

# Pebble Shores

## ***RULES REGULATION And***

## ***GUIDELINES***

***FOR***

***OWNERS  
LESSEES  
GUESTS***

**Pebble Shores Condominium Association, Inc  
Naples, Florida**

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**RULES, REGULATIONS AND  
GUIDELINES**

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**RULES, REGULATIONS  
AND GUIDELINES  
FOR  
INTRODUCTION**

These Rules, Regulations & Guidelines are based upon and supplement those contained in Florida Law 718, the Declaration of Condominium, the Articles of Incorporation and the By-Laws for Pebble Shores Condominium. They are applicable to all Owners, Lessees and Guests.

Owners and Lessees must acquaint themselves, their families and their guests with the contents of this document. It is imperative, in this multi-family living environment that all persons support and abide by all rules and regulations if Pebble Shores is to qualify as a high quality residential condominium.

**1. DEFINITIONS**

1.1 **OWNER:** An owner is the person, persons, or business which holds legal title to a condominium unit at Pebble Shores.

1.2 **LESSEE:** A Lessee (sometimes referred to as Renter) is the person of persons holding a valid lease, from an Owner, for a Pebble Shores condominium unit. A valid lease is a written lease agreement which has been signed by Owner and Lessee and has been subsequently approved by the Pebble Shores Board of Directors. The minimum term of a valid lease is 1 month, maximum is 12 months.

1.3 **GUEST:** Guests are persons who are on the premises of Pebble Shores condominium at the specific invitation of the Owner or Lessee.

1.3.a **DAY GUEST:** Day guests are persons who are present for less than 24 hours, and do not stay overnight. While using any Pebble Shores facilities day guests must be accompanied by their host Owner or Lessee. Day guests are not required to register with the Association.

1.3.b **HOUSE GUEST:** House guests are persons who stay at a Unit along with the host Owner or Lessee for at least 24 hours and may remain, as a house guest, for up to 30 days/1 month . House guests who remain for more than 30 days/1 month are considered to be residents and must be so registered by the Owner or Lessee occupying the unit.

1.3.c **GUEST-ONP (Owner Not Present):** Guests-ONP are persons authorized by an Owner to occupy the Unit for a period of up to 30 days /1 month while the Owner is absent. Owners shall not charge Guests-ONP rent or fees of any type. Guests-ONP who remain for more than 30days/1 month are considered to be Lessees and must be so registered with the Association. (also, see Rule # 2.4)

1.4 **UNIT:** A unit (sometimes referred to as an Apartment) is the interior private living area of the individual, owner held, condominium property. A unit does not include common elements or limited common elements such as entrance balconies, sidewalks, lawns, swimming pool, spa, clubhouse, parking spaces, streets, stairs, sidewalks, lake, carports, etc.

## 2. USE AND OCCUPANCY

2.1 OWNERS & LESSEES: The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. Each condominium unit shall be occupied only by a single family, as residence, and for no other purpose whatever. No condominium unit may be divided or subdivided into a smaller unit for any purpose

2.2 GUESTS: All guests of Owners and Lessees are required to comply with all of these Rules and Regulations as well as the rights and obligations created by the Declaration and its exhibits. The Board of Directors reserves the right to limit the number of guests who may use the recreation areas and common elements and, in addition, reserves the right to expel any guests who fail to comply with these Rules and Regulations.

2.3 LEASING: Owners may lease (rent) their unit provided the occupancy is by only one lessee and members of his/her immediate family. Term of the lease must be at least 30 days, or one calendar month, whichever is less and no Unit may be leased more than three (3) times in any one calendar year. Maximum term of lease is 1 calendar year, or 12 consecutive months.

2.3a Owners intending to lease their unit(s) must provide the Board, 10 days before the start of the proposed lease, with the following:

- a. A completed Application for Lease Approval using the forms provided by the Association.
- b. An executed, signed copy of the proposed lease.
- c. An Application fee in such amount as shall be determined by the Board consistent with Florida Law.
- d. Any additional information deemed necessary by the Board.

2.3b The Board will respond with written approval or disapproval. If disapproved, the reason will be included in the notice of disapproval.

2.3c In the event the Board becomes aware of any violations of these leasing procedures, including, but not limited to omitted or falsified information on the Application, the Board shall have the power to evict the lessee, or lessee applicant, without securing consent for such evictions from the unit owner.

