

## **THE WATERFRONT IN NAPLES – RULES AND REGULATIONS**

**(Revised by Rules & Regulations Committee 05/08/2025)**

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The Rules and Regulations of the Waterfront in Naples are based on the Declaration of Condominium, as amended, and applicable Florida laws. The Waterfront in Naples is located in Collier County, Florida not in the City of Naples. Therefore, in the event of fire, suspicious activities, or medical emergency, call 9-1-1 or the Collier County Sheriff's Department at 239-252-9300.

The Waterfront in Naples will hereafter be referred to as "The Association."

### **I. ANNUAL ASSESSMENTS**

1. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Failure to receive a bill shall not excuse the obligation to pay (By-Law 6.5).
2. If not received within fifteen (15) days of the due date, a friendly reminder letter will be mailed.
3. If not received within thirty (30) days after the due date, accounts will be referred to collections.
4. After ninety (90) days the Association's attorney will:
  - a. Send a Notice of Intent to Impose Claim of Lien
  - b. File the Claim of Lien
  - c. Send a Notice of Intent to Foreclose the Claim of Lien, and
5. The Association will foreclose its Claim of Lien if all assessments, interest, late fees, attorney fees and costs in connection with the collection remain unpaid.
6. If a Unit that is rented that becomes delinquent, the Board of Directors reserves the right to:
  - a. Collect the rent from the tenant if the unit is rented.

- b. Prohibit the rental of the unit until the account is fully current.
- c. Suspend the rights of the Owner, occupant, and tenant to use the common areas including, but not limited to, the pool, club house, nature trail and dock.
- d. And/or suspend the Owner's voting rights.

## **II. GENERAL RULES AND REGULATIONS**

- 1. Every Owner is required to provide the Association with working key(s) and / or combinations to his/her/their unit to allow the Association access to the unit (By-Law 15.8). In the event the unit changes or rekeys the lock(s) or the combination, it is the Owner's responsibility to provide the Association with a new key to all locks and/or the new combination.
- 2. Any Owner, occupant or tenant that plans to leave the Unit unoccupied for two (2) or more days, is required to turn off the water at the main water valve for that unit, turn off the hot water tank valve, turn off the hot water at fuse box and set their thermostat so that the indoor air temperature does not exceed eighty (80) degrees Fahrenheit. It is the Owner's responsibility if there is water damage to their unit or a neighbor's unit.
- 3. All changes in ownership including, but not limited to, adding a spouse, child/children to the title for estate planning purposes and changes in ownership by inheritance, must be approved by the Board of Directors in advance and said approval will result in a new Certificate of Approval being recorded in the Public Records of Collier County, Florida (By-Law 18.0).
- 4. No person may post or display "For Sale," "For Rent" or similar signs anywhere within the Association property. Exceptions will be made for "Open House" signs and County building permits provided that the Board is made aware of these instances in advance. "Open House" signs may only be displayed from 10:00 AM to 4:00 PM on Saturday and Sunday and must be removed and stored out of sight by 4:15 PM. County building permits must be removed upon final inspection. This rule does not apply to postings by the Association to advise residents of pending maintenance to the common areas. Notices posted by the Association in any common area are not to be removed by any resident (By-Law 16.3).
- 5. Each unit shall be permanently occupied by only one (1) family at a time, as a residence and for no other purpose. No more than two (2) people per bedroom are to occupy a unit (See Guest Restrictions).
- 6. Owners, occupants, guests, or tenants may not operate a commercial enterprise from any unit (By-Law 16.1).
- 7. There is no fishing, swimming, or boating in/on the lakes/ponds within the Association.
- 8. Do not feed the ducks.
- 9. Owners, occupants, and tenants are not to interfere with any contractor retained by the Association. Any concern that any Owner, occupant and/or tenant with questions or comments regarding the performance or behavior of any contractor should contact the Management company.
- 10. The Board of Directors are your neighbors and volunteer to serve the community without compensation. Florida law prohibits individual Board Members from

dealing with individual issues and concerns. Therefore, please direct all concerns to the Management company through:

- a. ~~Submission of an Action Request Form (located on the Associations web page, or~~
- b. An email to the Management company, or
- c. Submission of a letter requesting time at the next Board of Directors meeting to address your specific issue. Presentations to the Board of Directors are limited to three (3) minutes (By-Law 4.8).

11. Garbage cans shall be placed on the curb the evening before the scheduled pick-up and must be returned to the garage for storage by the evening of the pick-up day.

12. The following are the rules according to the Florida Fire Prevention Code regarding the use of cooking or heating devices on condominium balconies and storage of such devices:

- a. NFPA 1:10.11.6.1 – For other than one- and two-family dwellings, no hibachi, grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within ten (10) feet (3 M) of any structure. (Pert NFPA 1, Uniform Fire Code, Florida FPC 5<sup>th</sup> Edition).
- b. NFPA 1:69.5.3.5 – Storage of cylinders within a residential building, including the basement or any storage area in a common basement storage area in multi-family buildings and attached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb. (1.2 kg) and shall not exceed 5.4 lb. (2.4 kg) aggregate water capacity for smaller cylinders per each living space unit.

### **III. PARKING RULES AND RESTRICTIONS**

1. The speed limit within the Association is 15 MPH.
2. Each unit is limited to a maximum of two (2) vehicles.
3. ~~Owners, occupants and tenants should not park in the spaces designated for guests.~~
4. Owners, occupants, tenants, and guests are prohibited from parking on the grass or along the side of the roadway.
5. An owner, tenant, guest, or invitee may park a personal vehicle, including a pickup truck, in the Owner's driveway or any area where they have parking rights. All Owner vehicles should be able to fit within the Owner's garage.
6. Owners, occupants, and tenants may park in another Owner's driveway with permission of said Owner with notice to the Board of Directors. The use of another Owner's driveway shall not be used to circumvent the two (2) vehicles per unit limit.
7. No commercial vehicles shall be allowed within the Association except for service vehicles associated with work being performed in the repair of or replacement of a common or limited common easement. All commercial vehicles must leave the Association by 6:00 PM (By-Law 16.6) unless there is work being performed.
8. ~~Owners, occupants and tenants must park personal pickup trucks in the garage at all times and NOT on the driveway nor in guest parking.~~

- ~~9. Guests with pickup trucks must park in guest parking and be off the property by 10:00 pm.~~
- ~~10. If an owner's, occupant's, or tenant's truck does not fit in the garage, that truck must be parked outside of the Waterfront in Naples.~~
11. Any vehicle, not property maintained either mechanically or cosmetically, must be always parked in the garage.
12. Unknown vehicles parked in guest parking longer than seventy-two (72) hours will be considered abandoned and will be towed at the Owner's expense.
- ~~13. All Owners will be assigned a parking sticker by the Management company. If there is a change in vehicle ownership, a new sticker must be obtained.~~
14. Except for those individuals who resided in the Association and owned motorcycles prior to June 28, 2004, no one shall be allowed to own or operate a motorcycle within the Association. Those who are allowed to own motorcycles must park their motorcycles in the garage. The registration and plates must be renewed annually (By-Law 16.6).
15. Golf carts are not permitted within the Association.
16. Motorhomes, boat trailers, camper trailers or other RV's may be parked in an Owner's driveway for a maximum of twenty-four (24) hours. After twenty-four (24) hours, it is subject to be towed by the Association at the Owner's expense.
17. A Garage cannot be partitioned or converted into living space without the express written permission of the Association prior to the start of work. Owners seeking to modify the interior garage space must submit an Architectural Review Form (ARF) and if approved, comply with all applicable building codes and obtain all required permits prior to the start of construction.
18. Vehicle repairs are permitted inside an Owner's garage. The Owner is responsible to assure that the garage floor is not damaged.
19. Vehicles found to be causing damage to the limited common elements or common elements, will be towed by the Association at the Owner's expense with all clean-up and repair costs including, but not limited to, paving and resurfacing will be charged to the Owner of the unit.
20. Owners of electric vehicles will be responsible for installation and use of a charging station within the garage. ARF must be completed prior to installation, and if approved, comply with all applicable building codes and obtain all required permits prior to the start of installation.
21. The Board of Directors has the authority to tow vehicles illegally parked at the Owner's expense.

