April 2015 and updates 2016

NEWCASTLE CONDOMINIUM ASSOCIATION, INC.
AMENDED RULES AND REGULATIONS

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SECTION 1. DEFINITIONS

1.1 All terms and definitions used in these Rules and Regulations shall have the same meaning as set forth in section 4 of the Declaration of Condominium for Newcastle.

SECTION 2. USE AND OCCUPANCY BY FAMILY AND GUESTS

2.1 Residential Use only. Each unit shall be occupied only by one family at a time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. This rule shall not prohibit personal libraries or home offices, but any home offices shall be limited to strictly to calls or written correspondence and shall not be used in such a manner that customers or employees are coming and going from the unit.

2.2 Occupancy.

A. Each unit shall be occupied by a single family and is limited to not more than two unrelated persons.

B. Owner in residence. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit together with the owner, except that no more than eight (8) can occupy a three (3) bedroom condo unit and no more than six (6) can occupy a 2-bedroom unit at any time.

C. Owner not in residence – related guests. If the owner and his family are absent, and the unit has not been leased, the owner may permit the parent or child (including their spouse and children, if any) of the owner or owner's spouse to occupy the unit for a period not to exceed 15 days. The total number of occasions for occupancy of this type is limited to 4 times in any 12 month period, with a maximum aggregate total of 60 days.

D. Owner not in residence – unrelated guests. Guests not included within subparagraph (C) above are permitted one (1) family occupancy in the owner's absence, however the number of family members cannot exceed 4 and they may stay no longer than 14 consecutive days and the total number of occasions for this type of occupancy shall be limited to 3 in any 12 month period.

E. Leased units - Lessee in residence. No one but the approved lessee and his family members within the first degree of relationship and their spouses and guests may occupy the unit. Overnight occupants are limited to 2 persons per bedroom in leased units.

F. Leased units – Lessee not in residence. In the absence of a lessee, the lessee's family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests in accordance with these Rules. No more than two (2) guests are permitted and each must be at least eighteen (18) years of age. If the lessee and all other family within the first degree of relationship are absent, no other person may occupy the unit.

SECTION 3. LEASE OF UNITS

3.1 General Provisions. See Section 13 of Declaration of Condominium.

3.2 Only the entire unit may be rented and occupancy is limited to only one lessee and members of lessee's immediate family and guests. Occupancy is not to exceed six (6) for a three bedroom or four (4) for a two bedroom.

3.3 No unit may be rented more than four (4) times in a calendar year. No lease term shall be for less than thirty (30) consecutive days or greater than one (1) year. The Board in its discretion shall have the right to approve the same lease year-to-year. No subleasing or assignments are allowed.
3.4 No pets are permitted in leased units.

3.5 While a unit is under lease, the owner is prohibited from the use of the assigned parking space and all common area usage.

3.6 No lease can release or discharge the owner from any of his obligations and duties under the condominium documents as a member of the association. Owners are responsible for any damage caused by or expenses incurred by lessees, their family and guests.

3.7 When an owner intends to lease a unit, the following must be provided to the Board at least twenty (20) days before the commencement of the proposed lease:
A. An executed copy of the proposed lease
B. The association's lease application form and all required fees
C. Any such information or background checks or credit checks that the Board may require

3.8 After receiving a complete lease application pursuant to rule 3.7 above, the Board will provide written approval or disapproval within 20 days of receipt of all required information. The Board shall require an in-person interview with any applicants who have not previously resided in Newcastle and who desire to lease for more than six (6) months in any calendar year, and failure to attend an interview with the Board or the Board's designated representative may be grounds for disapproval of the lease. If an interview is not conducted within the 20-day lease review period due to non-action by the Board, then the Board cannot deny the lease solely based on the applicant's failure to attend an interview. Any lease entered into without approval by the Board as provided in the Declaration and in these Rules shall be null and void, and the Board shall have the right to evict the unapproved lessee on behalf of the owner.

3.9 The Board has the right to appoint an "ad hoc" Lease/Rental Committee to administer the Board's duties with respect to lease applications.

SECTION 4. SALES AND OTHER TRANSFERS OF UNITS

4.1 Transfer of Ownership of Units. Procedures and rules relating to the sale or other conveyance of units are set forth in Section 14 of the Declaration of Condominium.

