

# **In Town Club Association Condominium**

## **HOUSE AND GROUND RULES**

**APRIL 2016 EDITION**

# TRAFFIC

- 01.001 **FLOW:** All vehicle operators shall observe the ONE WAY, DO NOT ENTER, SPEED LIMIT AND STOP SIGNS.
- 01.002 **PROHIBITED VEHICLES:** Trucks used as Work Vehicles with Open Beds, Motorcycles, Mopeds, Trailers, Boats (any type), RVs Swamp Buggies, Dune Buggies and All terrain Vehicles may not be operated by Unit Owners, Tenants, Tenant's Guests or visitors on the private property of the Intown Club Association, Inc. **However**, trucks up to one-half (1/2) ton will be permitted whereas the bed is covered with a hard top (no camper tops) no lettering no oversized tires or elevated (jacked-up) bodies, and for personal use only.
- 01.003 **DRIVING AREAS:** Vehicles shall not be driven on the grassed areas at any time; damage is possible to lawn, sprinkler heads and/or sewer and water lines.
- 01.004 **VEHICLE INSURANCE:** All vehicle owners/operators shall have at least the minimum vehicle insurance required by Florida Statutes and City of Naples Ordinances.
- 01.006 **VEHICLE TAGS AND REGISTRATION:** All vehicles on the property of the Intown Condominium shall have current and readily visible tags on the rear of the vehicle at all times. All vehicles shall be operative.

# PARKING

- 02.001 **All** vehicles shall be parked in designated parking spaces.
- 02.002 **UNIT DESIGNATED RESERVED PARKING SPACE:** Each unit shall have one reserved parking space. This reserved parking space shall be used prior to the owner or tenant use of a Guest space.
- 02.003 **RESERVED PARKING SPACES:** In the event an owner plans to be in residence at the Intown Club for only a portion of the year, said owner may designate another resident permission to use his/her reserved parking space in his/her absence. Please notify the On-Site Manager of such intention.
- 02.004 **GUEST SLOTS:** There is insufficient parking space for any unit to have its own Guest space. Guest spots are on a first come, first serve basis. Guest spots cannot be reserved for any unit.

- 02.005     **PARKED VEHICLE NOISE:** Radios and all audio devices, etc., operating in parked vehicles will be muted as as not to disturb any resident of the Condominium.
- 02.006     **TOW-AWAY WITHOUT NOTICE:** Vehicles parked in violation of these **PARKING** or **TRAFFIC** rules may be towed away without notice at the Operator's expense by any Member of the Board of Directors or by the On-Site Manager. Vehicles illegally parked in Reserved Parking Spaces may be towed without notice by the designated user of the Reserved Space.
- 02.007     **TOW-AWAY PROCEDURES:** Write date, time, type if vehicle, color, tag number; have a witness verify where vehicle is parked; call a tow truck company; point out offending vehicle; sign the receipt from the tow-truck driver when offending vehicle is ready to be towed. Call the Naples Police Department at 239-213-4844 immediately and advise the dispatcher you have had a vehicle towed and where the vehicle will be stored.

## LITTER

- 03.001     **DISPOSAL OF TRASH AND LITTER:** All trash and litter shall be placed into trash bags and carefully put into the dumpster. The dumpster is located on the northwest corner of the condominium grounds. The driver of the trash truck is prohibited from getting out of his truck to pick up any items NOT placed in the dumpster. Any item which will not fit within the confines of the dumpster must be taken to the landfill transfer point located on the west side of Airport-Pulling Road just south of Horseshoe Drive South and just north of the Naples Airport. **PLEASE DO NOT LEAVE ANY ITEM ON THE GROUND, CONCRETE OR IN FRONT OF THE DUMPSTER OR WITHIN THE TRASH ENCLOSURE EXCEPT WITHIN THE PHYSICAL CONFINES OF THE DUMPSTER.**
- 03.002     **DUMPSTER PICK UP SCHEDULE:** The Dumpster is emptied on Mondays and Thursdays. The enclosure doors are opened on Sunday PM and Wednesday PM. Drive carefully so as to not hit the open doors.
- 3.003     DO NOT put boxes or recycle items in the dumpster. **Call the Village of Naples** to arrange for pick-up of larger items. Items for pick-up should be placed at the curb on Thursday.
- 3.004     PLEASE Read DO's AND DON'Ts for RECYCLED ITEMS. I.E. NO Black bags. Mixed recyclables are acceptable. Boxes must be broken down.

