

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
ENCLAVE AT NAPLES, A CONDOMINIUM

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property: nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Residential Units.
3. No Articles/items other than patio/lanai table and chairs shall be permitted to be placed on the patio/lanai's, balconies, terraces or other Common Elements or Limited Common Elements of Residential Units. Patio/Lanai tables may not exceed 3.5 feet (42 inches) across. Patio/lanai storage units/furniture of any kind (cabinets, dressers, boxes, etc.) are not permitted on Unit Owner's patio/lanais, balconies or terraces. Couches (outdoor or otherwise) are not permitted on Unit Owner's patios/lanais, balconies or terraces. Only electric barbecue grills are permitted on individual Unit Owner's patios/lanais, balconies or terraces (see rule #10 for details). No satellite dishes are to be affixed to the building. No linens, cloths, clothing, shoes bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the window, doors, patio/lanai, balconies, terraces railings or other portions of the Condominium or Association Property. Not more than 6 plants taller than 5 feet high (including the plant pot or plant stand) are permitted on the patio/lanai, balcony or terrace. Plant pots cannot be placed in the Common Areas (off of patio/lanai) and cannot exceed more than 12" high and 12" in diameter (across).
4. No Unit Owner or occupant shall not permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
5. No garbage, refuse, trash or rubbish, shall be deposited except as permitted by the Association, nor it is to be placed outside of the unit door in the hallway. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition. Furniture and appliances are to be taken to the Collier County Landfill located at 3750 White Lake Blvd, Naples, FL 34117 Phone number 239-455-2830. It is not the responsibility of the Association to remove these items from the property.
6. No Unit Owner or occupant shall not make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit or in the Common Area in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
7. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
8. No repair of vehicles shall be made on the Condominium Property, except for minor repairs permitted by the Association such as jump starts and tire changes. Vehicle washing or wheel washing with or without soap or chemicals is prohibited anywhere within the Condominium Property, due to not having a drain into the sanitary sewer system. The use of soaps or chemicals will harm the lake and kill fish, turtles and birds.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board) or signs utilized by the Retail/Commercial. Additionally, no awning, canopy, shutter or other projection shall be

attached to or placed upon the outside walls or roof of the building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

10. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies. "No barbecues" means a cooking device that produces or uses an open flame or consumes, by burning, charcoal, wood, etc. such as a grill or stove that has an open flame. Anything that "burns" a fuel whether organic or inorganic is prohibited. Examples are, but not limited to: propane grills, charcoal grills and Coleman (white gas) grills. These devices are prohibited from limited common elements [carports, garages, balconies, terraces or patios] and common elements (pool area, hallways, parking lots and grass areas). Propane tanks and other flammable materials may not be kept in Residential units or on limited common elements or common elements. The only permissible type of cooking device is an electric grill (with a cooking surface no larger than 200 square inches) used and stored on your limited common element (the balcony, terrace or patio) or stored in your garage. The only permissible area to have an open flame is the designated BBQ grilling area next to the clubhouse. Open flame devices may be stored in garages but may only be used in the designated BBQ grilling area.

11. A Unit Owner or occupant who plans to be absent must prepare the Unit prior to departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. Nothing should be left on the lanai such as but not limited to all patio items and all bicycles must be removed from the rack and placed in the unit.

12. A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way, portable, removable official flags not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps., or Coast Guard. Curtains and drapes (or linings thereof) which face-on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

13. Installation of satellite TV dishes by Residential Unit Owners shall be restricted in accordance with the following and shall always be at the Unit Owners' risk: (a) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements, and must be done in a secure manner; (ii) the dish may no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements (d) installation must be on a tripod. Notwithstanding the foregoing, Unit Owner's must first submit a request in writing to the Association together with a detailed diagram showing, among other things, dimensions and proposed location of the satellite TV dish. The Association will determine its aesthetic, structural and/or maintenance impact, among other factors, prior to rendering a written decision.

14. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities. Playing in the streets is prohibited, which includes but not limited to football, baseball, Frisbee, etc. Skateboarding is strictly prohibited in the Common Area.

16. Each Unit Owner may keep no more than two (2) household pets not to exceed thirty-five pounds (35lbs.) each in his or her Unit, subject to the terms hereof, and provided that such pet does not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. Any medical service or emotional support over the 35lbs. must provide all proper documentation stating the dog is required. Any dog, regardless of its weight, which resides in a particular Unit pursuant to its owner's lease prior to its owner's purchase of the Unit is permitted to remain in the Unit until its demise, but still subject to all other pet restrictions herein. A determination by the Board that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. Except for the household pets which may be maintained in Units, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Unit. No pet may be kept, bred or maintained for any commercial purpose.