#### IV. PET RESTRICTIONS

1. Owners may have up to two (2) domestic pets weighing no more than ~~twenty-five (25)~~ thirty-five (35) pounds each (By-Law 16.7). There is no weight limit for service animals. The Association reserves the right to request additional information for a service pet before the Association can evaluate an accommodation request.
2. Emotional support animals (ESAs) are limited to dogs and cats of any weight. Owners must provide official documentation from a licensed mental health

professional or health practitioner on official letterhead confirming the need for an ESA:

- a. The individual has a disability.
- b. The necessity of an ESA
- c. Specific support or assistance the animal provides.

3. The Owner is responsible to assure that the pet(s) is not a nuisance including, but not limited to, excessive noise or odors.
4. Owners must complete a Pet Registration form with details such as the pet's name, breed, weight, and proof of vaccinations annually.
5. The Owner is responsible for all damages and injuries caused by his/her/their pet.
6. All pets, including cats, must always be on a leash or in a pet crate/cARRIER when outside the unit.
7. Owners shall immediately pick up after their pets and properly dispose of all feces.
8. No pets are allowed in the pool area unless they pass through from gate to gate.
9. No pet shall be left unattended, including tethered or crated, on any port, deck, or balcony at any time.
10. Tenants, guests, and visitors are not allowed to have pets with the Association.

## **V. LEASING AND RENTING AT THE WATERFRONT IN NAPLES (17.0)**

1. Owners may lease or rent their units up to three (3) times per year.
2. Units may be leased for a period of at least thirty (30) days, but no more than one (1) year.
3. Owners must obtain and complete a lease application online or from the Management company, submit a completed lease agreement and a \$100 application fee at least ten (10) days prior to the start of the lease term (By-Law 17.1A).
4. Approved leases can be extended for one (1) additional year with the prior approval of the Board of Directors (By-Law 17.2).
5. Tenants over the age of twelve (12) should not exceed the maximum capacity of two (2) per bedroom.
6. The Board of Directors reserves the right to reject incomplete lease applications and any lease application where the Owner is delinquent in any assessment or charge levied by the Association against the unit.
7. If an Owner becomes delinquent, the Association has the right to collect rent paid by the tenant until the Owner's account is current. If the tenant fails to pay the rent to the Association, they will be evicted at the Owner's expense.
8. The Owner is responsible for the conduct of all guests, agents, occupants, and tenants associated with that unit.
9. A copy of the current Rules & Regulations must be provided to all tenants by the unit Owner.

## **VI. GUEST USAGE**

1. Owners must fill out a guest form for family and friends who may be visiting overnight in their unit ~~when the Owner is not in residence, whether the Owner is in residence or not~~, including dates of visit and vehicle information.
2. Guests over the age of twelve (12) should not exceed the maximum capacity of two (2) per bedroom.
3. Guest signage should place the designated parking card in the windshield of their vehicle when on the property and are permitted to park in guest parking.
4. A Copy of the current Rules & Regulations must be provided to all guests by the unit Owner.

## **VII. POOL, HOT TUB AND CLUB HOUSE (POOL AREA)**

1. The pool area hours of operation are from ~~6:00 AM to 10:00 PM~~ dawn to dusk.
2. The use of the pool area is strictly for Owners, tenants, and their guests.
3. Guests using the pool without the Owner present must carry their guest pass with them to the pool.
4. There is no lifeguard on duty at any time. Use of the pool area is at your own risk.
5. People under twelve (12) years of age must be accompanied by and always supervised by a responsible adult.
6. Everyone is expected to note the location of the safety equipment.
7. The fenced area around the pool area is designated as a "No Smoking" area.
8. Towels and items of clothing are not to be hung from the pool railings.
9. No glass containers shall be brought into the pool area.
10. Umbrellas should be closed, and furniture pushed horizontal with the pool fence when leaving the pool area.
11. No unattended items should be left at the pool and may be removed.
12. Bicycles, skateboards, roller skates, motorized scooters, motorized bicycles, mopeds, Segways, etc. are not allowed within the fenced area of the pool at any time, including passing through.
13. While the playing of music, audio books, video games, or other comparable items are allowed, the user must use earphones. Any audio material containing offensive content is forbidden. Exception: Association events, music must be turned off at 10:00 PM except on New Year's Eve until 12:00 AM.
14. The clubhouse is available for rental by owners and tenants for private events or celebrations, subject to an application and a \$100 security deposit. The deposit will be refunded if the premises are returned to the Association in clean condition with no damage.
15. The use of phones at the pool is discouraged. Calls can be answered then move to another area away from residents to continue the conversation.