# NOISE ABATEMENT

- 04.001 Quiet hours at the Intown Club are between 11:00PM and 7:00AM
- 04.002 Radios, tape players, disc players, musical instruments and other types of audio entertainment devices will be operated at a volume which will not disturb others. Offenders may be requested to use ear phones.
- 04.003 Shouting and loud talking which may disturb others shall not be permitted.
- 04.004 Individuals using the wooden stairs shall use care to insure that others are not disturbed unnecessary loud foot-falls.
- 04.005 Children shall be under the supervision of a responsible adult at all times.
- 04.006 Games which tend to disturb others shall not be played on the grounds of the Intown Club Association.
- 04.007 Any exercise equipment that transmits impact noise through floor joists (such as exercise bikes, rowing machines, weights on pulleys) are prohibited in second floor units unless the occupants of the unit directly below grant permission of use in writing.

# PETS

- 05.001 A maximum of two (2) cats will be allowed. No pets are allowed in the common area.
- 05.002 NO tenant may possess pets of any kind.
- 05.003 Damages caused by pets shall be repaired immediately by the owner. In the event it becomes necessary for the Association to make repairs to screens or other Association property, due to damage by pets, the unit owner shall reimburse the Association.
- 05.004 Dogs are specifically prohibited on the grounds of the Intown Club Association or in any unit for any reason for any period of time unless visiting with the owner and MUST be Twenty (20) pounds or less.

# SWIMMING POOL USE

- 06.001 The Intown Club Condominium swimming pool is for the SOLE use of current members, their accompanied Guests and accompanied Visitors.
- 06.002 Tenants, whose names appear on current leases on file with the Association, their accompanied Guests and accompanied Visitors are given permission to use the swimming pool.
- 06.003 The swimming pool may be used by those authorized individuals except during quiet hours.
- 06.004 **NO LIFE GUARD ARE PROVIDED AND ALL PERSONS SWIM AT THEIR OWN RISK. IMPLIED CONSENT IS ESTABLISHED THAT THE INTOWN CLUB ASSOCIATION ITS MEMBERS, ITS BOARD OF DIRECTORS, ANY OFFICER, OR THE INSURANCE COMPANY REPRESENTING THE INTOWN CLUB ASSOCIATION AND ITS DIRECTORS AND OFFICERS, ARE HELD HARMLESS BY ANY ACCIDENT OR INCIDENT IN THE USE OF THE SWIMMING POOL AND ADJACENT AREA.**
- 06.005 Plastic ash trays shall be in evidence and shall be used by any smoker on the concrete apron of the swimming pool.
- 06.006 NO glass containers, including drinking glasses bottles, etc., nor food of any type, is permitted in the swimming pool or the pool apron.
- 06.007 Children wearing diapers are not allowed in the pool.
- 06.008 Urinating in the pool is not allowed due to health reasons. A colorless and harmless dye is commercially available to indicate urination and may be used by the Board of Directors or On-sight Manager without notice.
- 06.009 No running in the area of the swimming pool or on the apron of the swimming pool is permitted.
- 06.010 Diving from the side of the swimming pool is prohibited for safety reasons.
- 06.011 Any person shall not interfere with the enjoyment of the pool facility by others. No "horseplay" is permitted.
- 06.012 A shower is required by the Health Board before entering the swimming pool. Shower is located on the north side of the swimming pool equipment house.

