

ARCHITECTURAL REVIEW COMMITTEE (ARC) STANDARDS  
FOR NAPLES LAKES COUNTRY CLUB

1.01 ARCHITECTURAL REVIEW COMMITTEE (“ARC”)

The architectural review and control functions of the Association (“Naples Lakes Country Club HOA, Inc”) shall be administered and performed by the ARC, which shall consist of up to seven (7) Committee Members. The ARC may have up to three (3) outside Committee Members who need not be Owners. All of the Committee Members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association (hereafter known as the “Board”). A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, provided that at least three members of those constituting a quorum are Owners, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any mid-term vacancy occurring on the ARC shall be filled by Board appointment. The terms of ARC members shall be in accordance with the policies and procedures established by the Board.

A. Definitions

1. “Declaration” refers to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Naples Lakes Country Club.
2. “Plot” means an Owner’s measured piece or parcel of land.
3. Refer to Article I of the third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Naples Lakes Country Club for a definition of the other terms described hereto.

B. The ARC shall have the following powers and duties:

1. To recommend, from time to time, to the Board, the adoption of modifications or amendments to the Architectural Standards. The Standards for any item not contained in the written Architectural Standards shall be whatever already physically exists within the Community (“Naples Lakes Country Club HOA, Inc”) for such an item unless and until such item is added to the written Architectural Standards. If any item does not already exist within the Community and is not contained in the written Architectural Standards, then such item may not be used or placed within the Community unless and until such item is added to the written Architectural Standards. Any modification or amendment to the Architectural Standards shall be consistent with the provisions of the Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed and at which a quorum is present. Notice of the adopted modification or amendment to the Architectural Standards, including a verbatim copy of such modification or amendment, shall be delivered to each MemberOwner. However, receipt of notice of a Board Meeting concerning the Architectural Standards or of a copy of any adopted modification or amendment to

the Architectural Standards shall not affect the validity of such adopted modification or amendment.

2. To require submission to the ARC for its approval or rejection, a complete set of all plans and specifications for any improvement, modification, or addition of any kind or any other work which in any way alters the exterior appearance of any structure, parcel or Common area, including, without limitation, to any building, fence, wall, swimming pool, driveway, enclosure, sewer, drain disposal system, landscaping, exterior lighting, or other improvement, the construction or placement of which is proposed upon the Plot. The ARC may also require submission of samples of building materials proposed for use in any Residential ~~Unit, and~~ Unit and may require such additional information as may reasonably be necessary to completely evaluate the proposed improvement, modification or addition in accordance with the Declaration and the Architectural Standards. All requests for improvement, modification, or addition shall be submitted using an ARC Request form, as promulgated from time to time by the ARC.
3. To submit, in writing, all decisions of the ARC to the Board and maintain as an official record for the Association. Any Owner aggrieved by a decision of the ARC relative to any improvement, modification, or addition shall have the right to make a written request to the Board within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall be final and binding.
4. To evaluate submissions for improvement, modification, or addition. This evaluation relates to matters of judgments and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a proposed improvement, modification, or addition might meet individual criteria delineated in the Architectural Standards and still not receive approval if, in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an ARC Request for one proposed improvement, modification or addition shall not be construed as creating any obligation on the part of the ARC to approve ARC requests involving similar design for proposed improvements, modification or additions pertaining to different Plots. See also Section 1.02(g).
5. To demand that if any Owner alters the approved ARC Request without prior approval of the ARC of such alteration, the Owner shall be required to restore the alteration to comply with the ARC Request originally approved by the ARC within a reasonable period of time, and shall bear all costs and expenses of such restoration, including costs and reasonable attorney fees of the Association and the ARC. The Board shall have the authority and standing on behalf of the Association and the ARC to enforce in courts of competent jurisdiction its decisions and decisions of the Association and the ARC.
6. To require any Owner making or causing to be made any proposed improvement, modification, or addition to the Plot, to hold the ARC, Association and all other

Owners harmless from any liability, damage to the Plot, and expenses arising from the construction and installation of any proposed improvement, modification, or addition, ~~and Further, to~~ require the Owner to be solely responsible for the maintenance, repair and insurance of any improvement, modification, or addition, and for assuring that the proposed improvement, modification, or addition meets with all applicable governmental approvals, rules, and regulations.

