Avellino Isles

Avellino Isles Condominium Association, Inc.

Rules and Regulations

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1. INTRODUCTION

We live in a community in which we benefit from shared ownership of beautiful property and recreational facilities. Such ownership necessarily requires Rules and Regulations that promote safe and considerate enjoyment of our community and facilities.

The following Rules and Regulations governing the use of our facilities are intended to protect the health and safety of those who reside here as well as to comply with insurance requirements designed to protect the Avellino Isles Condominium Association, Inc. (the Association) from liability exposure. The Rules and Regulations are also intended to preserve the use of the facilities for the enjoyment of *all* Unit Owners, Lessees, Guests and Invitees and are based on common sense and courtesy to others who use the facilities.

These Rules and Regulations have been adopted pursuant to the power granted to the Association Board of Directors (the Board) in Section 7 of the Bylaws of the Association (the ñBy-Lawsò). These Rules and Regulations are subject to revision and amendment by the board at any time. Moreover, these Rules and Regulations supplement but do not supersede the Declaration of Condominium of Avellino Isles, a Condominium (the ñDeclaration), the Bylaws, the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards of Naples (the ñMaster Declarationò), or Florida Statutes

These Rules and Regulations are for the Association properties, common elements, limited common elements and units, and have been approved by the Board of Directors of the Association. Members of the Association shall use their best efforts to ensure that their Families, Guests, Lessees, Invitees, and any persons over whom they exercise control and supervision faithfully observe these Rules and Regulations.

2. <u>BUILDINGS AND COMMON AREAS:</u>

A. Unit Owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any building or any other portion of the Condominium property is subject to the provisions of the Declaration of Condominium and prior written approval by the Board of Directors. For example, no Unit Owner may, without the prior written approval of the Board, install screen doors, or apply any type of film or covering to the inside or outside of window or door glass, or make any changes outside of the unit, including painting or other decoration, or the installation of any electrical wiring, television antennas/satellite dishes, or appliances or in any manner change the exterior appearance of any portion of the condominium. All such additions, changes or alterations must be presented in writing to the Board for approval accompanied by written plans or drawings and specifications. The Board shall approve such requests at the Boardôs discretion and only if the Association is protected against, or indemnified as to, construction liens and/or claims arising from such work.

B. Personal property of Unit Owners shall not be stored outside their units. The sidewalks, walkways, entrances and stairs must not be obstructed or used for any purpose other than ingress and egress to and from the units, nor shall any garbage cans, supplies, containers, carriages, toys, bicycles, wagons, shopping carts, chairs, benches, tables or any other personal property be left thereon. Unit Owners may keep normal porch furniture on their lanais, but the Board may order the removal of any items of personal property on the lanais, which, in the Boardôs judgment, detracts from the aesthetic appearance of the Community.

C. No linens, cloths, clothing, curtain, rugs, mops, laundry of any kind or other articles may be shaken or hung from any windows, doors, walkways, balconies or entry ways, or exposed on any part of the limited common elements; and the common elements shall be kept free and clear of refuse, debris and other unsightly material.

D. No Unit Owner shall allow anything to fall from the windows, walkways, sun porches, balconies, entryways or doors of the premises, nor shall an owner sweep or throw from his or her unit any dirt or other substances outside of the unit or on the limited common elements or common elements of the Condominium.

E. No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.

F. No propane, charcoal or other organic fueled grills or barbecues are allowed on the condominium property except for the grills provided in the grill area of the clubhouse. Small electric grills may be used on lanais, providing they do not cause a nuisance to other units and subject to removal in the judgment of the Board.

G. The use of Units and of Common Elements shall be consistent with existing law and the governing documents of the Association and shall not constitute a general nuisance or in such a way as to be injurious to the reputation of the Association and the property.

H. Common Elements shall not be obstructed, littered, defaced or misused in any manner. No camping or related facilities are permitted on any Common Elements.

I. All garbage and recycle must be placed in their respective carts. If garbage or recycle will not fit in the respective carts, a request for special pickup must be made. Garbage and recycle carts may only be placed at curbside from 6 p.m. the night before collection until 6 p.m. the day of collection as per Collier County Regulations. Separate recycle carts from garbage carts on either side of the driveway at the curb and leave 2 feet of space between carts to ease pickup. When not placed for pickup, all garbage and recycle carts must be stored in the unit's garage.

J. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common elements by any Unit Owner or occupant without the prior written permission of the Board of Directors.

K. Unit Owners and their Families, Guests, Lessees and Invitees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of any buildings.

L. The coverings and appearance of windows and doors, whether by draperies, shades or other materials visible from the exterior of the unit, shall be white or off-white in color, and subject to the approval or disapproval by the Board.

M. Dryer vents and air conditioning drain lines are critical maintenance items for each Unit Owner. Therefore, the Unit Owner shall have these two areas professionally cleaned at least annually. All Unit Owners must provide the Management Company with a copy of the invoice for the services as evidence that the services have been performed. If proof of required cleaning is not provided by the Unit Owner, the Association may, but is not required to, have the cleaning performed and charge the Unit Owner for the cleaning.

3. LANDSCAPING:

A. Unit Owners, Guests and Lessees may not alter the landscaping in any way. **Under no circumstances will any climbing plants or vines such as bougainvillea be allowed.**

B. It is permissible to plant flowers or plants in pots, planters or boxes on lanais, sundecks and entryways *near* front doors and garages without prior Board approval, so long as they are properly maintained and consistent with the overall look and feel of the community. The Board may order removal of any such items, which, in the Boardôs judgment, detracts from the aesthetic appearance of the Community.

4. CLUBHOUSE AND POOL:

A. CLUBHOUSE AND POOL:

1. The definitions of ñClubhouse,ò ñPool and Spa Area,ò and ñGrill Areaò are:

i. The Clubhouse includes the exterior space with tables under the portico adjacent to the pool.

ii. The Pool and Spa Area includes the tiled areas inside the drainage grates and areas where lounges are placed.

iii. The Grill Area includes the area under the grill portico plus the immediate adjacent area, the side entrance and the umbrella table area.

B. CLUBHOUSE:

1. All residents who use the clubhouse are responsible for making sure the doors are locked when exiting the clubhouse.
2. Clubhouse hours are 6 a.m. to 10 p.m. An adult must accompany anyone under 16 years old.
3. No pets of any kind are permitted in the clubhouse.
4. **Reservations are required for gatherings of 20 or more people.** When the Clubhouse is reserved, no other residents are allowed to use the Great Room/Kitchen areas. All reservations must be submitted and approved through the Property Manager. See Section 11: Forms for the reservation form.
5. The music sound system is not to be used unless the clubhouse has been reserved.
6. Smoking is prohibited in all areas of the clubhouse. No alcohol is allowed in the fitness room.
7. Swimming pool attire is prohibited in any area of the Clubhouse other than the restrooms.
8. People must be 16 years old to be in the Fitness Area.
9. After working out, please clean the machines with the provided spray and towels.
10. The Clubhouse shall not be used for religious, office, business, commercial or other work related functions.

C. SWIMMING POOL, SPA AND GRILL AREA

1. The pool and spa will be open daily from dawn to dusk. No one may be in the pool or spa after dusk, per Florida law. The grill area is open until 10 p.m.
2. There is no lifeguard on duty. All persons using the pool, spa and associated facilities do so at their own risk.
3. An adult must accompany children under 16 years old and children must be at least 14 years old to use the spa.
4. Children wearing diapers or rubber pants are not allowed in the pool or spa. Parents or adult guardians of children using these areas must be present and in constant attention. Diaper changing must be done in the Clubhouse restrooms.
5. Swimsuits are the only acceptable attire in the pool and spa.
6. All persons must shower before entering the pool or spa.
7. The association is not responsible for lost or stolen articles.

8. No activity is permitted which may endanger the safety of pool or spa occupants or cause discomfort to others using the pool or its facilities. This includes diving, acrobatics, running, pushing, wrestling, playing ball, and general horseplay of any kind.

9. The use of radios at poolside is restricted to those using earphones.

10. No food is allowed in the pool and spa area.

11. No china, glass or glass containers are permitted in the pool areas at anytime. This also applies to lotions, creams, etc. in glass or breakable plastic containers.

12. Patio furniture and sun chairs are available on a first come, first served basis. They may not be reserved or held while absent from the pool area by leaving personal belongings on them.

13. All pool/patio furniture, sun chairs or umbrellas must be returned to their original secure positions. Grills must be attended at all times when in use.

14. No pets of any kind are permitted in the pool and spa area or grill area.

15. No smoking is allowed in the pool and spa area or grill area.

16. All Unit Owners, Lessees and Guests are expected to follow these rules and regulations. Unit Owners are responsible for insuring that Guests and Lessees have access to and are aware of these rules. Violations may result in temporary or permanent loss of pool privileges.

5. UNIT OWNER'S ABSENCE:

A. In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association will retain passkeys to all units. All Unit Owners must provide a key to their unit to a member of Board of Directors. Secure storage with a coding system to prevent ready identification of a key to a particular unit will be in place.

B. Any Unit Owner who plans to be absent from his unit for an extended period of time and leaving it unoccupied must prepare his unit prior to his departure in the following manner:

1. Remove all furniture, plants and other objects from around the outside of the unit, including the lanai and limited common areas.

2. Designate a responsible caretaker to care for the unit in case the unit suffers any damage, for example from water, storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each Unit Owner's designated caretaker.

3. **Shut off water.** Water shut-off valves are located in different places in different units. The Unit Owner/Lessee should acquaint themselves with the location in or around the unit they occupy.

   i. Most 3-story units will have it located outside the unit in a box in the ground about 20 feet down either side of the building. The box will contain 3 shutoff valves for the 3 units on that side. An alternative is to use the shut-off valve in the garage.

   ii. Most 2 story units will have it located outside the unit in a box in the ground about 20 feet down either side of the building. The box will contain 2 shutoff valves for the 2 units on that side.

   iii. Some units have a shutoff valve in the garage.

C. The cost of any damage to other units due to water from a unit while the Unit Owner, Guest or Lessee is absent, including but not limited to the repair or replacement of interior structure, walls, paint, appliances, personal property, etc. is the responsibility of the Unit Owner. Failure to shut off water, routinely clean air conditioning drains and/or have a caretaker making periodic inspections of the unit is *prima facie* evidence of negligence and makes the Unit Owner liable for all resulting damage.

D. If the Unit Owner and his or her family who permanently reside with him are absent and the unit has not been leased, the Unit Owner may permit his or her unit to be occupied by his or her Guests only as follows:

1. Any one person, who is the parent or child of the Unit Owner or of the Unit Ownerôs spouse, if any, may occupy the unit in the absence of the Unit Owner for a period not to exceed sixty (60) days. That personôs spouse and children may accompany him or her. The total number of occasions for occupancy by all Guests combined shall be limited to four (4) in any one calendar year.

2. House guests who are not a parent or child of the Unit Owner are permitted occupancy in the Unit Ownerôs absence provided the total number of Guests is limited to 2 per bedroom. Such Guests may stay up to 30 days and the total number of occasions for this type of Guest occupancy in any unit shall be limited to three (3) in each calendar year.

3. All Guests must complete the form ñNotification of Non-Owner Occupancyò and provide it to the Property Manager. See Section 11: Forms.

6. LEASING UNITS:

For the convenience of the Unit Owners and Lessees, this section of the Rules and Regulations summarizes Section 13. Leasing of Units in the Declaration, which is controlling.

For both the Unit Owner and Lessee:

A. General. All leases of units must be in writing. A Unit Owner may lease only the entire unit after receiving the approval of the Board of Directors. The Lessee must be a natural person, not a corporation, LLC, partnership, etc. The perspective Lessee must submit an application (See Section 11: Forms) to the Association to gain approval from the Board to the lease. To prevent overtaxing the facilities, a Unit Owner whose unit is leased may not use the clubhouse, pool or parking facilities of the condominium during the term of the lease. The Property Manager shall provide a written copy of these Rules and Regulations to each Lessee. No pets of any kind are allowed in Leased Units. All Units are for living quarters only. Occupants shall not use a Unit for any other purpose.

B. Term of Lease and Frequency of Leasing. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option to extend or renew the lease for any additional period shall be permitted without Board approval. The Board may, at its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the Lessee is allowed without prior written approval from the Board.

C. Failure to Give Notice or Obtain Approval. If the Unit Owner does not give proper notice, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval, may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the Lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

D. Registration with the Association. Prior to occupancy the Lessee shall compete the form ñNotification of Non-Owner Occupancyò and provide it to the Property Manager. See Section 11: Forms.