- 06.013 Swimming pool equipment i.e., **shepherd's hook** and the **life ring float** are to be used only in EMERGENCIES. Please do not remove or sit on these life saving items. DO NOT ALLOW children to play with them.
- 06.014 The lights (one on either end) in the swimming pool may be used by authorized adult swimmers. The switch for same is located on the west side of the pool house, in the most northern direction. Please turn them off when leaving. Insure that your hands and fingers are not wet when turning the switch on or off. Electrical shock could occur if hands or fingers are wet.
- 06.015 USE OF RADIOS OR OTHER AUDIO/VISUAL EQUIPMENT. NO electrical device which uses 115 volts shall be placed on the swimming pool apron. No such device shall be within the distance in which a person can reach to touch it while any part of that person's body is touching the swimming pool water and/or swimming pool apron.
- 06.016 Sound producing equipment shall be kept at a volume which will not disturb others at the pool or residences. If requested to lower the volume one is required to comply with the requests without argument or discussion.
- 06.017 **Non-reservational status of swimming pool chairs and chaise lounges:** When leaving the pool area, please remove your towel from the chairs and chaise lounges, if you expect to be gone for an extended period of time. No chair or lounge may be placed in a reserved status.
- 06.018 Chairs and chaise lounges will not be removed from the pool apron or pool area.

## BUILDING APPEARANCE AND MAINTENANCE

- 07.001 Streets, sidewalks, walkways, entrances and stairs and stairways must not be obstructed or encumbered or used for any purpose other than entrance to and exit from units.
- 07.002 Bicycles shall not be left outside of the owner's unit unless in bicycle racks provided by the Association.
- 07.003 **No** Barbecue Grills are allowed to be used on Association property except for the Barbecue Grill provided by the Association.

- 07.004 Storage of personal items is **NOT** allowed outside unit lanai (porch). **NO** personal items may be stored under the stair cases or in the courtyard.
- 07.005 Barbecues shall be physically attended at all times.
- 07.006 Vehicle washing, waxing, cleaning or repairs are prohibited on the grounds of the Intown Club Condominium.
- 07.007 Condominium assets shall be used only for condominium maintenance, welfare and business. Unit owners shall use their unit electricity for projects within their units.
- 07.008 Trash bags pending disposal shall not be placed outside the unit or on unit lanai (porch).
- 07.009 Laundry of any kind will not be hung to be visible from the common area.
- 07.010 Unit owners shall insure that all plumbing fixtures do NOT LEAK.
- 07.011 Waterbeds are not permitted.
- 07.012 Unit owners are responsible for insuring that both fire and smoke detectors are in working order at all times. The Association shall replace in operative detectors if unit owners fail to do so. Such replacement shall be at the unit owner's expense.
- 07.013 When watering plants the unit owners will insure that no liquid be allowed to drip to the unit below.
- 07.014 The outside lights shall be of white or yellow incandescent type with the exception that fluorescent mini-lights of 5-9 watts may be used. The installed clear glass globe shall be kept on each lighting fixture at all times. *(Lighting fixture is SL-9222 and the glass globe is Thomas Globe #G2089)* A maximum bulb wattage of 75 watts should not be exceeded in exterior unit fixtures due to fire hazards.
- 07.015 Lighting or devices designed to kill insects or other types of pests are prohibited.
- 07.016 Installation of hardware, such as doorknobs, knockers or dead-bolt locking devices shall be done to insure that hardware color shall be the same as the original color. This also applies to items of hardware installed on lanais (porches).
- 07.017 No exterior radio, transmitter, television antenna installation or other wiring shall be made without the consent of the Board of Directors.

- 07.018 No sign shall be displayed in or upon any part of the units, limited common area, common area or condominium property by any unit owner, occupant or other person without written permission of the Board of Directors. (EXEMPTED: Burglar alarm decals not to EXCEED 2-1/2 x 3-1/2 inches provided only ONE such decal is attached per window or door panel.)
- 07.019 No inflammable, combustible or explosive chemical shall be kept in any unit, limited common or common elements except the suitable for normal household use. Gasoline and ether are prohibited.
- 07.020 No person other than a licensed vendor or a Member of the Board of Directors may enter or attempt to enter upon the roofs of the condominium buildings.
- 07.021 No person shall conduct a business within the grounds and buildings of the the condominium in violation of the City of Naples, Collier County, State of Florida or United States. Business deliveries are specifically prohibited regardless of type of delivery.
- 07.022 ALTERATION of CONDOMINIUM: Unit owners, their agents or assignees are cautioned that their right to make an addition or change to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. Any proposed additions or changes must be presented in writing to the Board of Directors for approval. The Board may approve such requests only if the Intown Club Association is protected against mechanics liens or other claims arising from such work. The requesting unit owner shall fully reimburse the Association's legal fees expended in such matters.
- 07.023 **EXTERIOR: ALL** window coverings exposed to the exterior must have neutral-colored blinds, shutters or draperies. All window coverings are to be closed during the hours of dusk to dawn.
- 07.024 PEST CONTROL: The association will contract for pest control. Each unit must be available for this service. It is each owner's responsibility to see that access to his/her unit is given.
- 07.025 EXTERIOR LANDSCAPING: **Potted** plants are allowed in a limited quantity on the exterior of one's unit. **NO PLANTS** are allowed to be planted in the ground **WITHOUT** Board of Directors' approval. This includes **all areas** of the courtyard, in front of one's unit and on the perimeter of Intown property **INCLUDING** the fence.



