

**PEBBLE CREEK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS-
As amended and adopted 2-18-14**

“Abridged Copy of Rules and Regulations for Renters, Family, Guests”

Problems or non-compliance with these Rules and Regulations should be reported, in writing, to the Management Company or the Property Manager. Members of the Association’s Board of Directors should not be contacted personally regarding these Rules and Regulations.

1) COMMON AREAS:

A) When called from the Pebble Creek gate by a guest, you may open the gate by pressing “6” on your landline telephone. You may also press “6” on your cell phone if you have forwarded your land line incoming calls to your cell phone.

G) No bicycles, garbage cans, containers, beach chairs, umbrellas, shoes or other items of an unsightly nature shall be placed on the walkways, driveways, hallways, balconies, entryways or other common areas.

H) No towels, cloths, clothing, rugs, mops, or laundry are permitted to be hung from any of the windows, doors, walkways, railings, balconies, or lanais', or exposed on any part of the common areas. The common areas shall be kept free and clear of refuse, debris, or other unsightly materials. Do not sweep or throw dirt, water, or other substances of the unit onto the common areas or onto another unit property.

I) Be considerate. **No disturbing noises that would interfere with the rights, comfort, or convenience of other occupants will be permitted.** Outside your condominium, including on your lanai, **please speak quietly on your cell phone** so as not to disturb your neighbors. **Do not operate audio,television,radio,or musical instruments in such a manner as to unreasonably disturb** or annoy other occupants. Report any habitual or consistent noise and other disturbances to the Property Manager. If immediate attention is necessary, contact the Collier County Sheriff.

J) Gas grills are located in the pool area for use by residents. The grills are available for the use of all residents. Be Considerate. If both grills are in use, share when possible. **Residents are responsible for turning off grills and cleaning after each use.** For sanitary reasons and pest control, the grills will be removed if not properly maintained and cleaned by users of the grills.

M)Skate boards, in-line skates, roller-blades, bicycles, tricycles, scooters, and similar types of non-motorized activities are not permitted on walkways, landings, elevators, sidewalks, walkways around the lake, or in the pool area. These activities are permitted on the asphalt roadway only, but at your own risk.

N) No fishing, swimming or boating is permitted in the lake.

6) UNIT PREPARATION IN OWNER’S ABSENCE: Any unit owner who plans to be absent from his/her unit for a period of time must prepare the unit prior to departure as follows:

A) If the period of absence is, **more than forty-eight (48) hours-turn off the water at the unit's main shut off valve.**

7) **PETS: As stated in Section 12.4 of the Declaration:** C) **Tenants and guests are not permitted to keep pets in a unit or bring pets** on the Condominium property at any time.

8) **PROHIBITED VEHICLES, PARKING AND GARAGES:** As stated in Section 12.8 of the Declaration:

A) "Prohibited Vehicles. Trucks, pickup trucks, motorcycles, mopeds.

B) "Parking: **All vehicles, including those of a guest, must be registered with the on-site supervisor.** Parking spaces on the condominium property are for the use of owners or tenants having more than one (1) vehicle and for guests.

No more than two (2) vehicles per unit in the aggregate are permitted to be parked on the condominium property by the unit's resident **All vehicles must be registered with the Association under the registration procedures determined by the Board of Directors.**

C) Garages: Garage doors must be closed at all times unless the resident is present in the garage.

Owners (and their renters) must park a vehicle in their assigned garage prior to parking any vehicle in non-garage parking. Owners, tenants or guests may not store personal property in their garage in a manner that would prohibit the parking of a vehicle in the garage. An owner who leases his unit is not permitted to store a vehicle or otherwise use his garage for storage in any manner that would prevent the tenant from using that garage for parking during the lease period. Vehicles should not be parked or left unattended in the general area of the garage. Cleaning the interior of a vehicle, waxing and checking fluid levels are the only permissible vehicle maintenance within an owner's garage. Other vehicle repairs or maintenance such as changing engine oil or other engine fluids, engine maintenance or repair, body maintenance or repair, and washing or waxing of vehicles is not permitted in the common areas."

D) **In regard to the forgoing, the Board has adopted the following Rules and Regulations:**

1) Cars not parked in the owner's garage, but in the parking spaces on the condominium property, may not be covered with a tarp or other car cover.

3) As parking spaces are limited, the Board has decided that the Association will utilize color-coded, numbered stickers or passes that owners will attach to each of their vehicles. The Property Manager will issue to you stickers or passes with proper instructions upon receipt of your completed and signed Vehicle Registration Form or Forms. This form must be provided to the Property Manager within two business days of your arrival. **If at any time you have family and/or guests visiting overnight, you will need to notify the Property Manager in advance, during regular office hours, as posted at the gatehouse, so that a temporary parking ticket can be issued for your visitor's car.**

4) Vehicles in violation of the Declarations and these Rules and Regulations may be towed. Before a vehicle is towed, the Property Manager will leave a note on the owner's vehicle specifying why the vehicle is subject to towing and the reason(s) why. If the violation is not corrected within 24 hours, the Property Manager will write a letter to the owner again specifying the violation and again giving the owner 24 hours to correct the violation. This letter will be considered received when placed in the owner's door. If the violation is not corrected within 24 hours after leaving the letter in the owner's door, the offending vehicle will be towed.

