

# Pebble Shores

## ***RULES REGULATIONS 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**  
**PEBBLE SHORES**

**INTRODUCTION**

These Rules, Regulations & Guidelines are based upon and supplement those contained in Chapter 718 of the Florida Statutes, the Declaration of Condominium for Pebble Shores, the Articles of Incorporation, and the By-Laws for Pebble Shores Condominium Association, Inc. 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. An owner may occupy the owner's unit with their family, which may include a spouse or significant other, children, parents, brothers, sisters and grandchildren.

1.2 **LESSEE:** A Lessee (sometimes referred to as Renter) is the person or 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. A person occupying a unit without the unit owner or a member of his family being present for a period of more than one (1) month shall also be deemed a lessee and required to comply with the leasing provisions contained in Section 19.8 of the Declaration.

1.3 **GUEST:** Guests are persons who are on the premises of Pebble Shores condominium at the specific invitation of the Owner or Lessee and have a principal residence other than the Unit.

- 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. A registration form will be developed by the Management Company that will be used for extended stay guests and any other occupants whenever the guest or occupant is not currently on our rolls (e.g.: grownup children of owners and lessees).
- b. **HOUSE GUEST:** House guests are persons who stay at a Unit with an Owner or Lessee for at least 24 hours and may remain, as a house guest, for up to 30 days or 1 month.

House guests who remain for more than 30 days or 1 month are considered to be residents and must be registered with the Association by the Owner or Lessee occupying the unit. These guests must complete an Application for Residency obtained from the management company.

- 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 or condominium) 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, lanai 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 after that owner has owned the unit for at least two years (subject to certain exceptions). The minimum lease term is 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. The maximum term of lease is 1 calendar year, or 12 consecutive months.

- a. Owners intending to lease their unit(s) must provide the Board, 10 days before the start of the proposed lease, with the following:
  - I. A completed Application for Lease Approval using the forms provided by the Association.
  - II. An executed, signed copy of the proposed lease.
  - III. An Application fee in such amount as shall be determined by the Board consistent with Florida Law.
  - IV. Any additional information deemed necessary by the Board.
- b. The Board will respond with written approval or disapproval. If disapproved, the reason will be included in the notice of disapproval.

- c. 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.
- d. All owners that obtained title to their unit after January 30, 2018, may not lease (rent) their unit until the unit has been owned by that unit owner for TWO (2) years.

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.

- a. No such guest shall sublease the Unit or permit it to be used by any other guest.
- b. 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.
- c. All Guests are subject to the provisions of the Association's governing documents, including its Declaration.

### **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 these areas

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.

- 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.

- 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 guidelines)
- b. 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 shall furnish the Association with the names(s) of that firm or individual.

3.11 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.

- a. No unit owner, his/her family, agent, visitors, lessees, guests or pets shall make noises, which may be considered a nuisance as determined by the Board of Director. 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.
- b. The Board of Directors has determined that televisions on lanais or patios present a nuisance to surrounding residents or occupants and, therefore, no televisions are permitted to be used on a Lanai or patio.
- c. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated on the common elements outside of a Unit unless headphones are used to listen to the equipment, such use occurs between 7 AM and 10 PM, and such use does not otherwise conflict with the provisions of the governing documents including these Rules and Regulations.

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 so that it may obtain access to the unit during reasonable hours, when necessary for maintenance, repair or replacement of the common elements, any portion of unit to be maintained by the Association, or as necessary to prevent damage to the common elements or a unit. 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 Smoking of cigarettes and other tobacco products is prohibited on lanais or in the Common Elements, including limited common elements, if 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 as such use is not a proper use of the condominium property.

3.20 All owners are responsible for the conduct of the members of their family, unit occupants, tenants, guests or invitees. A unit owner is responsible for the cost of any damage caused to the condominium property, which is not covered by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the governing documents of a unit owner, the members of his or her family, unit occupants, tenants, guests or invitees.

3.21 No person riding a bike, roller skates, roller blades, skate board, or riding in or by means of any coaster, toy vehicle or other similar device may enter into the pool and spa deck area. Any person operating any of the foregoing devices must comply with applicable bicycle regulations and other such laws outlined in the Florida Statutes as then in effect.

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 and in such event, the product shall be safely stored.

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 in the same condition as was prior to its' use.

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

4.6 The Clubhouse is open for use between the hours of 7:00 AM and 10:00 PM seven days a week. Activities in the Clubhouse must be concluded by 10:00 p.m.

4.7 Smoking is prohibited in the Clubhouse.

4.8 Pets are prohibited in the Clubhouse

4.9 Persons in bathing suits are prohibited the Clubhouse without a coverup on.

##### POOL AND SPA:

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

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

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

4.13 All persons must shower before entering the pool.

4.14 Individuals that are not proficient swimmers may not use the community swimming pool without the supervision of an adult that is proficient in swimming.

4.15 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.

4.16 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.

4.17 Smoking is prohibited in the pool area.

4.18 Towels must be placed on chair or lounge if tanning or body oils are being used.

4.19 Bicycles, roller skates, roller blades, skate boards, coasters, toy vehicles or other similar devices are prohibited in the pool and deck area.

4.20 Pool furniture cannot be saved or reserved.

4.21 Pets are prohibited in the pool, spa and deck area.

4.22 Unit owners are responsible for all actions of their guests and lessees. Unit owners and lessees are responsible for all actions of their guests.

4.23 Incontinent individuals, including non-toilet trained children, shall not be allowed in the pool without waterproof pants.

4.24 Chairs and lounges are not to be removed from the pool and spa area or submerged in the pool or spa.

4.25 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.

5.2 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 that other owner's 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.

- a. Commercial vehicles are identified as having one (1) or more of the following descriptions:
  - I. The vehicle does not have windows on all passenger sides of vehicle (including windows on the right side and left side of back seat).
  - II. The vehicle does not have passenger seats.
  - III. 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 installed by the Association, which are 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 except as required to be permitted under federal regulations. 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 being disposed of must be placed in a plastic bag, securely tied and placed inside the dumpsters provided. All other trash shall also be placed within the dumpsters provided.

10.2 Items placed in recycle bins MUST be LOOSE and NOT BAGGED.

## **11. FLOWERS & PLANTS**

11.1 Plantings at the unit entrance are limited to one flower pot, at each unit, on the entrance sidewalk or entrance balcony and such plantings must receive the prior written approval of the Association as outlined in the Declaration. (This is an approved exception within #3.9). The 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 or 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.

11.3. Owners wanting to plant flowering shrubs must adhere to the Architectural/Landscape Modification Guidelines, which may be obtained from the Association's property manager. (also see Guidelines)

## **12. PETS**

12.1 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, domestic cats, caged birds or one (1) fish tank not to exceed 55 gallons as long as the pet is not maintained for commercial purposes. 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 as such sound is deemed a nuisance by the Board.

12.2 No unit owner or occupant may house a pet which is a nuisance or annoyance to any other unit owner or occupant. If a pet is determined to be a nuisance or annoyance to other unit owners or occupants, such Pet is subject to removal by the Association at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

12.3 Pet owners or any person walking an animal or pet on condominium property must pick up that animal's waste and dispose of such waste appropriately.

12.4 All pets, including cats, must be on a leash at all times when outside the Residential Unit.

12.5 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.

A unit 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)

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

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

12.8 Violation of any of these provisions will entitle the association to all of its rights and remedies allowed for under the Declaration, including, but not limited to, the right to fine Owners and/or require the pet to be permanently removed from the condominium property.

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

13.1 Each unit owner and every occupant of a unit 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. In any proceeding arising out of an alleged failure of a unit owner to the Association's governing documents, as the same may be amended from time to time, the Association, as prevailing party, may recover the costs of the proceeding along with its reasonable attorney's fees.

13.2 In addition to all other remedies, the Board of Directors of the Association may levy a fine upon the 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:

- a. 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 a hearing at which time the owner or occupant may present reasons why a fine should not be imposed. Notice shall be provided not less than fourteen (14) days before the hearing.
- b. HEARING: At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy and enforce same. 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.
- c. AMOUNT: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's Declaration, By-Laws and by the Florida Condominium Act.
- d. PAYMENT OF FINES: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- e. APPLICATION OF FINES: All monies received from fines shall be allocated as directed by the Board of Directors.
- f. 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.
- g. 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**  
**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.

The Board of Directors must approve any screen door installation in writing in advance of installation. The Board periodically reviews installations and will require Owners to modify or remove doors which were not approved by the Association and/or are not in compliance with the foregoing guidelines for screen doors. 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 may appoint a committee of Owners to plan and recommend an annual program of FLORAL PLANTINGS at Pebble Shores. (See 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.
4. Owners wanting to plant flowering shrubs in addition to those planted by the Association must receive prior written approval from the Association in order to proceed with such work as outlined in Section 11.1 of the Declaration.

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 subject to the restrictions contained in the Declaration.

**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 will require Owners to modify or remove any Window
4. Film which is not in compliance with the aforementioned standards or for which prior written approval was not obtained from the Association.
5. The Board of Directors conditions any installation on the prompt repair and/or replacement of any window film upon such film exhibiting 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 it 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 common elements.

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 deemed abandoned and 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 any addition, alteration or improvement in or 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 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, and, when a third-party service or company is engaged, such work shall be performed by licensed and insured professionals.

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