07.025 EMERGENCIES IN UNIT OWNER'S ABSENCE; In order for proper procedures to be taken in a minimum amount of time during an emergency situation, the association Board of Director's will retain keys to all units. These will be placed in a locked and secured location on Intown premises.

Any unit owner who plans to be absent for an extended period of time (30 days or more) must prepare his/her unit prior to departure as follows:

(1) Remove all furniture plants, bicycles, wind chimes and other objects from the lanai (porch) and balcony area of the unit.

(2) Designate a responsible caretaker for his/her unit should the unit be threatened by violent acts of nature or man. The Board of Directors shall be provided with the name, address, phone number and email of each unit's designated caretaker. The caretaker shall notify the Board of Directors prior to entry into the unit in owner's absence. In the event a caretaker has not been appointed by the owner, the Board of Directors shall be considered as such.

(3) Provide the Board of Directors with a duplicate door and ignition key to any vehicle which is left parked on the grounds of Intown Club.

07.026 EMERGENCIES: The Board of Directors may enter an unit in an emergency situation in which a person could rightly believe that be doing so, the lives of the unit owners or occupants could be saved or damage to a unit could be minimized.

07.027 In the event your unit will be occupied by someone other than owner, members of the immediate family or tenants of record, Board shall be notified of said occupancy at least 48 hours prior to occupancy.

## RECOURSE ACTION

8.001 The Board of Directors by majority vote, may impose, after an opportunity for a Board Hearing, a fine of FIFTY DOLLARS (\$50.00) on unit owners of public record who are or whose tenants, tenant's guests, guests or visitors are in violation of these House and Ground Rules, in addition to other actions which may require legal resolution

8.002 Each new owner and/or tenant occupying a unit after 4/12/1989 must read the House and Ground Rules before occupancy. After reading the rules, the owner/tenant must sign an affidavit agreeing to abide by these rules during ownership/tenancy.

# BOARD HEARING PROCEDURES

- 09.001 The Florida Statute governing Condominiums ( 718) requires Board Hearing procedures be prepared for all condominiums.
- 09.002 All complaints shall be in writing and signed by the complainant, except in cases of EMERGENCY or where IMMEDIATE action is required to preserve the peace, order and safety of persons or property.
- 09.003 Any Unit Owner may record a complaint to any Board of Director. The Unit Owner may retract the complaint at any time prior to final action at the Board of Directors Hearing, without prejudice. Conversely, the Board of Directors retain the option to withdraw Board of Directors complaints at any time prior to final action by the Board of Directors.
- 09.004 Upon receipt of a written complaint, the Board of Directors shall meet to determine the specific category of the complaint (e.g. Member complaint toward another Member; Member complaint toward the Board of Directors; Board of Directors Complaint toward a Member.
- 09.005 The Board of Directors will attempt to resolve the complaint through personal contact with the complainant and the person with whom the complainant is directed.
- 09.006 In the event agreeable resolution CANNOT be effected, the Board of Directors will schedule a Board Hearing. SUCH BOARD HEARING SHALL BE FOURTEEN (14) CALENDAR DAYS OR MORE, BUT LESS THAN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE NOTIFICATION OF THE BOARD HEARING. The mailing shall be by US regular, uncertified, unregistered mail, fax or email, to the most current listed contact information for all parties of the complaint.
- 09.007 FORM of COMPLAINTS: Verbal (cases of preserving the peace, order and safety of persons or property) written (non-notarized) or written (notarized).
- 09.008 OPTIONS FOR RESPONDING TO BOARD HEARINGS: All members are encouraged to personally appear for Board Hearings on Complaints whether the Complainant or the defendant of the complainant. If The Complainant or party whom the complaint has been filed against, fails to appear after notice is mailed, the Board of Directors shall make decisions

based upon the relative merits of the case and shall mail a copy of the Board of Directors decision to each party.