7. To adopt a schedule of reasonable fees from time to time at the discretion of the Board for processing requests for ARC approval. Such fees, if any, shall be payable to the Association at the time an ARC Request is submitted.
8. To adopt a procedure for inspecting approved improvements, modifications or additions during and after construction to ensure conformity with approved plans.
9. To engage the services of professionals for compensation, subject to approval by the Board, for the purpose of aiding the ARC in carrying out its functions. Committee Members of the ARC shall receive no compensation for services rendered, other than reimbursement for reasonable expenses incurred by them in the performance of their duties.
10. To grant variances from the Architectural Standards upon a majority vote of the ARC at which a quorum is present.

C. The ARC shall approve or reject an ARC Request and all supporting information for a proposed improvement, modification, or addition within thirty (30) days after submission. If the ARC Request is not approved or denied within such period, it shall be deemed ~~rejected~~approved. All ARC Requests shall be submitted to the ARC and contain the following information:

1. Required Building Plan Information:

- a. Residence floor plan
- b. Building elevations
- c. Materials and colors proposed for exterior walls, roof, and driveway.

2. Required Site Plan Information:

- a. Plot Plan
- b. Phone
- c. Address
- d. Date
- e. Name
- f. Building location with dimensions to property lines
- g. Drives, walks, walls, pools and enclosures, and terraces ~~and docks~~
- h. Areas to be grassed and irrigated; type of grass planted
- i. Irrigation system design
- j. Landscape planting plan

(i). The Board reserves the right to alter submittal requirements from time to time in accordance with needs that arise from requests outside the scope of the Architectural Standards.

k. Any and all additional lighting

D. Owner must notify ARC and HOA Manager of any installation of temporary tarp, wood, or coverings with details of material, color and duration of use.

## 1.02 ARCHITECTURAL AND AESTHETIC CONTROL

- A. The Association may establish, and from time to time modify, standards for the control and design of all structures and other work within the Community.
- B. Subject to, but not limited by, the Use Restrictions of Article VIII of the Declaration, the Association hereby seeks input from the ARC.
- C. No building, structure, enclosure, or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, parcel, or Common Area, be made, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same, have been submitted to and approved in writing by the Village Association and/or the ARC. Improvements, modifications, or additions which are specifically subject to architectural approval include, without limitation, the construction of structures on a Plot and the painting or alteration of a dwelling (including doors, windows, roof), installation of solar collectors or other devices, construction of fountains, swimming pools, Jacuzzis, addition of awnings, shelters, gates, flower boxes, shelves, and statues. To comply with the Architectural Standards, each Owner or Village Association shall, prior to the commencement of any construction, submit in sequence to the Association the following materials: (i) a "preliminary concept plan" which shall include schematic site plans, floor plans and exterior elevations and materials; (ii) "design proposals" which shall include more detailed building and site plans and specifications sufficient and definite in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications: which shall be a true extension of the preliminary concept plan and design proposals, including a sealed plot plan, in detail and to scale. The ARC shall, in writing, within thirty (30) days, after receipt of each required submittal which it deems complete, approve or reject such plans, proposals, and specifications as required above. If no written notice is sent by the ARC within thirty (30) days, the submittal shall be deemed rejected approved. After approval, any change in location, plot plan, exterior color, or exterior material must be re-submitted for approval. Failure to obtain approval from the Village Association and/or the ARC of all such plans, proposals, specifications, and plot plan prior to the commencement of any construction shall be deemed a material breach hereof and the ARC shall then have the right, in addition to any other rights permitted by law or in equity, to proceed in the courts to obtain a

mandatory injunction requiring any construction done without said approval to be torn down or removed forthwith.

