

To the Unit Owners of Reflection Lakes at Naples Condo 1 Association:

The Condo 1 Association Board of Directors will allow the Unit Owners to extend their current lanai providing that they adhere to and follow the "Lanai Specification and Unit Owner Responsibility" document adopted by the Condo 1 Association Board of Directors. This document is available from the Property Manager.

The Unit Owner will also be required to fill out the "Lanai Extension Application Form" available from the Property Manager's office. There is an application fee of \$350 payable to the association along with this form.

The Unit Owner must also execute an "Easement and Maintenance Agreement" as prepared by the Association's attorney and adopted by the Condo 1 Association Board of Directors, a sample of which is attached.

The Unit Owner is responsible for obtaining all surveys and permits necessary for approval by the Collier County, SFWMD and fire department. The contractor may help with permits and surveys.

In addition, the Unit Owner will have to contact the Condo 1 Association landscape contractor for assistance in removing sod, shrubs, bushes, trees and other plantings at the Unit Owner's expense. The Unit Owner must also contact the MA HOA Landscaper to cap off and reconnect irrigation lines.

Please consult the "Lanai Specification and Unit Owner Responsibility" document for more information and details.

The Board of Directors is pleased that Unit Owners will now have this opportunity, but all Unit Owners who wish to proceed with construction should be advised that documentation required for lanai extensions is for the protection of the Association and the surrounding Unit Owners. Thus, any extension performed without proper approvals and documentation will subject the violating Unit Owner to legal and construction costs incurred by the Association to correct a violation."

Thanks.

Reflection Lakes At Naples
The Condo 1 Association Board of Directors

Updated: 12/2021

REFLECTION LAKES AT NAPLES CONDO 1 ASSOCIATION
LANAI EXTENSION APPLICATION FORM

Unit Owner: _____

Address/Unit #: _____

Phone/Home: _____

Phone/Mobile: _____

Email: _____

Directions:

1. Complete and submit all requested information.
2. Sign forms.
3. Mail with proper postage to:
Reflection Lakes At Naples
Condo 1 Association
14020 Mirror Drive
Naples, FL 34114
Or hand deliver to C1 Board Member

ALL LANAI EXTENSIONS MUST BE APPROVED BY THE CONDO 1 ASSOCIATION BOARD IN WRITING BEFORE ANY CONSTRUCTION COMMENCES. FURTHER, ALL LANAI EXTENSIONS MUST STRICTLY COMPLY WITH THE "LANAI SPECIFICATIONS AND UNIT OWNER RESPONSIBILITY" FORM ATTACHED HERETO. THE CONDO 1 ASSOCIATION BOARD RESERVES THE RIGHT TO REJECT ANY DEVIATIONS FROM THE LANAI SPECIFICATIONS.

If you have any questions about this form or what is required for your project, please contact a Board Member of the Condo 1 Association.

A. Brief Description: In the space below or on an attached page, give a description of the lanai extension that you would like to install and construct to the exterior of your unit (to avoid delays be as clear as possible) Please include such details as the dimension, materials, color, design, location, and other pertinent data.

B. Please attach to this document your Application Fee of \$350.00, payable to Reflection Lakes Condo 1 Association and the following items:

- Survey/Lot plan showing the location of the lanai extension
- Landscaping modifications should indicate location and type of plants
- Plans, elevation or detailed sketch
- Copy of building permit
- Copy of the contractor's liability insurance
- Copy of the contractor's license

C. Once the above forms listed in "B" above have been submitted, a signed copy of the Condo 1 Association "Easement and Maintenance Agreement" (available from the property manager) must be completed (signed by the unit owner and a Board Representative before 2 witnesses and a notary public) and the original submitted to the C1 property manager prior to construction commencement.

Other: The Unit Owner must acknowledge acceptance of the criteria on the "Lanai Specification and Unit Owner Responsibility" form by signing the document and submitting one copy together with the above required documents.

