

**FIELDSTONE VILLAGE I  
CONDOMINIUM ASSOCIATION, INC.**

P.O. Box 8478  
Naples, FL 34101-8478

*IF YOUR APPLICATION DOES NOT HAVE THE FOLLOWING  
ATTACHED IT WILL BE RETURNED AND THIS WILL DELAY YOUR  
APPROVAL:*

\_\_\_\_\_ **THE FOLLOWING 2 REFERENCE  
LETTERS MUST BE COMPLETED AND INCLUDED WITH  
THIS APPLICATION**

Please have these 2 reference letters completed by someone you have known for a long time and return them with your application

\_\_\_\_\_ **A COMPLETELY FILLED OUT  
APPLICATION AND MAKE SURE IT IS SIGNED BY  
APPLICANT OR APPLICANTS.**

\_\_\_\_\_ **A LEASE / SALES CONTRACT**

# FIELDSTONE VILLAGE CONDOMINIUM ASSOCIATION, INC.

## PURCHASE / LEASE APPLICATION

Must be submitted 20 days prior to lessee occupancy or closing, whichever is applicable

### Return to

Fieldstone Village Condominium Association,  
Inc.  
c/o Sandcastle Community Management, Inc.  
P.O. Box 8478, Naples, FL 34101-8478  
Tel. 239-596-7200 Fax 239-593-4812

Date \_\_\_\_\_

Name of Current Owner: \_\_\_\_\_ Phone #: \_\_\_\_\_

[ ] I (we) hereby apply for approval to lease: Fieldstone Blvd., Unit # \_\_\_\_\_  
Starting \_\_\_\_\_ Ending \_\_\_\_\_

Rental/Leasing Agent/or Owner \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

[ ] I (we) hereby apply for approval to purchase \_\_\_\_\_ Fieldstone Blvd. Unit # \_\_\_\_\_  
Closing Agent \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Closing Date: \_\_\_\_\_

**PETS: OWNERS may keep up to two (2) small pets (such as a cat or dog), maximum 25 lbs., in the unit. NO PETS OF ANY KIND ARE PERMITTED IN LEASED UNITS. (See Section 12.6 of the Declaration & the Rules and Regulation, Section 3**

### *Please submit the following:*

- A signed copy of the lease or sales contract
  - FOR LEASES:** A security deposit check in the amount of **\$500 payable to Fieldstone Village**. This deposit will be refunded upon satisfaction of the Association that no common area damages or legal expenses have been incurred regarding this application.
  - A non-refundable check for **\$150.00 payable to Fieldstone Village**, a portion of which covers the background check
  - A completely filled out application form. (Partially completed forms will not be considered)  
Separate applications must be completed for co-applicants (excludes married couples).
- \_\_\_\_\_ I Agree  
Initial

**Note: Wilshire Master Association has separate application and fees. For information call (239) 261-3440.**

I (we) represent that the following information is complete and true. I (we) agree that any misrepresentation in this application will justify automatic rejection. I (we) consent to additional inquiry concerning this application, including the background and credit checks, and check of references below. All persons 17 years or older will be checked.

### TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Full Name of Applicant: \_\_\_\_\_ Date of Birth \_\_\_\_\_ S.S.# \_\_\_\_\_

Full Name of Spouse: \_\_\_\_\_ Date of Birth \_\_\_\_\_ S.S. # \_\_\_\_\_

Current Home address:

Street number / name	City	State, Zip code	Telephone Number
<u>Previous Home Address:</u>			

Street number / name	City	State, Zip code
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Current employer: \_\_\_\_\_ Position Held: \_\_\_\_\_

Employer's Address: \_\_\_\_\_ Tel. Number \_\_\_\_\_

Length of time in Position: \_\_\_\_\_ Supervisor's name \_\_\_\_\_ Monthly Income \$ \_\_\_\_\_

Citizen of U.S.? \_\_\_\_\_ **If no, submit document copy of residency authorization or passport photo page.**

Make of Car: \_\_\_\_\_ Year: \_\_\_\_\_ License No. \_\_\_\_\_ State: \_\_\_\_\_

Second car: \_\_\_\_\_ Year: \_\_\_\_\_ License No. \_\_\_\_\_ State: \_\_\_\_\_

List your Bank and Credit references

Institution: \_\_\_\_\_ Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Acct: \_\_\_\_\_

Institution: \_\_\_\_\_ Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Acct: \_\_\_\_\_

Institution: \_\_\_\_\_ Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Acct: \_\_\_\_\_

Institution: \_\_\_\_\_ Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Acct: \_\_\_\_\_

Use of this unit is for single-family residence only. Two-bedroom unit – no more than 4 occupants

Please list the names, relationship and age of all persons who will occupy your unit in addition to the applicants above.

