
- B. A copy of the signed lease agreement must accompany Association lease application, and transfer fees and application fees must be paid prior to Association approval.
- C. Tenants are the responsibility of the unit owner and any action taken by the Association due to a tenant may be directed against the owner.
- D. The Association reserves the right to take action directly against a tenant. Such action could be an eviction. Any expense incurred by the Association, such as Attorney fees, regarding a tenant is recoverable from the unit owner.
- E. No unit may be rented for less than 30 days, no more than three times per year calendar. No lease may be longer than one (1) year in length.
- F. No subleasing or assignment of lease rights is allowed unless the sub-lease or subtenants are approved pursuant to the provisions of this section.
- G. **Tenants are not permitted to keep pets of any kind.**
- H. **Tenants are not permitted to have trucks unless it is parked in a garage from 12 midnight to 6 AM daily.**
- I. Owners renting their units transfer any privilege to use Master Association facilities or Gardens B property to that of their tenant. Owners may not store a vehicle in common areas while renting their unit.
- J. An Owner's guest is the responsibility of the Owner.
- K. It is strongly recommended that family and friends staying at Gardens B in the absence of the Owner be registered. This will assist them in accessing the property and save them embarrassment with the Master Association when using the facilities.

#### **2. An Owner intending to make a Lease of his Unit must give to the BOD or its authorized representative written notice at least twenty (20) days prior to the proposed transaction, together with a copy of the lease, name and address of the proposed lessee and such other information as the BOD may reasonably require. The BOD or its authorized representative may require the personal appearance of any lessee and his/her spouse, if any, as a condition of approval.**

A. All vehicle information shall be given including make, year, color, license plate number, and state. Failure to provide such information will be automatically be denied approval.

B. Approval – After the required notice and all information or appearances requested, have been provided the BOD or its designee, shall approve or disapprove the proposed lease within fifteen (15) days. If the BOD or its authorized representative neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval.

C. Disapproval – Approval of the Association shall be withheld if a majority of the whole BOD so votes, and in such case the lease shall not be made. The BOD may not approve a lease when the payment of assessments for that Unit is delinquent.

### **Pet Lovers Considerations...**

1. The Owner(s) of each Unit may keep one (1) small pet, of a normal domesticated household type such as a cat or dog, in the unit. The pet must be less than twenty (20) pounds in weight and the pet must be leashed at all times while on the condominium property facilities.

A. Each pet Owner shall be responsible for the removal and disposal of their pet's body waste.

B. The ability to have such a pet is a privilege, not a right, and the BOD is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents of the Condominium.

C. **Tenants are not permitted to keep pets of any kind.**

### **MISCELLANEOUS**

#### **1. Garbage Tidbits...**

A. No garbage cans, supplies or other articles shall be placed in the walkways or on the staircase landings.

B. Trash pick up is twice per week (Wednesdays & Saturdays). Recycle pick up is once per week (Wednesdays). Please place your containers on the curb instead of on the grass (to preserve the sod and irrigation) area after 6 PM the evening before scheduled pickup and remove as soon as trash pick up is completed. Owners who have large items for the trash must call Waste Management at (239) 252-2380 before putting the item on the Condominium property.

#### **2. For Sale Signs...**

A. Owners are not permitted to place "For Sale" signs on common property, in their windows, or in their vehicles.

#### **3. Storage of Miscellaneous Articles...**

A. Articles belonging to unit Owners may not be left or stored outdoors when not in use. This includes lawn furniture, toys, bikes, shoes, towels, etc. Bikes should be indoors or in the bike racks only.

#### **3. Trucks and Other Vehicles...**

A. No trucks, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles or vans shall be placed, parked or stored upon any site, the Master common areas or in the Neighborhood common areas. Violators are subject to being towed at their expense.

#### **4. Enforcement...**

A. Observation of rules infraction

i. Should be directed to the Onsite Office preferably in writing.

ii. If infraction is currently ongoing, please direct the complaint to the Office via telephone immediately.

iii. In the event damage to the Association property occurs, cost of repairs will be automatically billed to the responsible party. An additional fine may be levied if the BOD wishes to pursue further action.

B. Procedure

i. Investigation of the complaint is a BOD responsibility. The BOD may request the Management Company to collect the information required.

ii. If infraction appears to be deliberate, no warning is necessary.

iii. BOD may take any action deemed necessary to mitigate an infraction as it sees fit.

## Frequently Asked Questions

**1. What are my voting rights in the condominium association?**

The Owner of each unit shall have one (1) vote. No vote is divisible.

**2. What restrictions exist in the condominium documents on my right to use my unit?**

See Article 12 for specifics. One (1) small domesticated pet weighing less than **twenty (20) pounds** is permitted. No use of a unit shall be unreasonably disturbing or detrimental or a nuisance to other unit owners. No trucks, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles or vans as determined by the Board of Directors of the Master Association or the Neighborhood Association, as the case may be, shall be placed, parked, or stored upon any site, the Master Association, Common Areas, or in the Neighborhood Common Areas. Violators are subject to being towed at their expense.

**3. What restrictions exist in the condominium documents on leasing my unit?**

No unit may be leased for a period of less than **thirty (30) days** or no more than **three (3) times per year**. No pet(s) allowed at any time.

**4. How much are my assessments to the condominium association for my unit dues and when are they paid?**

\$1,285.00 / quarterly (2020/2021 Fiscal Year).

**5. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**

The condominium association is a member of Lakeside of Naples Residents Association (LNRA); therefore, each unit owner is a member of LNRA. The master association (LNRA) assessment is included in the quarterly condominium association assessment.

**6. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

Included in quarterly assessment dues mentioned in #4 above.

**7. Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.**

No.

**9. How do I access the entry gate, clubhouse and clubhouse pool area?**

Stop by the onsite office (attached to the gate) Monday through Friday 8:30 am – 4:00 pm or call (239) 591-1661 to receive access cards, bar code stickers and personal access codes.