**UNIT OWNER
AFFIDAVIT**

I have read and agree to abide by the Declaration of Covenants and Restrictions of the Association and the Design Guidelines. I understand and agree to be responsible for the following:

1. For all losses caused to others, including common areas as a result of this undertaking, whether caused by me or others.
2. To comply with all state and local building codes.
3. For any encroachment(s).
4. To comply with conditions of acceptance, if any, and to complete the project according to the approved plans. If modification is not completed as approved, this approval can be revoked and the modification shall be removed at owner's expense.
5. Applicant further acknowledges that drainage swales have been designed and established between homes (side yard) to carry storm water off the lot and to maintain positive drainage away from the home. The Association shall not be responsible for any effect proposed landscaping installation may have on this drainage. The applicant shall be responsible.
6. Access for all approved work shall be from the owner's property and not from common areas or neighbor's property unless permission for work involving neighbor's property has been provided in writing and submitted with this form.
7. Notify ARB at start of project and upon completion of project for ARB final inspection.

I also understand that the ARB does not review and assumes no responsibility for the structural adequacy, capacity, or safety features of the proposed construction, alteration or addition for mechanical, electrical or any other technical design requirements for the proposed construction, alteration or addition, or for performance, workmanship or quality of work of any contractor or of the completed alteration or description. The owner is responsible for approval and compliance with all building codes and governmental requirements.

I agree to abide by the decision of the ARB. If the modification is not approved or does not comply, I may be subject to court action by the Association. In such event, I shall be responsible for all reasonable attorneys' fees.

Date of Request

Homeowner's Signature

APPROVED BY ARB

APPROVED SUBJECT TO CONDITIONS (use other side of this page)

PENDING: INSUFFICIENT INFORMATION. Resubmit requested information below:

Signature of ARB:

Date:

LANAI EXTENSION UNIT OWNER RESPONSIBILITY

Revised December 2021

All of the following is the Unit Owner's Responsibility:

PRE Construction

- ☐ 1. Spot survey done by lanai installer to determine if there are any issues. This survey should include ARB Chair.
- ☐ 2. Unit Owner fills out all ARB forms, and includes \$350 fee payable to Reflection Lakes Condo 1 Association, and submits the forms to the ARB Chair.
- ☐ 3. Unit owner must be current on all fees, late charges and fines.
- ☐ 4. Once approved by ARB Chair, Unit Owner's application is submitted by the ARB Chair to the Condo 1 BOD for consideration.
- ☐ 5. Once approved by the BOD, the Unit Owner and the lanai installer request permit from Collier County.
- ☐ 6. Once permit is obtained, and prior to construction, the Unit Owner must contract with the Condo 1 landscape company to remove all excess soil and sod not needed for the construction of the lanai. The landscape contractor, at the unit owner's expense, must remove all shrubs and trees interfering with construction.
- ☐ 7. Prior to construction, Unit Owner must contract with the Master HOA irrigation contractor to remove any "head" and piping that interfere with the lanai construction.
- ☐ 8. The Unit Owner must follow all Condo 1 guidelines regarding the construction of the extended lanai (attached).
- ☐ 9. After construction, Unit Owner must contract with Condo 1 landscaper to replace any trees and at Unit Owner's expense

and with the guidance of the landscape contractor. Unit Owner must arrange with landscape contractor to re-grade and re-sod all soil removed by lanai contractor, at Unit Owner's expense.

- ☐ 10. After cement pad is installed, Unit Owner must contract with Master HOA irrigation contractor to replace all heads and piping and master irrigation control box (if needed) at Unit Owner's expense.
- ☐ 11. Unit owner must obtain final inspection approval from the ARB Chair and the Condo 1 Board of Directors.
- ☐ 12. No pools in the lanai.

POST CONSTRUCTION

- ☐ 13. Optional bushes and/or plants may be purchased by the unit owner and planted behind the lanai by the Condo 1 Unit Owner or the landscape contractor, but always with the advice of the Condo 1 landscape contractor. (All plantings must be non-invasive per Florida Statute.) Bushes and plants shall be maintained at no higher than four (4) feet and the planting bed shall not extend from the lanai pad any further than three (3) feet. The bed material must be washed river rock. No plantings are allowed between lanais of any units whether the lanai has been extended or not. A lawn edging must be placed around the stone bed to prevent the stone from migrating onto the lawn for safety reasons
- ☐ 14. Unit owner is responsible for repair and maintenance of the extended lanai concrete base slab and the screen. This includes regular pressure washing to remove any mold on the base slab or screens, removal of any potted plants that may die during Unit Owner's absence and regular painting of the concrete base slab and the concrete step entrance, as well as the concrete base that extends outside of the screen frame.

