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

The Condo 1 Association Board of Directors, together with Collier County, SFWMD, and the fire department, will now 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 and in part (the specifications) by Collier County.

The Unit Owner will also be required to complete the "Lanai Extension Application Form". There is an application fee of \$350.00 made payable to Reflection Lakes Condo 1 Association.

The Unit Owner must also execute an "Easement and Maintenance Agreement" which was prepared by the Association's attorney and adopted by the Condo 1 Association Board of Directors. This form must be recorded at the Collier County Clerks office. Either an ARB Member or a Board Member will file this document after all parties have signed and it has been notarized.

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

In addition, the Unit Owner will have to contact the Condo 1 Association landscape contractor for assistance in removing sod, bushes, shrubs, trees and other plantings at Unit Owner's expense. Also, the Unit Owner must contact the Master Association landscape contractor to move, remove and re-install any irrigation lines, affected by this lanai extension at Unit Owner's expense.

The Extended Lanai Application form, the Lanai Specification and Unit Owner Responsibility document, the Easement and Maintenance Agreement, and any and all pertinent information, etc. are attached following this letter.

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.

Thank you.

Reflection Lakes at Naples
The Condo 1 Board of Directors

# REFLECTION LAKES AT NAPLES CONDO 1 ASSOCIATION LANAI EXTENSION APPLICATION FORM

Addres	s/Unit #:	
Cell:	Home:	
Email: <sub>-</sub>		
ANY CO LANAI ASSOC	NAI EXTENSIONS MUST BE APPROVED BY THE CONDO 1 ASSOCIATION BOARD IN WIONSTRUCTION COMMENCES. FUTHER, ALL LANAI EXTENSIONS MUST STRICTLY COID SPECIFICATIONS AND UNIT OWNER RESPONSIBILITY" FORM ATTACHED HERETO. TO CIATION BOARD RESERVES THE RIGHT TO REJECT ANY DEVIATIONS FROM THE LANA NIT OWNER RESPONSIBILITY.	MPLY WITH THE HE CONDO 1
_	UTELY NO CHANGES TO THE APPROVED ORIGINAL ARB WITHOUT PRIOR WRITTEN A OARD APPROVAL. THIS INCLUDES ANY MODIFICATION TO THE EXTERIOR OF THE UN	
	have any questions about this form or what is required for your project, please contact an ARB er of the Condo 1 Association.	member or a Board
would li such de	Brief description: In the space below or on an attached page, give a description of the lanal elike to install and construct to the exterior of your unit (to avoid delays, be as clear as possible) etails as dimension, materials, design, location and other pertinent data. PLEASE NOTE: FRAND SCREENS MUST BE BLACK. NO FLORIDA GLASS ALLOWED.	. Please include
В.	Please attach to this document your Application Fee in the amount of \$450.00 payable to Re	lection Lakes Condo

- -Spot Survey/Lot plan showing the location of the lanai (marked as Exhibit A sample attached)
- -Plans, elevation or detailed sketch (marked as Exhibit B sample attached)
- -Copy of building permit (after ARB and Board approval of project)

1 Association and the following documents which are provided by the contractor:

-Copy of contractor's liability insurance

Unit Owners:

- -Copy of contractor's license
- -Landscaping modifications should indicate location and type of plants
- C. Once the above forms listed in "B" above have been submitted, the Condo 1 "Easement and Maintenance Agreement" attached hereto, must be completed (signed by the unit owner, a Board representative, before two (2) witnesses and a notary). Please contact a Board member to provide assistance when on site.

Other: The unit owner must acknowledge acceptance of the criteria on the "Lanai Specification and Unit Owner Responsibility" form by initialing each page of 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 Reflection Lakes Condo 1 Association and the "Lanai Specifications and Unit Owner Responsibility" attached. 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 all 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 unit owner's expense.
- 5. Notify ARB upon completion of project.

I also understand that the ARB, nor the Reflection Lakes Condo 1 Association 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.

ragree to ablue by the decision of the ARB. If the modificult court action by the Association. In such event, I shall be fees.	e responsible for all reasonable attorneys'
Date of Request	Homeowner's Signature

### **CONDO 1 Association ARB Applications may be submitted 3 ways.**

- 1. Personally dropped off at the RLN Clubhouse and presented to the Master Association Property Manager with all supporting documents.
- 2. Email <u>assistantmanager@reflectionlakesatnaples.com</u> with supporting documents. Please note that a \$450 application fee is applicable (see ARB GUIDELINES at <u>reflectionlakescondo1.com</u>) and that the check must be dropped off at the RLN Clubhouse and presented to the Master Association Property Manager.
- 3. US Mail addressed to: Reflection Lakes at Naples, Condo 1 Association, <u>14020 Mirror Dr., Naples FL 34114</u> with all supporting documents attached.

PLEASE NOTE: If any supporting documents and/or check is not attached, the Master Association Property Manager will not accept the ARB Application. Applications must be received no later than 4:00pm the third Monday of the month for consideration at the ARB meeting which is held the fourth Monday of the month. If it is not received by the time line specified, the application will be reviewed at the next regularly scheduled meeting. No project can commence without prior Condo 1 Association ARB Approval.