Guests occupying the unit may not stay more than 30 days.

NAMES	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____

Have you ever been convicted of a felony? Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes, please include details \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Tel# \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

If purchasing, I am **purchasing** this unit with the intention to:

☐ Reside in the unit full time ☐ Reside here on a part time basis  
☐ As an investment, not living in unit ☐ Live part time in unit, lease it out other times

Any litigation such as evictions, suits, judgments, bankruptcies, foreclosure, etc? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give details and dates \_\_\_\_\_

(Please use the back of this page if more space is needed.)

**I have received, read and agree to abide by the Declaration, By-laws, Amendments, Articles of Incorporation and the Rules and Regulations of Fieldstone Village Condominium Association.**

Purchaser(s): I (we) understand, in the event that the unit is leased/rented that I will be required to submit a completely filled out lease application, with references, and a nonrefundable check for \$150.00 to Fieldstone Village twenty (20) days prior to the rental taking place.

I (we) further agree that in the absence of the owners, the Association is granted full power to take whatever action necessary, **including eviction**, to prevent or stop violations by lessees and their guests.

The prospective purchaser(s) understands that the Association or its manager may use the above application to perform a background, prior landlord, credit and police records check on the applicant(s) listed above. This information will be kept confidential and may be used to approve or disapprove the applicant(s).

All applicants must make themselves available for a personal interview prior to final Board of Directors approval. Occupancy prior to Board of Directors approval is prohibited. The purchaser(s) will be advised by the Association's Management whether this application has been approved.

Only 1(one) assigned parking space available per unit.

**I (we) have read, understood and agree to all of the statements above.**

**Applicant signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Applicant signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Acceptance on behalf of Fieldstone Village Condominium Association, Inc:**

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative or  
Board of Directors

Date: \_\_\_\_\_

## Certificate of Compliance

The Fieldstone Village One reserves the right to refuse any applicant for just cause as per the Declaration of Condominium. Closing shall not take place before a Certificate of Approval has been issued by Fieldstone Village One.

We, the undersigned buyer( s) [or agent of buyer( s)] of the property indicated above, do hereby agree to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of Fieldstone Village One, a Condominium.

As buyer(s) [or agent of buyer(s)] we further agree that prior to any closing on the aforementioned property, all violations thereon shall be rectified.

Buyer(s) \_\_\_\_\_ Date \_\_\_\_\_

Buyer(s) \_\_\_\_\_ Date \_\_\_\_\_

Name of Lawyer or Closing Agent \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

### NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY FILLED OUT

-----  
(Office Use Only)

Date received \_\_\_\_\_

References checked: YES \_\_\_\_\_ NO \_\_\_\_\_

Personal appearance required: YES \_\_\_\_\_ NO \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Application Approved

[ ] Application Disapproved

\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Date

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

of applicants reference

Your name was given to us as a reference by (applicants name)  
\_\_\_\_\_ HE/SHE/THEY will be

LEASING/PURCHASING a

unit at FIELDSTONE VILLAGE ONE in Naples, Florida. The Board of Directors at FIELDSTONE VILLAGE ONE needs your help with the following questions listed below.

Please fill this out as quickly as possible and return to the person leasing. This reference letter **MUST** be sent with the application in order for the Board to approve their LEASE/PURCHASE. We appreciate your assistance in this matter.

Thank you,

Known for how long \_\_\_\_\_

Make a good neighbor? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe the best you can the type of people they are \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Fieldstone Village I Condominium Association, Inc.**

P.O. Box 8478  
Naples, FL 34101-8478

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

of applicants reference

Your name was given to us as a reference by (applicants name)  
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Thank you,

Known for how long \_\_\_\_\_

Make a good neighbor? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe the best you can the type of people they are \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Interview Checklist

The Condominium Association consists of Fieldstone I (buildings 1 – 9) and Fieldstone II (buildings 10 – 15). We are Fieldstone I.

