RULES AND REGULATIONS

AVALON OF NAPLES I CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Avalon of Naples I, a Condominium. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, stairwells, passages, vestibules, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other personal property or equipment shall be stored in them.

2. Each Unit Owner's personal property must be stored within the Unit or the Limited Common Elements associated with the Unit.

3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

a. Nothing is to be attached, hung, displayed or placed on porches, exterior walls, doors, balconies or windows of the Building without advance written approval of the Association, including, but not limited to, signs, awnings, screens, window tinting, wreaths, statuaries and other such fixtures and equipment.

b. An exception is made for the replacement of builder installed door bells with door bells that provide a camera at the doorway. The brand "Ring Doorbell" may be installed without approval of the Association. Any doorbells installed to replace builder doorbells prior to the issuance of this revised rule are considered to be grandfathered.

c. An exception is made for the placement of a lock box on the front door that key for emergency responders in the event of a medical or other emergency. The brand "Knox HomeBox" may be used without approval of the Association. Any lockboxes in place prior to the issuance of this revised rule are considered to be grandfathered.

d. Nothing is to be planted or grown outside of the Unit, including any type of tree, vine, grass or any other type of plant, except for potted plants in containers that are 12 inches or less in size.

e. An exception is made for wreaths that are hung (not attached) on the front door.

4. Neither rugs, laundry nor any other article(s) shall be shaken or hung from windows, doors, or exterior walls. Provided however, without consent of the Association (i) a Unit Owner may display one portable, removable United States flag in a respectful way, and (ii) on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a Unit Owner may display in a respectful way, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. In addition, a Unit Owner may attach a religious object not to exceed three inches (3") wide, six inches (6") high, and 1.5 inches (1.5") deep on the mantel or frame of the door of the Unit.

5. Garbage and other refuse shall not be allowed to accumulate in the common elements or limited common elements and shall be placed only in designated areas.

6. Employees and vendors of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's or vendor's duties. The Board of Directors shall be solely responsible for directing and supervising any employees or vendors of the Association.

7. No Unit Owner shall alter any lock, nor install any new lock, without notice to the Board of Directors, and the Unit Owner shall provide the Association with an additional key to the Unit for emergency access. The Unit Owner shall be responsible for any costs or expenses incurred by the Association to gain emergency access should the Owner fail to provide a key that functions properly.

8. Food and beverages may not be consumed on the Common Elements, except in a manner specifically approved in advance by the Association.

a. Glass containers are not allowed anywhere in the pool area, including the pook deck and while in the pool

9. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors.

10. No aluminum foil or white paper may be placed in any window or glass door of a Unit, and no reflective or tinting substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.

11. Except as may be required by federal law, no exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as communication systems.

12. No boats, trucks over 3/4 tons, commercial vehicles, trailers, recreational vehicles, motor homes or other motor vehicles, except four-wheel passenger automobiles or non-commercial vans, SUV's or pick-up trucks, as determined by the Board of Directors, shall be placed, parked or stored upon the Condominium Property or in the Common Elements for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance. No maintenance or repair shall be performed upon any boat or motor vehicle not owned or controlled by the Association or the Developer in the Condominium Property.

13. With the exception of signs used or approved by the Association or Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed,

painted or affixed in, or upon any part of the Common Elements or any part of a Unit or Limited Common Element associated with such Unit so as to be visible outside the Unit of the Limited Common Element. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, windows, roof or other portions of the building or on the Common Elements.

14. Pets shall not be permitted to become a source of annoyance or a nuisance or danger to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines. Solid wastes from pets must be picked up and disposed of properly by their owners.

15. Pets and fish may be kept on the condominium property only in accordance with the provisions of section 17.3 of the Declaration and the following:

a. No dog or cat shall be permitted outside of its owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. No more than two (2) household pets shall reside within any Unit, to be limited to dogs, cats or fish. No dog or cat shall be of a dangerous breed or disposition, which shall be determined at the discretion of the Board of Directors. No variance to the number of pets allowed may be granted.

b. Aquariums may not exceed fifty-five (55) gallon in capacity. A Unit Owner shall be limited to one (1) aquarium.

c. Pets are not permitted on any part of the Common Elements except (i) when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's Unit, or (ii) pursuant to uniform rule and regulations adopted by the Board. Pets are not allowed in any lakes, pools or pool areas.

d. Guests and tenants of Unit Owners shall not be allowed to bring pets onto the Condominium Property without advance approval of the Association, which may be withheld on any reasonable grounds.