- 09.009      **ARBITRATION:** In view of the emphasis placed upon arbitration of complaints by the Florida Condominium Statute (718) and the Intown Club Condominium documents, the Board of Directors shall always agree to arbitration procedures outlined in the Florida Condominium Statute (718), copies of which and necessary forms, shall be provided any MEMBER upon request, at a cost commensurate to the expense incurred by the Board of Directors.
- 09.010      **OFFER OF ARBITRATION:** The Board of Directors hereby offer the process of arbitration in any and all decisions, matters and procedures effected by the Board of Directors. Each Member is encouraged to thoroughly acquaint herself/himself with the Intown Club Condominium documents and the Florida Condominium Statute (718) as pertains to the process of Arbitration and its effect upon decisions. Some of the effects are far-reaching and, in some cases, directly affect financial consideration.
- 09.011      **RECORDING OF BOARD HEARINGS:** Board hearings shall be held at a Board of Directors Meeting. The Board of Directors Meeting will be called by the President or a majority of the Board of Directors. Board Hearings may be recorded on magnetic tape, disc, or in writing. In any event, such will be retained by the Secretary of the Association for that period of time required by the Florida Condominium Statute (718).
- 09.012      **BOARD HEARING PROCEDURES:** The president, or in the absence thereof, the presiding officer, shall verbally read the written complaint, state whether notarized, or non-notarized, inquire as to the complainant and the person to whom the complaint is directed, if each party wishes to proceed with the Board Hearing. If either, or both parties to the complaint are absent, (for other than reasonable cause) - reasonable causes as determined solely by the Board of Directors - such Board Hearing may be continued at a later date specified by the Board of Directors or disposed by the Board. The Board of Directors must be notified in writing with signature prior to the specific date of the Board Hearing as to reasons for non-appearance.
- 09.013      The Board of Directors will use the following sequence of actions in the Board Hearing:
- a. The complainant shall be allowed to state his/her case.
  - b. The person against whom the complaint is directed shall be allowed to state his/her case.
  - c. The complainant shall have the chance to rebut.

- d. The person to whom the complaint is directed shall have a chance to rebut.
- e. The Board of Directors shall make a decision. The written decision will be mailed within ten (10) days to all persons involved with a copy filed and retained by the Secretary of the Association.

09.014 FINES: All fines levied and collected shall be deposited to the general maintenance fund. Any person fined shall have ten (10) calendar days to remit such fine to the Vice-President/Treasurer of the Intown Club Association.

09.015 FINE COLLECTION PROCEDURE: In the event the fine levied IS NOT remitted within ten (10) calendar days, the Board of Directors shall enter a claim in the Collier Court of Competent Jurisdiction seeking such amount of the fine, together with attorney, legal and filing fees. Collection of fines shall not be tolled by the arbitration process, as the fine will be fully refunded if the Bureau of Land and Condominium Arbitrator rules in disfavor of the Intown Club Association, Inc.

09.016 NO FINE SHALL BE CAUSE FOR LIEN UPON THE UNIT NOR THE PROPERTY OF THE INTOWN CLUB ASSOCIATION.

09.017 The Board of Directors are allowed to seek legal rulings in any matter which is deemed necessary at the expense of the Members of the Intown Club Association, provided such legal ruling request is in relation to the administration of the Association.

## **MAINTENANCE FEES**

10.001 Maintenance fees have a ten (10) day grace period after which a \$25.00 late fee will apply. After thirty (30) days a \$50.00 fee will apply and every fourteen (14) days thereafter will result in an additional \$50.00 fee.