## **VIII. NATURE TRAIL**

1. ~~The Nature Trail and docks are closed from 10:00 PM until dawn.~~
2. Do not tamper with the lights or timers on the nature trail.

3. Bicycles, skateboards, roller skates, motorized scooters, motorized bicycles, mopeds, Segways, etc. are not allowed on the nature path, dock, bridges, or pool area.
4. All food and beverage containers, wrappings and bags must be disposed of properly.
5. No Owner, occupant, guest, or tenant shall ~~add or~~ remove any plants from the nature trail. Owners, occupants, or tenants may add plants to the nature trail with written approval from the Board of Directors.

## **IX. BOAT DOCK AND KAYAK STORAGE RULES**

1. The Rules and Regulations regarding the use of the dock are posted at the dock and recorded at Official Records Book 4429, Page 2060, of the Public Records of Collier County, Florida.
2. Any Owner, occupant or tenant that wishes to apply for dock space, must make application pursuant to the Boat Agreement. A copy of the Boat Agreement and Application for a boat dock can be obtained from the Management company upon request.
3. All dues and fees owed to the Association must be paid in full prior to the assignment of a dock space, assuming a space is available.
4. All boats, kayaks, canoes, and other watercraft must be properly tied to the dock, stored in the racks provided for that purpose, or stored in the Owner's garage. Under no circumstances are boats, kayaks, canoes, or other watercraft to be stored on the nature trail or on the ground next to the nature trail.
5. All boats must be maintained and registered.
6. Dock fees not paid within thirty (30) days of the due date are delinquent. All delinquent dock fee accounts will receive a letter by First Class US mail, postage prepaid, at their official address as stated in the Association's records stating that if the entire amount owed plus interest and fees and costs, if any, are not paid in full within fifteen (15) days, the Owner will lose their dock privileges. Dock privileges are automatically terminated at the end of the fifteen (15) day period without further warning.
7. An Owner whose dock privileges are terminated due to non-payment and wishes to utilize the docks, will be required to re-apply and will be added to the waitlist behind any or all other applicants.

## **X. EXTERIOR AND INTERIOR MODIFICATIONS AND WORK HOURS (BY-LAWS 15.2)**

1. No Owner, occupant or tenant may make any modification, change or addition to the common areas with the express written approval of the Board of Directors.
2. While Owners may decorate and remodel the interior of his/her/their unit, remodeling plans that involve the:
  - a. Removal of any wall; or
  - b. Relocation or modification of water, sewer, or electrical service; or
  - c. Installation of hurricane shutters; or

- d. Add/remove a screened in porch; or
- e. Change the garage door; or
- f. Installation of any satellite/TV/radio antenna/dish; or
- g. The enclosing of any sun deck or balcony.

Requires the prior written approval of the Board of Directors.

3. Owners wishing to remodel the interior in this manner shall submit the following documents:
  - a. Action Request Form (ARF)
  - b. Complete copy of all drawings and specifications as scope of work
  - c. Copy of the contractor's license
  - d. Certificate of Insurance naming the Owner as insured and Waterfront in Naples Condominium Association, Inc. as additional insured.
  - e. Copies of all required County permits.

In the event the Owner cannot obtain any permit without the approval of the Association, it is the duty of the Owner to notify the Board of Directors of that requirement as part of the application. In that event, the Board of Directors may issue a conditional approval of the proposed decorating and/or remodeling.

