

1 **PROPOSED AMENDED AND RESTATED**
2 **RULES AND REGULATIONS**
3 **OF**
4 **WIGGINS LAKES & PRESERVE ASSOCIATION, INC.**

5 **SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –**
6 **SEE CURRENT RULES AND REGULATIONS FOR PRESENT TEXT**

7 Within the Wiggins Lakes & Preserve Community there are two (2) distinctive building structures
8 built at different times. Most of the Rules and Regulations apply to both types of condo structures.
9 However, there are a couple of specialized considerations due to building type differences.

10 Lakes Condo Buildings – The Lakes Condo Buildings are 12-plex, with six (6) Units on ground
11 level and six (6) Units on the second floor, having covered carports. Some ‘Lakes’ buildings back
12 onto the preserve, while some back onto lakes. In this document, Units in these Buildings will be
13 referred to as Lakes Condos.

14 Preserve Condo Buildings – The Preserve Condo Buildings are 4-plex, with two (2) Units on the
15 ground level, and two (2) Units on the second floor, having attached garages. For clarity throughout
16 this document, Units in these Buildings will be referred to as Coach Homes.

17 **1. ALL UNITS - EXTERIOR**

18 **1.1 General** – No change to the exterior appearance of any individual Unit is permitted
19 without specific written approval of the Board. This includes recommended items such as
20 hurricane shutters, impact resistant windows and lanai enclosures. All hurricane shutters shall be
21 white. Windows and mullions must be white, and substantially similar to other windows currently
22 in the Wiggins Lakes & Preserve Community.

23 **1.2 Standards** - Random Member variations such as exterior lights, paint colors,
24 garden plantings, are not permitted.

25 **1.3 Additions** – With specific exceptions noted below, nothing may be hung, mounted,
26 displayed, or placed on your Unit exterior walls, roof, railings, doors, windows, or lanai without
27 prior written consent from the Board. Examples include satellite dishes, wall décor and windowsill
28 flowerpots.

29 **1.4 Noise/Nuisances** - Noise from audio equipment, televisions or group activity must
30 be kept to low volume between the hours of 10:00 P.M. and 8:00 A.M. All unnecessary noise
31 between these hours should be avoided. No nuisances shall be allowed on the Condominium
32 Property nor any use or practice which is the source of annoyance to Residents, or which interferes
33 with the peaceful possession and proper residential use of the Condominium by its Residents.

34 **1.5 BBQ's/Propane Tanks** - Gas fired grills, charcoal grills, hibachis, and all similar
35 cooking devices are prohibited by Collier County fire regulations for use on lanais, balconies,
36 under carports, on building stairs and sidewalks. Propane tanks cannot be more than one (1) pound
37 in size, and you may only have two (2) of them in your garage or carport storage units. Grills used
38 in driveways must be ten (10) feet away from all overhangs. Grills and propane tanks must be
39 stored in a garage or carport storage units. You cannot store them on the lanai or outdoor areas.

1 **1.6 Door Wreath** - A decorative seasonal wreath or seasonal door décor on front doors
2 is permitted, as long as it doesn't impede access.

3 **1.7 Seasonal Décor** – Christmas seasonal decorations may be displayed on the exterior
4 of your Unit or on the lawn, as long as they don't block access, create a safety hazard or interfere
5 with landscaping maintenance.

6 **1.8 Housekeeping** - No rubbish shall be allowed to accumulate, or any fire hazard
7 allowed to exist. No objects such as towels, bathing suits or rugs are permitted to be hung over
8 outdoor railings. Rugs may not be shaken outside. Shoes and clothing may not be left outdoors.
9 No outdoor clothes drying area may be set up. Outdoor garden hoses must be coiled beside the
10 faucet after each use.

11 **1.9 Flags** – A flagpole for display of the American flag is permitted. Flagpole locations
12 must be approved by the board. Flagpoles may not be used to mount an antenna.

13 **1.10 Front Doors/Storm Doors** – Unit Owners are responsible to paint their Unit front
14 door, including exterior trim around the door, with white paint. Satin finish is recommended. Front
15 storm doors are allowed but must be painted white.