4.2 Open Houses and Unit Showings. Open houses may be held from 12:00pm to 5:00pm on Saturdays and Sundays. An Open House sign may be displayed on the common areas contemporaneous with the open house but not in any windows in the Unit to be sold.

SECTION 5. LANAIS, BALCONIES, TERRACES.

5.1 Furniture. From May 1 through October 31, no furniture may be left unsecured on a balcony or lanai when the owner or lessee is absent for more than ten (10) days. If an approved storm shutter is in place on the lanai, the furniture will be considered secured. If the Property

Manager needs to remove or secure furniture during this period, the owner will be responsible for costs incurred which shall be an assessment against the unit.

5.2 Barbecuing. No hibachi, any kind of grill ***including electrical***, or other similar devices used for cooking, heating, or any other purpose shall be used, stored or kindled on any lanai or balcony.

5.3 Potential Damage to Lower Balconies. No solid or liquid substances should be dropped from the balcony. Ash or butts from cigars or cigarettes must not be thrown over the balcony railings.

5.4 Floor Covering. No carpeting or other porous materials of any kind may be installed over balcony concrete floors exposed to the elements.

SECTION 6. SWIMMING POOL.

General Rules.

A. The swimming pool may be used from sunrise to sunset.

B. Children under 13 years of age using the swimming pool or pool area must be accompanied by an adult. The adult is responsible for insuring that the children do not disturb others.

C. Swim diapers are required for use by children who are not toilet trained.

D. A shower is required before entering the pool.

E. Floats, rafts, beach balls and similar objects are not permitted in the pool.

F. Running, horseplay and other potentially injurious conduct are prohibited in the swimming pool areas.

G. An underlying towel must be put on pool side furniture during use to protect it from oils, lotions and perspiration.

H. Pool furniture should not be reserved by placing towels or other personal items on chairs and lounges.

I. All persons must be properly attired in a cover up and foot covering going to and from the condo buildings to the pool areas. A cover up and foot covering is mandatory for all persons in any common area other than the pool.

J. Earphones or ear buds are to be used for all radios and other electronic music devices. Leave the seating areas at the pool deck when talking on a cell phone.

K. No food or glassware is allowed in the pool or on the pool deck. Food and drink are only permitted in the pavilion area.

L. No one with open wounds or communicable disease is allowed in the pool.

M. There is no lifeguard on duty. Swim at your own risk. For emergencies, call 911.

SECTION 7. PARKING AND VEHICLES.

A. One (1) parking space has been assigned for the exclusive use of each unit and is indivisible from that unit. They cannot be leased and may be "sold" only as an indivisible part of the sale of the unit. Further, the approved Unit owner or lessee occupying a Unit may park one (1) additional permanent vehicle in unassigned spaces on a first-come first-served basis. This Rule does not limit guests from parking temporarily in unassigned spaces on a first-come first-served basis***, but in any event not more than Ninety (90) days in any calendar year.***

B. Residents and guests shall refrain from parking in spaces designated and assigned to other units unless the owner of the vehicle has written permission from the owner of the assigned space and the Property Manager.

C. No commercial vehicle, vessels, trailers, motorcycles or recreational vehicles may be parked on the condominium property, except on a temporary basis for business purposes. No repairs or modifications of vehicles are permitted on condominium property.

E. Owners who lease units must make their assigned parking space available for the lessees' use and are not allowed to park on the condominium property during the duration of the lease.

F. Assigned parking spaces may be used to park only passenger cars and standard sized SUVs. Pickup trucks shall not be parked overnight on the condominium property.

G. The speed limit in the condominium property for all vehicles is ten (10) mph.

H. All vehicles parked on the condominium property must be well-maintained and may not be unsightly, inoperable, unlicensed or unreasonably noisy.

I. Go-carts and motorized scooters shall not be operated on the condominium property.

SECTION 8. PETS.

8.1 General Rights and Restrictions.

A. Owners may have one (1) small-breed domesticated household-type pet (e.g. a cat or dog) which shall not exceed forty (40) pounds in weight. The ability to keep a pet is a privilege, not a right, and can be revoked by the Board of Directors. Lessees are not allowed to keep any pets.

B. No visiting pets are allowed in any unit.

C. Before bringing a pet into the condominium property, pet owners shall register the pet with the Property Manager and sign a statement that they have received the rules and will obey them. Failure to register a pet may result in loss of the privilege to keep a pet.

