

## **GRANADA CONDOMINIUMS HOMES II ASSOCIATION**

### **Amended and Restated Rules and Regulations & Boat Slip Agreement (see Section 6.12-7 of Bylaws)**

**Approved by the Board of Directors on August 20, 2020**

- 1) Rules and Regulations:** These condo Rules and Regulations are in addition to the Use Restrictions that are documented on page 17 of the Condo Association Bylaws on file in Collier County Clerk's Office.
- 2) Rentals of Condos:** All rentals need a prior approval from the board of directors. Owners are allowed to rent their units a maximum of 3 leases per year. Each lease must be for a minimum of 1 month. All prospective renters must complete a written rental application to be submitted to the Board of Directors two weeks prior to the start of the lease. The application must be reviewed by the Board of Directors in advance of tenant occupancy. The rental application will include a credit check, a criminal history background check that are paid for by the tenant. It also includes a personal interview with the Board of Directors. Tenants may not sub lease the unit without written Board of Director consent.
- 3) Unreasonable Noise:** For the comfort of all occupants, unnecessary noise shall be avoided. This includes loud talking, TV, radio, stereo, musical instruments, or any noise that is considered to be reasonably too loud or annoying to the occupants of the surrounding units, and/or neighbors in the community.
- 4) Garbage and Recycling Program:** All refuse must be contained in enclosed plastic bags, and the deposited into a garbage bin with a closed lid, and the garbage bins must be placed on the brick paver garbage bin areas. All residents must adhere to the City of Naples Single-Stream Recycling Program, and utilize the City of Naples Recycling bins. Occupants of each condo unit are responsible for bringing the recycling bins out to the street on collection day, and retrieving the recycling bin on the same day after the collection occurs.
- 5) Vehicles & Parking Lots:** All parking spaces are assigned, and there are two (2) parking spots for each unit. Units #1 and #2 are assigned the two parking spots closest to the building. Units #3 and #4 are assigned the two parking spaces closest to the street. Owners and tenants cannot loan out their assigned parking spaces to anyone who does not live at Granada 2. Any violator of the parking policy will have their vehicles towed away at the vehicle owner's expense. There can be no trailers (boat, jet-ski, work trailers) of any kind parked in the lot. There are to be only non-commercial passenger cars, SUV's and pick-up trucks that are used for only personal purposes. No vehicles can have corporate logos or business advertising signs attached to them. No dump trucks are allowed. Florida prohibits vehicles from producing any excessive or unusual noise. Laws require vehicles exhaust systems to be equipped with muffler, manifold pipe, and tailpipe. Florida Statute 316.293 requires motorcycles to have a decibel level of 78 or lower. For cars, the maximum noise level is 72 decibels or lower. The use of a key-fob to lock or unlock a vehicle should not trigger an alarm or horn. Operation of motorized vehicles, scooters, bicycles on common area sidewalks and boardwalk is prohibited.

- 6) Pets:** Residents may have domesticated pets reside at Granada 2, but only after approval of the Association Board of Directors. Permitted animals are Dogs (maximum 2 per unit, not to exceed 35 pounds each, with the exception of guide dogs); domestic Cats (maximum 2 per unit). Residents are allowed an aggregate total of 2 dogs and cats (for example, one cat and one dog, or two cats and no dogs, or 2 dogs and no cats). Each aquarium Fish, Insects, Reptiles, and Amphibians must be confined to a cage or aquarium. All animals must have current rabies vaccine, a valid Collier County license, and comply with Collier County regulations. The Association has a right to rescind an approval for aggressive behavior, the pet being a nuisance, too loud, or the owner not properly caring for the pet and /or not cleaning up pet waste on association property, and/or on neighboring properties. When walking a dog outside, the pet must be on a leash. Each pet owner shall be responsible for the immediate removal and disposal of their pet's body waste. Pets cannot be tethered to the docks, or to outside common areas.
- 7) Walkways and Landscaping:** all walkways and docks must be kept unobstructed. The outside areas must be kept tidy and clean. No excessive potted plants, exterior decoration, or anything else that would detract from the community's appearance and/or make the area a safety hazard. Clothing, linens, bathing suits, may not be hung over the patio walls or in walkways. The association has designed a landscape that is uniform in appearance, and we want to keep it that way. Condo owners are not permitted to plant anything in the common areas.
- 8) Residential Use:** The buildings may be used for residential purposes only. Children shall not play outside without adequate adult supervision, especially around the parking lots and dock areas. All occupants are cautioned that the dock area can be hazardous, and so should caution all visitors. There shall be no business ventures run from any of the units. No signs shall be placed on the exterior of the property. For Sale, or For Lease signs may be used by owners, but must adhere to the City of Naples guidelines for size, style, and quantity.
- 9) Exteriors of Buildings and Lanai Maintenance:** The exteriors of the buildings and the grounds, including Lanais, may not be altered without the written consent of the board of directors. The maintenance and repair costs of Lanais and Porches, including the roof that cover the Lanais and Porches, are the financial responsibility of the condo owners, and not the condo association.
- 10) Occupancy:** Guest and immediate family may occupy a unit in the absence of the unit owner provided that prior written notice of the names and relationships is given to the Association by the owner 7 days in advance of the scheduled occupancy, and provided such occupancy is in compliance with occupancy limits contained in the Association Bylaws. This protects the owner and the condo by preventing unauthorized occupancy, as well as providing information in case of an emergency.
- 11) Violations of Rules and Regulations:** Condo owners (and their condo approved tenants) are subject to a fine of \$100 per day, per violation of the Rules and Regulations. Unpaid fines may result in Special Assessments and interest up to the maximum allowable by law.