- D. The approval, rejection, or withholding of any approval by the ARC of the plans, proposals and specifications, and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination by the ARC that any building, plumbing, electrical code, or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of the ARC relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. —Each Owner shall be responsible for obtaining all necessary technical data and for making application to and obtaining proper permitting from Collier County and any other appropriate governmental agencies prior to commencement of any work or construction.
- E. The ARC shall have no duty, responsibility, nor liability to an Owner or any other persons whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The ARC may reject plans, proposals, and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The ARC's decision to approve, reject, or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design including color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) ARC'S design and construction standards; (v) the Master Development Plan; and/or (vi) any other materials and relevant factors.
- F. The ARC nor their respective successors or assignees shall be liable for damages to anyone submitting plans to them for approval, or to an Owner affected by this Architectural Standard, by mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or rejection to approve any such plans and specifications. Every Owner who submits plans for approval agrees, by submission of such plans or specifications, that he will not bring any action or suit against the ARC or Association to recover any such damages.
- G. No decision of the ARC shall be deemed to construe any future decision. The ARC, at its sole discretion, may choose to reject a submission that has been previously approved elsewhere in the ~~community~~Community. See Section 1.01B(4) and 101E for additional information.

### 1.03 AIR CONDITIONERS

~~No window or wall air conditioning units shall be permitted.~~ Wall mounted splits units (Heat Pumps) may be installed on garage walls provided that they do not have a base mounting height that exceeds 24 inches above grade. Approved units must be screened from neighbors and street view with plant materials approved by the ARC.

**1.04 ANTENNAS AND OTHER DEVICES**

- A. No exterior radio or television antenna, antenna poles or towers, satellite television reception devices (satellite dish), electronic devices, citizen band (CB) or amateur band (HAM) antennas, or other receiver transmitting device or similar exterior structure, or apparatus shall be permitted unless approved in writing by the ARC.
- B. Upon ARC approval, an Owner may install a satellite dish provided the satellite dish complies with size, depth and location as approved by the ARC.
- C. It is the intent of this provision to protect Owners from unreasonable interference with television reception, electronic devices, and the operation of home appliances caused by the operation of HAM Radios, CB radios, and other high-powered broadcasting equipment.

**1.05 CLOTHESLINES**

- A. Clotheslines, although allowed, must be temporary and removed when not in use.
- B. Clotheslines must be in the rear of the property and not visible from the street.

**1.06 COLORS**

- A. ~~The ARC and Association have a Paint Book which displays the approved exterior paint colors for the Community.~~ Changes to the exterior paint color must be approved in writing by the ARC prior to painting.
  - 1. The ARC may request that a small color sample be painted on the exterior of the Residential Unit prior to approval.
  - 2. Owners may submit exterior paint samples that are not already approved for consideration by the ARC. In this case, the Owner must provide two (2) sets of samples.
  - 3. No two (2) single-family homes, side by side, may be painted with the same exterior paint scheme.
  - 4. All requested exterior paint must coordinate with existing hurricane/storm protection on the Residential Unit.
- B. No exterior colors on any structure shall be permitted that, in the judgment of the ARC, would be inharmonious, discordant, or incongruous with Naples Lakes.

**1.07 DRIVEWAYS AND PARKING**

- A. Only the number of motor vehicles exceeding occupied garage space shall be parked in the driveway.
- B. Owners shall park their motor vehicle(s) only in their garage, in the driveway servicing the Residential Unit, or in an appropriate parking space as determined by the Association or Village Association.

- C. Recreational vehicles, including but not limited to boats, watercraft, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, commercial vehicles of any type, moving vans, campers, motorized campers, motorized go-carts or any other related transportation device may only be stored outside any Residential Unit a maximum of eight (8) hours, but not overnight, ~~unless fully garaged~~. No recreation vehicle shall be parked on any portion of the Common Area or Limited Common Area.
- D. Vehicles shall not block sidewalks, bike paths, or cart paths. Parking by an Owner, Owner's immediate family member, guest, or lessee within the street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof.

