

WIGGINS LAKES / PRESERVE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Version Dated: 2/05/2021

This document replaces all previous versions of the Rules and Regulations for Wiggins Lakes and Preserve Condominium Association Incorporated.

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1. WIGGINS COMMUNITY

- A. The rules and regulations that follow, include government legislated fire, health and safety regulations, as well as rules adopted specifically for our community. These rules have been openly voted upon and adopted by your Board of Directors. Association Directors have a legal duty to enforce community rules.
- B. The rules herein must be made readily available to renters and guests.

2. LEGALITIES

- A. The Rules and Regulations hereinafter enumerated apply to the Condominium Property, the Common Elements and shall be deemed in effect until amended by the Board of Directors of Wiggins Lakes Condominium Association, Inc. (The Association) and shall apply to and be binding upon all Condominium parcel owners (The Members).
- B. The Members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, workers, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.
- C. Violation of these Rules and Regulations may subject the violator to any and all remedies available to The Association and The Members, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida Law.
- D. Violations may be remedied by injunctions or other legal means and The Association shall be entitled to recover in said action, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto.
- E. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Condominium Property, the Common Elements of the Condominium and any facilities or services made available to The Members.
- F. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. The Rules and Regulations shall be posted in the library.
- G. Violations Remedies
 - i. Violations should be reported to the Property Management Company of The Association in writing, not to the Board of Directors or the Officers of the Association.
 - ii. Violations will be called to the attention of the violating owner by the Property Management Company.
 - iii. Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.
 - iv. These rules shall apply to The Members, their families, guests and tenants. The Members shall be responsible for all violations by persons on the Condominium Property by permission or invitation of the member.

3. CONDOMINIUM UNITS – OWNER RESPONSIBILITIES

Within the Wiggins Lakes and Preserve Community there are two distinctive building structures built at different times. Most of the Rules and Regulations apply to both types of condo structures. However, there are a couple of specialized considerations due to building type differences.

Lakes Condo Buildings – The Lakes Condo Buildings are 12-plex, with 6 units on ground level and 6 on the second floor, having covered carports. Some ‘Lakes’ buildings back onto the preserve, while some back onto lakes. In this document, units in these buildings will be referred to as LAKES CONDOS.

Preserve Condo Buildings – The Preserve Condo Buildings are 4-plex, with 2 units on the ground level, and 2 units on the second floor, having attached garages. For clarity throughout this document, units in these buildings will be referred to as COACH HOMES.

A. ALL UNITS - EXTERIOR

- i. **General** – No change to the exterior appearance of any individual unit is permitted without specific written approval of the Board of Directors. This includes recommended items such as hurricane shutters, impact resistant windows and lanai enclosures.
- ii. **Standards** - Random Member variations such as exterior lights, paint colors, garden plantings, are not permitted.
- iii. **Additions** – With specific exceptions noted below, nothing may be hung, mounted, displayed or placed on your unit exterior walls, roof, railings, doors, windows or lanai without prior written consent from the Board of Directors. Examples include satellite dishes, wall décor and windowsill flower pots.
- iv. **Noise/Nuisances:** - Noise from audio equipment, televisions or group activity must be kept to low volume between the hours of 10:00 PM and 8:00 AM. All unnecessary noise between these hours should be avoided. No nuisances shall be allowed on the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the Condominium by its residents.
- v. **BBQ's/Propane Tanks**
- vi. Gas fired grills, charcoal grills, hibachis and all similar cooking devices are prohibited by Collier County fire regulations for use on lanais, balconies, under carports, on building stairs and sidewalks.
- vii. Propane tanks cannot be more than 1 pound in size and you may only have 2 of them in your garage or carport storage units.
- viii. Grills used in driveways must be 10 feet away from all overhangs.
- ix. Grills and propane tanks **MUST** be stored in a garage or carport storage units. You **CANNOT** store them on the lanai or outdoor areas.

- x. **Door Wreath** - A decorative seasonal wreath or seasonal door décor on front doors is permitted, as long as it doesn't impede access.
- xi. **Seasonal Décor** – Christmas seasonal decorations may be displayed on the exterior of your unit or on the lawn, as long as they don't block access, create a safety hazard or interfere with landscaping maintenance.
- xii. **Housekeeping** - No rubbish shall be allowed to accumulate or any fire hazard allowed to exist. No objects such as towels, bathing suits or rugs are permitted to be hung over outdoor railings. Rugs may not be shaken outside. Shoes and clothing may not be left outdoors. No outdoor clothes drying area may be set up. Outdoor garden hoses must be coiled beside the faucet after each use.
- xiii. **Flags** – A flagpole for display of the American flag is permitted. Flagpole locations must be approved by the board. Flagpoles *may not* be used to mount an antenna.
- xiv. **Front Doors/Storm Doors** – Unit owners are responsible to paint their unit front door, including exterior trim around the door, with white paint. Satin finish is recommended. Front storm doors are allowed, but must be painted white.

