

*Enclave at Naples Condominium Association, Inc.*

**Check list for Sales**

- \_\_\_\_ Application completed & returned at least 5 days prior to closing
- \_\_\_\_ Three (3) Character References completed
- \_\_\_\_ Pet Form completed
- \_\_\_\_ Vehicle Form(s) completed
- \_\_\_\_ Copies of all vehicle registrations, insurance cards and drivers licenses included
- \_\_\_\_ Acknowledges reading Welcome Letter
- \_\_\_\_ Acknowledges reading the Rules & Regulations
- \_\_\_\_ Acknowledges reading Gate Instructions
- \_\_\_\_ Acknowledges reading Tailgating Notice
- \_\_\_\_ Acknowledges reading Preventative Maintenance Letter
- \_\_\_\_ Acknowledges ALL vehicles will be towed without the proper parking credentials
- \_\_\_\_ Acknowledges that a copy of the Settlement Statement / HUD is required directly after closing as proof of ownership

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Real Estate Agent Signature

\_\_\_\_\_  
Enclave Manager Signature

# *Enclave at Naples Condominium Association, Inc.*

## **APPLICATION FOR APPROVAL OF SALE**

In order to process this application, the following items must be included:

1. A signed copy of this completed application, with the pet form whether you have a pet or not.
2. Fill out the Vehicle Parking Sticker Program Form & **include a copy of your vehicle registration.**
3. (3) Character References.
4. **Application must be submitted as soon as possible to avoid a delay with the Closing.**
5. An Estoppel is required. Once the Sale is finalized, the HUD is required.

Unit Street Address: \_\_\_\_\_ Bldg #: \_\_\_\_\_ Unit# \_\_\_\_\_

Currently Owned by: \_\_\_\_\_ Closing Date: \_\_\_\_\_

( ) I/We apply for approval to purchase the Unit listed above.

( ) I/We represent that the following information is complete and true, and agree that any misrepresentation in this application will justify automatic rejection. I/We consent to additional inquiry concerning this application, and if requested will agree to an appearance before the Board of Directors for further questioning.

Applicant's Name: \_\_\_\_\_ Spouse: \_\_\_\_\_

Present Address: \_\_\_\_\_ City : \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

U.S. Citizen? \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Applicant's telephone # \_\_\_\_\_

Driver's License # \_\_\_\_\_ SSN \_\_\_\_\_ Birth Date \_\_\_\_\_

Spouse's License # \_\_\_\_\_ SSN \_\_\_\_\_ Birth Date \_\_\_\_\_

Email address \_\_\_\_\_

Business or Profession (even if Retired) \_\_\_\_\_

Make of car(s) \_\_\_\_\_ Year \_\_\_\_\_ Plate# \_\_\_\_\_ State \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_ Plate# \_\_\_\_\_ State \_\_\_\_\_

The Condominium Documents of Enclave at Naples provide obligation of the unit owners that all units are for single family residence only. Please state the name, relationship and age of all other persons who be occupying the unit regularly.

NAME	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

# *Enclave at Naples Condominium Association, Inc.*

Person to be notified in emergency:

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

## **SALES**

( ) I/We intend to live in the unit part time: ( ) I/We intend to live in the unit full time:

( ) I/We do ( ) do not ( ) intend to rent the condominium to others

## **GENERAL CONDITIONS**

I/We are aware that the units may not be occupied by more than (2) permanent residents per bedroom.

## **FINANCIAL REFERENCES:**

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

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

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

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

I/We have read the Declaration of Condominium, By-Laws and House rules of Enclave at Naples Condominium Association, Inc. and agree to comply therewith if this application for approval to purchase or lease is approved.

\_\_\_\_\_  
Purchaser Purchaser

Firm Handling Sale \_\_\_\_\_ Telephone # \_\_\_\_\_

**ANY APPROVAL IS VOID IN THE EVENT OF FALSE STATEMENTS IN THE ABOVE APPLICATION.**

**I AM AWARE THAT A CRIMINAL BACKGROUND CHECK WILL BE DONE AND I GIVE MY APPROVAL.**

\_\_\_\_\_  
Signature of Purchaser Date Purchaser Date

*Enclave at Naples Condominium Association, Inc.*

**PET FORM**

EACH UNIT IS ALLOWED (2) PETS, WEIGHT NOT TO EXCEED 35 LBS EACH

\_\_\_\_ I do not have a pet at this time.

\_\_\_\_ I understand that falsification of information or failure to register my will result in revocation or the denial of approval by the Board.