2.4 GUESTS (Owner not present): Owners, during their own absence, may grant a Guest(s) free use of their unit. In such case the Owner must give the Association written notice on forms provided by the Association for that purpose. This form must be submitted 10 days before such use commences.

2.4a No such guest shall sublease the Unit or permit it to be used by any other guest.

2.4b No Owner permitting use of his/her unit by such Guest shall be released or discharged from compliance with any of the responsibilities of a unit owner.

2.4c Rights and responsibilities applicable to Lessees shall apply to Guests who have been granted free use of a unit by the unit Owner.

### **3. GENERAL RULES AND REGULATIONS**

3.1 These General Rules and Regulations are based upon and support those contained in the Declaration of Condominium. They are equally applicable to all occupants – unit owners, lessees and guests.

3.2 The entranceways, entrance sidewalks, stairs, entrance balconies, passages and Similar portions of the common elements shall be used only for ingress and egress to and from the condominium units. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in them.

3.3 Each unit owner's, guest's or lessee's personal property must be stored within the unit.

3.4 The common elements shall not be obstructed, littered, defaced, or misused in any manner.

3.4.a Owners or other residents are prohibited from storing or abandoning personal property anywhere within the common elements of the Condominium.  
(Also see Guidelines)

3.5 Swimming, wading or boating in the lake is prohibited.

3.6 **Catch and Release Only** fishing in the Pebble Shores Lake is permitted.

3.7 Feeding ducks or any other water fowl is prohibited.

3.8 Owners shall not make or permit the making of structural modifications or alterations to the exterior design of their unit or to any of the common elements.

3.8 a Owners may install a screen door at the front entrance of their Unit provided they secure advance written approval from the Board of Directors. (see guidelines38b All units above first floor dwelling floor shall have interior floor covering of wall to wall carpeting, except foyer, utility/laundry area, bathrooms and kitchen. Any hard surface additions, such as tile, wood, laminate or other non-resilient floor covering will require a sound barrier underlayment and must be approved by the Board.

A request for review of modifications application **MUST** be submitted to the Board along with a signed acknowledgement. Request for review application and acknowledgment forms can be obtained from the Management Company.

Owners will be held strictly liable for violation of these restrictions and for all damages resulting there from; and the Association has the right to require immediate removal of flooring where violations exist.

3.9 Walkways, entranceways, entrance balconies, stairways or railings shall be used only for the purpose intended and they shall not be used for shaking or hanging garments, towels, rugs, plants or other objects. (See rule 11.1)

3.10 A unit owner who plans to be absent for an extended period of time must prepare his/her unit prior to departure and designate a responsible firm or individual to care for the unit should the unit suffer damage. The unit owner will furnish the Association with the names(s) of that firm or individual.

3.11 No unit owner shall make noises, which may be considered a nuisance and shall

not permit his/her family, agents, visitors, lessees, guests or pets to do so. No unit owner shall play, or permit to be played in the unit or on the common elements appurtenant to it, any musical instrument, phonograph, television, radio or the like in a way that disturbs or annoys other unit owners or occupants.

3.12 Quiet hours are 10:00 p.m. to 7:00 a.m. daily.

3.13 No radio or television installation or other electrical equipment shall be permitted in any unit if it interferes with the television or radio reception of another unit.

3.14 With the exception of signs used or approved by the Board of Directors, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the common elements or any part of a unit so as to be visible outside the unit.

3.15 The Association may retain a pass-key to all residential units. No unit owner or occupant shall alter any lock, nor install any new lock, without notice to the Board of Directors and the unit owner shall provide the Association with a key to the new or altered lock.

3.16 No nuisance(s) shall be permitted on the condominium property, nor any use or practice, which is a source of annoyance and which interferes with the peaceful and quiet enjoyment of the property by the owners, lessees and guests.

3.16a Smoking of cigarettes and other tobacco products is prohibited in the unit lanais or other Limited Common Elements or Common Elements where it presents a nuisance or annoyance to others. (Effective March 1, 2016)

3.17 All portions of the condominium property must be kept in a safe, clean and orderly condition at all times.

3.18 There shall be no conduct or use of the property which will increase the cost of insurance on the condominium property.

3.19 Climbing or playing on air conditioning units, carports, trees, transformers, pool fence, gates, picnic tables, light posts, etc. is prohibited.