_ Approved by ARB	Approved subject to conditions	Not Approved for following reason(s):
_ PENDING - INSUFFICIEN	NT INFORMATION. Resubmit reques	sted information listed below:
Signature of ARB		Date

# LANAI EXTENSION UNIT OWNER RESPONSIBILITY

ALL OF THE FOLLOWING ARE THE UNIT OWNER'S RESPONSIBILITY all at Unit Owner's expense: (PLEASE READ CAREFULLY & initial each page at the bottom)

PRE (	CONST	RUCTION
	1.	Spot survey done by lanai installer to determine if there are any issues. This survey should include the ARB Chair.
	2.	Unit Owner fills out all ARB forms, and includes \$450 fee payable to Reflection Lakes Condo 1 Association, and submits the form with supporting documents one of three ways as outlined on page 2 of this document. Please hand deliver your check to the Master Association Property Manager.
	3.	Unit owner must be current on all fees, late charges and fines.
	4.	Once approved by ARB, Unit Owner's application is submitted by the ARB to the Condo 1 BOD for review.
	5.	Once approved by the BOD, the Unit Owner and the lanai installer request a permit from Collier County.
	6.	Once the 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. Trees interfering with construction can be moved or removed with Board approval at Unit Owner's expense.
	7.	Prior to construction, the Unit Owner must contract with the Master HOA irrigation contractor to remove any irrigation equipment 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, at Unit Owner's expense, with the guidance of the landscape contractor. Unit Owner must also 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 the Master HOA irrigation contractor to reposition all irrigation equipment and piping (moved and or removed) and master irrigation control box (if needed) at Unit Owner's expense.
	11.	Unit owner must obtain final inspection approval from the ARB and the Condo 1 Board of Directors.
	12.	No pools are allowed in the lanai.

## LANAI EXTENSION UNIT OWNER RESPONSIBILITY (Continued)

# 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 (3) three feet. The bed material must be washed river rock or mulch. 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 stones from migrating onto the lawn for safety reasons. 14. Concrete pad must have a finished surface similar to existing Condo 1 lanais (which includes spray-crete, tile or pavers). ARB approval is required. 15. Unit Owner is responsible for repair and maintenance of the extended lanai concrete base slab, the frame and the screen. This includes regular pressure washing to remove any mold on the base slab, frame and 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 the screen frame. 16. Unit Owner must insure the lanai extension in the event a natural disaster causes your cage to damage limited common and/or common elements of the Association. 17. All exterior surfaces affected by the installation must be patched and repainted by the Unit Owner. Sherwin Williams paint spec is Polished Oak 8743w for the stucco and Historic Tan

Nothing shall be fastened or hung from the outside of the lanai structure.

8741w for the trim.

18.

# UNIT OWNER MUST PRESENT THE FOLLOWING SPECIFICATIONS TO THE LANAI CONTRACTOR PRIOR TO CONSTRUCTION TOGETHER WITH SAMPLES OF EXHIBITS A & B ATTACHED HERETO.

 1.	Base concrete slab shall be 4" thick with 8"x 8" 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" channel 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 on both ends. 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 the end units must be on the entry door side of the cage and shall have an aluminum extender that extends a minimum of three (3) feet perpendicular to the building. All extenders shall not interfere with lawn mowing.
 4.	Gutter must have 6-1/2" 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 36" wide.
 7.	All screens must be black. Some types of 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 master bedroom window) by 12' out from the building or b. 22' wide (just past the bedroom windows) and 12' out from the building. EXCEPTION: Collier County and SFWMD mandates and code requirements for Condo 1 Building #4, limits the lanai size to 5' out from the building 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 are:  a. 17 feet wide (up to the master bedroom window) by 12 feet out from the building or  b. 24.5 feet wide (just past the bedroom windows) by 12 feet out from the building.  EXCEPTION: Building #4 which may be extended 5 feet from the building - see #9  EXCEPTION above.

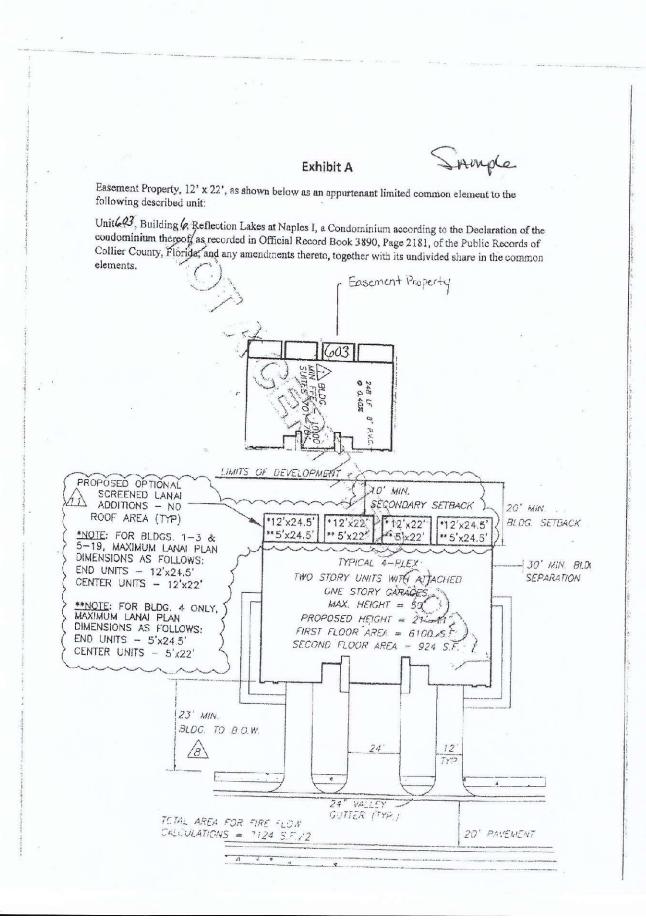


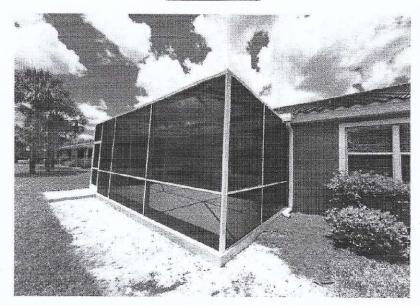
Exhibit B Sample

PAGE 2 OF 3

# SURVEY SKETCH OF BOUNDARY SURVEY

NOT FOR FENCE CONSTRUCTION NOT FOR CONSTRUCTION NOT FOR DESIGN

## PHOTO PAGE





## F.L.A. SURVEYS CORP.

PROFESSIONAL LAND SURVEYORS & MAPPERS - LB 6569

N/A

DRAWN BY: LFD PARTY CHIEF:

3884 PROGRESS AVE., SUITE 104

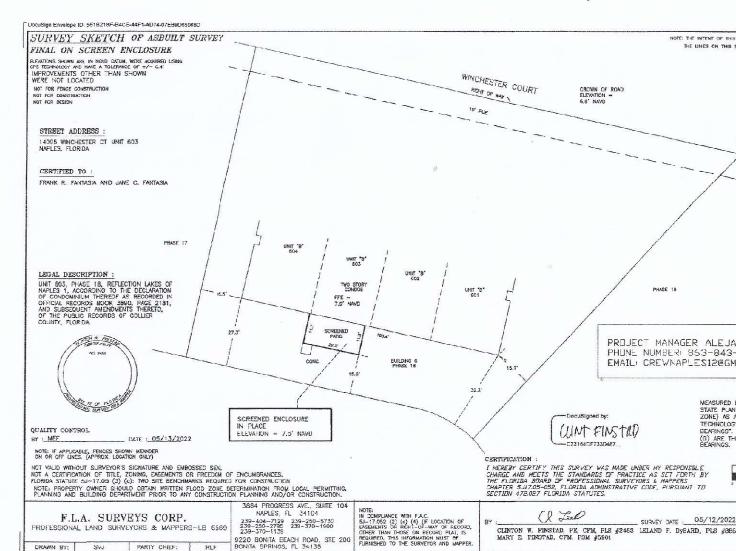
NAPLES, FLORIDA 34104 239-403-1600 FAX 403-8600 9220 BONITA BEACH ROAD, STE, 200

BONITA SPRINGS, FLORIDA 34135 239-403-1600 FAX 403-8600

**REVISIONS** 

PROJECT NO. 22-85430

# EXHIBIT B Sample



#### EASEMENT AND MAINTENANCE AGREEMENT

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.** Granter 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.** Granter 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 1 CONDOMINIUM ASSOCIATION, INC.
Signature	Ву:
	Title:Date:
Printed Name	
Signature	
Printed Name	

(CORPORATE SEAL)

COUNTY OF	
REFLECTION LAKES AT NAPLES I CONDOMINIUM who acknowledged before me that being duly at	ed (title), of a ASSOCIATION, INC., respectively, personally known to me an uthorized and executed the foregoing Agreement as the the same is the free act and deed of said corporation, and wh
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

STATE OF FLORIDA	
COUNTY OF	
BEFORE ME, the undersigned authority appeared	
personally known to me and who acknowledged befor foregoing Agreement and that the same is the free act oath.	
SWORN TO AND SUBSCRIBED before me this _	day of, 20
	Notary Public
	(Printed Name of Notary)
	My Commission Expires:

# REFLECTION LAKES CONDO 1 ARCHITECTURAL REVIEW BOARD RESIDENT PROJECT COMPLETION NOTICE

Owner:	
Address:	
Project:	
Approval Date:	
Completion Date:	
application. If any modifications to the approexplain. Modifications to the approved application at the owner's expense.	was completed as described and approved on the initial oved application were applied, please indicate them and ication may result in the project not being accepted and. This statement is required for the project to be it, the project is subject to further review by the ARB.
Attached is a copy of the Collier County Cert project.). Please return to an ARB Member.	tificate of Completion (if a permit was required for your
Signature	Date
Inspected by ARB Member	Date