Avalon of Naples III Condominium Association, Inc.

Rules and Regulations



Cardinal Management Group of Florida, Inc.

AVALON OF NAPLES III
RULES AND REGULATIONS

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AVALON OF NAPLES III
RULES AND REGULATIONS

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INTRODUCTION

Why publish Rules and Regulations?
There are many reasons to promulgate Rules and Regulations, not the least of which is our Governing Documents allow the Association to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements, Units and the Condominium Property. More to the point, the Rules and Regulations give us some guidance on respectful behavior. We know condominium living is not for everyone. We believe it is easier to integrate into our community if we publish clear Rules and Regulations to help define expected and courteous behavior.

What is the source of the Rules and Regulations?
The first source is our own Governing Documents. Publishing the Rules and Regulations provides a place to further describe items mentioned in those documents. Collier County and the City of Naples also disseminates regulations and guidelines for operational and safety matters. The State of Florida enacted statutes governing condominium associations which impact all communities. These Rules and Regulations bring together matters from all those sources. The intent of the Rules and Regulation is to promote a safe and comfortable environment which we all can enjoy.

These Rules and Regulations may be amended by the Board of Directors from time to time as laws, ordnances, and circumstances change.

The rules and regulations are supplemental to the provisions of the Declaration of Condominium, Articles of Incorporation and Bylaws and any amendments thereto (hereinafter collectively referred to as the "governing documents"). The rules and regulations hereinafter are adopted by the Board of Directors pursuant to section 11.1(g) of the Declaration and section 14 of the Bylaws and shall be deemed in effect until amended by the Board of Directors.

If any of the following rules and regulations are determined to be in conflict with the governing documents, or applicable Florida Statute or law, as any of the foregoing may be amended from time to time, that rule or regulation shall be considered to be amended only to the extent necessary to comply with the applicable provision of the governing documents, law or statute.

Do the Rules and Regulations apply to everyone?
Yes they do. They apply to Owners, their families, Guests, Tenants, licensees, invitees and any person using any part of our property. It is the responsibility of each Unit Owner to be sure each Guest, Tenant, or any person on the property be familiar with and understand our Rules and Regulations.

See Something, Say Something
In order to keep our property in pristine condition and to control our maintenance costs it is important that everyone promptly report any potential violation of the associations governing documents, including these rules and regulations, repair, maintenance, or safety issue to the Property Manager. The Property Manager's contact information is located on the bulletin board near the mail boxes and on the Avalon of Naples web site – www.avalonofnaples.com.

ABSENCE BY UNIT OWNER

A Unit Owner who plans to be absent during the hurricane season or a period that exceeds thirty (30) days must prepare the Unit for a storm prior to the Unit Owner's departure and designate a responsible firm or individual who is local to care for the Unit and act on the Owner's behalf in the event of an emergency. The Unit Owner must furnish the Association with the name(s) of that firm or individual providing this service. Owners shall also take reasonable steps to protect the property. The following are suggested steps to prepare a Unit for vacancy before a storm and/or if the Unit will be vacant for more than thirty (30) days:

- Ensure that air conditioning system serving the Unit is serviced and functioning normally;
- Set air conditioning thermostat 78 or lower degrees and humidistat, if you have one, to relative humidity of 40 to 60 percent;

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- Remove potted plants from the exterior of the Unit, including the lanai, balcony and from the entryway;
- Remove furniture from the lanai and balcony;
- Ensure that refrigerator and freezer are serviced and functioning normally;
- Shut off the icemaker;
- Shut off main water valve;
- Ensure that water heater is serviced and functioning normally;
- Cover and seal toilets;
- Ensure that smoke alarms are functioning properly and have fresh batteries;
- Have mail forwarded and newspaper service temporarily stopped;
- Disconnect electric garage door opener;
- Lock and secure Unit.

ACCESS TO EACH UNIT BY THE ASSOCIATION

The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under the Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control, water heater repairs, air conditioning equipment repairs, and preventive maintenance of safety equipment such as fire alarms and sprinkler systems, as well as the right, but not the duty, to enter under circumstances where the health or safety or residents may be endangered. The Association requires a pass-key to all Units. The keys will be maintained in a secure manner by the Property Manager. 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 and shall also be liable for any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key and/or pass-key.

At the discretion of the Unit Owner electronic access codes may be provided to the Association in addition to a physical key.