No dogs or other pets shall be permitted to have excretions on any Common Elements, except areas designated by the Association, if any, and Unit Owners shall be responsible to clean up any such excrement. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH NO GREATER THAN EIGHT FEET (8') IN LENGTH OR CARRIED BY A RESPONSIBLE PERSON WHEN NOT IN THE APPLICABLE RESIDENCE. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the later do not become a source of annoyance to neighbors. Without limiting the generality of Section 19 of the Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to the right to fine Unit Owners (as provided in the By-laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element parking garage.

17. Every applicable owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: Remedy violation within 72 hours. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

18. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except.

- (a) Requirements that leases or lessees be approved by the Association (if applicable); and
- (b) Restrictions on the presence of pets; and
- (c) Restrictions on occupancy of Units based upon age (if any); and
- (d) Restrictions on the type of vehicles allowed to park on Condominium Property.

19. No smoking in Common Areas, including outdoor common areas, except in designated areas determined at the Board of Directors' sole discretion. Smoking is permitted at the pool under the tent and at the cabana bar.
20. Appropriate clothing cover-up must be worn in common areas when going to and from pool, fitness room and the like.
21. Pool Complex Rules (Pool/Spa, Billiards Room, Fitness Center, BBQ Area & Tennis Court):

Each unit has been issued 1 Key Fob. Residents are to use their key fob to gain entry through the pool gates to use the Common Area amenities, not the Clubhouse. You are not permitted to allow entry to any other person. Key Fob replacement cost \$25.00

(a) Pool:

Posted POOL Rules meeting Florida/County requirements in 1" lettering minimum:

POOL RULES (STRICTLY ENFORCED)

BATHING LOAD: 57 PERSONS

SHOWER BEFORE ENTERING.

NO NUDITY, NO JUMPING, NO HORSEPLAY, NO CLIMBING

NO RUNNING, NO ROUGH PLAY

NO ANIMALS IN POOL OR ON POOL DECK

NO FOOD, DRINK OR GLASS IN POOL OR ON POOL DECK

ANYONE UNDER THE AGE OF 18 MUST BE ACCOMPANIED BY AN ADULT

POOL HOURS: DAWN to DUSK.

WEARING STREET CLOTHES IS PROHIBITED

DO NOT SWALLOW THE POOL WATER

NO DIVING

(b) Spa:

Posted SPA Rules meeting Florida/County requirements in 1" lettering minimum:

SHOWER BEFORE ENTERING.

NO FOOD, DRINK, GLASS OR ANIMALS IN POOL OR ON POOL DECK.

BATHING LOAD: 6 PERSONS

SPA HOURS: DAWN to DUSK.

MAXIMUM WATER TEMPERATURE 104°F.

CHILDREN UNDER THE AGE OF 18 ARE NOT PERMITTED IN THE SPA.

MAXIMUM USE: 15 MINUTES.

PREGNANT WOMEN, SMALL CHILDREN, PEOPLE WITH HEALTH PROBLEMS AND PEOPLE USING ALCOHOL, NARCOTICS OR OTHER DRUGS THAT CAUSE DROWSINESS SHOULD NOT USE SPA POOLS WITHOUT FIRST CONSULTING A DOCTOR.

Guests (Non-residents) in excess of 4 people constitutes a "party" for these purposes and fall under the party rules for the common areas and require obtaining permission from the Property manager and/or the Board. Children (under 18 years of age) must be accompanied by parent or guardian and who must remain with the underage resident while at the pool.

Individuals who are unable to control their bowels or diaper wearing individuals are not permitted in the pool.

No glass, food, or drink in pool, spa on the pool deck, can only be placed on tables & chairs.

No glass within the fenced pool and spa area.

No Nudity. No Diving. No Horseplay. No Pets.

Alcohol allowed as long as consumed responsibly.

No disturbing or disorderly conduct. No loud noises. No Profane Language.

Audible music is prohibited, the use of Head/Earphones is mandatory.

Adult residents may admit up to 4 guests and should be ready to show proof of residency.

The use of soap in the spa is prohibited. Anyone found to use soap will be permanently barred from use of the spa.

No person may enter the pool or spa if they have bodily cuts, sores, abrasions, rashes, or any other, similar skin condition.

Anyone failing to observe these rules will be asked to leave.