- ☐ 15. Unit owner must insure the lanai extension and provide proof of insurance to the Condo 1 BOD.
- ☐ 16. All exterior surfaces affected by the installation must be patched and repainted by the Unit Owner. Paint spec is Polished Oak 8743w for the stucco and Historic Tan 8741w for the trim.
- ☐ 17. Nothing shall be fastened or hung from the outside of the lanai structure.
- ☐ 18. Concrete pad must have a finished surface similar to existing Condo 1 lanais (which includes spray-crete, tile or pavers). ARB approval required.

UNIT OWNER MUST PRESENT THE FOLLOWING SPECIFICATIONS TO THE LANAI CONTRACTOR PRIOR TO CONSTRUCTION

- 1. Base concrete slab shall be 4" thick with 8"x8" mono footer and one (1) #5 rebar.**
- 2. The aluminum structure shall be white with 36" high horizontal rail.**
- 3. The gutter shall meet Collier County code but be not less than 7" with 3"x4" down spout strapped to the building. The length of the gutter shall extend beyond lanai and include the full length of the unit and be capped. The downspouts for middle units shall be placed between the two units and there shall be an aluminum extender that extends beyond the pad. There must be an individual downspout for each unit. The downspout for end units shall have an aluminum extender that extends a minimum of three (3) feet. Extenders shall not interfere with lawn mowing.**
- 4. Gutter must have a 6 ½" tall baffle attached to the top of the full length of the gutter. (See gutter layout on existing extended lanais).**
- 5. Screen door for the end units may remain in the original location or be relocated to the far side of the building column. If the screen door is relocated on an end unit, a new concrete pad 42" wide by 36" long at entrance shall be constructed and the old concrete pad shall be removed.**
- 6. Screen door location for middle units shall be located at long side of lanai at the corner closest to the end unit. Only one screen door per lanai is allowed. A new concrete pad 42" wide by 36" long at entrance shall be constructed. Screen door shall be a maximum of 36" wide.**

- 7. All screens must black. Privacy screens or "Super Screens" are allowed. Florida Glass is not allowed.**
- 8. Roof line of lanai cage shall be gable and hip type and have the same silhouette as existing Condo 1 lanais.**
- 9. For two story middle units: The two specified sizes for the lanai extension are (a) 14.5' wide (up to the master bedroom window) by 12' out from the building or (b) 22' wide (just past the bedroom window) and 12' out from the building. (EXCEPTION: Collier County and SFWMD mandates and code requirements for Condo 1 Building #4 and limits the lanai size to 5' out from the rear wall. "The proposed optional screened lanais for Building #4 have been decreased in depth to 5 feet in order to not encroach into the existing Lake Maintenance Easement and have been revised."**
- 10. For single story end units, the two specified sizes for the lanai extension will be 17 feet wide (up to the bedroom window) by 12 feet out from the building or 24.5 feet wide (just past the bedroom window) by 12 feet out from the building. Except for Building #4 which may be extended 5 feet out from the building: see #16 above.**

Prepared by and return to:
Mark E. Adamczyk, Esquire
Adamczyk Law Firm, PLLC
5644 Tavilla Circle, Suite 207
Naples, Florida 34110

EASEMENT AND MAINTENANCE AGREEMENT

REFLECTION LAKES AT NAPLES I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, whose address is 14020 Mirror Drive, Naples, Florida 34114, hereinafter referred to as "Grantor" in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, and conveys to _____, whose address is _____, hereinafter "Grantee", its successors, assigns, and all those claiming by, through, and under the Grantee, a permanent Easement over, across, and under the "Easement Property" located in Collier County, Florida described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