Trash, recycle, and mailboxes are in the four corners of the condo association. Mailboxes are numbered.

Trash pickup is Wednesday and Saturday. Recycle pickup is Tuesday. The doors to the dumpster area must be secured. No large items (mattresses, furniture, tires, appliances, carpeting, cabinets, construction waste, etc.) can be placed in the dumpsters or left behind in the dumpster area. The \$75 removal fee will be charged. We do not have a handyman or custodian to pick up loose trash, cigarette butts, soda or water cans. Waste Management will not pick up trash that is not in the recycle containers or dumpster. Move in boxes should be collapsed and flattened before being put in the dumpsters. If the dumpster is overflowing, use another dumpster or hold your trash at home for an extra day.

Do not leave bagged trash outside of or in front of the dumpster. Use 2-trash bags instead of one heavy bag that can't be lifted. Don't send children out with the trash if they are unable to put it in the dumpster.

Covered parking spaces are deeded, one per unit. Additional parking is available, first come, for all non covered spaces. An owner may give permission to another resident to use their covered space when away.

Quarterly Assessments from each unit owner are due to the management company on January, April, July, and October 1<sup>st</sup>. These monies are needed to pay for services to our homes: Master Association (roads, tennis courts, pools, club houses), insurance, lawn care, tree trimming, insect spraying, water & sewer, cable TV, trash removal, and reserves. If monies are not received, a 10-day late letter is sent, a lien is attached at 30-days, and foreclosure proceedings at 60-days.

Condo living requires cooperation and consideration for our neighbors. If something bothers you, don't be afraid to knock on a neighbor's door and make them aware of the situation. Normally this corrects the situation immediately. The condo board of directors are unpaid volunteers who conduct the paperwork requirements of running this association a couple of hours each month.

## **Common Rules:**

All rules and policies are contained in the owner's condominium documents and should be read cover to cover. All owners and tenants have signed a document stating that they have read and understand these. This Interview Checklist is meant to be a brief overview, and not entirely inclusive.

To change an existing condo rule requires a mailing to all 42-unit owners in Fieldstone II. Then 2/3 of the owners must votes supporting the proposed changes in person or by return mail.

Owners and tenants are responsible for their guests.

Quiet hours are from 10:00 P.M. to 8:00 A.M. Call the Sheriffs' Office and make a complaint if noise is out of control, bothersome, or people are non-compliant.

An owner is allowed 2 small pets (dog or cat—not 2 of each) weighing less than 25 pounds each, and must pick up after their pet with a plastic bag and dispose of their waste in the dumpster. Cat litter will be bagged and disposed of in the dumpster. Note that cat litter will clog up the sewer pipes and the resident will be billed for repairs.

Renters are not allowed pets.

No trucks, motorcycles, trailers, boats, recreational, or work vehicles are allowed. These vehicles will be towed at owner's expense between 10:00 P.M. and 8:00 A.M. This includes your guests.

No auto repairs may be conducted on site. AAA replacing a battery or changing a tire, checking fluids before a trip, and washing or waxing your car are not considered repairs. Note the mandatory water restrictions and car washing rules are in effect. Owners and tenants violating these rules will be fined.

No structural changes are allowed to any buildings. Replacement front doors must be exactly the same. An owner may purchase and install a screen door similar to those in place. When in doubt, request the architectural review board to approve your request in writing through Sandcastle Management Company. Hurricane shutters can be installed inside your lanai, but not on the outside of the buildings.

Removing carpeting and replacing it with tile in upstairs units requires architectural review approval prior to construction. Sufficient cork under flooring is required to suppress noise. If ample floor rugs are not used in tiled second floor units, the downstairs residents can literally hear "everything" upstairs. Again, request permission through Sandcastle.

Any remodeling or unit improvements resulting in waste (carpets, tile, furniture, cabinets, etc.) must be removed by the contractor and not thrown in our dumpsters. These activities should be conducted during normal work hours and days. When purchasing major appliances or replacement items (washers, dryers, stoves, water heaters, mattresses, etc.) please ensure the vendor will haul off the old appliance.

Owners are allowed to rent their unit for a maximum of 12-months. They can rent seasonally, minimum of 1-month to a maximum of 3 different renters. Renters are not allowed to sublet. All owners and renters must fill out an application through Sandcastle Management Company; have a background security and financial check, and an interview.

Gas and charcoal grills are not allowed, nor are they allowed to be stored on any lanai. This is a fire code regulation.

### **Living in Florida:**

Air conditioning must be running during the warm months or mold damage will occur.

Plumbing: Most insurance policies have a nonpayment clause if the main water switch is left on while you are away.

Please keep your plumbing in good order. Check the hoses to your washer and replace them with high quality ones.

A running sink or toilet may cost us hundreds of dollars in extra water billing and has in the past.

Check when your hot water heater and pressure bubble on top were last replaced. The average life expectancy is 8-years.

Several units were damaged severely.

### **Concerns:**

Fieldstone II is a family neighborhood with a mix of young families, retirees, seasonal, and year round residents. Its home to all of us.

Concerns about who owners, renters, and guests are. Some past problems include:

--Young people and loud noises, and working people having to get up in the morning to go to work.

--Speeding with young children, and older residents who don't see or hear as well as they used to.

--Motorcycles, trucks, RV's, trailers after hours having to be towed—not so much owners and tenants, but their guests and friends

--Renters and guests are not allowed pets.

--Units becoming a “revolving door” for “family, guests, and friends.”

--All owners and renters have to go through a 20-day application process through Sandcastle to include a background and financial check, and interview.

--Minimal rental duration is one-month. Maximum rental duration is one-year and may be extended with board approval.

--No subleasing by renters.

--Renting without board approval may result in eviction

--Grounds for disapproving an owner, renter, and guests are in the documents.

Updated June 17, 2007



# INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the 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 said Rules and Regulations and shall use their best efforts to see that these rules are faithfully observed by their families, guests, and invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

## 1. BUILDING APPEARANCE AND MAINTENANCE

- (a) The streets, sidewalks, walkways, entrances, and stairs 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, toys, bicycles, wagons, shopping carts, chairs, benches, 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. Unit owners may keep normal porch furniture on their porches.
- (c) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, balconies and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entry ways, or exposed on any part of the limited common elements or common elements; and the limited common elements and the common T elements 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, walkways, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his unit any dirt or other substances outside of his unit or on the limited common elements or common elements of the Condominium.
- (e) Refuse and garbage shall be deposited only in the area provided therefor. All garbage must be bagged.
- (f) No unit owner shall make or permit any disturbing noises by himself, his 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 a manner as to unreasonably disturb or annoy other occupants of the Condominium.
- (g) No barbecuing or outdoor cooking is permitted on walkways, balconies or lanais or any portion of the buildings. Barbecuing or outdoor cooking will be permitted in courtyard areas. The Board of Directors may also establish one or more areas of the common elements for outdoor cooking.
- (h) No exterior radio or television antenna installation, or other wiring, shall be made without the written consent of the Board of Directors.

- (i) No sign, advertisement, notice 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. The Developer may use sale signage and other advertising materials while actively selling units.
- (j) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common elements, except those necessary and suited for normal household use.
- (k) 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 buildings.

1. Trucks, Commercial Vehicles, Recreation Vehicles, Motor Homes, Mobile Homes, Boats, Campers, and Trailers

- (A) No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home, commercial vehicle or any vehicle with more than two axles or disabled vehicle shall be permitted to be parked or stored in Fieldstone Village II Complex unless kept fully enclosed inside a structure.
- (B) No vehicle shall be parked anywhere but on paved areas intended for that purpose or in garages. Parking on lawns or landscaped areas is prohibited.
- (C) No vehicle shall be used as a domicile or residence, either permanent or temporary.

2. ALTERATION OF CONDOMINIUM: Unit owners are specifically cautioned that their right to make any addition, change, alterations, or decoration to the exterior appearance **of any** portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors,

# **RULES & REGULATIONS FOR WILSHIRE LAKES**

## **ARTICLE VII USE RESTRICTIONS**

### **7.01 GENERAL USE RESTRICTIONS**

(a) A Plot may be used for single-family residences, multi-family Residences, and for no other purpose. No business buildings may be erected on a Plot and no business may be conducted on any part thereof, nor shall any Plot or portion thereof be used or maintained as a professional office.

(b) No Common Area STRUCTURE shall be improved or altered by an OWNER or the ASSOCIATION or any other person whomsoever, with the exception of the DECLARANT, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of the COMMON AREAS be done by those named in this subparagraph without the prior written approval of the ARB.

### **7.03 ARCHITECTURAL AND AESTHETIC CONTROL**

(a) No building, fence, wall or other structure, landscaping or exterior lighting plan or any other type of improvement, other than those erected by the DECLARANT, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DECLARANT.

(b) Improvements or modifications which are specifically subject to architectural approval include, without limitation, the construction of the initial structures on a Plot and the painting or alteration of a dwelling (including doors, windows, roof), installation of solar collectors or other devices, construction of fountains, swimming pools, Jacuzzis, construction of privacy fences; additions of awnings, shelters, gates, flower boxes, shelves and statues.

### **7.05 AIR CONDITIONERS**

No window or wall air conditioning units shall be permitted.

### **7.06 ANTENNAS AND FLAGPOLES**

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the ASSOCIATION.

### **7.07 COLORS**

No exterior colors on any structure shall be permitted that, in the judgment of the ARE, would be inharmonious or discordant or incongruous with WILSHIRE LAKES.

## 7.08 CLOTHES DRYING AREA

**No outdoor clothes drying area shall be allowed unless approved in writing by the ARB, which approval may later be revoked by the ARJB.**

## 7.09 DRIVEWAYS AND PARKING

**(a) No concrete, asphalt or other paved residential driveways or parking areas will be permitted unless first approved by DECLARANT.**

**(b) All cars belonging to an OWNER must be kept fully enclosed inside an attached garage.**

**(c) No truck, commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure.**

**(d) No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be permanently parked or stored on a Plot unless kept fully enclosed inside a structure.**

## 7.15 ENCLOSURES

**(a) All enclosures, including spa, hot tub and swimming pool enclosures (screened or otherwise), shall be constructed and maintained with compatible design, color and materials as the Plot for which it utilized.**

**(b) The location of all swimming pools, enclosures and screens must be approved by the ARB, in writing, prior to construction.**

## 7.16 FACTORY-BUILT STRUCTURES

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be allowed on a Plot with the exception of any temporary structure built by DECLARANT for use during the period it is a Class B Member.

## 7.17 GARAGES, CARPORTS AND STORAGE AREAS

**(a) Each Residential Structure shall have a garage, which shall accommodate no less than two automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall include an automatic closing device. No garage shall have front access and all garages shall be side loading.**

**(b) Carports shall not be permitted.**

**(c) No unenclosed storage area shall be permitted.**

## 7.19 GARBAGE, TRASH AND REFUSE

**(a) All garbage, trash and refuse containers must be placed in walled-in, sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Plots.**

**(b) No garbage, trash or refuse containers shall be placed within the front yard of any Plot or in any right-of-way or street abutting any Plot, and all Plots must provide for removal of garbage, trash and refuse from the garage entry area.**

## 7.21 LANDSCAPING

(a) It is DECLARANT'S intent that existing native vegetation be retained to the maximum extent possible. Clearing or removal of such existing native vegetation shall be done selectively.

(b) All areas not covered by Structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the DECLARANT.

## 7.22 LIGHTING

(a) All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the ARE prior to installation.

(b) Lighting for landscape, pool, recreation and security purposes shall be designed so as not to be an annoyance to the surrounding residences. Time clock controls may be used.

## 7.23 MAILBOXES

No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Plot other than that approved and provided by the ASSOCIATION. Each OWNER of a Plot will be assessed for the cost of such items at time of installation by the ASSOCIATION.

## 7.24 NUISANCES

Nothing may or shall be done which may be, or may become, an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

## 7.25 OUTDOOR EQUIPMENT

All oil tanks, bottled gas tanks, swimming pool equipment and housing, air conditioning equipment, and other such outdoor equipment, must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Plots.

## 7.26 PETS

OWNERS may keep as pets: Companion pets such as birds, domesticated cats, fish, dogs and other small mammals. No exotic cats, non-human primates, horses or other farm livestock, or zoo type animals shall be permitted. All animals shall be contained on an OWNER'S Plot and shall not be permitted to roam freely or to cause annoyance or nuisance to any OWNER. Pets must be on a leash or carried when on Common Property. Pets are not allowed on Club Property. It shall be the OWNER'S obligation to dispose of waste material from pets. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance.

## 7.27 SIDEWALKS

No engine driven motor vehicle, motorcycle, or moped shall be used on the sidewalks.

## 7.28 SIGNS

(a) No signs, freestanding or otherwise installed, shall be erected or displayed on any Common Areas or OWNER'S Plot, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the ARB.

#### **7.29 SOLAR COLLECTORS**

**The locations of and materials used in the construction of solar collectors shall be approved in writing by the ARB.**

#### **7.30 SWIMMING POOLS**

- (a) **Swimming pools, pool decks, and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks.**
- (b) **Swimming pools shall not be constructed or erected above ground.**

#### **7.31 TREE REMOVAL**

**No trees of four (4) or more inches in diameter shall be cut or removed without approval of the ARB.**

#### **7.34 WALLS AND FENCES**

(a) **No wall or fence shall be constructed, and no hedge or shrubbery abutting the Plot lines shall be permitted without the prior written approval of the ARB. No wall or fence shall be constructed on any Plot until its height; length, type, design, composition, material and location shall have first been approved in writing by the ARB.**

(b) **No chain link fencing shall be allowed.**

(c) **No walls, fences, hedges, shrubs or other materials, which materially obstruct the view of a lake, shall be permitted or approved.**

#### **7.38 OWNER AND MEMBER COMPLIANCE**

(a) **The protective covenants, conditions, restrictions and other provisions of this DECLARATION shall apply not only to OWNERS, Members, and persons to whom a Member has delegated his right of use in and to the ASSOCIATION Common Areas, but also to any other person occupying an OWNER'S Plot under lease from the OWNER, or by permission or invitation of the OWNER or his tenants (expressed or implied) licensees, invitee or guests.**

*\*\* This is just a brief overview of the rules and regulations for Wilshire Lakes. Please refer to your documents for full explanations of use restrictions.*

# **WILSHIRE LAKES MASTER RECREATIONAL FACILITIES**

## **RULES AND REGULATIONS**

### **GENERAL INFORMATION:**

The Rules and Regulations of the Wilshire Lakes Recreational Facilities are designed to protect the rights and privileges of the Association and to protect its property. These Rules and Regulations will be reviewed periodically by the Board of Directors and amended as necessary to better serve the membership.

### **VIOLATIONS:**

The Board of Directors, or designee, shall have the right to suspend the use and privileges of any owner, tenant, family member, or guest for any violation of the Rules and Regulations as set forth herein.

### **HOURS OF OPERATION:**

Clubhouse, Exercise Room, Tennis Courts — 6:00 A.M. to 10:00 P.M.

Pool — Dawn to Dusk (hours of operation shall be determined by the Board of Directors and may be adjusted seasonally or as usage indicates).

Security will secure clubhouse at 10:00 p.m.

### **DAMAGES:**

Members, tenants, families and guests shall be liable to the Association for defacing, marring or otherwise causing damage to these common elements.

Complaints or damages should be reported in writing to the Board of Directors or the Association Manager. Violations may also be reported to Security, if on duty at time of infractions.

### **CLUBHOUSE FACILITIES:**

**FIRE AND HEALTH HAZARD:** No person shall commit an activity on the common elements which will be a fire or health hazard.

**FURNITURE:** No furniture, equipment or any property of the Wilshire Lakes Master Association is to be removed from the common areas.

**SMOKING:** No smoking is permitted in either Clubhouse.

**ATTIRE:** Shoes and shirts must be worn in the Clubhouse facility. No swim wear is to be worn in the Clubhouse. Shirts with offensive pictures or writing are not permitted.

