

# PELICAN RIDGE OF NAPLES ASSOCIATIONS, INC.

## RULES & REGULATIONS

Manager: Gulf View Property Management, Inc. 2335 Tamiami Trail N. #505 Naples, Florida  
34103 (941) 403-7991.

The following Rules and Regulation have been developed and approved by the Board of Directors in accordance with Section 7 of the Amended and Restated Bylaws. They do not modify, suspend or supersede the Bylaws or Declaration of Covenants. If there is a conflict between the Covenants or Bylaws and the Rules and Regulations the Bylaws and Covenants will control.

### 1. NOISE:

In respect to your neighbors, residents should keep noise to a minimum. This applies particularly to radios, stereos, televisions, and laundry equipment, and also to conversation/entertaining on rear and front lanais and noise in the common areas past 11:00 p.m. No resident shall entertain outside their residence past 11:00 p.m.

### 2. TRASH, RUBBISH & RECYCLING:

A. Collection of trash shall take place on TUESDAY and FRIDAY mornings after 6:00 a.m. Household trash must be placed in plastic bags and placed in the hard container carts provided by Waste Management. All hard container carts must be stored within the resident's garage.

B. Recycling collection shall take place on FRIDAY mornings after 6:00 a.m. All recycle bins must be stored within the resident's garage.

C. Carts, recycle bins, and yard waste may not be placed outside before 6 p.m. on the night before pickup and must be returned to the resident's garage by 6 p.m. on the pickup day. All carts recycle bins, and yard waste placed outside before 6:00 p.m. the evening before scheduled pick-up are subject to a \$100.00 fine for violation of County Ordinance 91-47, Section 7. & Covenant 9.8

D. Furniture, appliances, mattresses or similar household items to be picked up can be arranged by a phone call to Waste Management at 649-2212. If for some reason they do not pick up your items, it is your responsibility to return them to your unit. Items must not be left at the curbside. You will need to call Waste Management again.

E. Horticultural waste which residents have discarded from their courtyard areas, must be placed in clear plastic bags or tied in four foot bundles and call the Pelican Ridge Maintenance Shed at 591-3802 for pick-up.

### 3. EXTERIOR COMMON AREAS AND COURTYARDS:

A. No hockey, baseball, basketball or other sports activities shall be allowed on or within the concrete courtyard areas of Pelican Ridge or on Meadowland Drive.

B. Garage, yard or other like sales shall not be permitted.

C. Walkways, driveways and courtyard areas cannot be used for storage. This includes space consuming items such as bicycles, trash receptacles, recycle bins, floats, etc.

#### 4. PARKING/VEHICLES:

A. Each Lot (unit) is allowed a maximum of two four wheel passenger vehicles to be parked on Pelican Ridge property unless a Board approved "Parking Agreement" has been executed with a lot owner/occupant. Entering into a Parking Agreement does not modify the requirement that the first vehicle must be parked in the garage and the second vehicle must be parked behind the garage or in the unit's designated parking space. A Parking Agreement may only be used to park an additional vehicle on the property. A Parking Agreement is not effective until one fully executed copy has been provided to and accepted Gulf View Property Management.

B. Only four wheel, non-commercial, passenger-type vehicles e.g. auto, sport utility, vans, pick up trucks (pick up trucks must be parked in the garage with garage door closed) that can be accommodated by resident's garage are permitted on Pelican Ridge premises. The parking of commercial vehicles, boats, trucks, (however, non-commercial trucks with or without camper shells, may be parked in the garage with the garage door completely closed at all times when not in actual use) recreational vehicles motorcycles, trailers, or campers on any portion of Pelican Ridge Common Areas or Lots is prohibited at any time.

C. Temporary daytime parking of governmental, emergency and service vehicles, including trucks for pick-up, delivery or other commercial services is permitted.

D. Garages must be used for parking vehicles. If a resident has two vehicles, the vehicle not using the garage (either a four-wheel passenger automobile or van) must be parked immediately in front of the garage if space permits or in a resident's parking space. The use of garages for storage or purposes other than parking vehicles is strictly prohibited. See number 16 below and Section 9.5 of Covenants for exceptions allowed under a "grandfathering clause".

E. Unmarked, parking spaces, other than driveways, immediately adjacent to each garage, are considered Common Areas and may be used by any resident who does not have room to park in front of their garage. Unmarked parking spaces are available for guest parking.

F. No landscaped or paved areas (other than paved areas designated for vehicle parking) in courtyards shall be used for vehicular parking at any time.

G. No vehicular parking is permitted along Meadowland Drive, unless written permission is obtained from the Board.

H. Residents must inform guests, and/or invitees where they may park. Whenever possible, notice should be provided prior to the guest/invitees arrival to avoid parking violations.

Any vehicles which are in violation of 9.4 & 9.5 of the Covenants and Restrictions, or in violation of Paragraph C of the Rules and Regulations, shall be either cited in accordance with the Complaint/Citation procedure set forth in the Rules and Regulations, or shall be tagged stating the violation and towed at the Owner's expense.

J. No one shall drive in excess of 15 miles per hour on Meadowland Drive in Pelican Ridge or in excess of 5 miles per hour within any of the courtyards, through any of the curves, or at the entrances to Pelican Ridge.

#### 5. PETS: TENANTS, GUESTS & INVITEES ARE PROHIBITED TO HAVE PETS OF ANY KIND (COVENANT 9.7)

A. A maximum of two pets per Lot and no animal over 25 pounds, when full grown, shall be kept at Pelican Ridge.

B. All pets must be on a leash when outside the resident's unit.

C. Pet owners are responsible for picking up after their pets.

D. Pet owners must comply with all county & state licensing and vaccination requirements and assure that their pets do not become a nuisance.