3.20 Children shall be the direct responsibility of their parent or legal guardians who must supervise them while they are within the Condominium Property.

3.21 Persons riding bikes, roller skates, roller blades, skate boards and other riding toys must yield right of way to vehicles and pedestrians and are prohibited within the pool and spa deck area.

3.22 Go-carts, motorized dirt bikes and motorcycles are prohibited on the condominium property.

3.23 No unlawful, immoral or offensive use shall be made of the condominium property.

3.24 No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used for normal household purposes.

3.26 Employees of the Association are not to be engaged by Unit Owners or other residents for personal purposes which are not within the scope of the applicable employee's duties. The Board of Directors, though a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

## 4. USE OF RECREATIONAL FACILITIES

4.1 The Pebble Shores Recreational facilities are for the exclusive use of Pebble Shores Owners, Lessees and Guests.

4.2 All persons who use the recreational facilities must do so in a manner which does not interfere with the rights and enjoyments of others.

### CLUBHOUSE

:

4.3 Owners or Lessees who wish to use the Clubhouse for a private function shall obtain prior written approval from the Board of Directors, or its authorized agent, and post a \$200.00 common elements refundable security deposit.

4.4 The Clubhouse shall be left clean and sanitary after use.

4.5 The Clubhouse and restrooms shall be locked when not in use

4.6 Activities in the Clubhouse must be concluded by 10:00 p.m. The available hours of the Clubhouse shall be 7:00 a.m. through 10:00 p.m. seven days a week.

4.7 Smoking is prohibited in the Clubhouse.

4.8 Parents shall be present and responsible to supervise their children at all times.

4.9 Pets are prohibited in the Clubhouse

4.10 Persons in bathing suits are prohibited the Clubhouse

### POOL AND SPA:

4.11 The pool is unguarded and swimmers use it at their own risk.

4.12 Diving or jumping into the pool, by any persons, is strictly prohibited.

4.13 The pool shall be used only between dawn and dusk.

4.14 All persons must shower before entering the pool.

4.15 No rafts, toys, scuba fins or other flotation devices, other than flotation aids for children, are permitted in the pool.

4.16 Parents shall be present and responsible to supervise their children at all times.

4.17 Beverages at the pool must be in non-breakable plastic or metal containers. No picnic coolers or glass containers of any type are permitted in the Pool, Spa and Pool Deck area for any purpose.

4.18 Food and Alcoholic Beverages are prohibited in the Pool, Spa and Pool Deck area; except that the Board may authorize such for a specific program or special event.

4.19 Smoking is prohibited in the pool area.

- 4.20 Towels must be placed on chair or lounge if tanning or body oils are being used.
- 4.21 Bicycles, roller blades and similar equipment are prohibited in the pool and deck area.
- 4.22 Pool furniture cannot be saved or reserved.
- 4.23 Pets are prohibited in the pool, spa and deck area.
- 4.24 Unit owners are responsible for all actions of their guests and lessees. Unit owners and lessees are responsible for all actions of their guests.
- 4.25 Incontinent individuals, including non-toilet trained children, shall not be allowed in the pool without waterproof pants.
- 4.26 Chairs and lounges are not to be removed from the pool and spa area.
- 4.27 No rocks, money, toys or hard objects are to be thrown into the pool or spa

## **5. VEHICLES AND PARKING**

- 5.1 All vehicles must be registered with the Board or its designated agent. Each unit may have no more than two (2) vehicles parked on condominium property.
- 5.1a A parking sticker must be affixed on a visible rear location of all vehicles parked at Pebble Shores. (Effective June 1, 2016)
- 5.2 The speed limit on Pebble Shores Drive is 15 MPH.
- 5.3 All vehicles must be well maintained, in good appearance, operable and properly licensed. Any motor vehicle which cannot operate on its own power shall not remain on the condominium property for more than 24 hours. No repair of any motor vehicle shall be made on condominium property.
- 5.4 One covered (carport) parking space is assigned to each unit. No person is permitted to park in a space designated and assigned for another unit except with the owners written permission.
- 5.5 At Pebble Shores, parking is permitted only within the paved/marked parking spaces. Vehicles shall not be parked on or along Pebble Shores Drive or anywhere on the grass.
- 5.6 No boats, trucks or pick-ups (of any size or type), commercial vehicles, trailers, recreational vehicles, motor cycles, as determined by the Board, shall be placed, parked or stored within the Pebble Shores Condominium.
- Commercial service vehicles may be within the Condominium between 7:00 a.m. and 6:00 p.m., Monday through Saturday, during the time the vehicle operator(s) is performing service or repair work for the Association or for a Unit Owner.
- The Condominium Manager shall be notified in the event a Unit Owner schedules "emergency service" outside the 7:00 a.m. to 6:00 p.m. (M-S) time period.
- 5.6a Commercial vehicles are identified as having one (1) or more of the following descriptions:
- The vehicle does not have windows on all passenger sides of vehicle (including windows on the right side and left side of back seat).
  - The vehicle does not have passenger seats.
  - The vehicle displays messages or signs, permanent or removable; anywhere on the vehicle (bumper stickers are excluded).
- 5.7 Unauthorized or improperly parked vehicles will be towed from the condominium property at the owners' expense