16 **1.11 Television and Other Outdoor Antennae.** No television, radio, satellite, or other
17 antenna or satellite system may be installed on the Common Elements by any Person other than
18 the Association, except as provided herein. Certain television, satellite, or other antenna systems
19 may be erected or installed on Condominium Property subject to compliance with the following
20 requirements:

21 **1.11.1 Permitted Antennas.** Permitted antennas include (collectively hereinafter
22 referred to as “antennas”):

- 23 • Direct broadcast satellite dishes (DBS) that are less than one (1) meter in diameter.
- 24 • Multi-channel, multi-point distribution service devices (MMDS) that are less than
25 one (1) meter in diameter or diagonal measurement.

26 **1.11.2 Location of Antennas.** Antennas are only permitted to be installed in
27 exclusive use areas, such as lanais. To the extent feasible, all antennas must be placed in locations
28 that are not visible from any street and in a location to minimize annoyance or inconvenience to
29 other Residents of the Community if this placement would still permit reception of an acceptable
30 quality signal. Antennae may not extend beyond the plane of the imaginary line running from the
31 edge of the lanai ceiling to the lanai floor, bounded on the sides by the vertical lanai walls.

32 Holes (whether through drilling, nails or screws, or otherwise) are not permitted in
33 structural portions of the building (including, but not limited to, concrete, masonry, block, stucco,
34 fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written
35 approval of the Board. It is the intent of this requirement to ensure that the structural integrity of
36 the Building (including, but not limited to, its waterproofness) is not compromised by the
37 installation of antennas.

1 **1.11.3** Color and Screening of Antennas. All antennas shall be painted to blend
2 into the background against which it is mounted, so long as the paint will not interfere with an
3 acceptable quality signal.

4 **1.11.4** Safety Requirements. To safeguard the safety of the Unit Owners,
5 Occupants of the residence in which the antenna is located, neighboring Unit Owners, and other
6 Owners and Members in the Condominium, it shall be the obligation of the Owner to comply with
7 all applicable local, state and federal safety requirements, including, but not limited to, obtaining
8 a permit for the installation of the antenna, if any is so required, hiring licensed contractors with
9 sufficient expertise and adequate insurance to protect their work, installing the antennas away from
10 power lines and other potentially dangerous areas, installing and using the antenna in accordance
11 with safety recommendations and requirements of the antenna manufacturer, and in accordance
12 with the customs and standards for the antenna industry, including compliance with electrical code
13 requirements to properly ground the antenna, and installation requirements to properly secure the
14 antenna. Antennas shall be properly secured and installed so as to cause no damage to the Building,
15 such as compromise of its waterproof integrity. Unit Owners shall indemnify the Association for
16 any loss or damage (including attorneys' fees) occasioned by non-compliance with these
17 obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other Unit
18 Owners, for any damage that an antenna causes to the Condominium Property or to Persons or
19 other property.

20 **2. ALL UNITS – INTERIOR**

21 **2.1 General** – The Members are responsible for maintenance, replacement and repair
22 of all interior walls, ceilings, floors, windows, doors, screening, storm shutters, acrylic doors
23 enclosures and exterior doors for their Unit.

24 **2.2 Flooring and Noise Transmission** - Installation of hard surface flooring must have
25 written approval by the Board. Hardwood and laminate flooring installed in 2nd floor Units must
26 utilize approved sound mitigation underlayment. At a minimum the underlayment must provide at
27 least a STC of 72 and IIC of 68. Should noise transmission create a disturbance or nuisance after
28 installation, the responsibility remains that of the Member (not the Association) to abate noise
29 transmission.

30 **2.3 Lanai**- The Members are responsible for the finished interior surfaces, including
31 the floor, ceiling, walls and screen enclosure. The Members must obtain written approval from the
32 Board to make any material change to the appearance of any lanai surface.

33 **2.4 Mechanicals** – The Members are responsible for all equipment, pipes, wiring,
34 ducts, fixtures and connections required to provide any utilities to and within the Unit that are for
35 the exclusive use of that Unit.