9) **SWIMMING POOL, HOT TUB AND SAUNA:** All owners, renters and guests should remember the pool and recreation area are for the enjoyment of all. Be considerate and refrain from behavior that endangers or infringes on the rights of others to enjoy the facility. Please conduct yourselves in a manner that supports that goal. Your cooperation is expected.

A) **Pool and hot tub hours are daily from one half hour after sunrise to one half hour before sunset.** Collier County Law prohibits night swimming without proper lighting and Pebble Creek does not have the required proper lighting. The gazebo and barbecue area may be used until 10:00 PM.

B) **Smoking is not allowed anywhere in the pool area.**

C) There is no lifeguard on duty at the pool and so all persons swim at their own risk. Accordingly, persons without swimming skills must be accompanied by a person with swimming skills, regardless of age. For safety reasons, **children under 12 years of age must be supervised and accompanied by a parent, grandparent, guardian, or adult unit owner at all times.**

D) Diving, running, skateboarding, jumping, or throwing balls or other objects into the pool are not permitted. **No behavior, which endangers or infringes on the rights of others to enjoy the swimming pool will be tolerated.** Floats, rafts, air mattresses, boomerangs, Frisbees and balls are not permitted in the pool at any time. Small children, babies, tots and toddlers may have personal flotation devices, i.e. life jackets, tubes, water wings, etc.

E) Small pool toys are permitted in the small pool for children to play with (provided the parent remove them when the child is not in the pool).

F) Noodles, used as flotation devices are permitted but should be removed from the pool or pool deck when not being used.

G) **Glass containers, including drinking glasses are not permitted in the pool area.**

H) **Food is permitted in the gazebo area only.** Please dispose of your garbage in the containers provided.

I) **Lounge chairs must be protected by a towel at all times** and should be repositioned upon leaving the pool.

J) Lounge chairs by the pool MAY NOT be reserved by placing a towel on them. Furniture should not be moved off the pool deck.

K) **Audio equipment is not permitted without the use of headphones.** Audio equipment may be approved for special functions such as water aerobics or community social functions with the express permission of the Board of Directors

L) Swim diapers and/or waterproof pants must be used by children who are not toilet trained and by persons who are incontinent. Persons that are ill with diarrhea cannot enter the pool. **Owners and tenants will be responsible for the cost of any clean up of messes in the pool caused by them or their family members of their guests.**

M)CAUTION! Use of the hot tub or the sauna may cause health problems for children or adults with certain health conditions. Children under three (3) are prohibited from entering the hot tub, or sauna. For safety reasons, children under three(3) are prohibited from entering the sauna or hot tub. **Children between the ages of three (3) and twelve (12) must be accompanied in the hot tub or sauna by the parent, guardian, grandparent or the owner.** ALL PERSONS USE THE HOT TUB OR SAUNA AT THEIR OWN RISK.

N) Many of our owners find **cell phones** to be annoying, disruptive and distracting when used in public areas, especially areas such as the swimming pool, the clubhouse, and the fitness facility. It may not be practical or possible to prohibit cell phones in these areas, but please be aware of and sensitive to others if it is necessary for you to bring a cell phone to these areas. **You may do so by limiting the length of calls, the volume of your voice, and by being aware of the proximity of others.**

10) CLUBHOUSE AND FITNESS ROOM:

A)Hours for the Clubhouse and Fitness Room are 6:00 a.m. to midnight. When using the Clubhouse and Fitness Room, please respect the rights of others and refrain from behavior which endangers or infringes on the rights of others to enjoy the facility. Please conduct yourselves in a manner that supports that goal. Your cooperation is expected.

B) Wet swimsuits may not be worn in the clubhouse or fitness room.

C) **Smoking is not allowed in either the Clubhouse or the fitness room.**

D) Shirts, shorts and footwear are required in the clubhouse and the fitness room.

E) Audio equipment is not permitted without the use of headphones.

F) Proper recreational attire and rubber-soled shoes must be worn in the fitness room.

G) Use of fitness room equipment should be limited to 30 minutes when others are waiting

I) For safety reasons, **children under sixteen (16) must be under the supervision** of an owner, parent, guardian or grandparent when using the Fitness Room.

11) TRASH AND RECYCLING:

A) All trash and garbage, except items to be recycled, must be bagged and sealed in sturdy garbage bags and deposited down trash chutes of the buildings or placed in dumpsters located in the trash rooms of the buildings.

B) All boxes and large items must be broken down before being placed in the chute or dumpster.

C) The following items should be recycled as instructed: (Items in two (2) through five (5) can be commingled and placed in the appropriate recycle container.)

1) Newspapers – Place loose newspapers (not in Bags) in the recycling bin labeled “Newspapers Only”. Remove all glossy inserts. No magazines, phone books or other paper products.

2) Plastics #1 & #2 – Soft drink bottle, milk and water bottles, cooking oil containers and some detergent bottles. Look on the bottom of these containers for the #1 PET or #2 HDPE symbols. Rinse first and discard lids. No plastic bags or wrappings.

