

WEYBRIDGE CONDOMINIUM ASSOCIATION OF NAPLES, INC.

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Weybridge Condominium Association properties, condominium property, the common elements, the limited common elements and the units shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. 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. BUILDING APPEARANCE AND MAINTENANCE

- (A) The streets, sidewalks and walkways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, tables, or any other object of a similar type and nature be left therein or thereon.
- (B) Personal property of unit owners shall not be stored outside their units.
- (C) No supplies, containers, or other articles shall be placed in or on the walkways, lanais and driveways or entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any type, or other articles be shaken or hung from any of the windows, doors, lanais, or entry ways, or common elements on any part of the limited common or common areas, and the common areas shall be kept free and clear of refuse, debris, and other unsightly material.
- (D) No unit owner shall allow anything whatsoever to fall from the windows, lanais, entryways, or doors of the premises, nor shall they sweep or throw from their unit any substances other than ordinary dirt outside of the unit or on the limited common elements of the Condominium.
- (E) Refuse and garbage shall be kept only in sanitary containers stored in the garage or screened from the street and adjacent units. Garbage and recycling containers may be placed on driveways near the street after 6:30 p.m. the night before scheduled collection, but shall be removed before the end of the day of collection. ***This is in accord with Collier County requirements.***
- (F) No unit owner shall make or permit any disturbing noise by himself, herself, their family, servants, employees, agents, visitors, or licensees, 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 play upon or permit to be operated a phonograph, television, radio, or musical instrument in such manner as to unreasonably disturb or annoy other occupants of the Condominium.
- (G) No exterior radio or television installation or other wiring shall be made without the written consent of the Board of Directors.

- (H) No sign, advertisement, notices, 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 written permission of the Association. Real estate signs must conform to size, color, content and location as authorized by the Board of Directors.
- (I) No inflammable, 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.
- (J) Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the units.
- (K) In addition to the care, maintenance and replacement of all items within the unit, each unit owner is responsible for:
 1. Care, maintenance and replacement of the patio **and/or lanai** area, including the floor, ceiling, frame, screening and door to the lanai and all items thereon.
 2. Care, maintenance and replacement of outdoor lighting, except the lamppost.
 3. Care, maintenance and replacement of all doors, (except the front door to the unit), windows, screens, skylight glass and shutters, including storm shutters.

2. ALTERATIONS OF CONDOMINIUM. Unit owners are specifically cautioned that their right to make an addition, change, alteration, or decoration to the exterior or interior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. This includes the following:

- (A) Driveway painting or repainting. No pavers are allowed.
- (B) Screens, windows, doors, shutters, hurricane shutters, outdoor light fixtures and mailboxes.
- (C) Landscaping and decorative objects such as benches, fountains, sculptures, hot tubs, etc.

Any additions, changes, or alterations must be presented in writing to the Board of Directors for **PRIOR** approval, accompanied by written plans or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to, mechanics liens and/or claims arising from such work. The cost of approved alterations and their care and maintenance will become the responsibility of the unit owner. All such responsibilities are conveyed to the new owner in the event of sale of the unit, and the seller must communicate these responsibilities to the buyer.

3. EMERGENCIES IN OWNER'S ABSENCE. In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the owner shall provide the Association with a key and with the name and phone number of a caretaker or home watch service. If the locks of a unit are changed or altered by a unit owner, the unit owner shall insure that a new key is provided to the

Association. If the owner changes caretakers or home watch service, he or she must notify the Association of such changes. Any unit owner who plans to be absent from the unit for an extended period of time must prepare it prior to their departure in the following manner:

- (A) By removing all furniture, plants and, other objects from around the outside of the unit and the limited common elements.
- (B) By designating a responsible caretaker or home watch service to care for their unit should their unit suffer any damage caused by storms, hurricanes, winds, or other violent acts of nature. The Association shall be provided with the name of each of the unit owner's aforesaid designated caretaker or home watch service.

In the event that any person or persons other than owner or approved tenant will be occupying a unit temporarily while owner is NOT in occupancy, owner should notify the Association of the names of occupants and the duration of their stay.

4. **PETS.** The owner of each unit may keep not more than two (2) small pets no more than 25 lbs each, of a normal domesticated household type (such as a cat or dog) in the unit. The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements. No pets of any kind are permitted in leased units.

5. **PARKING OF VEHICLES.** Garages and driveways have been provided for the parking of private passenger automobiles of owners and their guests. These driveways are not intended for the ***parking or*** storage of boats, motorcycles, recreational vehicles, motor homes, trailers, trucks ***of any kind***, commercial ***vehicles***, vehicles for hire, or non-operational automobiles. Service vehicles temporarily present on business, may park in the driveways until their business is completed, but not to exceed 6 hours. Such vehicles may not be parked overnight. Parking of ***any*** vehicles on the condominium property outside the garages ***and driveways*** is not ***permitted, except for occasional, short term necessity, in front of the unit or in areas designated by management for social events, and not to exceed 6 hours during the day and never overnight.*** ***On those occasions when a vehicle is parked on the street, it should be parked in the direction of the traffic.*** No mechanical repairs or maintenance of vehicles may be performed on the condominium property, except emergency repairs. Parking on grassed areas is prohibited.

It should also be noted that the speed limit within Weybridge is 10 MPH.

6. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions as long as the Condominium exists.

- (A) **Units.** Each unit shall at all times be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business or profession may be conducted from any unit.
- (B) **Minors.** There is no restriction on the age of occupants of units. All occupants under eighteen (18) years of age must be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents.

- (C) Refuse Disposal. Trash, garbage or other waste shall be kept in County approved sanitary containers stored in the garage or screened from the street and adjacent units except on the days they are awaiting collection.
- (D) Nuisances. No owner shall use their unit or permit it to be used, in any manner which is reasonably disturbing, detrimental, or a nuisance to the occupants 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. The use of each unit shall be consistent with existing laws and the Condominium Documents, and the occupants shall at all times conduct themselves in a peaceful and orderly manner.
- (E) Signs. No unit owner may post or display any signs anywhere on the condominium property, or in front of the unit, that do not conform to the size, shape and color authorized by the Board of Directors. This includes: "For Sale, "For Rent", "Open House" electioneering and other similar signs.
- (F) Garages. Each unit has included with its boundaries a double garage. Garages are intended to be used for storage of motor vehicles. No garage shall be enclosed or converted to any other use. The garage door shall remain closed except when used for ingress or egress. ***The terms ingress and egress are expanded to include reasonable periods of time when work or necessary activity is being performed in the garage that requires the door to be open. However, the Association reserves the right to request that the door be closed if the time the door remains open is deemed to be excessive or if there are complaints by other community members. Garage doors must not be left open overnight.***
- (G) Outdoor Furniture. Outdoor furniture is allowed in front of the unit when in use, but may not be left out in front of the unit overnight. ***No fixed furnishings are allowed without prior approval of the Board.***

7. TERM OF LEASE AND FREQUENCY OF LEASING. No unit may be leased for a term of less than thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the beginning of the last lease. No subleasing or assignment of lease rights by the lessee is allowed.

8. OCCUPANCY DURING LEASE TERM. NO one but the lessee and their family within the first degree to relationship by blood, adoption, or marriage may occupy the unit. The total number of overnight occupants of a lease unit is limited to six 6 persons.

9. SWIMMING POOL AREA RULES.

- (A) The swimming pool is for the use of the residents of Weybridge and the Island.
- (B) The swimming pool may be used between dawn and dusk.
- (C) No bather shall be in the pool unless a person is present who is competent to assure the safety of the bather in an emergency.

- (D) An adult must accompany and remain with children under 12 years of age.
- (E) Children in diapers are not permitted in the pool unless wearing approved swimming diapers.
- (F) Floats, rafts, aquatic toys and similar objects must be carefully supervised to assure safety of the users, and to prevent annoyance to other bathers.
- (G) Diving and jumping into the pool is prohibited.
- (H) Games involving running, rough play, excessive noise and other disturbing conduct are prohibited.
- (I) Glass containers and drinking glasses are prohibited in the pool area. State law prohibits the preparation or eating of food in the pool area.
- (J) All bathers shall shower before entering the pool.
- (K) In order to maintain the private status, it is suggested that you refrain from inviting visitors, other than houseguests, to the pool.
- (L) Persons with infections or contagious health conditions are not to use the pool or the furniture at poolside.
- (M) All pets are prohibited in the pool area.
- (N) The grill must be turned off after use, and cleaned. All plates, cups and other debris must be deposited in the trash container provided for this purpose.

10. CLUBHOUSE RULES & CONDUCT GUIDELINES

- (A) Use of the Club is available to all residents of Weybridge and The Island.
- (B) After use, all furniture must be repositioned with chairs around the tables, and all plates, cups, utensils, etc. must be cleaned and returned to their proper storage place. All refuse must be disposed of in the covered trash container for this purpose.
- (C) Wet swimwear, towels and other wet items are not allowed on upholstered chairs in the clubhouse.
- (D) The Clubhouse may be reserved for private parties or meetings for a period not to exceed 4 hours. An application for reservation must be made in writing to ***Sterling Property Management, 27180 Bay Landing Dr. Suite 4, Bonita Springs, FL 34135. (239) 947-4552.*** A refundable deposit of \$100.00 ***may be required*** to repair any damage, and to pay the cost of any required cleaning and restoring of the premises. A refund will be made after inspection of the premises. The applicant will be responsible for the use,

restoration of the property and the conduct of the guests. All rules must be observed.

11. 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 all Unit Owners, any person occupying a unit as a lessee and to all guests. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and provisions of the Condominium Documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the breach of such covenants, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Date: _____

Applicant

Applicant

Revised and adopted June 19, 2001

Revised September 27, 2005

Revised May 15, 2007

Revised March 19, 2013

Revised May, 2017