## **6. BARBECUES, GRILLS AND OUTDOOR COOKING**

- 6.1 All outdoor cooking must be done at the barbecue grills located in the common area.
- 6.2 The use of gas or charcoal grills in a condo unit, on balconies, porches, patios, lanais or portions of the common elements is prohibited.

## **7. BICYCLES**

- 7.1 Bicycle parking is permitted only in the bicycle racks located in the common area; Bicycle owners must provide their own locks.
- 7.2 Riding of bicycles on Pebble Shores walkways or lawns is prohibited. Riding within the condominium must be confined to Pebble Shores Drive.

## **8. WINDOW TREATMENTS**

- 8.1 Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of units shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors.
- 8.2 No aluminum foil or similar reflective material may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.
- 8.3 Owners may have SOLAR or SECURITY WINDOW FILM installed to the inside of their Unit's windows provided they secure advance written approval from the Board of Directors. *(Also, see Guidelines)*

## **9. EXTERIOR ANTENNA**

- 9.1 No exterior antennae shall be permitted on the Condominium Property. The Board shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as communications systems.

## **10. GARBAGE, REFUSE & RECYCLABLE**

- 10.1 All garbage must be placed in a plastic bag, securely tied and placed inside the dumpster. All other trash shall also be placed within the dumpsters provided.

## **11. FLOWERS & PLANTS**

- 11.1 Entrance planting (Unit entrance) is limited to one flower pot, at each unit, on the entrance sidewalk or entrance balcony. (This is an approved exception within #3.9). This pot may not be larger than 16 inches in diameter and may not be placed on landings, staircases or any place it creates a hazard. Pots shall be stored out of sight (within the unit) when not appropriately planted and when the unit owner or lessee is not in residence.

11.2 Planting of Trees, Shrubs, Flowers, or any other plants in the common elements shall be completed only by the Association's Landscape Maintenance Contractor. The Board may establish a committee of Owners to recommend a planting plan for annual flowers.

(also see  
Guidelines)

## **12. PETS**

12.1 Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except with the prior written consent of the Condominium Association and then only in accordance with the provisions of the Declaration and the following:

12.2 Each unit owner may maintain two (2) household pets in their residential unit, to be limited to domestic dogs not to exceed thirty five (35) pounds each, or domestic cats, or caged birds or one (1) fish tank not to exceed 55 gallons. No more than two (2) small birds may be kept in the Unit. No domestic birds of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner or occupant in a Unit.

12.3 Pets are not to be maintained for commercial purposes and shall not adversely affect another's property. No unit owner or occupant may house a pet which is a nuisance or annoyance to any other unit owner or occupant. Pets are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

12.4 Pet owners or any person walking the animal must pick up waste and dispose of such waste appropriately.

12.5 All pets, including cats, must be on a leash not more than six (6) feet long at all times when outside the Residential Unit.

12.6 Tenants, renters, lessees, and their guests, shall not be permitted to have pets in leased units, or on the grounds of Pebble Shores. Guests and visitors of an owner may bring their pets into the owner's unit provided that the owner is physically present and residing in the unit at the time the pet is visiting and that the total number of pets in the unit at the time of the visit is not more than two.

An owner is primarily and ultimately responsible for the pets in the owner's unit notwithstanding the ownership of the pet.

However, tenants, renters and lessees that currently reside in a unit and who have been approved to reside in a unit with a pet as of the effective date of this rule will be permitted to keep those pets until the pet dies or is otherwise removed from Pebble Shores.