\_\_\_\_ I further understand that I am fully responsible for the action of my pet and have read the Rules and Regulations regarding the control of my pet.

\_\_\_\_ I understand that this Pet Approval is only for this pet and expires when the pet is no longer on the property.

**PLEASE SUBMIT A COLOR PHOTO OF YOU PET(S)**

Owner: \_\_\_\_\_ Bldg/Unit # \_\_\_\_\_

Address: \_\_\_\_\_

Home # \_\_\_\_\_ Work # \_\_\_\_\_ Cell # \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Present Weight: \_\_\_\_\_

Breed: \_\_\_\_\_ Weight at Maturity: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Present Weight: \_\_\_\_\_

Breed: \_\_\_\_\_ Weight at Maturity: \_\_\_\_\_

Attach a copy of Immunization record:

Veterinarian: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Association Approval

\_\_\_\_\_  
Date

*Enclave at Naples Condominium Association, Inc.*

**OFFICE USE ONLY:**

Vehicle # **1** Bldg: \_\_\_\_\_ Unit: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Parking Sticker Number Issued: \_\_\_\_\_ Transponder Number: \_\_\_\_\_

**Enclave at Naples  
VEHICLE PARKING STICKER PROGRAM**

**Parking Sticker is to be placed on Windshield, Driver Side, Lower Corner**

**Please Print Clearly:**

**Name** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **Wildwood Lakes Blvd. Unit** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Vehicle Year:** \_\_\_\_\_ **Vehicle Make:** \_\_\_\_\_ **Vehicle Model:** \_\_\_\_\_

**Vehicle Color:** \_\_\_\_\_ **Vehicle Plate Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Vehicle is registered to:** ☐ **an Owner** ☐ **a Tenant**

***\*Please note stickers are NOT transferable between vehicles***

**OFFICE USE ONLY:**

Vehicle # **2** Bldg: \_\_\_\_\_ Unit: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Parking Sticker Number Issued: \_\_\_\_\_ Transponder Number: \_\_\_\_\_

**Enclave at Naples  
VEHICLE PARKING STICKER PROGRAM**

**Parking Sticker is to be placed on Windshield, Driver Side, Lower Corner**

**Please Print Clearly:**

**Name** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **Wildwood Lakes Blvd. Unit** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Vehicle Year:** \_\_\_\_\_ **Vehicle Make:** \_\_\_\_\_ **Vehicle Model:** \_\_\_\_\_

**Vehicle Color:** \_\_\_\_\_ **Vehicle Plate Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

***\*Please note stickers are NOT transferable between vehicles***

*Enclave at Naples Condominium Association, Inc.*

**OFFICE USE ONLY:**

Vehicle # **3**      Bldg: \_\_\_\_\_ Unit: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Parking Sticker Number Issued: \_\_\_\_\_ Transponder Number: \_\_\_\_\_

**Enclave at Naples  
VEHICLE PARKING STICKER PROGRAM**

**Parking Sticker is to be placed on Windshield, Driver Side, Lower Corner**

**Please Print Clearly:**

**Name** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **Wildwood Lakes Blvd. Unit** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Vehicle Year:** \_\_\_\_\_ **Vehicle Make:** \_\_\_\_\_ **Vehicle Model:** \_\_\_\_\_

**Vehicle Color:** \_\_\_\_\_ **Vehicle Plate Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Vehicle is registered to:**   ☐ **an Owner**      ☐ **a Tenant**

***\*Please note stickers are NOT transferable between vehicles***

**OFFICE USE ONLY:**

Vehicle # **4**      Bldg: \_\_\_\_\_ Unit: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Parking Sticker Number Issued: \_\_\_\_\_ Transponder Number: \_\_\_\_\_

**Enclave at Naples  
VEHICLE PARKING STICKER PROGRAM**

**Parking Sticker is to be placed on Windshield, Driver Side, Lower Corner**

**Please Print Clearly:**

**Name** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **Wildwood Lakes Blvd. Unit** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Vehicle Year:** \_\_\_\_\_ **Vehicle Make:** \_\_\_\_\_ **Vehicle Model:** \_\_\_\_\_

**Vehicle Color:** \_\_\_\_\_ **Vehicle Plate Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

***\*Please note stickers are NOT transferable between vehicles***

*Enclave at Naples Condominium Association, Inc.*

**CHARACTER REFERENCE FORM**

Date\_\_\_\_\_

Applicants Reference's Name\_\_\_\_\_ Phone#\_\_\_\_\_

Street Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_ Zip\_\_\_\_\_

**RE: Applicant's Name**\_\_\_\_\_

To Whom It May Concern:

The applicant(s) named above is/applying for membership/lease at Enclave at Naples Condominium Association, Inc in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

**Upon completion, please return this form to the agency that sent the form. The completed Character Reference Form MUST be sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter.**

How do you know the applicant(s)?\_\_\_\_\_

For how long have you known the applicant(s)?\_\_\_\_\_

Would the applicant(s) make a good neighbor, in your opinion? \_\_\_\_\_YES \_\_\_\_\_NO

Please describe the applicant(s) character and stability, as you know them:

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\_\_\_\_\_  
Reference's Signature

*Enclave at Naples Condominium Association, Inc.*

**CHARACTER REFERENCE FORM**

Date\_\_\_\_\_

Applicants Reference's Name\_\_\_\_\_ Phone#\_\_\_\_\_

Street Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

**RE: Applicant's Name**\_\_\_\_\_

To Whom It May Concern:

The applicant(s) named above is/applying for membership/lease at Enclave at Naples Condominium Association, Inc in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

**Upon completion, please return this form to the agency that sent the form. The completed Character Reference Form MUST be sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter.**

How do you know the applicant(s)?\_\_\_\_\_

For how long have you known the applicant(s)?\_\_\_\_\_

Would the applicant(s) make a good neighbor, in your opinion? \_\_\_\_\_YES \_\_\_\_\_NO

Please describe the applicant(s) character and stability, as you know them:

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\_\_\_\_\_  
Reference's Signature



*Enclave at Naples Condominium Association, Inc.*

**CHARACTER REFERENCE FORM**

Date\_\_\_\_\_

Applicants Reference's Name\_\_\_\_\_ Phone#\_\_\_\_\_

Street Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

**RE: Applicant's Name**\_\_\_\_\_

To Whom It May Concern:

The applicant(s) named above is/applying for membership/lease at Enclave at Naples Condominium Association, Inc in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

**Upon completion, please return this form to the agency that sent the form. The completed Character Reference Form MUST be sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter.**

How do you know the applicant(s)?\_\_\_\_\_

For how long have you known the applicant(s)?\_\_\_\_\_

Would the applicant(s) make a good neighbor, in your opinion? \_\_\_\_\_YES \_\_\_\_\_NO

Please describe the applicant(s) character and stability, as you know them:

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\_\_\_\_\_  
Reference's Signature

*Enclave at Naples Condominium Association, Inc.*

Applicant's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

The buyer has received the Enclave at Naples Condominium Documents, and agrees to be bound by same, as a condition of approval. The buyer is willing to meet with a Board member/Manager before occupying the condominium.

The Unit Owner agrees to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of Enclave at Naples, A Condominium, recorded in Collier County, as the same may be amended from time to time, (the Condominium Documents). Any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have duty to bring his Tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the Tenant in the name of the Association, or agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including Attorney's fees, incurred in connection with such actions from the Unit Owner, which shall be secured by a continuing Lien in the same manner as assessment charges.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sales Agent / Owner Signature

\_\_\_\_\_  
Date

# *Enclave at Naples Condominium Association, Inc.*

Dear New Owner:

First and foremost, we welcome you to Enclave at Naples. As this is a Condominium Association there are Rules and Regulations in place and they are strictly enforced, a copy is attached herein, it is highly suggested that you read them in their entirety.

However, I will go over some of the items that require your immediate attention:

1. You will need to submit your completed application as soon as you put an offer in for the unit you wish to purchase or as soon as it goes under contract.
2. Upon closing, you will need to forward a copy of the HUD / Settlement Statement. At that time your account will be set-up in the system. You will be issued transponder stickers, parking stickers, & a key fob (if you didn't receive it at closing). If need be, the Association can and will change the locks to the unit for you, as well as the mailbox for a cost.
3. Parking Stickers & Temporary passes - Please fill out the Parking Sticker Form in its entirety. Please make a copy of your vehicle registrations and include them when you return your completed application. If you arrive late at night or on the weekend please ask Security for the packet waiting on you. If you have rented a car then you will need to obtain a Temporary Parking Pass from Security or the office. **Please be advised that any vehicle parked in the Community must have a sticker or a pass and it must be visible upon inspection, if not, it is subject to immediate towing 24 hours a day and you will incur all charges for the towing. This includes your guests as well.**
4. You will need to make a visit to the office in order to receive a transponder in order to access the property. It is imperative that you pull up to the gate next to the pole with the square white box regardless if the gate is opened by another resident. 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 and are also subject to eviction and non residents will be turned over to Collier County Sheriffs Office for trespassing charges and arrest.  
**You must grant your visitors access to the property by having a phone number in the call box**
5. No articles other than patio-type furniture shall be placed on your lanai. Barbeque grills are not permitted. "Barbeques" 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. Electric grills are permitted as long as they do not have a cooking surface of more than 200 square inches and are used responsibly.
6. Each unit may keep no more than two (2) household pets **not to exceed thirty-five pounds (35 lbs)** each in his or her Unit. 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. **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.
7. All garbage, refuse, trash or rubbish, shall be deposited in the dumpsters, it is not to be placed outside of the unit door in the hallway or thrown on the ground. 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. **Illegal dumping of such items is subject to \$100 fine per occurrence.** It is not the responsibility of the Association to remove these items from the property.