#### 1.08 DWELLING ROOFS

All roofing material(s) must be approved by the ARC. The type of material proposed for the roof must be included in the plans submitted to the ARC for approval. Asphalt roofs or materials of a similar nature are not allowed.

#### 1.09 ELECTRONIC MONITORING SYSTEMS

In order to preserve the tranquility and peacefulness for the Owners, no audible siren, horn, bell, klaxon, or other noise-making device shall be permitted in connection with an electronic monitoring or alarm system unless such device is equipped with an automatic shut-off mechanism. All electronic monitoring or alarm systems shall provide for electronic notice to a central station.

#### 1.10 ENCLOSURES AND POOLS

- A. All enclosures, including spa, hot tub, and swimming pool enclosures (screened or otherwise), shall be constructed and maintained with compatible design, color, and material as the Plot for which it utilized. All screen enclosures shall be mansard style design. No flat screen enclosures are permitted, unless part of an approved mansard screen enclosure. The sloped portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the Plot to which it is attached. -Bronze is the only allowable color for any enclosure and structural framework.
- B. The location of all swimming pools, enclosures, and screens must be approved by the ARC, in writing, prior to construction or re-construction. All plans shall be submitted in accordance with these Standards. Refer to Section 1.30 Swimming Pools for additional information. ~~A warranty bond in the value of \$20,000 must be submitted with any private pool and lanai area. The bond shall name the Association as covered.~~
- C. All enclosures of any type shall be required to be reviewed by the ARC prior to installation.
- D. Modifications to an Owner's pool lanai area require approval from the ARC prior to commencement.

### 1.11 ENTRY RIGHTS

- A. Each Owner shall permit the Association, any employee of the Association, and Committee Members of the ARC to enter upon Common Areas and upon the Owner's Plot at reasonable times, to carry out the provisions of this Standard, and the same shall not constitute a trespass.
- B. Any damage arising from the entry to a Common Area across a privately owned Plot shall be repaired/replaced to its original condition by the Owner.

### 1.12 EXTERIOR LIGHTING

- A. All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the ARC prior to installation.
- B. Except as may be installed by the Association, no spotlights, seasonal and special effect or neon lights, floodlights, landscape lights, pool lights, security lights or high intensity lights shall be placed or utilized upon any Residential Unit or Plot in any way which will allow light to be reflected on any other Residential Unit or the improvements thereon or upon the Common Area, Limited Common Area or any part thereof without prior written approval of the ARC. Time clocks or other controls shall be used whenever possible.

### 1.13 EXTERIOR MAINTENANCE

To ensure a continuity of first-class appearance within the community, the exterior of all Residential Units (including both roofs and driveways) shall be maintained and periodically cleaned. Residential Units will be inspected no less than annually by the ARC for signs excess mold and dirt. Owners deemed by the ARC to be out of compliance will be required to correct the condition within a specified period of time.

### 1.14 FLAGS AND FLAG-POLES

- ~~A. A flag pole for display of the American flag shall be allowed if first approved by the ARC.~~
  - ~~B. An approved flag pole/flagpole shall not be used as an antenna.~~
  - ~~C. Sports/Team flags shall only be allowed to be on display during the time of the sporting event.~~
- Only flags permitted by F.S. 720.304 are allowed. These include the United States flag, the official flag of the State of Florida, the official flags of the United States Armed Forces, and the POW-MIA flag. However, sports/team flags may be displayed, but only for the duration of the sporting event.

### 1.15 FUEL STORAGE TANKS

- A. The Association may maintain storage tanks for maintenance needs.
- B. No underground fuel or gas storage tanks shall be permitted on a Plot.



- C. Underground fuel or gas storage tanks may not be buried on a Plot.
- D. An Owner may keep and maintain small gas tanks for gas barbeques, fireplaces, and hot tubs, provided they are maintained in accordance with the Architectural Standards, as well as the laws of Collier County and the State of Florida.

#### 1.16 GARAGES

- A. No garage shall be erected which is separated from the Residential Unit.
- B. Each Residential Unit shall have a garage which accommodates no less than one automobile.
- C. All garage doors shall include an automatic closing device ~~and remain closed except when motor vehicles are entering or leaving the garage.~~
- D. Repair of vehicles shall be permitted only inside the garage.
- E. All garage doors shall be kept closed when not in use.
- F. No garage may be converted to living space, an office or workshop.
- G. Carports shall not be permitted.
- H. With prior ARC approval, a garage door fan(s) and/or vent(s) may be installed to reduce garage temperatures, decrease garage humidity, and remove accumulated gases from charging golf carts.
  - 1. The noise level of the fans shall be 47 decibels or less when running.
  - 2. The exterior exposed portions of the fan(s) and/or vent(s) must be painted to match the existing garage door color. Refer to Section 1.03 Air Conditioners.

#### 1.17 GARBAGE

- A. No garbage container, including but not limited to trash and recycle bins, shall be placed curbside prior to 6 p.m. the evening before the scheduled pick-up, and the container shall be removed by 7 p.m. the evening of the scheduled pick-up. Owners are responsible for any blown debris generated from the placement of curbside pickup materials.
- B. Trash, garbage, and other waste shall be kept only in sanitary containers, which shall be kept in a clean and sanitary condition, kept inside the garage or other suitable interior areas, except when out for pick-up.
- C. No incinerator or any outdoor burning shall be permitted.
- D. No lot shall be used as a dumping ground for rubbish, trash, garbage, and other waste matter.

#### 1.18 GENERATORS

- A. Portable generators may be used on a temporary basis if power is interrupted for an extended period ~~of time.~~

- B. Portable generators may only be used between the hours of 7 a.m. and 10 p.m. other than in the event of a complete power outage.
- C. Portable generators shall never be used indoors, including inside a garage, parking garage or partially enclosed area due to the potential for carbon monoxide poisoning.
- D. Per Collier County Code, generators shall be no closer than fifty (50) feet from a neighbor and no more than fifty-five (55) decibels in sound.

**1.19 HEALTH AND SAFETY HAZARDS**

Any condition which is deemed by the Association to be a hazard to public health or safety must be corrected immediately as an emergency matter and the cost thereof shall be charged to the responsible Owner. Payment may be enforced by a lien against the Plot with the same force and effect as if the charge were part of the Association's assessments.

**1.20 HURRICANE/STORM PROTECTION**

- A. Storm impact and panel shutters shall comply with all governmental guidelines and shall be approved by the ARC prior to installation.
- B. Reference Exhibit C (Hurricane/Storm Protection Standards for Naples Lakes Country Club) for additional Standards.

**1.21 LANDSCAPING AND LAWN ART**

- A. Any and all landscaping additions and replacements shall be reviewed by the ARC in accordance with the Approved Plant List (Exhibit A) prior to installation.
- B. Minimum requirements for submittal shall include:
  - 1. Plot Plan
  - 2. Plant List
  - 3. Drawings indicating existing and proposed plant material.
- C. No stone, gravel or paving of any type shall be used as a lawn unless approved as part of the final landscape plan.
- D. St. Augustine grass is the only approved type of grass which may be installed in the residential areas of the Community.
- E. Should the irrigation system at a Residential Unit need to be modified as a result of landscaping, the Owner is responsible for the cost of such modification.
- F. Seasonal plantings (annuals) shall be pulled, and lawn art removed in those cases where the Owner does not live in residence for the summer.

- G. The Installation of lawn art (including tchotchkes), benches, and fountains must be approved in writing by the ARC prior to installation.
- H. Lanais shall be kept free of weeds.
- I. Groundcover (e.g., wood chips, mulch, pine straw) must be installed and maintained by the Owner/Village Association.
  - 1. Decorative stone or gravel may be used as a ground cover to border ~~existing lawns, walks, and planting flower beds,~~ provided that they not exceed but no more than eighteen (18) inches in width and are edged by rigid strips separating stone or gravel from lawns. may be used as the border. Tan, grey, or black are the only acceptable colors and stones must be a minimum of ¾ inches and a maximum of 2 inches in diameter. The stone and project must be approved by the ARC prior to commencement.
- J. Reference Exhibit E (Tree Removal, Relocation and Replacement Standards for Naples Lakes Country Club) for additional Standards.

#### 1.22 MAILBOXES AND MAILBOX PLANTINGS

- A. No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar materials shall be erected on any Plot other than that approved by the Association.
- B. The approved mailbox standard for single-family and estate homes is gloss black or satin black and with high gloss finish, ~~along with Robin's egg blue or white speckles.~~ Mailboxes in the multi-family villages may be repainted to match the original mailbox color, postal gray, or to match the existing exterior body color of the buildings. If the exterior body color of the buildings were to change, the mailboxes must be repainted to postal gray or to match the new exterior body color.
  - 1. Preparation, priming, and new address labeling are a required part of the repainting and/or refurbishing process.
- C. All mailboxes and poles must be kept in good condition and must be replaced or refurbished if discolored or rusty.
- D. Only the use of reflective address numbers on the door of the mailbox is allowed. Address numbers are not allowed on the sides of the mailbox. Reflective numbers shall be ~~1-¼ inches~~ in height and be white or off-white in color. No decals, reflectors, reflective tape, or other attachments are allowed on the mailbox or mailbox supports.
- E. Any and all plantings by mailboxes must be approved by the ARC prior to planting and must comply with the list of approved plantings described in Exhibit A (Approved Plant List for Naples Lakes Country Club).
- F. Mailbox plantings may not exceed a height of the bottom of the mailbox on the front, left, and right sides. On the back side of the mailbox, the height shall not exceed the top of the mailbox post. The width shall not exceed four (4) feet and shall not protrude over the curb

or sidewalk. Owners are required to maintain these limitations year-round, and shall make their own arrangements to do so, even during their absence.

G. The use of decorative stone around the mailbox pole is not allowed.

H. Mailbox decorations used to celebrate a holiday may only be installed for a period of two (2) weeks, except for the holiday season beginning December 1<sup>st</sup> and ending January 1<sup>st</sup> of each year. Holiday lights are permitted during this time as well.

### 1.23 NUISANCES

No activity shall be permitted to exist or operate in a Residential Unit or on a Plot which constitutes a nuisance, annoyance, or is detrimental to the Community, the Association or to any other Residential Unit or Owner within Naples Lakes. No obnoxious, unpleasant, or offensive activity shall ~~not~~ be carried on, nor may anything be done, which can be reasonably construed a nuisance, public or private in nature. The determination of a nuisance shall be made by the Association, who may exercise legal action to correct any nuisance, annoyance, or detriment and shall charge the respective Owner the costs of any legal fees incurred which shall be a special assessment on the respective Plot and shall be a continuing lien upon the Plot foregoing. The ARC and the Association reserve the right and the power to determine what activities or use constitutes a nuisance or offensive activity.

### 1.24 OUTDOOR EQUIPMENT AND SERVICE YARDS

All electric meters, swimming pool equipment, air conditioning equipment, heating equipment, and other such outdoor equipment, materials and supplies stored outside shall not be visible from the street or adjacent Plots. Adequate landscaping shall be installed around these facilities so they cannot be visible from adjacent streets or Plots.

### ~~1.25 PETS~~

~~A. Section 5 of Article XI of the Declaration shall be referenced relating to pets.~~

~~B. If, in the opinion of the ARC, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with the pet restrictions, the pet owner, upon written notice, may be fined or required to remove the pet from the Community.~~

~~C. A pet not on a leash shall be deemed a nuisance.~~

~~D. Failure to clean the waste material from a pet shall be deemed a nuisance.~~

~~E. Commercial activities involving pets shall not be allowed.~~

### ~~1.26~~ 1.25 RECREATION EQUIPMENT

All portable basketball courts, backboards, volleyball nets, swing sets, sandboxes, and other outdoor recreational equipment shall be properly maintained and stored in the garage when not in use.

### ~~1.27~~ 1.26 SIDEWALKS

The repair and maintenance of the sidewalks shall be the responsibility of the Association. No engine driven motor vehicle, motorcycle, scooter, or moped shall be used on the sidewalks. Golf carts shall only be driven on the dedicated sidewalks that are 8 feet in width or greater. The Association shall assess an Owner for any and all damages caused by or derived from any activity related to improper use of sidewalks.

**1.281.27 SIGNS**

- A. In accordance with Article XI, Section 6 of the Declaration, no sign, advertisement, or notice of any type, freestanding or otherwise installed, shall be erected or displayed on any Residential Unit, Common Area, Limited Common Area and/or Owner's Plot, unless prior written approval of the size, shape, content and location is obtained from the ARC. The Association may display reasonable and appropriate signs on any portion of the Common Area and/or Limited Common Area for the betterment of the Community.
- B. All signs must conform with governmental codes and regulations and to any master design plans for signs, as established by the Association and the ARC.
- C. Reference Exhibit B (Sign Specification for Naples Lakes Country Club) for additional Standards.

**1.291.28 SOLAR COLLECTORS**

- ~~A. The location of and materials used in the construction of solar collectors shall be approved in writing by the ARC. When a solar collector is used, it shall not be visible in general from any place off the Plot.~~  
Solar collectors are only allowed per F.S. 163.04 which provides for the installation of solar collectors and other renewable energy resources.

**1.301.29 STORAGE AREAS**

- A. No unenclosed storage area shall be permitted.
- B. No enclosed storage area shall be erected which is separate from the Residential Unit.
- C. Storage pods may only be stored outside a Residential Unit a maximum of eight (8) hours but not overnight unless fully garaged.

**1.311.30 SWIMMING POOLS**

Any swimming pool to be constructed on a Plot shall be subject to the requirements of the ARC, which include, but are not limited to, the following:

- A. Composition shall be of material thoroughly tested and accepted by the industry for construction.
- B. Swimming pools, pool decks, and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks.

C. Swimming pools shall not be constructed or erected above ground.

~~D. All pool additions not considered to be routine maintenance shall be covered by a \$20,000 warranty bond prior to ARC approval. For all pool and lanai additions not considered to be routine maintenance, Home Owner shall be required to secure a \$20,000 warranty bond with their contractor, issued by a licensed insurance company, naming the Association as an Additional Insured, proof of which shall be submitted to the ARC prior to approval.~~

~~D.~~

### 1.321.31 UTILITY AND OTHER EASEMENTS

#### A. Utility Easement Areas

1. Within the utility easement areas, no structure, planting, or other material (other than sod), which may interfere with the installation and maintenance of underground utilities, shall be placed or permitted to remain unless such structure, planting or other material was installed and/or approved by the Association.
2. Maintenance of the plantings within a utility easement area on a Plot is the responsibility of the Owner.

#### B. Non-Exclusive Easements

1. All Common Areas are hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association and employees and agents of the Association in order that such employees and agents may carry out their duties on behalf of the Association.
2. Notwithstanding anything else to the contrary set forth herein, the Association reserves the right to grant perpetual non-exclusive easements over the Common Areas for utilities, water, sewer, cable television, drainage, or other purposes for the benefit of certain parcels of land in accordance with the P.U.D. governing the Community. Provided, however, in connection with any such grant of easement, the Owners, Association, or other such entity benefitting from such grant of easement shall pay a pro rata share of the cost of maintaining the Properties subject to the easement based upon the relative use thereof.
3. A non-exclusive easement is hereby granted for ingress and egress over, across and through all streets for access to and from the Community by all Owners.

#### C. Enforcement Easements

Each Owner hereby grants to the Association and the ARC a non-exclusive easement for ingress and egress over the Common Areas and over the Owner's Plot, to enter upon the same at reasonable times to enforce the provisions of the Architectural Standards, and the same shall not constitute a trespass.