3) Tin/Steel Cans – Rinse first and discard lids. Removal of labels is not required. No structural or scrap metal.

4) Aluminum Beverage Cans – Rinse first. Containers only – No window frames, aluminum foil, pie pans, or scraps or structural aluminum.

5) Clear, Green and Brown Glass – Rinse first and discard lids. Removal of labels is not required. No light bulbs, drinking glasses, plates, glass, mirrors, clay flower pots, ovenware, crystal or ceramics.

6) Do not place items, which do not fit in the garbage chute in the garbage chute rooms; place them in the container in the trash area.

13) LEASING OF UNITS: As stated in Section 13 of the Declaration:

“In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this section, after receiving the approval of the Association. The lessee must be a natural person.

(D) Failure to Give Notice or Obtain Approval." If proper notice is not given, the Board at its election may approve or disapprove the lease. **Any lease entered into without approval may, at the option of the Board, be treated as nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.**

Declaration 13.4 Occupancy During Lease Term

No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of occupants of a leased unit is limited to two persons per bedroom."

13.5 Occupancy in Absence of Lessee. If a lessee under a lease for less than one (1) year absents himself from the unit for any period of time during the lease term, no other individuals shall be permitted to reside in or occupy a unit in the absence of the lessee except for remaining lessees already in residence. If a lessee under an annual lease absents himself from the unit for any period of time during the lease, the following restrictions shall apply:

- (A) Any one (1) person who is the parent, child, adult grandchild or sibling of the lessee or of the lessee's spouse, if any, may occupy the unit in the absence of the lessee for a period not to exceed fifteen (15) days. That person's spouse and children, if any, may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one (1) calendar year, with a maximum aggregate total of sixty (60) days.
- (B) House guests not included within 13.5(A) are permitted for only one (1) family occupancy in the lessee's absence and then only with the proviso that the family and its guests consist of no more than four (4) persons. Such guests may stay only one (1) week and the total number of occasions for this type of guest occupancy in any unit shall be limited to two (2) in each calendar year.

Any lessee who wishes to permit his unit to be occupied in his absence shall provide to the Board of Directors, on such forms as may be provided by it from time to time, the name and address of each guest, the relationship of each guest to the lessee, the planned dates of arrival and departure of the guests and such other information concerning the guests as the Board may reasonably require. If the lessee and all of his family members within the first degree of relationship are absent, no other person may occupy the unit.

Declaration 13.6 Use of Common Elements and Association Property

"To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term, except as the guest of another owner.

Declaration 13.7 Regulations by Association

All of the provisions of the condominium documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. **In addition, the unit owner is liable for all acts of their tenant and tenant's guests.** A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not."

Declaration 13.8 Fees and Deposits Related to the Lease of Units

"Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time."

In regard to the forgoing, the Board has adopted the following Rules and Regulations: **An owner must provide the lessee with a copy of these Rules and Regulations, certify to the Property Manager that he has done so, require that the lessee complete a vehicle registration form as part of the lease application providing information about the vehicles he intends to maintain on the property, and remove the owners' vehicles from the property. In the event the owner leaves his vehicles in the garage, thus preventing his lessee from parking in the garage, the Board may have the owner's vehicles towed and stored at the expense of the owner.**

14) OCCUPANCY IN ABSENCE OF OWNER: As stated in Section 12.2.1 of the Declaration: "If the owner and his family who permanently reside with him are absent from the unit and are not occupying it, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:

A) Any one (1) person, who is the parent, child, adult grandchild or sibling of the unit owner or of the unit owner's spouse, if any, may occupy the unit in the absence of the owner for a period not to exceed thirty (30) days. That person's spouse and children if any may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one (1) calendar year, with a maximum aggregate total of sixty **(60) days**.

B) House guests not included within 12.2.1(A): are permitted for only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family and its guests consist of no more than six (6) persons. Such guests may stay only one (1) week and the total number of occasions for this type of guest occupancy in any unit shall be limited to two (2) in each calendar year.

C) An owner desiring guest occupancy under (A) or (B) above shall give notice to the Association as provided in the Rules and Regulations." In regard to the forgoing, the Board has adopted the following Rules and Regulations: The notice to the Association shall be as follows: **If the unit is to be occupied by family or friends of the owner when the owner is not in residence, the owner shall notify the Property Manager by completing the "Notification of Related Guest Occupancy" form, available at the gatehouse. The party shall also notify the On Site Supervisor of their arrival and departure.**

A complete copy of the Pebble Creek Rules and Regulations is available in the office or on the Pebble Creek Website.

www.pebblecreeknaples.com

Addendum A: Procedures for handling violations of provisions of Pebble Creek's Declaration of Condominium, Bylaws and Rules and Regulations.

The Board of Directors (Board) is informed by the Property Manager or otherwise, that a violation by a unit owner has occurred. Pursuant to our Condo Documents, each unit owner is legally responsible for any and all violations committed by his or her guests (including family members, relatives, in-laws, friends, invitees, licensees etc.) or tenants.