Thank you for your cooperation and again, welcome to Enclave at Naples.

Sincerely,  
Enclave at Naples Condominium Association, Inc.

# *Enclave at Naples Condominium Association, Inc.*

## **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.

## *Enclave at Naples Condominium Association, Inc.*

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 barbeques" 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

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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. Annual Tenants are NOT permitted to have pets. Consideration will be given to current tenants with an animal(s) & will be reviewed by the Board prior to the lease being renewed. 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

## *Enclave at Naples Condominium Association, Inc.*

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

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## (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.



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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

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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.*

*Enclave at Naples Condominium Association, Inc.*

**TO: All Unit Owners and all Residents of  
Enclave at Naples Condominium Association, Inc.**

**RE: NOTICE TO UNIT OWNERS REGARDING UNIT MAINTENANCE**

Dear Unit Owner:

With the recent extreme winter weather in Southwest Florida, the Board of Directors wants to remind each unit owner of their responsibility to maintain their unit, pursuant to Article 7.1 of the Declaration of Condominium of Enclave at Naples ("Declaration"). Specifically, each unit owner's maintenance responsibility includes the duty to keep their unit properly ventilated and adequately temperature controlled, and free of any water leaks, even when the unit owner is not in residence. Each unit owner is also required to inspect their unit and take reasonable precautions to prevent the unit from becoming a source of mold or other hazardous pollutants.

By way of example and not limitation, it is recommended that each unit owner take the following measures in connection with their obligation to maintain their unit:

1. Power must be turned on in the unit at all times.
  - a. visually inspect all appliances within the unit and all related hoses and connections for condensation and leaks at least monthly in order to ensure that these are all in proper working order;
  - b. properly ventilate all portions of the unit, including, but not limited to, kitchens and bathrooms, by using exhaust fans and air conditioning;
  - c. open doors between rooms to increase air circulation in the unit, including doors to closets;
  - d. not block or cover any heating, ventilation, or air-conditioning ducts, vents, and intakes and keep furniture and furnishings away from such ducts, vents, and intakes;
  - e. engage a qualified, licensed, and insured contractor to service, maintain, inspect, clean and repair all major appliances, including, but not limited to, furnaces, heat pumps, air conditioners, ventilation systems, humidifiers and dehumidifiers at least annually;
  - f. engage a qualified, licensed and insured contractor to maintain, inspect, clean, and repair waterproofing, such as caulking to doors, faucets, drains, tubs, and showers at least annually;

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- g. empty, clean and dry refrigerator, air conditioner, dehumidifier and all other drip pans and filters on a continuous and regular basis and to de-ice and defrost all freezers and ice making devices at least annually;
- h. clean all sliding glass door and window tracks to ensure proper drainage through the weep holes, at least monthly;
- i. have the air conditioning and humidistat operating to maintain a temperature between 75-80 degrees with 75 being the ideal temperature and the indoor relative humidity should be between 35% - 60% with 50% being the ideal humidity level. To prevent mold the humidity should never be above 60%.
- j. when a unit is expected to be or is actually vacant or unoccupied for a period of 48 hours or more, the unit owner should take the following steps:
  - (1) turn off the main water supply to the unit, and the individual water supply to the refrigerator, dishwasher and hot water heater, as well as any other device in the unit utilizing the water supply, except emergency or life-saving devices such as fire sprinklers;
  - (2) turn off the electric power to the water heater, being careful not to turn off power to the air conditioning, humidistat, smoke detectors, carbon monoxide detectors, emergency lighting or other emergency or life-saving devices;
- k. when a unit is expected to be or is actually vacant or unoccupied for a period of fourteen (14) days or more, the unit owner should take the following steps:
  - (1) arrange to have someone routinely and periodically, at least monthly, inspect the unit, in order to maintain a continuous and meaningful presence in the unit, to determine whether any mold, moisture, water leaks, or damage has occurred and notify the Association of this person's name and contact information. If any mold, moisture, water leak, or damage is found, the owner and/or occupant must take immediate action to remove the mold, moisture and water, sterilize the unit, without causing further damage to the unit, any other unit, or the common elements, make all appropriate repairs, and must notify the Association immediately in accordance with the notice provision contained herein.
  - (2) clean stove and refrigerator;