B. ALL UNITS - INTERIOR:

- i. **General** – The Members are responsible for maintenance, replacement and repair of all interior walls, ceilings, floors, windows, doors, screening, storm shutters, acrylic doors enclosures and exterior doors for their unit.
- ii. **Flooring and Noise transmission** - Installation of hard surface flooring must have written approval by the Board of Directors. Hardwood and laminate flooring installed in 2nd floor units must utilize approved sound mitigation underlayment. Should noise transmission create a disturbance or nuisance after installation, the responsibility remains that of The Member (not The Association) to abate noise transmission.
- iii. **Lanai**- The Members are responsible for the finished interior surfaces, including the floor, ceiling, walls and screen enclosure. The Members must obtain written approval from the Board of Directors to make any material change to the appearance of *any* lanai surface.
- iv. **Mechanicals** – The Members are responsible for all equipment, pipes, wiring, ducts, fixtures and connections required to provide any utilities to and within the unit that are for the exclusive use of that unit. **Plumbing** - Water heaters must be replaced every 7-10 years. Water supply lines to fixtures and appliances must be braided-steel type. Main shut off valves must be ball valves. The Members are responsible to replace non-complying plumbing components, as they are prone to leakage.
- v. **Keys** - Owners must deposit a key to their unit with the Property Management Company for emergency access.
- vi. **Smoke detectors** – every unit is equipped with a hard-wired smoke detector. Not all detectors have a backup battery, but if your smoke detector does contain a long-life backup replaceable battery, it must be replaced every 10 years. The Members are responsible to ensure battery replacement where required.

- vii. **Occupancy** – each unit shall be occupied as a residence only, and for no other purpose. Only 2 persons per bedroom are permitted. The number of overnight guests cannot exceed 1 ½ times the maximum number of permanent occupants.

4. CONDOMINIUM UNITS - ASSOCIATION RESPONSIBILITIES

- A. The Association is responsible for the maintenance of all common elements, as well as for the outside walls, fixtures, roofs and all structure and supports up to the interior surfaces of your individual unit.
- B. The Association is responsible for all equipment furnishing utility services to the Units and the facilities, shutoffs and disconnects to all common elements.
- C. The Association carries casualty insurance on all the buildings and common elements. However, this coverage does not include your unit interior items.
- D. Under Florida law, The Association has an irrevocable right of access to any unit when necessary, for the prevention of damage, repair maintenance, or replacement of any common element or portion of any Unit maintained by The Association.

5. UNIT TYPE RULES

A. COACH HOMES - EXTERIOR

- i. **Parking** – Driveways and garages of COACH HOMES are for the sole use of The Member /renter. Adjacent parking areas, close to the COACH HOMES may be used for second cars or guests of owners.
- ii. **Garage** – The Members are responsible for painting their garage doors, including the side entrance door. White satin finish paint must be used.
- iii. **Garage Air Vents** - A community-standard garage door and vent must be used when replacing.
- iv. **Planters** – The Members in COACH HOMES may place a potted plant between garage doors, upon agreement of The Members sharing the driveway. Plants must be under 4 feet in height, not have a trellis and must not obstruct the use of either garage.

B. LAKES CONDOS – EXTERIOR

- i. **Parking** – LAKES CONDOS have one assigned carport plus one uncovered parking space. The uncovered spaces are to be used for second cars or guests.
- ii. **Carports** – No items other than a motor vehicle may be stored.
- iii. **Owners Storage Compartment** – Items such as bicycles, outdoor chairs and water toys must be stored in the assigned unit storage compartment.

6. OBSTRUCTIONS / SAFETY

- A. **COACH HOMES** - Sidewalk and ramp entrances to COACH HOMES are to be used ONLY for private entrance and exit. Bicycling, skate boarding, riding scooters, etc. are not permitted. One decorative potted plant is allowed on a landing, or by the door. The pot size is not to exceed 12 inches in diameter. However, plants must not block door or walkway access. If you sit outside your condo on the landing or the walkway enjoying our gorgeous weather, bring your chair in when you go inside; do not leave it out when you are not using it.
- B. **LAKES CONDOS** - The sidewalk and ramp entrances must be kept clear of chairs, tables, potted plants, shoes, golf clubs, water toys etc. to ensure free and easy access for all residents. Furniture, potted plants, or items of any kind must not be left on the catwalks, stairways, walkways or outside window ledges. If you sit outside your condo on the catwalk or walkway enjoying our gorgeous weather, bring your chair in when you go inside; do not leave it out when you are not using it.