For the Lessee:

A. Occupancy During Lease Term. No one but the Lessee, his or her Guests, his or her Family Members within the first degree of relationship by blood, adoption or marriage, and their spouses and Guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

B. Occupancy in Absence of Lessee. If a Lessee absents himself from the unit for any period of time during the lease term, his or her family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restriction in the Rules and Regulations. If the Lessee and all of the Family Members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

C. Regulation by Association. All of the provisions of the condominium documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a Lessee or Guest to the same extent as against the Unit Owner. A covenant on the

part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the condominium documents, designating the Association as the Unit Ownerôs agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

For the Unit Owner:

A. Notice by the Unit Owner. Any Unit Owner intending to lease his or her unit shall give to the Board of Directors via the Property Manager written notice of such intention at least thirty (30) days prior to the first day of occupancy. A completed ñApplication for Approval to Purchase or Lease a Condominium Unitò information form, an executed copy of the Lease Agreement and payment of a non-refundable Processing Fee of $120.00 plus $20 per additional adult on the application shall accompany notification. Blank forms will be available from the Board of Directors or the Property Management Office. The Board may require a personal interview with any Lessee and his or her spouse, if any, as a precondition to approval. Part of the approval process will include criminal and financial background checks.

B. Board Action. After the required notice and all information and/or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the Lessee.

C. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes. Appropriate grounds for disapproval shall include but not be limited to the following:

1. The Unit Owner is delinquent in the payment of assessments at the time the application is considered or has not provided a key for their unit to the Property Management Company to allow for emergency entrance to their Unit.

2. The Unit Owner has a history of leasing his or her Unit without obtaining approval or leasing to troublesome Lessees and/or refusing to control or accept responsibility for the occupancy of his or her Unit.

3. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Covenants and Restrictions applicable to the Condominium.

4. The prospective Lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.

5. The prospective Lessee has a history of conduct, which evidences disregard for the rights and property of others.

6. The Lessee, during previous occupancy in this Condominium or another, has evidenced an attitude of disregard for the Association's Rules and Regulations.

7. The prospective Lessee gives false or incomplete information to the Avellino Isles Condominium Association Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

8. The Unit Owner fails to give proper notice of his intention to lease his or her Unit to the Avellino Isles Condominium Association Board of Directors.

9. The Avellino Isles Condominium Association Board shall have the power to evict the Lessee without securing consent from the Unit Owner if the Lessee violates any of the Avellino Isles Condominium Association Rules and Regulations.

7. PETS: **The Unit Owner may keep up to two small pets (cats, dogs and birds only), which do not exceed 25 pounds or one pet not to exceed 50 pounds. The Unit Owner may also have one fish aquarium (maximum 50 gallons).** The pet(s) must be carried under the Unit Owner's arm or be leashed at all times while on the Condominium property outside of the Unit. The ability to keep 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 does not comply with this rule and/or which, in the judgment of the Board, becomes a source of annoyance to other residents of the Condominium. No pets of any kind are permitted in leased units. No reptiles, rodents, amphibians, poultry or livestock may be kept at the Condominium. Unit Owners who walk their pets must clean up after their pets. Pets may not be left unattended or leashed on lanais, entries, Common Elements or in garages. No pets are allowed in the clubhouse, pool, spa or grill area. Unit Owners, Family, Guests and Invitees are prohibited from feeding feral animals at any time.

8. VEHICLES:

A. Motor driven vehicles of every description operated on any street, roadway or common area shall comply with all of the requirements of the Vehicle and Traffic Laws of the State of Florida including but not limited to protective apparel, equipment, registration, emission and noise control devices and the like. The speed of all vehicles shall not exceed limits as designated and posted.

B. PARKING

1. No boats, trailers, trucks, commercial pickup trucks, commercial vans or other commercial vehicles, shall be placed, parked or stored upon the Condominium Property or the Common Elements for a period of more than four hours unless such vehicles are necessary in the actual construction or repair of a structure or unit, ground maintenance or the moving of household furniture and goods. Recreational Vehicles are permitted on the Condominium Property for a maximum of four hours for loading or unloading per event.