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- (3) remove all garbage;
  - (4) remove all items from lanai;
  - (5) activate unit alarm system;
  - (6) remove ice cubes, turn off ice maker, and defrost freezer;
  - (7) run garbage disposal to completely clean drain;
  - (8) leave all closet, room, and all interior doors ajar;
  - (9) notify the Association in writing at least seven (7) days prior to intended absence, including out of town address, telephone number, facsimile number, and email and again within three (3) days upon return;
  - (10) leave keys to every vehicle, bicycle, scooter, or similar device stored on or in any unit, common element, or limited common element, as well as keys to the unit and storage unit with the Association; and
  - (11) cover toilets with saran wrap;
- l. clean, vacuum, and dust the surfaces within a unit on a regular basis, at least weekly;
  - m. replace batteries for thermostat and humidistat annually;
  - n. replace smoke detector batteries annually, and smoke detectors when they do not function properly, even with new batteries;
  - o. before bringing items into the unit, especially but not limited to plants, inspect for signs of mold;
  - p. immediately remove and thoroughly dry visible moisture accumulation or condensation on windows, window sills, and any other surfaces within the unit;
  - q. immediately clean, dry, and disinfect all liquid spills or leaks within the unit;
  - r. promptly remove damaged materials that cannot be thoroughly and quickly dried, such as drywall and insulation, without causing further damage to the unit, any other unit, or the common elements;

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- s. engage a qualified, professional, licensed, insured remediation company, approved by the Board, to mitigate and remediate any mold or damage to the unit resulting from moisture, leaks, or spills;

Further, each unit owner or occupant is required to immediately report to the Association, preferably by telephone and written confirmation, any event that could lead to the proliferation of mold, or any evidence of mold. The following events, by way of example and not limitation, must be reported:

- a. any evidence of a water leak or water infiltration or excessive moisture in the unit or in the common elements;
- b. any evidence of mold within the unit that cannot be completely removed with a common household cleaner or any evidence of mold in the common elements;
- c. any failure or malfunction of any heating, ventilating, air conditioning, humidistat, or similar device serving the unit or the common elements

Please be advised that strictly adhering to the above suggestions does not necessarily absolve a unit owner of their responsibility or potential liability in the event of damage to the Condominium Property, nor does it obligate the Association to pay for damage resulting from an owner's failure to implement these recommendations. However, it is a starting point for all unit owners to reduce the likelihood of future mold growth in their units, and on the Condominium Property in general.

Your cooperation in this matter is greatly appreciated.

Very Truly Yours,

Board of Directors  
Enclave at Naples Condominium Association, Inc.

*Enclave at Naples Condominium Association, Inc.*

# Notice

Tailgating is a violation of the Rules and Regulations of  
Enclave at Naples Condominium Association.  
Security intends to keep the Community safe and quiet.

**These are the Rules:**

**A:** Cars without parking stickers or passes  
will be towed.

**No Exceptions**

**B:** Evictions will be made for anyone violating the  
Association Rules and Regulations.

**No Exceptions**

**C:** Non-residents caught tailgating will be reported to  
the Sheriff's Office and arrested for trespassing.

**No Exceptions**

**YOU MUST** inform your guests to get proper admission  
credentials before entering this Community.

Sincerely,

*Joan M. Colosimo*

Joan M. Colosimo, CAM  
Enclave at Naples  
Agent for the Board of Directors

## **GATE INSTRUCTIONS**

You have been issued a keyfob & the reader is located for the front gate on the callbox & at the back gate on a post.

In order to open the gate from your phone, at the front gate press the 3 digit directory code that you will be issued when you move in, then press & hold 9 until the beeping stops, the gate will open.

## **DO NOT FORCE THE GATES OPEN.**

Security is monitoring the gates and each transponder is recorded in the computer, even if the gates fail to function properly. Anyone caught ramming the gates WILL be prosecuted to the fullest extent of the law and will also be charged for any and all repairs resulting from the vandalism. **Security or the Office is NOT responsible for letting you, your guests or visitors through the gates at any time for any reason.**

Sincerely,

*Joan M. Colosimo*

Joan M. Colosimo, CAM  
Enclave at Naples  
Agent for the Board of Directors