ANTENNA - EXTERIOR

Except as may be required by law, and in accordance with reasonable architectural criteria adopted by the Association, no exterior satellite dishes or antennae shall be permitted anywhere on the Condominium Property.

CHILDREN - SUPERVISION

Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and Governing Documents shall be required of children. 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.

COMPLIANCE AND FINES

Every Unit Owner and Occupant of the Unit (e.g., family members, Guests, invitees, lessees or employees) shall comply with these Rules and Regulations as set forth herein, any and all other rules and regulations which from time to time may be adopted by the Master Association or any sub-association at Avalon, and the provisions of any Declaration of Condominium and By-Laws applicable to their Unit (all as amended from time to time) (collectively, the "Applicable Governing Documents"). 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, the levying of a fine against their Unit, or any combination of such actions. In addition to all other remedies, a fine or fines and/or suspensions 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 adherence to the procedures described below.

Determination of Fine - The Master Board may levy a fine or fines against the Unit at a duly called Board meeting

in an amount not to exceed $100.00 per violation, with each day being considered a separate violation provided, however, that no fine shall, in the aggregate, exceed $1,000.00. Suspensions of the use of common areas, facilities, gate transponders, clubhouse, common facility/amenity fobs, and non-essential services (e.g. bulk cable TV and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

- **Notice -** The Association will notify each Unit Owner, Occupant, licensee or invitee of any reported or alleged infraction or violation by that Unit Owner or by the Occupant of the Unit of the Applicable Governing Documents. The Owner will either be given a reasonable opportunity to comply or take corrective action to cure the violation, or will be notified the fine(s) or suspension has been imposed and afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:
    1. A statement of the date, time and place of the hearing or a statement that the hearing will be waived if not requested within fourteen (14) days.
    2. A specific designation of the provisions of Chapter 718, Florida Statutes, the governing documents or the rules which are alleged to have been violated.
    3. A short and plain statement of the specific facts giving rise to the alleged violation(s); and the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.
- **Hearing** – The non-compliance shall be presented to a committee of Unit Owners (Fining Committee) formed for that purpose, which committee shall hear reasons why a fine should not be imposed. If the fining committee rejects the fine then the fine may not be imposed. If the fining committee confirms the fine then the fine would be deemed imposed and the Association must send a letter to the Unit Owner no later than twenty-one (21) days after the date of the hearing advising of the amount of the fine and the date due.
- **Fining Committee -** The fining committee shall be a committee of Unit Owners formed for that purpose. It may not be comprised of any officers, directors, or employees of Avalon, or the spouse, parent, child, brother,or sister of an officer, director, or employee.
- **Payment of Fines -** Fines shall be paid not later than thirty (30) days after notice that the fining committee has upheld the fine. No prior notice or opportunity for a hearing is required for the imposition of a suspension upon any member for the nonpayment of any monetary obligation, including a fine that is delinquent in excess of ninety (90) days. The suspension must be approved at a properly noticed board meeting and upon approval, the Association must notify the owner and if applicable, the owner's occupant, lessee, or invitee by mail, electronic transmittal, or hand delivery of the suspension.
- **Application of Fines -** All monies received from fines shall be allocated as directed by the Master Board of Directors.

These remedies' shall not be considered exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

No fine may become a lien against a Unit.

DRONE USAGE

Drones are defined as powered, unmanned, aerial vehicles that use aerodynamic forces to provide vehicle lift, can fly autonomously or piloted remotely, and designed to be recoverable.

Drones or other aerial devices, including any aerial devices with cameras, are approved for commercial use only by those with an appropriate professional license with advance written approval from the Association, such as property inspections, real estate photography, and deliveries, **if** and when that technology becomes available. No drones or other aerial devices, including aerial devices with cameras shall be used <u>within</u> the Property for recreational purposes.

ELECTRIC VEHICLE CHARGING

The following shall apply to all electric vehicles:

- Electric vehicles must be charged inside a garage.
- Electricity to charge a vehicle must be paid for by the Unit Owner. No charging may be done using electricity

in a common area.
- Charging cables may not impede any driveway, walkway, or doorway.
- Any specialized charging stations must be installed inside a garage. No charging stations are permitted outside of a Unit's garage structure.
- The installation and operation of any charging station will be at the cost of the Unit Owner.
- No alteration of the building including holes into the structure is permitted without advanced approval of the Board.
- Any costs related to vehicle charging which are incurred by the Associations will be passed on to the Unit Owner. Those could include but are not limited to additional insurance costs, electrical demand charges, on peak premium rates, etc.

FLAG - DISPLAY OF UNITED STATES FLAG IN COMMON AREAS

These regulations apply to displaying a US flag on Common Areas only that are viewable from the exterior. Unless otherwise stated in these regulations, no other flags may be displayed on the Common Areas.

Each Unit Owner who wishes to display a US flag on Common Areas must request and receive Board approval to do so.

Flag pole brackets must be installed by the Association's contractor at the expense of the Unit Owner. Please prepare a Modification Request Form available on our web site (www.avalonofnaples.com) and submit the completed form to the Property Manager. Only one flag pole bracket is allowed per Unit.

US flags may be displayed on an approved flagpole bracket in an approved location only. US flags may not be hung or displayed in any other manner on Common Areas. US flags must be displayed in a respectful manner and may not be hung upside down or backwards.

US flags may be a suggested size of 30" wide by 48'" in length to maintain uniformity.

Flag poles are to be 1" in diameter and to be made of a non-rusting material such as aluminum, wood, fiberglass, etc. Flag poles may be up to 60" in length. Shorter flag poles are allowed.

There is no limitation when US flags can be displayed. US flags may be displayed every day.

If a Unit Owner will be away from their Unit for an extended period, they are required to take down their flag. Flags are not intended to be put up and left up. Flags must be taken down if inclement weather is expected.

If a flag gets excessively worn or faded, the Unit Owner will be asked to remove or replace the flag at the request of the Board within 5 days of receiving the notice.

On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a Unit Owner may display in a respectful way, flags that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard ("US Military Flags"). On these selected days, these US Military Flags may be displayed in lieu of the US Flag or can be displayed on the same pole under the US Flag. The US Military Flags shall have a suggested size of 30" wide by 48" in length to maintain uniformity. Other than these selected days, only a single US flag may be displayed on a single pole.

When a flag is taken down, both the flag and pole must be removed from the flag pole bracket. Flag poles without an attached flag are not permitted to be displayed.

Approved locations for the flag pole brackets are based on the unit type (Keswick, Kendal, Windemere and Whitehaven). See pictures of approved locations on the Avalon of Naples web site (www.avalonofnaples.com).
- Flag pole brackets are to be mounted approximately 60" from the ground level.
- Flag pole brackets are to be made of aluminum or stainless steel and painted white.
- Mounting screws are to be made of stainless steel and secured with the proper type of anchors.

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Keswick Units – Garage wall facing the street opposite of the lamp and number plaque.



Windemere Units – Garage wall facing the street closest to the front door



Whitehaven Units – Narrow wall facing the street closest to the lamp and unit number plaque.



Kendall Units – Garage wall facing the street opposite of the lamp and unit number plaque.



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GARBAGE AND RECYCLING

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. Trash containers and recycling barrels must be stored inside the garage of each Unit.

Please refer to the Residential Guide to Waste Disposal and Recycling located on the Association web site (www.avalonofnaples.com) for additional information on bulky waste pickup and other services.

Collier County rules require placing receptacles at the curb after 6:00 PM the evening before the pickup and removal of the receptacles by 6:00 AM the day after the scheduled service.

GRILLS AND COMBUSTIBLE OR EXPLOSIVE MATERIALS

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

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

Cooking grills may not be stored anywhere outside of the Unit.

Storage of low-pressure gas (LPG) cylinders in any Unit or garage us limited to two (2) 2.7 pound cylinders per Unit. The cylinders may not be stored anywhere outside of the Unit.

The use or storage of standard 20 lbs. LPG cylinders is expressly prohibited as per the Florida Fire Prevention Code Please visit the Avalon of Naples web site (www.avalonofnaples.com) for a complete copy of the code applicable to grills.

Unit Owners are responsible for cleaning any grease, drippings, etc. from driveway pavers and may further be responsible for any expenses related to repairing or replacing driveway pavers that are damaged by an Owner due to excessive oil staining.

INTERFERENCE WITH RADIO OR TELEVISION RECEPTION

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.

INVESTMENT OF RESERVE FUNDS

All the Association funds are to be held in accounts insured by the Federal Deposit Insurance Corporation, National Credit Union Share Insurance Fund, Regulation Trust Corporation or other similar institution insuring funds on deposit in financial institutions. Funds should be allocated among accounts so no account exceed the maximum insured amount. At the discretion of the Board, Association funds may be invested in United States Treasury bonds or notes.