(c) Fitness Center:

The hours open are 5:00 a.m. – midnight.

All persons MUST be 18 or older to use the Fitness Center. No persons under the age of 18 are permitted.

Open to Enclave Residents Only.

No Swimsuits allowed.
Please wipe down equipment after use.

(d) Billiards Room:

The hours open are 8:00 a.m. – midnight.
A Parent must accompany anyone under the age of 18 in the Billiards Room.
Please dispose of any trash.
Billiard Room use is limited to 3 hours if other residents are waiting.

(e) Tennis Court:

The Tennis Court is solely to be used for playing tennis, pickleball & cornhole by Residents and their guests only.
Access to the Tennis Court must be granted from the Association Manager, Maintenance or Security.
Use is limited to 1 hour, if other residents are waiting.
Anyone under the age of 18 must be accompanied by their parent.

Residents are responsible for any damages.

22. Speed Limit:

The posted speed limit throughout Enclave at Naples is 10 mph. Violators are subject to application of the fining policy of the Association. Additionally, the violation will be reported to the Collier County Sheriff for legal action.

23. Parking Rules:

Violations of the following kinds can be towed after 1 warning:

No parking in Handicapped marked spaces without valid handicapped license or prominently displayed handicapped tag.
No parking on grass.
No parking on the road.
One vehicle taking up more than 1 parking space.
No parking in carports and garages spaces except by the owner or his designate.
No trailers, campers or utility trailers allowed.
No parking in Fire Lanes.
Identification as a stolen vehicle.
No commercial or work vehicles overnight parking.
Unlicensed or expired licensed vehicles.
Abandoned vehicles (no licensed plate) or inoperable vehicles.
Vehicles with flat tire(s).
Vehicles backed into a parking space and any portion of the vehicle hangs over the sidewalk.
Vehicles with a hitch not removed.

Parking Stickers or Temporary Permits are required for parking on Association property. Vehicles without a valid parking sticker adhered to the front windshield, left side on the bottom will be subject to immediate towing / booting 24 hours per day.

Parking stickers:

Resident Owner: Provide a copy of the car's registration for each vehicle.

Tenant: Provide a copy of the lease and copy of car's registration for each vehicle.

See Manager or Security for the form.

A vehicle not qualified for an Enclave parking sticker may be issued a Temporary Parking Permit.

Guest's cars, Owners using rental cars, etc., must obtain Temporary Parking Permit immediately from Property Manager or Security. Temporary passes will be dated and have an expiration date after which time the vehicle is subject to tow / booting.

Owners of garages may park boats, trailers, campers, unlicensed, or commercial vehicles wholly within their garages. This does not apply to carports.

24. Gates and Tailgating:

Access through the gates is by a transponder or key fob. Once the gate is fully open then the arm will raise and you may proceed into the property, then the arm will drop. The system records who has accessed the property. Therefore, tailgating into the Enclave is STRICTLY prohibited. It is a safety violation and dangerous for all residents. Residents tailgating into the property will be subject to a fine for each occurrence, tenants will be subject to eviction and non-residents will be turned over to Collier County Sheriff's Office for trespassing charges and arrest. You must grant your visitors access to the property by having a phone number in the call box. It is frowned upon to allow anyone through the gates if you are not at home.

25. Common Area Amenities – Rent:

The Association is permitted to collect rent monies from tenants whose unit owner is delinquent in their maintenance fees as well as denying delinquent owners and/or their tenants the use of Common Area amenities such as the pool, spa, billiards room, tennis court, B-B-Q area and fitness room.

26. Quiet Time in the Community is 10:00 p.m. to 8:00 a.m.

27. Whenever a unit is leased, the tenant shall have all of the owner's use rights in the common elements and association property unless the tenant has waived all of those use rights in writing. Tenants who elect to waive use rights in writing shall only be entitled to waive all such use rights, as the waiver of use rights to select common elements and association property is not permitted. During the lease term, and in the absence of a waiver from the tenant, the unit owner will not have use rights in the common elements and association property except for ingress and egress to his/her unit in his/her capacity as a landlord.

28. If the tenant, or any other unit owner, invites the owner of a leased unit to use the common elements or association property during the term of the lease, the owner of the leased unit must be accompanied by his tenant at all times, or by such other owner who is hosting the owner of the leased unit as a guest.

All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted but not required to grant relief to one or more Unit Owners from specific rules and regulations upon written request and good cause shown in the sole opinion of the Board. The Board of Directors, at their sole discretion, may modify the above-referenced Rules and Regulations from time to time.