This is a nonexclusive permanent and perpetual easement for the purpose of allowing Grantee's extension of an existing lanai on the Easement Property, and maintenance/repair, and replacement of the foregoing, subject to the following terms and conditions:

1. **Use.** The Easement Property may be used by the Grantee, its subcontractors, employees, agents, successors and assigns, for the purpose of placement, maintenance/repair, use and enjoyment of an extended lanai area. The location and graphical description of the extended lanai area is shown on Exhibit "B" attached hereto and incorporated by reference. Grantee hereby covenants and agrees to obtain Grantor's written approval of the planned lanai improvements before commencing construction of same. Further, Grantor reserves the right to access the Easement Property to inspect the improvements and shall further have the right to remove unapproved improvements.

2. **Maintenance, Insurance and Repairs.** Grantee, for Grantee, Grantee's heirs, successors and assigns, covenants with Grantor, Grantor's successors and assigns, that Grantee at all times hereafter, at its own cost and expense, will repair and maintain, in a workmanlike manner, the Easement Property and any approved lanai improvements located thereon. Should Grantee allow the Easement Property or any improvements to fall into a state of disrepair or become a nuisance in any manner, Grantor reserves the right to enter the Easement Property after written warning to Grantee and perform the necessary maintenance or repairs, and the costs incurred shall be a special assessment against Grantee's condominium unit that adjoins the Easement Property, and secured by a lien as provided in section 718.116 of the Florida Condominium Act.

3. **Notice.** In the event there is damage to the Grantor's property caused or believed to be caused by the Grantee, Grantor agrees to notify the Grantee, in writing, within

thirty (30) days of any such damage, at the address referenced above, by certified mail, return receipt requested. If the Grantee fails to repair the damage within thirty (30) days of receipt of such notice, Grantor shall have the right to enter the Easement Property to perform the necessary work and the costs shall be a special assessment and secured by a lien in the same manner stated in paragraph 2 above.

4. **Grantor's Obligation.** Grantor agrees not to do or commit any acts that would unreasonably interfere with the rights granted to the Grantee under this Easement.

5. **Covenants Run With the Land.** This Easement shall run with the land and be binding upon, and the benefits thereof shall inure to the respective successors and assigns of the parties hereto.

6. **Grantor's Responsibility.** Grantor acknowledges that Grantor: a) has good and marketable legal title to the Easement Property; and b) has the full right, power and authority to grant this Easement and the rights hereunder.

7. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor, and its officers, directors, agents and members from all claims made against them for personal injury, loss or damages arising out of the use of the easement by Grantee and its officers, directors, agents, invitees, guests and members, until and unless it is judicially determined that the injury, loss or damage was caused by Grantor's officers, directors, agents, invitees, guests or members own gross negligence.

8. **Strict Construction.** The rule of strict construction does not apply to this grant of easement. This Easement shall be given a reasonable construction so that the intention of the parties to confer a usable right of the Grantee, for the purposes stated herein, is accomplished.

This Agreement is executed and shall be effective this ____ day of _____, 20____

GRANTOR

WITNESSES (TWO):

REFLECTION LAKES AT NAPLES I
CONDOMINIUM ASSOCIATION, INC.

Signature

By: _____
Title: _____

Printed Name

Date: _____

Signature

(CORPORATE SEAL)

Printed Name

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, appeared _____,
_____(title), of REFLECTION LAKES AT NAPLES I CONDOMINIUM
ASSOCIATION, INC., respectively, personally known to me and who acknowledged before me
that being duly authorized and executed the foregoing Agreement as the authorized agents for said
corporation and that the same is the free act and deed of said corporation, and who did take an
oath.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

Notary Public

(Printed Name of Notary)

My Commission Expires:

GRANTEE

WITNESSES (TWO):

Signature

Print Name: _____

Printed Name

Date: _____

Signature

Print Name: _____

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, appeared _____, personally known to me and who acknowledged before me that being duly authorized and executed the foregoing Agreement and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2015.

Notary Public

(Printed Name of Notary)
My Commission Expires: