

## **WEYBRIDGE CONDOMINIUM ASSOCIATION, INC**

### **RULES AND REGULATIONS**

Pursuant to the amended and restated Declaration for the Weybridge Condominium Association of Naples, Inc. as recorded on March 20, 2020, the Board of Directors (Board) has the authority to adopt reasonable regulations, hereinafter referred to as Rules and Regulations, concerning the use of the Association Property and the Common Elements and Limited Common Elements. The Rules and Regulations, as outlined herein, are designed to highlight key aspects of the governing documents that affect the day to day enjoyment of the community by all Unit Owners. The amended and restated documents, including the Declaration, Bylaws and Articles, should always be referenced for any detailed definitions or interpretation concerning the use of the Weybridge community and how it is maintained. These Rules and Regulations shall be deemed in effect until amended by the Board, and shall apply to and be binding upon all Unit Owners.

Each Unit Owner is entitled to the exclusive use and possession of their Unit. Each Unit Owner is entitled to use the Common Elements in accordance with the purposes for which they were intended, but no use of the Unit or Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Weybridge property. The use, occupancy, alteration, transfer and appearance of the Units, Common Elements and Limited Common Elements are governed by the Weybridge recorded Documents and by these Rules and Regulations

The Unit Owners, shall, at all times, obey the Rules and Regulations and shall use their best effort to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

- 1) All property within the community (Common Elements) is owned by the Association with all Unit Owners having an equal share (1/53rd) in the ownership and enjoyment. The Common Elements extend right up to the exterior walls and lanais of all units. The Association has the responsibility to maintain the Common Elements, the cost of which is included in each Unit Owner's quarterly fee. In addition, unless specifically called out within the Declaration, the Association is responsible for maintaining the building exterior of all Units, also included in each Unit Owner's quarterly fee. Unit Owners are responsible for the interior of their Unit from the drywall and finished flooring in.
- 2) All driveways that are reserved for the exclusive use of each Unit Owner are to be maintained and repaired by the Association the cost of such is included in the quarterly fee for each Unit Owner. However the cost of any maintenance, repair or replacement of the driveway pavers caused by the negligent or intentional conduct of a Unit Owner or its guests, tenants, contractors or other invitees shall be levied as a Specific Assessment against such Unit Owner individually. This shall include the cost of repair or replacement of pavers damaged due to excessive oil or paint staining. Unit Owners shall be prohibited from power washing or applying anything to the sur-

faces of the driveways, including but not limited to paint, sealers, or pesticides or herbicides. As part of the Associations maintenance obligations the driveways will be treated for weed control on an as-needed basis.

- 3) The recreational facilities including the clubhouse and all furnishings, swimming pool and all furnishings surrounding the pool and the tennis courts, are owned by the Island Association. Under the original Declaration the Weybridge Association has the non-exclusive right to use the recreational facilities. In return Weybridge Association pays a portion of the cost to maintain the recreational facilities the cost of which is included in each Unit Owner's quarterly fee. Each Unit Owner should obey all rules and regulations that are posted by the Island Association.
- 4) The Weybridge community is one of 13 residential communities located within the greater Imperial community. The Greater Imperial Board (GIB) owns and maintains Imperial Golf Course Boulevard and the gate house, including staffing. Weybridge pays a share of the costs to maintain the road and gate house and staff the gate house. In order to ensure uninterrupted access into the community each Unit Owner is required to register any of their vehicles with GIB's management company Sandcastle Community Management located at 9150 Galleria Court, Suite 201, Naples, Florida (239-596-7200). Any changes to vehicles and/or license plate numbers must be reported to Sandcastle to avoid being stopped at the gate house. All Unit Owners must also sign in all guests at the gate house by using the online Checkpoint app or leaving a message at the gate house.
- 5) No Unit Owner should be completing any modifications to the Common Elements surrounding their Unit. This includes additional plantings, extending flower beds, adding new or additional borders beyond flower beds, lanais or existing patios and installing new or extending existing patios. If any of this work is contemplated by a Unit Owner, they MUST first complete an ARB form which is available on the community website. The ARB should be fully completed with the details of the requested work and should be submitted to our property manager Williams Service Group. Once submitted the Board will review the request and either approved or disapprove.
- 6) If a Unit Owner is planning any renovations to the interior of their Unit they also must first complete an ARB and submit to Williams Service Group for review by the Board. The ARB must include a written detailed scope of work, the name and license number of the contractor to be used and a copy of their insurance must be provided naming the Association as additional insured. Additionally as part of the scope of work a list of all sub-contractors, with license numbers, to be used must be provided. Contractors must meet with the Property Manger prior to commencing work in any Unit. Also, if applicable, a copy of any permits obtained from Collier County must be provided. Since the Association is responsible for the building envelope of each unit it is important that the Board review and approve this information to protect the Association and our insurance policy. If a Unit Owner is uncertain as to whether an ARB is required for their planned work please contact Williams Service Group before proceeding. **(IT SHOULD BE NOTED THAT THESE REQUIREMENTS, AS OUTLINED WITHIN THESE RULES AND REGULATIONS AND AS STATED WITHIN THE ASSOCIATION RECORDED DOCUMENTS, ARE INDEPENDENT OF ANY**

**PERMIT REQUIREMENTS OR OBLIGATIONS DICTATED BY COLLIER COUNTY.)**

- 7) In order to ensure the full enjoyment of the Weybridge community by all Unit Owners construction activities will only be allowed Monday through Friday between 8:00am and 6:00pm and Saturday between 8:00am and 12:00pm. Construction activities on Sunday and Holidays will be prohibited. Exceptions for emergency work or specific work by Unit Owners will be allowed subject to pre-approval by Williams Service Group.
- 8) The sprinkler systems installed within the Common Elements are maintained by the Association the cost of which is included in each Unit Owner's quarterly fee. The water for the sprinkler system is supplied from the metered water supply for each individual Unit. Therefore each Unit Owner is responsible for the cost of water supplied to the sprinkler system as billed to each Unit Owner individually by Collier County.
- 9) Each Unit Owner is obligated to take certain protective measures anytime their Unit is to be vacant for more than 30 days. Any Unit Owner vacating their Unit for more than 30 days must designate a local home watch provider. The name, address and contact information for the Unit Owner's home watch provider must be provided to Williams Service Group. In addition to the home watch requirements any Unit Owner that will be away from their Unit for 30 days or more during the locally recognized hurricane season shall take measures to avoid damage to their Unit and the community. These measures shall include removing all furniture, potted plants and other moveable objects located outside of the Unit including patios, balconies and lanais. These items must be placed inside their Units or garages. Any Unit Owner failing to remove these items before vacating their Units for more than 30 days during hurricane season will be liable for the damage caused from these items, including all costs for repairing or replacing damaged property.
- 10) Each Unit Owner is allowed a maximum of two small typical household pets (such as a cat or dog) in its unit. Dogs may not weigh more than 25 pounds. Specific details related to owning and keeping pets within Units is included in Paragraph 12.8 of the Declaration.
- 11) Unit Owner's personal vehicles should be parked within their driveway and/or garage. No motor vehicles can be parked on the Weybridge community roadways overnight. Unit Owner's driveways are not to be used for the storage of boats, motorcycles, recreational vehicles, motor homes, trailers, commercial vehicles, vehicles for hire or non-operational vehicles. Additional details concerning vehicle parking are included in Paragraph 12.9 of the Declaration.
- 12) Unit Owners should use their Unit, or permit their Unit to be used in a manner that does not cause an unreasonable amount of annoyance or nuisance to the occupant of another Units or permit it to be used in a disorderly or unlawful way. Examples of activity that would constitute a nuisance include, but is not limited to, a) loud consistent noises; b) obnoxious odors; c) conditions creating or attracting an infestation of pests or rodents; and d) frequent domestic disturbances causing the arrival of emergency or police vehicles.
- 13) The posting of any signs must be approved by the Association and must comply with the specific requirements as outlined on the Weybridge Community website.

- 14) Balconies, porches, patios and lanais should not be used for hanging or drying clothing, for cleaning rugs or other household items, or for the storing of bicycles or other personal property.
- 15) The Association is responsible for maintaining and replacing all landscaping within the Weybridge community the cost of which is included in the quarterly fee. Unit Owners should refrain from performing any landscaping or plantings (see Item 6 above) or interfering with the Association's landscape maintenance company. Any exception to this requirement must be approved in writing by the Board.
- 16) Garages are to be used for storage and parking motor vehicles. Garages must, as a minimum, be maintained such that Unit Owners are able to park one motor vehicle at all times. The performance of vehicle maintenance, other than tire and/or battery changes is prohibited. Garage doors should remain closed overnight, when Unit occupants are not home and when Unit occupants are not using the garage. It is the Unit Owner's responsibility to maintain the garage door, including the mechanical garage door opener, to ensure access to the garage is maintained at all times.  
**GARAGES SHALL NOT BE CONVERTED TO A LIVING AREA OF ANY KIND.**
- 17) Refuse and garbage shall be kept only in sanitary containers stored in the garage or screened from the street and adjacent units. Garbage and recycle containers should be placed on driveways near the street after 6:00pm the night before the scheduled collection and should be removed before the end of the day of collection.
- 18) Unit Owners, their family members, guests, contractors or agents shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the Units.
- 19) 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 13 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.