7. FACILITIES, AMENITIES AND COMMON AREAS

The facilities of the Condominium are for the exclusive use of The Members, their guests and tenants accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident, tenant, guests or invitees shall be repaired at the expense of The Member responsible for such resident or guest. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof.

- A. **Destruction of Property** – The Members shall not mark, mar, damage, destroy, deface or engrave any part of the common elements.
- B. **Alterations to Facilities** – The Members shall not make, allow or cause to be made, any structural addition or alteration of any Unit or the common elements without the prior written consent of the Board of Directors.
- C. **Facilities Insurance** – No unit owner shall permit any use of any unit or of the common elements which will increase the rate of insurance upon the Condominium Property.
- D. **Clubhouse** - The Clubhouse is used for meetings, community sponsored activities and private events. This is a non-smoking facility. No swimsuits or wet feet are allowed in the clubhouse. A responsible adult must be present when those under 18 are involved. When each activity is finished, the responsible person should ensure cleanup, re-arrange the furniture as found, reset the air conditioners to the arrows on the controls, turn off the lights and fans, and remove all garbage and recyclables. Lock the doors and return the keys.

- E. **Pools** – There are two pools in the community, one located behind the clubhouse (West pool) and a second behind the tennis court (East pool). Each pool is accessed through a locked gate. The pools are reserved for the exclusive, non-private use of the owners, renters and their guests. The Members are provided two non-copy able keys. The Members are responsible for their keys, whether in their own possession or in the hands of a renter or guest. If a key is lost, contact the Property Management Company for a replacement key, which will cost \$25.00.

F. Pool Rules:

- i. **NO JUMPING OR DIVING**
- ii. Place towels on pool furniture before using
- iii. Umbrellas must be lowered after use, and furniture returned where found.
- iv. Shower before entering pool; do not use soap or shampoo
- v. Children not toilet trained must wear protection designed for infant swimming
- vi. Children 12 and under must be accompanied by an adult while in the pool
- vii. No food or drinks permitted in pool or on pool deck
- viii. No glass permitted in pool or on pool deck
- ix. No smoking inside fenced area
- x. No pets inside fenced area
- xi. Pool hours dawn to dusk
- xii. Pool capacity 20 persons
- xiii. The pool will close during any severe or dangerous weather conditions
- xiv. Headphones or ear buds must be used when listening to music.
- xv. Games involving running, jumping, shouting, ball throwing and other raucous behavior are prohibited in the pool enclosure.
- xvi. Rubber floats, rafts, aquatic toys and other such objects are not permitted. Small personal floatation devices such as a noodle are permitted.

G. Parking:

- i. On-street parking is not permitted.
- ii. Motor homes, trailers, watercraft and commercial vehicles are not permitted to park overnight anywhere in the community, unless inside a private garage.
- iii. Parking on the grass is prohibited at all times.
- iv. Parking at the clubhouse overnight is prohibited except in an emergency, and then not to exceed two nights. Notify the Property Management Company of the emergency and dates involved as soon as possible. **Bicycles** – Bicycles left in public space must be parked in one of the two bicycle racks provided by the Association. The racks are located at the clubhouse and at the east pool.

H. Roads:

- i. **Speed Limits** – The development speed limit is 15 miles per hour. There are several stop signs that **MUST** be obeyed.

I. Signage:

- i. General – No signs, temporary or permanent, of any type can be erected, displayed or installed on any part of the property or structures unless approved by the Board of Directors.
- ii. Real Estate – “For Rent” and/or “For Sale” signs are prohibited; with one exception. A single generic OPEN HOUSE sign may be placed at the community entrance and at each involved building.

8. PETS

- A. **Limitations** - The Members may have a maximum of one (1) pet, either dog or cat, weighing not more than 25 pounds. Prior written approval of the Board of Directors is required. No other type of animal or mammal is permitted. No renter, tenant or guest may bring or lodge a pet or animal of any kind in a unit. Also see Declaration of Condominium 8.11.
- B. **Registration** - All pets must be registered with the Property Management Company, along with an accompanying picture.
- C. **Pet Control** - For the safety and comfort of residents, pets must be kept on a leash at all times when outdoors. The Members are responsible to clean up after their pet and properly dispose of pet waste.

9. LANDSCAPING AND GROUNDS

- A. **No trimming and planting** – The Members should not trim or remove any tree or shrub. Planting anything on the grounds or the preserve is not permitted. If there is an issue with the landscaping around your unit, contact the Property Management Company.
- B. **Wildlife** – Animals such as birds, ducks, turtles and alligators should be admired from a distance, please do not feed them. Upon sighting of dangerous or injured animals i.e. panther, alligator, injured turtle. etc., please contact the Property Management Company.
- C. **Fishing in our lakes** – Fishing is not permitted in any of the lakes. Swimming is not permitted in any of the lakes.

10. WASTE MANAGEMENT

- A. **COACH HOMES** – have curb side pickup. Do not use the dumpsters in the two garbage compounds. They are exclusively for the use by The Members of the LAKES CONDOS.
- i. Household garbage is collected on Tuesday & Friday mornings. Recyclables are collected on Friday mornings. Place bins at the curb prior to 7:00 am, but not before 6:00 pm the prior day.
 - ii. Bulky items (furniture, appliances, etc.) can be left at the curb. A separate truck will pick them up. COACH HOMES do not need to call for this service. It is provided every Friday. LAKES CONDOS must call Waste Management to receive this service. Return emptied containers to your garage, on the same day they are emptied. Make arrangements with your ‘house sitter’ or neighbor to do so, if you will be away.
 - iii. Containers are supplied to each owner by Waste Management. They should be found in your garage. For repair and/or replacement of green garbage or recycle bins, call 239-252-2380.
- B. **LAKES CONDOS** – do not have curb side pickup.
- i. Household garbage should be bagged and dropped into the large dumpsters in one of the two designated garbage compounds.
 - ii. For large item pickup, call Waste Management at 239-252-2380. Do not put large items in the dumpsters, nor in the garbage compounds.
 - iii. Recyclable materials should be put in the designated yellow/green recyclables bins. All recyclables must be dropped into bins *loosely*, not tied or in plastic bags. All cardboard and boxes **MUST** be broken down in the recycle bins. Plastic bags are not recyclable.
 - iv. There are two garage compounds. If recycle bins or the dumpster is full in one compound, you may access to the other compound for disposal.

11. REAL ESTATE SALES/RENTALS/LEASING

- A. **Real Estate Sales** - No sale of a unit will be valid without the written prior approval of the Board of Directors. Notice of intent to sell must be given to the Board of Directors at least 30 days prior to a sale agreement being signed.
- B. **Leasing** – No unit can be rented or leased for a period **less than 30 consecutive days**, or one calendar month, whichever is shorter. A maximum of three (3) rental/lease arrangements is allowed in any calendar year. **NO SUBLEASES ARE ALLOWED.**
- C. **Lease Notice Period** - The Member or leasing agent is required to give notice of intent to lease to the Property Management Company, at least 30 days prior to the date of the proposed lease. The Board of Directors must approve all rental/lease arrangements. **A \$50.00 application fee is charged by the Property Management Company for each rental/lease occasion.**

D. Unoccupied Unit

A unit that is not occupied for more than 5 consecutive days is considered an unoccupied unit.

- i. **Temporary Absence-** The Members leaving their unit unoccupied for more than 5 days must shut off the main water value to their unit to prevent unexpected leaks.
- ii. **Bicycle storage-** The Members must store bicycles in storage sheds, garages or within the unit if the unit is unoccupied for more than 3 days. Bicycles are not to be chained to carports or covered in any way during any period in which the unit is unoccupied.
- iii. Remove all front door mats, potted plants and other objects
- iv. All lanai furnishings should be stored inside your condo unit

12. FINES

Violations – An initial warning (in writing or tagging) shall be issued to the Member. If necessary, the initial warning shall be followed by a second notice. A cumulative fine will be levied after the alleged violator has been given the opportunity for a hearing before a Board approved committee of other unit owners. The Property Management Company shall invoice The Member and be responsible for the collection of fines in accordance with the Condominium Documents.

- A. The Members are responsible for any violations of family members, guests or tenants that occupy the unit they own.
- B. The Initial warning will include a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have been allegedly violated and a time period sufficient to remedy the violation.
- C. The second notice will initiate a \$50.00 fine for each day that passes after the initial warning period has expired and will include:
 - i. A statement regarding the date, time and place of the hearing and instructions on how to waive a hearing if desired.
 - ii. A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have been allegedly violated.
 - iii. A short and plain statement of the matters asserted by the Association.
 - iv. The amount of the total proposed fine.
- D. The party against whom the fine is levied shall have a reasonable opportunity to respond, present evidence and to provide written and oral argument on all issues involved and shall have the opportunity at the hearing to review, challenge and respond to any material considered by the Association.