

## **RULES AND REGULATIONS AVALON OF NAPLES MASTER CONDOMINIUM ASSOCIATION, INC.**

The following Rules and Regulations supplement those previously adopted by:

- Avalon of Naples Master Condominium (the "Master Association"),
- Avalon of Naples I,
- Avalon of Naples II, and
- Avalon of Naples III.

These Rules and Regulation are applicable to all occupants condominium units Avalon ("Units") as well as to all owners of the Units ("Unit Owners"). These Rules and Regulations may be amended from time to time.

### **Amenity and Guest Parking**

1. The amenity parking area is the parking spaces in the parking lot adjacent to the Avalon Master Clubhouse. The amenity parking area shall only be utilized by residents and guests of Units present at, and in use of, the clubhouse, pool or mailboxes. No overnight parking is allowed in the amenity parking area.
2. The guest parking areas are the six cut-out parking locations located throughout Avalon containing a total of 30 parking spaces. The guest parking areas shall only be used for guest parking and only for reasonable periods of time (not to exceed 30-days).
3. Resident-owned vehicles shall only be parked in resident driveways and garage spaces. Residents shall not utilize the amenity parking area for regular parking of their vehicles. Residents may only use guest parking spaces for such occasions temporary in nature and short in duration that may prevent them from parking in their own driveways and garages spaces. Residents must obtain prior written approval from Avalon's property manager to temporarily park in the guest parking spaces.
4. No parking is allowed anytime in community roadways, other than for the purpose of active deliveries, loading or unloading.
5. Vehicles obstructing pedestrian use of sidewalks is prohibited.

### **Amenity and Guest Parking Enforcement**

1. Photos of vehicles violating Avalon's parking rules will be taken by Avalon's property manager, a board member or any property owner, noting the date and time and location of the violation. The property manager for Avalon's master association (the "Property Manager") will place a notice of parking violation on the windshield of the vehicle each time the vehicle is in violation.
2. Letter of Towing Notice – If a resident continues to park in a manner that violates Avalon's parking rules, the Property Manager will send the resident a letter via certified mail with a return receipt giving notice of the community's intent to tow the vehicle at

the resident's expense.

3. Upon the Property Manager's receipt of the certified letter return receipt, or acknowledgement from the resident via email or another form of communication, the vehicle will be placed on a list of vehicles eligible for towing upon further violations.
4. The Property Manager will contact the towing vendor whenever a vehicle that has been placed on the list as described above is to be towed. The Property Manager and/or a member of Avalon's master association's board of directors (the "Master Board") must be present at Avalon to approve the actual towing of a vehicle.
5. Once a resident has been notified via the above process, no notice will be given to that resident for subsequent violations of Avalon's parking rules. Vehicles violating Avalon's parking rules may be towed without any additional notice to the resident and at the resident's sole expense.
6. Documentation that Avalon's property manager will maintain is as follows:
  - a. Copies of all photos of parking violations including the date/time, vehicle make, model, color, license plate and location.
  - b. Copies of any communications between the resident and the property manager relating to the parking violations.
  - c. Copies of any communications of amenity parking area or guest parking space complaints by other Avalon residents sent to the property manager.
  - d. Copies of any communications with the towing vendor.

## **Pets**

1. A maximum of two (2) household pets may reside within any Unit, and will be limited to dogs, cats or fish. No dog or cat shall be of a dangerous breed or disposition, which shall be determined at the discretion of the Master Board. No variance to the number of pets may be granted.
2. Pets shall not be permitted to become a source of annoyance or a nuisance or danger to any resident and are subject to removal from Avalon at the discretion of the Master Board after a hearing conducted in the same manner as a hearing for fines.
3. Solid wastes from pets must be picked up and disposed of properly by the pet owner in their own waste receptacles.
4. No dog or cat shall be permitted outside of its owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.
5. Aquariums may not exceed fifty-five (55) gallon in capacity. Only one (1) aquarium shall be permitted in each Unit.
6. Pets are not permitted on any part of the common elements of the Master Association except when they are leashed and being walked or transported directly off the common elements or directly to their owner's Unit. Pets are never allowed in the Master Association's lake, pool, pool area or clubhouse.
7. Guests and tenants of Unit Owners shall not be allowed to bring any pets onto the property of the Master Association or any Unit without advance written approval of the Master Board, which may be withheld on any reasonable grounds.

## **Compliance and Fines**

Every Unit Owner and occupant of the Unit (e.g., family members, guests, invitees, lessees or employees) shall comply with these Rules and Regulations as set forth herein, any and all other rules and regulations which from time to time may be adopted by the Master Association or any sub-association at Avalon, and the provisions of any Declaration of Condominium and By-Laws applicable to their Unit (all as amended from time to time) (collectively, the "Applicable Governing Documents"). Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, the levying of a fine against their Unit, or any combination of such actions.

The following fining process shall be applicable to each Unit:

1. Notice: The Property Manager will notify each Unit Owner of any violation by that Unit Owner or by the occupant of the Unit of the Applicable Governing Documents.
2. Determination of Fine: If a violation continues, the Master Board may levy a fine against the Unit at a duly called board meeting in an amount not to exceed \$100.00 per violation, with each day being considered a separate violation provided, however, that no fine shall, in the aggregate, exceed \$1,000.00.
3. Notice of Hearing: The Association shall notify the Unit Owner of the fine and shall provide an opportunity for a hearing to take place at least 14 days thereafter at which the Unit Owner shall have the right to present reasons why the fine should not be imposed.
4. Hearing: If the fining committee rejects the fine then the fine may not be imposed. If the fining committee confirms the fine then the fine would be deemed imposed and the Property Manager must send a letter to the Unit Owner no later than twenty-one (21) days after the date of the hearing advising of the amount of the fine and the date due.
5. Fining Committee: The fining committee shall be a committee of Unit Owners formed for that purpose. It may not be comprised of any officers, directors, or employees of Avalon, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
6. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice that the fining committee has upheld the fine, and if not timely paid shall accrue interest at the maximum rate allowed by law until paid.
7. Application of Fines: All monies received from fines shall be allocated as directed by the Master Board.
8. No Lien. No fine will become a lien against a Unit.

## **Smoking**

1. Smoking (including vaping) is prohibited in all common indoor areas consistent with the Florida Clean Indoor Air Act. Smoking is also prohibited on the lanais, in the pool area and in any other outdoor common areas where residents typically gather.
2. The Master Board reserves the right to prohibit smoking in other areas on the condominium property as the Master Board deems necessary to abate any nuisance

or safety issues.

### **Drone Usage**

Drones are defined as powered, unmanned, aerial vehicles that use aerodynamic forces to provide vehicle lift, can fly autonomously or piloted remotely, and designed to be recoverable. Drones are approved for commercial use only, such as property inspections, real estate photography and deliveries, if and when that technology becomes available. Personal drone usage is not permitted within the Master Association.