Tenants, renters, and/or lessees will not be permitted to replace any approved pet or pets while residing as a renter at Pebble Shores.

Upon termination of a lease for any reason, including the expiration of the lease, this rule shall become applicable to the subsequent lease of a unit, including the renewal or extension of an existing lease. (Effective April 11, 2014)

12.7 All pets must be kept up to date with their rabies, distemper and other vaccinations and licensing.

12.8 Pets are not permitted in the clubhouse or the pool/spa area.

12.9 Violation of any of these provisions will entitle the association to all of its rights to require any pet to be permanently removed from the condominium property.

**13.**  
**COMPLIANCE/ENFORCEMENT**

13.1 Every residential unit owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which may be adopted, and the provisions of the Declaration, By-Laws' and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a residential unit owner, lessee or guest to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and other appropriate relief, including recovery of attorney's fees and such arbitration or other administrative procedures provided by Florida Law.

13.2 In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, lessees, guests or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

13.2a NOTICE: The Association shall notify the owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the owner or occupant shall present reasons why a fine should not be imposed. The owner or occupant may be represented by counsel and may cross-examine witnesses.

13.2b HEARING: The alleged infraction shall be presented to the Board of Directors and a Committee of unit owners formed for that purpose after which the, Board of Directors and the committee shall hear the reasons why a fine should not be imposed. A written decision of the Board of Directors and the committee shall be submitted to the owner or occupant no later than twenty-one (21) days after the hearing. ,

13.2c AMOUNT: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by the Florida Condominium Act.

13.2d PAYMENT OF FINES: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

13.2e APPLICATION OF FINES: All monies received from fines shall be allocated as directed by the Board of Directors.

13.2f INFRACTIONS: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

13.2g NON-EXCLUSIVE REMEDY: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

# GUIDELINES

## PROCEDURE for INSTALLATION of SCREEN DOORS

1. Be of white painted aluminum construction from frame members which are approximately 2 or 4 inches in width.
2. Be screened with black or charcoal colored fiberglass screen material.
3. Be mounted flush at the outside of the entrance door jam and hinged on the same side of the jam as the entrance door.
4. Include a safety chain and automatic (hydraulic) closer.
5. Have the optional child/pet grill (white aluminum only) installed only on the inside of the door and only over the lower screen panel.
6. Not include any glass or glass panels.
7. Not include any ornamental grills or decorations.
8. Not include a keyed lock.

**Jurisdiction:** The Board of Directors retains full Jurisdiction regarding any and all screen door installations. The Board periodically reviews such installations and will require Owners to modify or remove doors which are not in compliance. The Board of Directors may revoke or rescind its approval of an alteration or modification previously given, if it appears that the installation has had an unanticipated material adverse effect on the Condominium.

**Financial Responsibility:** If an owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for:

1. insurance, maintenance, repair and replacement of the modifications, installations or additions;
2. The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions; and
3. The cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the condominium property for which the Association is responsible.

## PROCEDURE for FLORAL PLANTINGS

Each year the Board of Directors will appoint a committee of Owners to plan and recommend an annual program of FLORAL PLANTINGS at Pebble Shores. (soo Rule #11.2)

1. The annual Floral Planting Plan for the next calendar year must be prepared prior to November 1st to be included in the Association's annual budget.
2. The committee's recommendations may include the use of flowering shrubs and ground covers in addition to annual and perennial flowers.
3. All planting, care and maintenance will be provided by the Association's Landscaping Contractor.

**Jurisdiction & Authority:** The Board of Directors retains the jurisdiction & authority to (at any time and without notice) maintain, Install, remove, or move any plants, plantings or landscape materials or structures within the common elements.

## **PROCEDURE for INSTALLATION of WINDOW FILM**

Owners at Pebble Shores may have SOLAR or SECURITY Window Film installed on the windows of their Unit(s). (see Rule #8.3)

### **Conditions:**

1. Owners must contact the Board of Directors or Condominium Manager to obtain written permission Prior to installation of Solar or Security Window Film.
2. The Window Film must comply with specifications on file at the office of the Condominium Manager.
3. The Board of Directors retains full jurisdiction regarding any and all Window Film installations.
4. The Board of Directors will require Owners to modify or remove any Window Film which is not in compliance.
5. The Board of Directors may revoke or rescind its approval previously given upon signs of blister, cracks, or edge peel of the window film.