36 **2.5 Plumbing** - Water heaters must be replaced every ten (10) years, or sooner if there
37 have been leaks or other signs of potential water discharge problems. Water supply lines to fixtures
38 and appliances must be braided-steel type. Main shut off valves must be ball valves. The Members
39 are responsible to replace non-complying plumbing components, as they are prone to leakage.

40 **2.6 Keys** - Owners must deposit a key to their Unit with Management for emergency
41 access.

1 **2.7 Smoke Detectors** – every Unit is equipped with a hard-wired smoke detector. Not
2 all detectors have a backup battery, but if your smoke detector does contain a long-life backup
3 replaceable battery, it must be replaced every ten (10) years. The Members are responsible to
4 ensure battery replacement where required.

5 **2.8 Occupancy** – Each Unit shall be occupied as a residence only, and for no other
6 purpose. Only two (2) Persons per bedroom are permitted, plus two (2). No more than two (2)
7 Persons per bedroom plus four (4) (including Unit Owners, Tenants, Residents, their Families,
8 Guests or any other Occupants) may sleep overnight in a Unit.

9 **2.9 Unit Owner Responsibilities Regarding the Prevention of Fungal**
10 **Contaminants (Mold and Mildew).** Unit Owners must take all appropriate steps to reduce and/or
11 eliminate the occurrence or continued existence of mold and/or mildew (collectively “mold”)
12 growth in and around the Unit and appurtenant Common Elements and thereby minimize the
13 possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners’
14 responsibilities include, but are not limited to, the following:

15 **2.9.1** The air conditioning system, and humidity control system if applicable,
16 must be kept in good and working order. Whether occupied or not, the air conditioning system,
17 and humidity control system if applicable, must be appropriately operated, when reasonably
18 necessary, to adequately control the temperature, humidity, and in-door air quality in the Unit.

19 **2.9.2** The main valve on the water line serving the Unit must be turned to the OFF
20 position if the Unit is to be unoccupied for more than five (5) days.

21 **2.9.3** All incidents of mold and water intrusion, including, but not limited to,
22 water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances,
23 and any other leaks, or evidence of water intrusion must be immediately reported to the
24 Association.

25 **2.9.4** All regular and routine maintenance required to prevent water intrusion, and
26 which is the obligation of the Unit Owner, must be timely and adequately performed. Such
27 maintenance includes, but is not limited to the regular inspection, cleaning and services of all
28 appliances servicing the Unit, including the air conditioning system, humidity control system if
29 applicable, refrigerators, and freezers; the regular maintenance and replacement of interior
30 caulking and/or weather stripping around windows, doors, and plumbing fixtures.

31 **3. UNIT TYPE RULES**

32 **3.1 Coach Homes - Exterior**

33 **3.1.1** Parking – Driveways and garages of Coach Homes are for the sole use of
34 the Member/Tenant. Adjacent parking areas, close to the Coach Homes may be used for second
35 cars or Guests of Owners.

36 **3.1.2** Garage – The Members are responsible for painting their garage doors,
37 including the side entrance door. White satin finish paint must be used.

1 **3.1.3** Garage Air Vents - A community-standard garage door and vent must be
2 used when replacing.

3 **3.1.4** Planters – The Members in Coach Homes may place a potted plant between
4 garage doors, upon agreement of the Members sharing the driveway. Plants must be under 4 feet
5 in height, not have a trellis and must not obstruct the use of either garage.

6 **3.2 Lakes Condos – Exterior**

7 **3.2.1** Parking – Lakes Condos have one (1) assigned carport plus one (1)
8 uncovered parking space. The uncovered spaces are to be used for second cars or Guests.

9 **3.2.2** Carports – No items other than a motor vehicle may be stored.

10 **3.2.3** Owners Storage Compartment – Items such as bicycles, outdoor chairs and
11 water toys may be stored in the assigned storage compartment.

12 **4. OBSTRUCTIONS / SAFETY**

13 **4.1 Coach Homes** - Sidewalk and ramp entrances to Coach Homes are to be used only
14 for private entrance and exit. Bicycling, skate boarding, riding scooters, etc. are not permitted. One
15 (1) decorative potted plant is allowed on a landing, or by the door. The pot size is not to exceed
16 twelve (12) inches in diameter. However, plants must not block door or walkway access. If you sit
17 outside your Unit on the landing or the walkway enjoying our gorgeous weather, bring your chair
18 in when you go inside; do not leave it out when you are not using it.

19 **4.2 Lakes Condos** - The sidewalk and ramp entrances must be kept clear of chairs,
20 tables, potted plants, shoes, golf clubs, water toys etc. to ensure free and easy access for all
21 Residents. Furniture, potted plants, or items of any kind must not be left on the catwalks, stairways,
22 walkways, or outside window ledges. If you sit outside your Unit on the catwalk or walkway
23 enjoying our gorgeous weather, bring your chair in when you go inside; do not leave it out when
24 you are not using it.

25 **5. FACILITIES, AMENITIES AND COMMON AREAS** - The facilities of the
26 Condominium are for the exclusive use of the Members, their Guests and Tenants accompanied
27 by a Member. Any damage to the Buildings, recreation facilities or other common areas or
28 equipment caused by any Resident, Tenant, Guests or Invitees shall be repaired at the expense of
29 the Member responsible for such Resident or Guest. No immoral, improper, offensive, or unlawful
30 use shall be made of the Condominium Property or any part thereof.

31 **5.1 Destruction of Property** – The Members shall not mark, mar, damage, destroy,
32 deface, or engrave any part of the Common Elements.

33 **5.2 Alterations to Facilities** – The Members shall not make, allow or cause to be made,
34 any structural addition or alteration of any Unit or the Common Elements without the prior written
35 consent of the Board.

36 **5.3 Facilities Insurance** – No Unit Owner shall permit any use of any Unit or of the
37 Common Elements which will increase the rate of insurance upon the Condominium Property.

1 **5.4 Clubhouse** - The Clubhouse is used for meetings, community sponsored activities
2 and private events. This is a non-smoking facility. No swimsuits or wet feet are allowed in the
3 clubhouse. When each activity is finished, the responsible person should ensure cleanup, re-
4 arrange the furniture as found, reset the air conditioners to the arrows on the controls, turn off the
5 lights and fans, and remove all garbage and recyclables. Lock the doors and return the keys.

6 **5.5 Library** - A library is located inside the clubhouse near the restrooms. Access is
7 on the poolside of the building. The library is managed by a volunteer and relies on used book
8 contributions.

9 **5.6 Mail**

10 **5.6.1 Delivery** – Each Unit has an assigned, locked mailbox in a freestanding
11 cluster near your Unit. The mail is generally delivered between noon and 3:00 P.M.

12 **5.6.2 Outgoing Mail** – There are three outgoing mailboxes in the Wiggins Lakes
13 & Preserve Community. The carrier picks up outgoing mail after completing deliveries. Do not
14 put outgoing mail in the box where you pick up your mail.

15 **5.6.3 Lost Mailbox Keys** – If you lose your mailbox key, you will need to replace
16 the lock cylinder. You can pick up a new cylinder and key at Ace Hardware.

17 **5.7 Pools** – There are two (2) pools in the Wiggins Lakes & Preserve Community, one
18 (1) located behind the clubhouse (West pool) and a second behind the tennis court (East pool).
19 Each pool is accessed through a locked gate. The pools are reserved for the exclusive, non-private
20 use of the Owners, Tenants, and their Guests. The Members are provided two (2) non-copy able
21 keys. The Members are responsible for their keys, whether in their own possession or in the hands
22 of a Tenant or Guest. If a key is lost, contact the Property Management Company for a replacement
23 key, which will cost \$25.00.

24 **5.8 Pool Rules:**

25 **5.8.1** No jumping or diving.

26 **5.8.2** Place towels on pool furniture before using.

27 **5.8.3** Umbrellas must be lowered after use, and furniture returned where found.

28 **5.8.4** Shower before entering pool; do not use soap or shampoo.

29 **5.8.5** Children twelve (12) and under must be accompanied by an adult while in
30 the pool or at the pool area.

31 **5.8.6** No food or drinks permitted in pool or on pool deck.

32 **5.8.7** No glass permitted in pool or on pool deck.

33 **5.8.8** No smoking inside fenced area.

34 **5.8.9** No pets inside fenced area.

- 1 **5.8.10** Pool hours dawn to dusk.
- 2 **5.8.11** Pool capacity twenty (20) persons.
- 3 **5.8.12** The pool will close during any severe or dangerous weather conditions.
- 4 **5.8.13** Headphones or ear buds must be used when listening to music.
- 5 **5.8.14** Games involving running, jumping, shouting, ball throwing, and other
- 6 raucous behavior are prohibited in the pool enclosure.
- 7 **5.8.15** Rubber floats, rafts, aquatic toys, and other such objects are not permitted.
- 8 Small personal floatation devices such as a noodle are permitted.

9 **5.9 Parking:**

- 10 **5.9.1** On-street parking is not permitted.
- 11 **5.9.2** Motor homes, trailers, watercraft, and commercial vehicles are not
- 12 permitted to park overnight anywhere in the community, unless inside a private garage.
- 13 **5.9.3** Parking on the grass is prohibited at all times.
- 14 **5.9.4** Parking at the clubhouse overnight is prohibited except in an emergency,
- 15 and then not to exceed two (2) nights. Notify Management of the emergency and dates involved
- 16 as soon as possible.
- 17 **5.9.5 Bicycles** – Bicycles left in public space must be parked in one (1) of the two
- 18 (2) bicycle racks provided by the Association. The racks are located at the clubhouse and at the
- 19 east pool.

20 **5.10 Tennis/Pickleball Courts:**

- 21 **5.10.1** Pickleball - Among the fastest growing sports in the country, pickleball has
- 22 become very popular in the Wiggins Lakes & Preserve Community. Every day between 9:00-
- 23 10:30 A.M., Residents can be found enjoying doubles pickleball, with up to twenty (20) players
- 24 alternately play on two (2) courts. All are welcome. If you have questions about participating or
- 25 would like to see how the game is played, wander over to the courts any day. The nets are locked
- 26 up after use. Enquire about the combination and setup rules.
- 27 **5.10.2** Tennis - is available on a “first come, first served” basis. The net is
- 28 permanently set up. When using the court and others show up, let them know when you will be
- 29 finished. Common tennis courtesy is to relinquish a court after no more than one (1) hour of play.
- 30 **5.10.3** Other Court Uses - including skateboarding, bicycle riding, soccer, and pet
- 31 exercising are prohibited.

32 **5.11 Roads - Speed Limits** – The development speed limit is fifteen (15) miles per hour.

33 There are several stop signs that must be obeyed.

34 **5.12 Signage:**

1 **5.12.1 General** – No signs, temporary or permanent, of any type can be erected,
2 displayed, or installed on any part of the property or structures unless approved by the Board.

3 **5.12.2 Real Estate** – “For Rent” and/or “For Sale” signs are prohibited; with one
4 (1) exception. A single generic OPEN HOUSE sign may be placed at the Wiggins Lakes &
5 Preserve Community entrance and at each involved Building.

6 **6. PETS**

7 **6.1 Limitations** - The Members may have a maximum of one (1) pet, either dog or cat,
8 weighing not more than twenty-five (25) pounds. Prior written approval of the Board is required.
9 No other type of animal or mammal is permitted. No Tenant or Guest may bring or lodge a pet or
10 animal of any kind in a Unit. Also see Declaration of Condominium.

11 **6.2 Registration** - All pets must be registered with Management, along with an
12 accompanying picture.

13 **6.3 Pet Control** - For the safety and comfort of Residents, pets must be kept on a leash
14 at all times when outdoors. The Members are responsible to clean up after their pet and properly
15 dispose of pet waste.

16 **7. LANDSCAPING AND GROUNDS**

17 **7.1 No trimming and planting** – The Members shall not trim or remove any tree or
18 shrub. Planting anything on the grounds or the preserve is not permitted. If there is an issue with
19 the landscaping around your Unit, contact Management.

20 **7.2 Wildlife** – Animals such as birds, ducks, turtles, and alligators should be admired
21 from a distance, please do not feed them. Upon sighting of dangerous or injured animals (i.e.,
22 panther, alligator, injured turtle, etc.), please contact Management.

23 **7.3 Fishing in Lakes** –Fishing is not permitted in any of the lakes. Swimming is not
24 permitted in any of the lakes.

25 **8. WASTE MANAGEMENT**

26 **8.1 Coach Homes** – have curb side pickup. Do not use the dumpsters in the two (2)
27 garbage compounds. They are exclusively for the use by the Members of the Lakes Condos.

28 **8.1.1** Household garbage is collected on Tuesday & Friday mornings.
29 Recyclables are collected on Friday mornings. Place bins at the curb prior to 7:00 A.M., but not
30 before 6:00 P.M. the prior day.

31 **8.1.2** Bulky items (furniture, appliances, etc.) can be left at the curb. A separate
32 truck will pick them up. Coach Homes do not need to call for this service. It is provided every
33 Friday. Lakes Condos must call Waste Management to receive this service. Return emptied
34 containers to your garage, on the same day they are emptied. Make arrangements with your house
35 sitter or neighbor to do so, if you will be away.

1 **8.1.3** Containers are supplied to each owner by Waste Management. They should
2 be found in your garage. For repair and/or replacement of green garbage or recycle bins, call 239-
3 252-2380.

4 **8.2 Lakes Condos** – do not have curb side pickup.

5 **8.2.1** Household garbage should be bagged and dropped into the large dumpsters
6 in one (1) of the two (2) designated garbage compounds.

7 **8.2.2** For large item pickup, call Waste Management at 239-252-2380. Do not put
8 large items in the dumpsters, nor in the garbage compounds.

9 **8.2.3** Recyclable materials should be put in the designated yellow/green
10 recyclables bins. All recyclables must be dropped into bins loosely, not tied or in plastic bags. All
11 cardboard and boxes must be broken down in the recycle bins. Plastic bags are not recyclable.

12 **8.2.4** There are two (2) garage compounds. If recycle bins or the dumpster is full
13 in one (1) compound, you may access to the other compound for disposal.

14 **9. REAL ESTATE SALES/RENTALS/LEASING**

15 **9.1 Real Estate Sales** - No sale of a Unit will be valid without the written prior approval
16 of the Board. Notice of intent to sell must be given to the Board at least thirty (30) days prior to a
17 sale agreement being signed.

18 **9.2 Leasing** – No Unit can be rented or leased for a period less than thirty (30)
19 consecutive days, or one (1) calendar month, whichever is shorter. A maximum of three (3)
20 rental/lease arrangements is allowed in any calendar year. No subleases are allowed.

21 **9.3 Lease Notice Period** - The Member or leasing agent is required to give notice of
22 intent to lease to Management, at least thirty (30) days prior to the date of the proposed lease. The
23 Board must approve all rental/lease arrangements. A \$75.00 application fee is charged by
24 Management for each rental/lease occasion.

25 **9.4 Unoccupied Unit** - A Unit that is not occupied for more than five (5) consecutive
26 days is considered an unoccupied Unit.

27 **9.4.1 Temporary Absence-** The Members leaving their Unit unoccupied for
28 more than five (5) days must shut off the main water valve to their Unit to prevent unexpected
29 leaks.

30 **9.4.2 Bicycle storage-** The Members must store bicycles in storage sheds,
31 garages or within the Unit if the Unit is unoccupied for more than three (3) days. Bicycles are not
32 to be chained to carports or covered in any way during any period in which the Unit is unoccupied.

33 **9.4.3** Remove all front door mats, potted plants, and other objects.

34 **9.4.4** All lanai furnishings should be stored inside your Unit.