NOISE DISTURBANCE

No Unit Owner, the Unit Owner's family, servants, employees, agents, visitors or licensees or pet shall make disturbing noises or permit the Unit to be used in any manner which constitutes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. 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 in a way that otherwise unreasonably disturbs or annoys other Unit Owners or Occupants

PARKING

No boats, trucks over 3/4 tons, commercial vehicles, trailers, recreational vehicles, motor homes or other motor

vehicles, except four-wheel passenger automobiles or noncommercial vans 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 in one day 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.

For additional information about parking see the Rules and Regulations for the Avalon of Naples Master Condominium Association. The Avalon Master Rules and Regulations are posted on the Avalon of Naples web site (www.avalonofnaples.com) under the caption Avalon Master Governing Documents.

PETS

A maximum of two (2) household pets may reside within any Unit, and will be limited to dogs, cats, or fish. No dog or cat shall be of a dangerous or vicious breed or disposition, which shall be determined at the sole discretion of the Master Board. No variance to the number of pets may be granted.

Pets shall not be permitted to become a source of annoyance or a nuisance or danger to any Occupant and are subject to removal from Avalon at the discretion of the Master Board of Directors after a hearing conducted in the same manner as a hearing for fines.

Solid wastes from pets must be picked up immediately and disposed of properly by the pet owner in their own waste receptacles.

No dog or cat shall be permitted outside of its owner's Unit unless attended by an adult or reasonable handler and on a leash not more than six (6) feet long.

Aquariums may not exceed fifty-five (55) gallon in capacity. Only one (1) aquarium shall be permitted in each Unit.

Pets are not permitted on any part of the Common Elements except when they are leashed and being walked or transported directly off the Common Elements or directly to their owner's Unit. Pets are never allowed in the Master Association's lake, pool, pool area or clubhouse.

Guests and Tenants of Unit Owners shall not be allowed to bring any pets onto the Condominium Property or any Unit without advance written approval of the Master Board of Directors, which may be withheld on any reasonable grounds.

Any Unit Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

REMOVAL FROM PARTICIPATION ON BOARDS OR COMMITTEES

Any Board member, officer or committee member will automatically be removed from their position or positions if any monetary obligation is outstanding for more than 90 days from the original due date. Monetary obligations include any assessments, fees, fines or any amount due to any Association for any reason. Those monetary obligations may arise from regular maintenance assessments, special assessments, fines, penalties, cost reimbursement, interest or any other source. Any vacancy created by a Board member, officer or committee member who has abandoned his or her position shall be filled in accordance with the Bylaws and Chapter 718, Fla. Stat.

REPAIRS, MAINTENANCE, AND MODIFICATIONS
(SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DETAILS)

Unit Owners Responsibility

The area subject to exclusive ownership in any condominium is quite limited. The Avalon of Naples III declaration of condominium describes this area as beginning with the unfinished surface (i.e., including paint and similar coverings but excluding the drywall) on the interior unit walls and extending inward. In other words, all the building

structure and grounds are Common Property and not owned exclusively by the Unit Owner. For example, all the walkways and driveways are Common Property.

Our governing documents also explain that Unit Owners have the financial responsibility for the maintenance of Common Property that is exclusively associated with a unit. For example, each Unit has its own HVAC system which the Unit Owner must maintain, repair, and replace even though it is not completely within the area subject to exclusive ownership.

Unit Owners must use licensed and insured contractors to perform electrical, plumbing, floor repairs and/or modifications in any area. A modification request form is available on the web site (www.avalonofnaples.com) and must be submitted to the Property Manager and approved in advance of the work. The Unit Owners participation is limited to cosmetic work, such as painting within the area of exclusive ownership.

Unit Owners are financially responsible for damage he or she causes (whether negligently or intentionally) to Common Property. Common Property repairs will be done by the Association and the costs will be billed to the Unit Owner. For example, a resident backs into a driveway and hits the building, damaging an exterior wall. The Property Manager must be notified. The Association will hire the contractor to perform the needed repair, and the cost will be passed on to the Unit Owner.

Unit Owners may not modify or alter the appearance of any Common Property. This includes building exteriors, driveways, landscaping, etc. The Unit Owner will be financially responsible for the cost of returning the Common Property to its original appearance and condition.