**ALCOHOLIC BEVERAGES:** No alcoholic beverages are permitted in clubhouse or pool area.

**LOCKERS:** Lockers are to be used only when persons are using the facilities. Locks are not to be left on lockers when leaving. Lockers are for day use only.

**BICYCLES, ROLLERBLADES AND SKATEBOARDS:** **These are not permitted in the Clubhouse, Pool or Tennis Courts.**

**ANIMALS:** **No animals shall be permitted in Clubhouses, Pools or Tennis Courts.**

**PROFANITY: Not acceptable.**

**CHILDREN: Children under the age of 14 (16 in exercise room) shall not be permitted to use the recreational facilities unless accompanied by an adult. Supervising adults shall be responsible for the conduct of children at all times.**

**TELEPHONE: A telephone is available in the Clubhouses for emergency (911) calls only.**

**CLUBHOUSE: Reservations may be made for the use of either Clubhouse. The exercise room and restrooms may be used by others while the main section of the club is reserved. The sponsor or person requesting a reservation must be a member of the Association. A security deposit of \$200.00 is required at the time the reservation is placed. Official Association business takes priority over any reservations for the clubhouse. Please verify with R & P Property Management if your date is secure for standing reservations.**

**NOTE: All rules and regulations for the recreational facilities apply also to parties or meetings.**

**CONDUCT:**

- 1. Members, tenants, families and guests using the facilities do so at their own risk.**
- 2. Members, tenants, families and guests using the facilities are responsible for leaving it clean after use.**
- 3. No radios or tape decks shall be used in the Clubhouse without earphones.**
- 4. Be considerate of other by limiting pool play time of others wish to play.**

**EXERCISE ROOM:**

**Owners, tenants, families and guests using the exercise room do so at their own risk. AGE**

**RESTRICTIONS: Children under 16 years of age shall not be permitted in the exercise room.**

**ATTIRE: Females must wear shorts or leotards, shirts or blouses, or warm up suits and appropriate shoes. Males must wear shirts, shorts, warm up suits and appropriate shoes. Please bring a towel, equipment must be wiped off.**

**SWIMMING POOL/SPAS:**

**Owners, tenants, families and guests using the swimming pool do so at their own risk.**

**AGE RESTRICTIONS: Children under 14 years of age shall not be permitted to use the pool unless accompanied by an adult.**

**SHOWERS: A shower must be taken prior to entering the pool to remove suntan lotion or body oils that will clog pool filters.**

**GLASS: Glass is not permitted in or around the pool area.**

**ALCOHOLIC BEVERAGES: Alcoholic beverages are not permitted in the pool or on the pool decks.**

**FOOD: Food is not permitted in the pool or on pool deck.**

**RAFTS: Water rings and water safety rings for non-swimmers are permitted. Noodles are permitted.**

**CONDUCT: No running, pushing or boisterous play on pool deck is permitted. DIVING IS NOT PERMITTED.**

**NIGHT SWIMMING: Pools are not open at night - NO NIGHT SWIMMING.**



**RADIOS: All radios and tape decks are required to have a set of headphones.**

**ANIMALS: No pets or animals are permitted on the pool deck, in the pool or in the pool area.**

**DIAPERS: All individuals who are required to wear diapers must wear rubber pants over their diapers. This is to protect against contamination of the pool. Any member, tenant, family member or guest not observing this rule will be suspended from the use of the pool for a period of 60 days. Should any mishap occur due to non-compliance, responsible parties will be responsible for the costs of testing and chemical additions or draining and refilling the pool.**

**TENNIS COURTS:**

**TIME LIMITS: If other players are waiting to play, please limit times to:**

**Singles: 1 hour**

**Doubles: 1-1/2 hour**

**NOTE: Sign-in sheets may be used during periods of high usage if the Board of Directors determines this is necessary.**

**ATTIRE: Proper attire is required: shirts, shorts, warm up suits and appropriate shoes.**

**CONDUCT: For the safety and enjoyment of others, please, no excessive noise, racquet throwing, ball abuse or profanity. Courts are not to be used when nets are down. Do not lean or climb on nets. Court surfaces are clay. Do not ride bicycles, roller blades, skateboards or any other activity that will damage the surface.**