The purpose of most of the rules of the community is to create a 'good neighbor' environment as well as to ensure preservation of neighborhood building and street integrity.

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 care 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).

# <u>PETS</u>

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

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

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

#### Tenants are not permitted to keep pets of any kind.

## MISCELLANEIOUS

### Waste Management - Trash Removal

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

pick-up is twice per week- Wednesdays & Saturdays. Recycle pick-up is once per week (Wednesdays). Please place your containers on the curb after 6:00 PM the evening before the scheduled pick-up and remove containers as soon as trash pick-up is complete. Do not place your containers on the grass to preserve the sodand irrigation area. Owners who have large items for trash or bulk pick-up must call Waste Management at (239) 252-2380 to schedule the pick-up before putting the item on the Condominium property.

### 'For Sale' Signs

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

#### **Storage of Miscellaneous Articles**

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 secured in the bike racks only.

## **Trucks and Recreational Vehicles**

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

### Enforcement

Observation of rules infraction should be directed to the Management Office preferably in writing.

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

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 Board of Directors wish to pursue further action.

# **Enforcement Procedure**

Investigation of the complaint is the responsibility of your Board of Directors; however, the Board may request the Management Company collect the information required.

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

Your Board may take any action deemed necessary to mitigate an infraction as it sees fit.

Outside business hours, any significant form of disturbance or incident witnessed by a Lakeside resident should be called & reported to the Collier *Non-Emergency* Sheriff's Department via phone number 239-252-9300. An officer will come out and take a report of the issue.

# 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 devisible.

### 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, 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?

\$1,315 / quarterly (2021-2022 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 the mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each case.

No.

## 8. 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 - 4:30 pm or call (239-591-1661) to receive access cards, bar code stickers and personal access codes.