D. Pets must be leashed and under control of their owners at all times when outside units. No outdoor cats are allowed. "Control" means pets are expected to exhibit good behavior, i.e. no growling,

barking, biting or scratching and no damage to property or person. Local ordinances require dog excrement to be picked up. Any pet owner who fails or refuses to pick up their pet's excrement will be fined and may have their privilege to keep a pet revoked.

E. Pets are not permitted in the pool area or in any other enclosed common areas.

F. In consideration of your neighbors, dogs are not allowed to bark on balconies or lanais or create other disturbances.

G. No reptiles, rodents, amphibians, poultry or livestock may be kept as a pet.

H. Pets are not to be kept or maintained for commercial purposes.

I. All pets must be kept up to date with their rabies, distemper and other vaccinations and licensing.

SECTION 9. COMMON WALKWAYS.

9.1 Obstructions. Common walkways are to be kept clean and free from debris, grocery and luggage carts, strollers, baby carriages, bicycles, bicycle carts, mats and other obstacles pursuant to Naples Fire Code.

9.2 Spills. Any spill on the common walkways should be immediately reported to the Property Manager. Do not attempt to clean the spill.

SECTION 10. CONSTRUCTION, MOVING IN/OUT, DELIVERIES AND SERVICE PROVIDERS.

10.1 General Rules.

A. No owner shall make or permit the making of structural modifications or alterations to his unit or the common elements without completing an official architectural review application and obtaining advance written consent from the Board or its duly appointed architectural review committee.

B. Contractors must meet with the Property Manager prior to commencing work in any unit. A written scope of work and list of all sub-contractors to be used must be provided. All contractors and sub-contractors must be appropriately licensed and must provide insurance certificates for liability and workers' compensation insurance in amounts satisfactory to the Property Manager and with the condominium association named as an additional insured on the liability policy.

C. The Property Manager will determine the location of any dumpsters to be used in the course of construction. The Property Manager shall also have the right to designate specific parking areas for temporary construction traffic.

D. Wall-to-wall carpeting is required in all second floor units, except for entry halls, bathrooms, *kitchens, laundry rooms, and lanais where linoleum tile or wood will be permitted with advance written approval from the Board.*

E. The association has adopted specifications and standards for hurricane shutters which are incorporated into these Rules by reference, and which are available from the Property Manager.

F. Unless there is an insurable event covered by the Association's insurance policy(s), all owners shall take whatever steps are necessary to repair water damage and to prevent the spread of mold to other units and common areas, including without limitation damage to drywall.

SECTION 11. SMOKING REGULATIONS

11.1 Prohibition. Smoking 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.

11.2 Reservation of Right. The Board reserves the right to prohibit smoking in other areas on the condominium property as the Board deems necessary to abate any nuisance or safety issues.

Section 12. NUISANCES AND LAWFUL USE.

12.1 No nuisance shall be permitted on the condominium property, nor any use or practice which is a source of constant annoyance to owners, residents or tenants, or which interferes with the peaceful, enjoyment and proper use of the condominium property by the owners, residents and tenants.

12.2 Radios, television, stereos and musical instruments must be kept at reasonable volumes and not be played or used between the hours of 11:00 pm and 6:00 am except in such a manner that they are not audible at all to other residents.

12.3 No resident shall permit work to be done in a unit between the hours of 11:00 pm and 6:00 am.

12.4 No resident shall entertain outside their unit past 11:00 pm, and any noise shall be kept to a minimum volume between the hours of 11:00 pm and 6:00 am.

12.5 There shall be no conduct or use of the condominium property that increases the association's insurance costs, including without limitation cooking on gas or charcoal grills near the buildings, in the units or on the lanais. There shall be no outdoor cooking or grills placed within 10 feet of the buildings.
12.6 No unlawful, immoral or offensive use shall be made of the condominium property.

SECTION 13. MISCELLANEOUS.

13.1 No firearms shall be permitted to be discharged any place upon the condominium property. "Firearms" includes rifles, shotguns, pistols, air rifles, BB guns and sling shots.

13.2 Porches, walkways, stairways or railings shall be used only for intended purposes and shall not be used for hanging garments, rugs or other objects, cleaning, or outdoor cooking.

13.3 No signs other than association meeting announcements shall be posted on buildings or common areas unless approved in advance by the Board.