16. No Unit Owner shall make disturbing noises or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played) in his Unit or on the Common Elements appurtenant to it, any musical instrument, phonograph, television, radio or the like at loud volumes after 10:00 pm or in a way that otherwise unreasonably disturbs or annoys other Unit Owners or occupants.

17. No radio or television installation or other electronic equipment shall be permitted in any Unit or any Limited Common Area if it interferes with the television or radio reception of another Unit or any Limited Common Area.

18. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used for normal household purposes.

a. No gas fired, electric or charcoal cooking grills may be used or stored on any balcony, lanai or within 10 feet of any structure as per Florida Fire Prevention Code

NFPA 1, Section 10.10.6. The grills may not be stored anywhere outside of the Unit.

b. Storage of low-pressure gas (LPG) cylinders in any Unit or garage us limited to two (2) 2.7 lbs. cylinders per resident (NFPA 58 LPG Code 2014, Section 8.3.5). The cylinders may not be stored anywhere outside of the Unit.

c. The use or storage of standard 20 lbs. LPG cylinders is expressly prohibited.

d. Unit Owners are responsible foe cleaning any grease, drippings, etc. from driveway pavers.

19. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage and furnishing the Association with the name(s) of that firm or individual. Hurricane shutters or other protective materials may not be installed more than 72 hours prior to the arrival of a named storm, and they shall be removed within 7 days of the conclusion of hurricane or tropical storm conditions. Roll-down and other shutters that are intended to be installed in a permanent fashion may only be installed in accordance with the Association's adopted standards for location, material and appearance.

20. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Playing shall not be permitted in any of the hallways, stairways, entranceways, Clubhouse, pool area or other areas where to do so would be unreasonably disturbing to residents, and persistent loud noises will not be tolerated. In no event shall children under the age of eighteen (18) years be permitted in the areas that may be designated from time to time by the Board of Directors, unless accompanied by an adult.

21. No parking is allowed at any time in community roadways, other than for the purpose of active deliveries, loading or unloading.

a. The Amenity parking area shall only be used by residents and guests present at, and in use of, the Amenity.

b. Cut-out parking (46 spaces) shall only be used for guest parking, and only for reasonable periods of time.

c. Resident owned vehicles shall only be parked in resident driveways and garage spaces.

d. Residents shall not use any Amenity or Guest Parking spaces for regular parking.

22. No portion of a Unit, other than the entire Unit, may be rented. A Unit shall not be leased without advance written approval of the Association, which shall not be unreasonably withheld. The Association shall have the right to disapprove tenants and occupants who have a) been convicted of a felony involving violence to persons or property, or involving minors, sex offenses or controlled substances; b) been evicted from a community or home due to infractions of rules; c) provided incomplete or inaccurate information in the lease application process. Owners who are delinquent in monetary or other obligations to the Association are not permitted to lease their Unit.

No Unit may be rented more than three (3) times in any calendar year, with each rental period for a time of not less than thirty (30) consecutive days, except for a rental during the entire month of February which may be for a time of not less than twenty-eight (28) consecutive days. Subleasing of a Unit is not permitted.

23. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, and By-Laws of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant 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. In addition to all other remedies, a fine or fines may be imposed upon a Unit for failure of a Unit Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the following procedures are adhered to:

a. Notice: The Association shall notify the owner, occupant, licensee or invitee of the reported or alleged infraction or infractions, and shall provide an opportunity for a hearing to such individuals. Included in the notice shall be a date and time of the hearing at which time the owner or occupant shall have the right to present reasons why a fine should not be imposed. The hearing shall be scheduled at least 14 days after the issuance of the notice.

b. Hearing: The non-compliance shall be presented to a committee of Unit Owners formed for that purpose, which committee shall hear reasons why a fine should not be imposed. A written decision of the committee shall be submitted to the owner, occupant, licensee or invitee by no later than twenty-one (21) days after the Unit Owners' committee meeting. If the Unit Owners' committee does not agree with the fine, the fine may not be levied.

c. Amount: No fine may exceed $100.00 per violation, with each day being considered a separate violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. Provided however, no fine shall, in the aggregate, exceed $1,000.00.

d. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice that the committee has upheld the fine, and if not timely paid shall accrue interest at the maximum rate allowed by law until paid.

e. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

f. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

g. No Lien. No fine will become a lien against a Unit.

24. Except as otherwise required by law, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, or to Units owned by the Developer until they are conveyed. They shall apply, however, to all other owners and occupants of Units.