## 6. PLANTS:

A. No resident shall plant or remove any trees, shrubs or perennials in the common area without the specific written authorization of the Board of Directors.

B. Annuals may be planted in the common area adjacent to the residence of Owner and must be maintained by Owner. If Owner is not a full time occupant, planting must be removed prior to vacating.

C. No Ficus, Rubber or Fig trees or any variety of Ficus may be planted in front or rear privacy areas. They are intrusive and can destroy water & sewer lines and can crack concrete.

D. No Brazilian Pepper trees/shrubs or poisonous flowers and plants (i.e. Oleander, etc.) may be planted anywhere on Pelican Ridge property.

E. Schaefferia and Travelers Palms are limited to 18 feet and no trees or plants may touch any part of building or fence. This includes Oaks, Buttonwoods, Carrot-weeds, Arecias, Norfolk Island or Slash Pines, etc. Owner is responsible for trimming.

F. All vines, Bougainvilleas, Alamandas, Lianas, Trumpets, etc., must be planted on trellises and free from fences and buildings.

G. Plants in tubs or pots are excluded from restrictions as long as they are not poisonous and remain restricted.

H. No resident shall fertilize lawn or shrubs without the written consent of the Board of Directors.

I. If a Resident fails to adhere to any of the above rules & regulations regarding plantings, said Resident will receive a 30 day written notice to remedy the situation. Failure to comply will result in Resident being billed for measures taken to remedy said situation and fined for non-compliance.

## 7. LAKE AREA:

Swimming, bathing, fishing and boating in the lake or water retention areas shall be prohibited. Access to and use of lake area is strictly prohibited. (9.13)

## 8. RENTING: Covenant 11

A. Pursuant to the Declaration of Covenants, an application, a copy of the proposed lease and a non-refundable deposit of One Hundred Dollars (\$100.00), payable to Pelican Ridge of Naples Association, Inc., must be submitted to the Management Company for approval or disapproval at least fifteen (15) days prior to the intended lease date. Application forms are available at the Management Company Office.

B. All leases must be at least thirty (30) days in length.

## 9. TRANSFER OF OWNERSHIP/SELLING: Covenant 12

Pursuant to the Declaration of Covenants, a Transfer of Ownership Application, and a non-refundable deposit of One Hundred Dollars (\$100.00), payable to Pelican Ridge of Naples Association, Inc., must be submitted to the Management Company at least fifteen (15) days prior to the closing and occupancy of the unit. Application forms are available at the Management Company Office.

## 10. EXTERIOR APPEARANCE:

A. Nothing shall be affixed or attached to, hung, or displayed on the exterior walls, doors, or windows except U.S. Flag and brackets for them.

B. Unit owners shall replace broken windows and broken sliding glass doors due to negligence.

C. Residents are not permitted to install lawn ornaments, statues and the like without prior written approval from the Board of Directors.

#### 11. CHILDREN:

A. Children are the responsibility of their parent(s) or guardian(s), who will be held fully accountable and liable for their children's behavior within or directly around the Pelican Ridge community.

B. Children shall be instructed not to climb the walls, fences or trees or to cut through the hedges or other Pelican Ridge plantings, either on foot or bicycle.

C. Children shall be instructed as to blind spots on the Pelican Ridge roads and to avoid hazardous play.

D. Children under the age of twelve (12) years old are allowed at the pool only if supervised by an adult.

#### 12. SWIMMING POOL: (Hours 7:00 a.m. to 9:00 p.m.)

A. No diving, running, horseplay or loud noises will be tolerated within the pool enclosures.

B. Residents and Guests only.

C. Swim at your own risk. No guard on duty.

D. Shower before entering pool.

E. Children in diapers not allowed in pool.

F. Children under twelve (12) years of age must be accompanied by an adult.

G. No floatation devices permitted.

H. No bikes, skateboards, or roller blades are allowed in the pool area.

I. No food allowed in the pool or within 5 feet of the pool.

J. No glass containers allowed in the fenced pool area.

K. No animals allowed in pool area.

L. Dispose of trash before leaving pool area.

M. Belongings left unattended on chairs or chaise for thirty (30) minutes may be removed by others wishing to use them.

N. Gate must be securely closed after entering and leaving pool area.

#### 13. PROPERTY STRUCTURES:

Provisions regarding Property Rights, Easements, and Common Areas shall be complied with in accordance with Article 5 of the Covenants. Furthermore the building exterior and landscaping may not be altered without the prior written approval of the Board of Directors.

**14. RULE VIOLATIONS - HEARING, ASSESSMENTS & FEES:**

The Condominium Act allows for the use of fines as an enforcement tool and provides that the association may levy reasonable fines against a unit for failure of the Owner, or its Occupant, Licensee or Invitee to comply with any provision of the Declaration, Bylaws or Rule & Regulations.

I/we do hereby affirm that I/we have reviewed the above Rules & Regulations and hereby agree to abide by them and any new regulations which may be adopted by the Association from time to time.

**15. GRANDFATHERING**

The Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Pelican Ridge of Naples provide for the "grandfathering" for specific units and conditions. Specifically section 9.5 of the Covenants provides for "grandfathering" for garages converted prior to the Amendment of the documents.

**16. EMERGENCY CONTACT:**

In case of emergency contact the following:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser/Lessee                      Date

\_\_\_\_\_  
Signature of Co-Purchaser or Co-Lessee                      Date

Approved by the Board of Directors on this 28th day of July 2003.