In summary the Unit Owner is responsible for:

- All windows, doors, sliders, etc. within his or her Unit, including the exterior surfaces, glass, frameworks, casings, weather stripping, and hardware.
- Interior of entrance doors.
- Unit staircases, chair lift servicing only that Unit (if any).
- Garages, garage doors, openers and appurtenant garage equipment.
- Electrical from electrical meter (including wiring), heating and A/C equipment, fixtures and outlets, appliances, carpets and floor coverings, interior décor, all interior surfaces, and everything else contained in the Unit.
- Balconies, porches, lanais, patios, terraces or decks (except for painting, which is the Association's responsibility.
- Repair and maintenance of any property within the designated boundaries of their Unit using licensed and insured contractors.
- Wiring and plumbing property that exclusively service a Unit are the sole responsibility of the applicable Unit Owner, even if those services are not included within the boundaries of the Unit. For example, HVAC equipment, lines, and ducts are also the responsibility of the Unit Owner.
- Cleaning of the HVAC and dryer ductwork as well as sink and toilet drains serving a Unit are the responsibility of Unit Owners.
- Changing light bulbs in fixtures controlled from within a Unit are the responsibility of the Unit Owner.
- The Unit Owners are financially responsible for the repair of any damage done and/or alterations to Common Property.

The Association Responsibility

The Association is responsibility for the maintenance of the Common Property. This includes all the buildings, grounds, amenities and components serving more than one Unit. In addition to the serviceability of the Common Property the Association is also responsible for the uniform and pleasing appearance of the community.

Except for the costs to be borne by the Unit Owners as described above, the cost of regular maintenance is the responsibility of the Association and is funded by the quarterly maintenance assessments paid by the Unit Owners. Major maintenance activities such as building painting are funded by the regular savings which are also included in

the quarterly maintenance assessment. The savings for these major maintenance activities are placed in separate reserve accounts.

In summary the Association is responsible for:

- Repair, maintenance and replacement of Common Property except to the extent arising from negligence or misuse by a specific Unit Owner or Unit Occupant.
- Wiring, plumbing, and other components that service the Common Property or more than one Unit unless there is damage arising from negligence or misuse by a specific Unit Owner or Unit Occupant.
- Painting of exterior buildings and lanais.
- Exterior light fixtures.

SIGNS

With the exception of signs used or approved by the Association, **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. Signs are intended to include any for sale, for rent, security signs, vendor advertisements, and political/campaign signs. Questions regarding use of signs as decorative items should be brought to the Board in advance of installation for an approval.

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.

SMOKING

Smoking (including vaping and medical marijuana) is prohibited in all common indoor areas consistent with the Florida Clean Indoor Air Act. Smoking is also prohibited on the lanais, in the pool area and in any other outdoor common areas where residents typically gather.

The Master Board reserves the right to prohibit smoking in other areas on the Condominium Property as the Master Board deems necessary to abate any nuisance or safety issues.

STORAGE OF PERSONAL PROPERTY

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, garbage or refuse or other personal property or equipment shall be stored in them.

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

USE AND OCCUPANCY BY OWNERS

Common element uniformity

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

- 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, decorations, awnings, screens, window tinting, wreaths, statuaries, anything that is unsafe, and other fixtures and equipment.
- No one shall make any structural addition, alteration or improvement to any Building, nor shall anyone paint or otherwise decorate or change the appearance of any portion of the exterior of any building.
- Anything determined to be unsafe or causing damage to the property will be removed at the Unit Owner’s expense.
- No unlawful use shall be made of the Condominium Property.
- No articles, garbage or refuse, or personal property shall be placed or hung in hallways, stairwells, or entranceways.
- An exception is made for the replacement of builder installed temporary door bells with builder specified door

bells that provide a camera at the doorway. The brand "Ring Doorbell" as specified by the builder may be installed without approval of the Association. Any doorbells installed to replace builder temporary doorbells prior to the issuance of this revised rule are considered to be grandfathered. The doorbell features must be adjust to record your entrance only and not capture images or sound from any neighboring unit.

- 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.
- One peep hole in the front door is permitted.
- 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 one pot containing plants in a container that cannot exceed 12" size. The potted plant must be located directly outside the doorway in a position that will not obstruct entering or exiting the Unit.
- An exception is made for wreaths that are hung (not attached) on the front door.

Neither rugs, laundry nor any other article(s) shall be shaken or hung from windows, doors, or exterior walls.