4. No porch, sun deck or balcony can be tiled or otherwise have the flooring surface modified without the express written approval of the Board of Directors. Any Owner seeking to modify the flooring surface of a porch, sun deck or balcony must submit:
  - a. Drawings and specifications, including weight load and slope information along with a description of the material being used as part of the ARF
  - b. Copy of the contractor's license
  - c. Certificate of Insurance naming the Owner as insured and Waterfront in Naples Condominium Association, Inc. as additional insured.
5. Maintenance, non-emergency repair, or improvement work involving pounding and/or power tools including, but not limited to, hammers, power saws drills, routers, tile cutters, and/or power washers, shall commence after 8:00 AM and must end by 6:00 PM, Monday through Saturday only. In the event of emergency repairs, work shall cease as soon as the emergency is remedied.
6. If renovations are not completed by the expiration date of the County permit, the Owner must apply for an extension of the permit and submit a request for a period, regardless of the County permit extension date or the Owner is in violation.

## **XI. EXTERIOR APPERANCE, LANDSCAPING AND LIGHTING**

1. No Owner, occupant or tenant may make any modification, change or addition to the common areas without the express written approval of the Board of Directors.
2. No items shall be hung from, tied to, or placed on any porch or balcony railing.
3. Upstairs units are allowed a maximum of ~~six (6)~~ four (4) planters total to be placed down the center of the outside stairwell between unit's "C" and "D".
4. Planters may not hang over the stairs and must allow for safe access to the unit entrances.
5. Downstairs units are allowed an individual planter next to the garage.
6. Other planters are permitted on the Owner's deck or balcony only.

7. If an Owner adds to or modifies any common area, these modifications may be removed at the request of the Board of Directors. Owners will not be reimbursed for money spent on removal of modifications or the items removed.
8. Owners may use a single strand of soft white low-level lights on their balcony or deck. All lights must be on a timer and turned off by 10:00 PM.
9. Owners have the right to display one portable, removable United States flag according to Florida Statute 718.113. Additionally, Owners can display portable, removable official flags of the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard on specific holidays, such as Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, as detailed in Florida Statute 718.113. The flags can be no bigger than three (3) feet by five (5) feet and can be attached by pole to the garage area only.
10. The following rules apply to all holiday displays:
  - a. Owners, occupants, and tenants may display lights in the following locations: inside windows, decks balconies and around the light post associated with that unit.
  - b. Lights placed on landscaping must be done so as not to damage or harm any plants.
  - c. Lights should not interfere with walkways, stairs or use the safety rail.
  - d. The use of spotlights and laser lights on any holiday display is strongly discouraged.
  - e. Owners, occupants and tenants are not allowed to drill holes, drive nails, or affix putty, paste, tape or other adhesive to the exterior walls, overhangs, eaves, soffits, garage soffits, garages or exterior doors to attach, mount or otherwise display any lights or other holiday display.
  - f. Absolutely no element of any exterior display shall involve the use of candles or tea lights or any open flame.
  - g. Lighted holiday displays must be turned off by 10:00 PM and remain off until the following evening.
  - h. No holiday display may be placed on the nature trail, pool, or parking areas.
  - i. Holiday displays must be installed one week before a holiday with the exception of Christmas which may be installed 1 month in advance. All holiday displays must be removed within fifteen (15) days of a holiday.
  - j. The Association reserves the right to inform an Owner, occupant, or tenant that a display or an aspect of any display is unacceptable and must be removed.

## **XII. MAINTENANCE RESPONSIBILITIES (BY-LAWS 15.2)**

1. Owners are responsible for all maintenance issues inside of his/her/their unit, which includes, but not limited to, window frames, doors, plumbing, heating, air conditioning, and the limited common elements associated with that unit.
2. The Association is responsible for all maintenance of common areas, the exterior of the building, balconies, porches, painting the exterior of the entry door, the landscaping and irrigation system and all exterior lighting.
3. Pressure washing and other noise generating exterior maintenance devices may be used from Monday to Saturday between 9:00 AM 8:00 AM and 5:00 PM.

4. Any Owner, occupant or tenant who will be absent from the unit during the period from June 1<sup>st</sup> to November 1<sup>st</sup> for season, vacation, extended business trip, etc. shall ensure that his/her/their balcony is cleared of personal items, including plants in the event of a hurricane or other violent storm.

**REVISED AND APPROVED BY THE BOARD OF DIRECTORS: JULY 16, 2025**