2. **Notwithstanding paragraph B(1) above, any personal, non-commercial pickup truck owned by the Unit Owner or Family Member must be of a size to be able to be parked, and may only be parked, in the garage of the Unit Owner with the door closed. Lessees may not place, park or store a pickup truck of any kind on the Condominium property.**
3. No maintenance or repair work shall be performed upon any boat or motor vehicle on the Condominium Property, except within a building where it is totally isolated from public view.
4. Parking on the street is permitted for up to four (4) hours. Parking any vehicle on the street overnight is prohibited. Overnight guest parking spots, if required, have been provided in front of the clubhouse. These additional parking spots are for temporary use only and not for long-term parking. Unit Owners, Lessees and Guests may park in these areas on a temporary basis including overnight. However due to high traffic in some areas, they are requested not to park for an extended period directly in front of the mailboxes or close to the gate entries to the pool or the front door of the clubhouse. All vehicles parked overnight in front of the clubhouse must have the driverôs name, unit number and contact phone number displayed on the dashboard.
5. Unit Owners have space for 2 cars in each unit. **A Unit Owner or Lessee may have no more than one permitted vehicle parked overnight on the driveway in front of their Unit's garage.** The ideal is to have all Unit Owners/Lessees utilize the unit garage for parking permitted vehicles, rather than parking on driveways.
6. Parking on the grass is prohibited. The cost of any damage, including but not limited to the repair or replacement of broken sprinkler heads, will be assessed to the Unit Owner related to the identified, violating vehicle.
7. Guests of a private party held at the individual Unit Ownerôs home may park on the street. Guests of a private party held at the clubhouse must park in designated parking spaces only. Fire Department and Emergency Vehicles require there be no parking on the street near the pool or clubhouse during clubhouse events. The hosting Unit Owner/Lessee is responsible for proper guest parking. If the hosting Unit Owner/Lessee uses a Valet Parking Service, the Valet Parking Service cannot prevent residents from parking at the clubhouse. In addition, the Valet Parking Service must supply a copy of their current liability insurance, workmenôs compensation insurance and their vendorôs license. The liability insurance must be for a minimum of $2,000,000 and must be effective to a date beyond the rental date for the Clubhouse reservation. This must be submitted with the clubhouse reservation agreement. A current insurance certificate must be resubmitted within 7 days of the reservation date to confirm that the coverage is still in effect on the reservation date.
8. Electric/Hybrid vehicles may not use any electric outlets on the Common Elements.

C. TOWING **-** The Avellino Isles Condominium Association shall have the right, with or without notice, to authorize the towing away of any vehicles parked in violation of these Rules and Regulations and/or any posted signs, with all towing, storage and other costs charged by the towing company to be borne jointly and severally by the vehicle owner and the associated Unit Owner.

9. NOISE AND DISTURBANCES:

A. No Unit Owner shall use his or her unit, or permit the unit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit or would not be consistent with the maintenance of the highest standards for a first-class residential condominium, nor shall a Unit Owner permit the premises to be used in a disorderly or unlawful way. Noise from the unit shall not be audible outside the unit. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

B. No Unit Owner shall make or permit any disturbing noises by himself, Family Member, Guest, Lessee or Invitee, which are audible outside the unit, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall operate or permit to be operated a phonograph, television, radio or musical instrument in such a manner that the noise is audible outside the unit or in such manner as to unreasonably disturb or annoy other occupants of the Condominium.

10. ENFORCEMENT OF RULES AND REGULATIONS

A. Every Unit Owner, Lessee, Guest, and Invitee shall comply with these Rules and Regulations, in addition to any Rules and Regulations that from time to time may be adopted, and the provisions of the Declaration, Bylaws, and the Master Declaration (all as amended from time to time) to the extent applicable. Failure to comply shall be grounds for legal action, which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

B. In addition to all other remedies, at the sole discretion of the Avellino Isles Condominium Association Board of Directors, as provided under Section 8 of the Bylaws, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, Lessee, Family, Guests, or Invitees to comply with any covenant, restriction, Rule and Regulation herein or in the Declaration, Articles of Incorporation, Bylaws or the Master Declaration. Violations shall be handled in accordance with existing enforcement and fining procedures as specified in the Declaration.

C. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof. Each day that an infraction or violation occurs after the applicable party has received notice thereof shall be deemed a new infraction or violation.

D. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Avellino Isles Condominium Association may be otherwise legally entitled.

These Rules and Regulations shall apply to all Unit Owners, Guests, Lessees, Family Members and Invitees. The Avellino Isles Condominium Association Board of Directors may at its sole option, grant relief to one or more Unit Owners from specific Rules and Regulations upon written request demonstrating good cause for such relief.