## **PROCEDURE for UNATTENDED PERSONAL PROPERTY WITHIN THE COMMON ELEMENTS**

Pebble Shores Documents and Rules & Regulations prohibit Owners or other Residents from storing or abandoning personal property anywhere within the common elements of the Condominium. (see Rule 3.4.e) Any such unattended personal property will be subject to the following:

**Authorization:** The Board authorizes the Condominium's Management Company to remove unattended personal property from the Condominium:

1. Each item shall be identified as to where it was found and the date of removal.
2. Owners or other Residents may reclaim their unattended personal property, which has been removed by the Manager, by providing ownership identification satisfactory to the Management Company.
3. To provide opportunity for items to be reclaimed, each item shall be held in storage for at least 30 days. After 30 days the property shall be disposed of in a manner as determined by the Management Company.
4. The Board authorizes the Management Company to charge the owner of unattended property an administrative & storage fee (reclaim fee) of up to \$50.00 per item.

### **Definitions:**

Common Elements: The portions of the Condominium Property which are not included in the Unit." (Declaration #3.9)

Unattended Personal Property: Personal property items found unattended within the common elements including, but not limited to: sports equipment, bicycles, garbage/refuse, garden hoses, statues, decorations, toys, potted plants and furniture.

## **Responsibility for Property Maintenance, Replacement and Repairs**

Unit Owners are responsible to maintain and repair any property within the designated boundaries of their Unit. The related costs fall to the Unit Owners. The boundaries of a Unit are the undecorated ceiling, perimeter walls, and floor surfaces. Everything internal to these surfaces, including nonstructural interior walls and doors, belongs to the Unit Owner. This includes such items as cabinets, sinks, toilets, showers/tubs, floor coverings, electrical fixtures and outlets, wall and window treatments, appliances and furnishings, window glass and screening, and interior doors, including the lanai sliding door. Wiring and plumbing property that exclusively service a Unit are the sole responsibility of the applicable Unit Owner even if those services are not included within the boundaries of the Unit. HVAC equipment, lines, ducts, and pads are also the responsibility of the Unit Owner. Hurricane shutters and exterior screen entrance doors are options that may be installed at the Unit Owner's expense. However, if these become damaged or unsightly, the Unit Owner is responsible to replace them with an approved model or remove them entirely. Cleaning of HVAC and dryer ductwork as well as sink and toilet drains serving the Unit are the responsibility of Unit Owners. Unit lanais, HVAC compressor pads, and carport designated parking spaces are considered to be Limited Common Elements and as such fall under the oversight and regulation of the Association. The expense of radon mitigation, if necessary, falls to the Unit Owners. Pre-approval is required for structural changes to the Unit or Limited Common Elements.

The Association is responsible for all maintenance, repairs, and replacements in or to the Common Elements and the cost and expense thereof shall be charged as a Common Expense, except to the extent arising from negligence, misuse or neglect of specific Unit Owners, their lessees, or guests. Attic, subfloor, and perimeter wall spaces shall be considered as Common Elements in respect to maintenance, repair, and the costs related thereto. Piping and electrical wiring in these spaces that service the Common Elements or more than one Unit, as well as the drywall beneath the decorated surface of perimeter walls shall also be considered as the responsibility of the Association unless there is negligence or misuse on the part of the Unit occupants. Cable, security, and telephone wiring also fall to the Unit Owners. All exterior surfaces of buildings (including the exterior surface of Unit entrance doors), roofs, stairs, balconies and landings, carports, roadways, irrigation systems, plantings and landscaping, exterior lighting fixtures, and all clubhouse, pool, and lake property are clearly the responsibility of the Association. Changing light bulbs on balcony lights by Unit entrance doors is the responsibility of the Unit Owners. These lighting fixtures may not be replaced or modified without approval of the Board.

Maintenance, repairs, and replacement of property and equipment should be performed by competent persons, preferably licensed and insured professionals.

The Board of Directors may grant exceptions to these stipulations in very unusual circumstances.

These Guidelines were developed by the 2016 Buildings and Grounds Committee to advise the Board of Directors in interpreting the Documents of the Pebble Shores Condominium Association regarding responsibility for the maintenance, replacement, and repair of property. The Committee's interpretation does not carry the opinion of legal counsel. The effective date for implementation is March 1, 2016.