#### D. Emergency Right of Entry

In case of any emergency originating in, or threatening any Plot, regardless of whether the Owner is present at the time of such emergency, the Board of Directors, – or any other person authorized by it, shall have the right, but not the obligation, to enter such Plot for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

**1.331.32 UTILITY LINES**

All electric, telephone, cable television, gas, water, sewer, and other utility lines must be installed underground.

**1.341.33 WALLS**

- A. No wall shall be constructed, and no hedge or shrubbery abutting the Plot lines shall be permitted, without prior written approval of the ARC. No wall shall be constructed on any Plot until its height, length, type, design, composition, material, and/or location have been approved in writing by the ARC. The height of any wall shall be measured from the existing property elevations.
- B. No fencing, including chain link fencing, shall be allowed on any Plot.
- C. No walls, hedges, shrubs, or other materials, which materially obstruct the view of a lake, shall be permitted or approved.
- D. Invisible pet fences are allowed but must be approved by the ARC prior to installation.

**1.351.34 WATER MANAGEMENT, DRAINAGE AND CONSERVATION AREA RESTRICTIONS AND MAINTENANCE.**

- A. No structure, planting, or other material (other than installed by the Association), shall in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by the Association to be reserved for, drainage ways, sluice-ways or for the accumulation of runoff waters, as reflected in any Plot or instrument of record, without the specific written permission of the Association.
- B. ~~an An~~ Owner shall ~~in no way not~~ deny or prevent ingress and egress by the Association to any water management and drainage areas for maintenance of landscape purposes. The right of ingress and egress, and easements, therefore, are hereby granted in favor of the Association or any appropriate government or quasi-governmental agency that may reasonably require such ingress and egress and easements. ~~therefore are hereby specifically reserved and created.~~
- C. No Plot shall be increased in size by the filling in of any water retention or drainage areas on which it abuts. –Owners shall not fill, dike and rip-rap, block, divert, or change the established water retention and drainage areas that have been or may be created by easement without the prior consent of the Association. No Owner may draw water for

irrigation or other purposes from any lake, pond or other water management area nor is any boating or swimming in such areas allowed.

- D. The Conservation and Conservation Buffer Easement areas, including but not limited to wetlands and upland buffer areas, may not be altered from their natural condition other than to remove exotic or nuisance vegetation or to provide the utilities and drainage as shown on the Plat. Each Owner of a Plot containing a Conservation Buffer Easement shall retain exclusive use of the Conservation Buffer area, but the Owner may in no way alter such area from its natural state as noted above. —Activities prohibited within the Conservation and Conservation Buffer areas include, but are not limited to, construction or placing of buildings on or above the ground, dumping or placing soils or other substances such as trash, removal or destruction of trees, shrubs or other vegetation, with the exception of exotic vegetation removal, dredging or removal of soil material, diking or fencing, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.
- E. All surface water management systems within Naples Lakes will be the ultimate responsibility of the Association. The Association may enter any Plot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Association.
- F. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction and the Association.

**1.361.35 WELLS AND SEWERS**

- A. No well shall be drilled or installed without the prior written approval of the ARC.
- B. Any wells for irrigation purposes shall have a mineral extraction system capable of preventing discoloration of structures, and the system shall be kept in proper operating condition at all times.
- C. No septic tanks or other collection tanks shall be permitted within the Community.

**1.371.36 WINDOWS AND WINDOW TREATMENTS**

- A. Replacement windows may include high performance low emissivity (Low E) glass. Storm resistant glazing systems, using multiple layers, may only use clear or light grey interlayers.**
- B. All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the ARC.**

**1.381.37 MEMBER COMPLIANCE**



**Pursuant to the Declaration, every Owner, their immediate family member, guest and lessee shall at all times comply with all Bylaws, Covenants, Rules and Regulations, Architectural Standards, and Use Restrictions.**