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.

Vendors performing electrical, plumbing, or flooring work must be approved in advance by the Association. An application for any work or alteration must be submitted in advance to the Property Manager along with the vendor's licenses and certificate of insurance. Applications are located on the Forms page of the Avalon of Naples web site (www.avalonofnaples.com).

The Common Elements shall not be used by a Unit Owner or their contractors for work performed on an Owner's Unit. All work performed on or for an Owner's Unit must be performed within the Unit or on the driveway assigned to that Unit.

Garage use

The garage associated with each Unit is to be used by the Unit Owner for vehicle parking and to store personal possessions such as unregistered motor vehicles, motorcycles, scoters, mopeds, bicycles, grills, and other personal property. Such personal property shall not be left outside of the garage overnight.

A Unit Owner performing any repair, maintenance, or reconstruction on a motor vehicle or any other personal property must carry out those activities inside the garage associated with that Unit and not in any Common Element or Limited Common Element including the driveway.

Unit Owners are responsible for any expenses related to repairing or replacing driveway pavers that are damaged by an Owner/occupant or contractor due to any work being performed on his or her driveway, including any paint or oil staining.

Leasing

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. A fee will be charged for each lease application and background check. 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.

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Potential Tenants must complete an application for lease, a lease addendum form approved by the Board, which shall include a provision to the effect that the Owner and proposed lessee grant to the Association the right to terminate the lease and evict the lessee and other occupants if the lessee or any other occupant violate the Association's governing documents, including any rules and regulations and be approved by the Board of Directors. All Occupants will be subject to a background check prior to Board approval. A fee will be charged for each application and background check. Applications are located on the Forms page of the Avalon of Naples web site (www.avalonofnaples.com).

Sale of a Unit
Potential buyers must complete an application and be approved by the Board of Directors. All Occupants will be subject to a background check prior to Board approval. A fee will be charged for each sale application and background check. Applications are located on the Forms page the Avalon of Naples our web site (www.avalonofnaples.com).

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

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.

Door, window, or lanai coverings visible from outside the building are considered modifications requiring Board approval.

VENDOR INTERACTION WITH UNIT OWNER

Employees and vendors of the Association are not to be contacted by Owners without the Association's advance written approval nor are they to be engaged by Unit Owners for personal errands which are notwithin 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.

AVALON OF NAPLES III
RULES AND REGULATIONS

Approved 8/26/2021

DEFINITIONS PROVIDED TO BETTER UNDERSTAND THE RULES AND REGULATIONS

Amenities – Amenities consist of the pool, clubhouse, and related equipment.

Association - Association or Condominium Association means AVALON OF NAPLES III CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

Board - Board or Board of Directors means the representative body that is responsible for administration of the Association.

Common Elements – Avalon property not included within a living Unit including but not limited to:

- Any property not included within a Unit.
- Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring, and other facilities.
- The property and installations required for the furnishing of utilities and other services to more than one Unit.
- All structural columns, chases, bearing walls regardless of where located.

Condominium Property – Condominium property is land, leaseholds, improvements, other personal property, easements and rights intended for use in connection with Avalon of Naples.

Governing Documents – The Association Governing Documents encompass the incorporation documents, declaration of condominium, amendments to the declaration of condominium, and the rules and regulations.

Guest – Guests include only those persons who have a principal residence other than the Unit.

Limited Common Element – Those Common Elements reserved for the use of a certain Unit to the exclusion of other Units. Examples include lanais, lanai screens railings and framework, the exterior door hardware of any door providing access to any particular Unit, the sidewalk providing direct access to any particular Unit, the garage doors and garage door openers of each Unit, etc.

Member – An owner that is a member of any of the Associations.

Occupant – Occupants include the Unit owner family members, Guests, invitees, lessees or employees.

Property Manager - The business entity or individual selected by the Board to assist in the operations of the Association.

Tenant – A tenant is:

- Any Guest occupying a Unit with the Unit Owner present for a period greater than 30 days.
- Any individual occupying a Unit without the Unit Owner present.
- Any individual paying rent to occupy a Unit.

Unit – That portion of the Condominium Property which is subject to exclusive ownership.

Unit Owner - Owner of a Unit or Owner means a record owner of legal title to a Condominium Parcel.

Wet Deck – The Wet Deck is the defined as the area extending six feet from the perimeter of the pool.