13.4 Residents shall not store or keep their personal property on the common areas.

13.5 No plantings shall be done in the common areas without written approval from the Board. Any unauthorized plantings will be removed by the Association, and the costs incurred shall be assessed to the responsible owner and/or tenant.

13.6 No soliciting is allowed. Any unusual or suspicious activity should be reported to the Collier County Sheriff's Office.

13.7 All trash must be placed in a plastic bag securely tied and placed inside the dumpster. All boxes must be broken down and placed inside the dumpster. Any recyclable material must be placed inside the appropriate recycle bin. At no time may any trash or other items be placed outside the rubbish dumpster.

SECTION 14. TEMPORARY STORAGE OF BICYCLES AND/ OR BABY CARRIAGES

The Board of Directors of the Newcastle Condominium Association in accordance with Article 12.10 Use of Common Elements (revised on January 21, 2016) adopts the following guidelines for temporary storing of bicycles and/or baby carriages on the common elements of the Association:

1. Bicycles and/or baby carriages may only be temporarily stored while in use under the stairwells of buildings no other common element location on a first come first serve basis. No permanent storage is allowed and such items which are left over long periods of time must be removed or the Association at its sole discretion may discard them as abandoned.
2. Owners of such bicycles and/or baby carriages must take full responsibility for the security of such items. The Association will bear no responsibility if any of these items are stolen or damaged while being stored temporarily under the stairwells. No monetary reimbursements will be given to owners who have such items stolen or damaged.
3. Owners may not attach security devices, hangers or any other device to the common elements while temporarily storing bicycles and/or baby carriages. (Ex. No attachments to walls, floors, railings, ceilings or any other common element) Owners are permitted to attach security devices directly to bicycles and/or baby carriages provided they do not attach directly to any common element.
4. Temporary storage of bicycles and/or baby carriages is a privilege not a right and as such the Board of Directors may revoke permission at its sole discretion if the owners of such items do not follow the guidelines.
5. Any and all bicycle and/or baby carriage storage must follow the rules of the Florida Fire Code as administered by the agencies of the Collier County.
   (Added to Rules 2016)

SECTION 15. ENFORCEMENT OF RULES.

15.1 Each new resident who is approved for occupancy in Newcastle shall sign a compliance agreement as a condition of approval, which shall provide that the resident has received a copy of these Rules and agrees to abide by them.

15.2 Enforcement of Rules. The Board shall decide in its sole discretion when enforcement of these Rules is necessary, and such discretion may be delegated in whole or in part to the Property Manager. The Board will proceed in accordance with Section 19 of the Declaration of Condominium and section 718.303 the Florida Condominium Act in satisfying its obligation to enforce the Rules. The Board shall have the right, without limitation, to impose fines and suspensions as authorized by law and to engage legal counsel to seek relief from an arbitrator or court.

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET
NEWCASTLE CONDOMINIUM ASSOCIATION, INC.

As of January 2026

Q: What are my voting rights in the condominium association?

A: Each unit in the Association will be entitled to cast one vote consisting of its voting interest on all matters on which the membership shall be entitled to vote. **(See Article 2.2 of the Bylaws)**

Q: What restrictions exist on my right to use my unit?

A: Only residential use is permitted. There are restrictions on the alteration and improvement of units. There are restrictions on signs. Owners may have one (1) small-breed domesticated household-type pet (e.g. a cat or dog) which shall not exceed forty (40) pounds in weight. There are restrictions on the use of common elements and common areas. **(See Declaration of Condominium)**

Q: What restrictions exist on the leasing of my unit?

A: Only entire units may be leased. Board approval is required. No unit may be rented more than four (4) times in a calendar year. No lease term shall be for less than thirty (30) consecutive days and no more than one year. No pets are permitted in leased units. **(See Section 13 of the Declaration of Condominium.)**

Q: How much are my assessments to the condominium association for my unit type and when are they due? Your assessments are due quarterly. January 1, April 1, July 1, and October 1 of every year.

A: The quarterly assessment for each unit in the Condominium is $1,893.00. Assessments are due on the first day of each and every quarter (January 1, April 1, July 1 and October 1).

Q: Do I have to be a member of 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?

A: Yes. Berkshire Lakes Master Association, Inc. Each Owner of a residential unit is a member and is entitled to one vote for each unit owned. Please contact the Berkshire Lakes Master Association (239) 353-7633 for the amount of the annual fee.

Q: 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?

A: No.

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

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.