**12) Boat & Dock Policy:** The 16 docks that are considered “Limited Common Elements”. Each of the 16 boat slips are permanently assigned to the 16 owners. The boat slip assignee must not make any alterations to the boat slip or dock without specific written consent by the Condo Association.

**Maintenance and Repair of Docks and Pilings:** Owners are financially responsible for repairing any damages that are caused by the owner, tenant, or guests. Necessary repairs will be made by the association and billed to the owner.

**Boat size:** The maximum size boat allowed is 25 feet. Our boats cannot extend more than 24 feet into the canal from our seawall (per City of Naples code: we have 80 foot wide canal, 32 feet is required for the canal centerline boat navigating, and 24 feet is allowed on each side of the canal for boat moorings).

**Boat Registration:** All boats moored at Granada 2 must maintain a valid boat registration with any US State Department of Motor Vehicles in the condo owner’s name (or registered in their approved tenant’s name). No boats will be allowed to moor at Granada 2 slips unless they are approved by the condo board of directors.

**Insurance:** All boats must be insured for hull and have \$100,000 minimum liability insurance. Proof of insurance must be provided to the association annually, or whenever there is a change in boats using the assigned dock slip.

**Live-a-board boats and Sailboats:** Live-a-board boats and Sailboats are not permitted.

**Mooring:** Boat owners are solely responsible for the proper mooring of their vessel. They must maintain their lines in a condition to meet any expected wind and sea conditions. If a vessel owner will be absent for any extended period, particularly during hurricane season, the owner must designate a local person who can take care of their vessel. The boat owner must communicate their designee’s name, address, and phone number to Resort Management,

**Boat Lifts:** may be installed at boat owner’s expense. The owner must obtain a Boat Lift Building Permit with the City of Naples, and they must satisfy all the criteria set forth in the permitting process. Condo owners are responsible for maintenance and repairs of their boat lift. If the boat lift is not properly maintained, then the condo association will make the necessary repairs, and bill the owner. Owners are financially responsible for removing the boat lift if it is obstructing a necessary repair to the docks, pilings, or seawall.

**Walkways and Docks:** No slip assignee may place any furniture, dock boxes, or any impediment on the boardwalk and seawall the runs parallel to the canal.

**Dock Boxes:** Boat owners may install a dock box on their assigned dock. Dock boxes cannot be placed on the seawall or boardwalk. The association has an approved list of dock boxes, Dock boxes

will be installed by the association and billed to the owner. Dock boxes must be kept clean by the boat owner of mold and mildew. No flammable, combustible, or explosive fluids, chemical, firearms, or substance shall be kept at any boat slips or dock boxes, except such that is required for normal vessel usage.

**Commercial Activity:** No commercial activity, including sub-letting boat slips is permitted. No commercial vessels may be moored at the Granada 2 condo boat slips.

**Open Fires or Barbeques:** No open fires or barbeques are permitted on the docks, seawall, or on boats moored in dock slips.

**Boat slip assignments:** The boat slips are permanently assigned to the condos as follows:

1395 Curlew Ave #1 assigned to boat slip # 1  
1395 Curlew Ave #2 assigned to boat slip # 4  
1395 Curlew Ave #3 assigned to boat slip # 3  
1395 Curlew Ave #4 assigned to boat slip # 2  
1405 Curlew Ave #1 assigned to boat slip # 5  
1405 Curlew Ave #2 assigned to boat slip # 8  
1405 Curlew Ave #3 assigned to boat slip # 7  
1405 Curlew Ave #4 assigned to boat slip # 6  
1425 Curlew Ave #1 assigned to boat slip # 9  
1425 Curlew Ave #2 assigned to boat slip # 12  
1425 Curlew Ave #3 assigned to boat slip # 11  
1425 Curlew Ave #4 assigned to boat slip # 10  
1435 Curlew Ave #1 assigned to boat slip # 13  
1435 Curlew Ave #2 assigned to boat slip # 16  
1435 Curlew Ave #3 assigned to boat slip # 15  
1435 Curlew Ave #4 assigned to boat slip # 14

**13) Signatures:** Owner/Tenant has reviewed the rules and regulations of Granada 2, and agree to abide by these rules and regulations.

**Signature of Owner/Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of co-Owner / co-Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of a member of the Board of Directors:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Boat Slip Agreement**

**THE RESIDENT BOAT OWNDER, HERBEY AGREES THAT THE GRANADA HOMES II, INC. ASSOCIATION ASSUMES NO LIABILITY OR RESPONSIBILITY, WHATSOEVER, TO THE BOAT OWNER OR ANY PERSON OR PERSONS CLAIMING BY, THROUGH OR TO THE BOAT OWNER, FOR ANY DAMAGES TO PROPERTY, PERSONAL INJURY OR LOSS OF LIFE, RESULTING, AT ANY TIME, FROM ANY OCCASION ARISING FROM OR RELATED TO THE USE OF THE BOAT SLIP BY THE BOAT OWNER OR ANY PERSON OR PERSONS CLAIMING BY THROUGH OR UNDER THE BOAT OWNER.**

**THIS AGREEMENT MAY BE TERMINATED, WITH OR WITH CAUSE, AT ANY TIME BY THE ASSOCIATION BY SERVING WRITTEN OR ORAL NOTICE TO THE BOAT OWNER NOT LESS THAN FIVE (5) DAY PRIOR TP THE TERMINATION DATE.**

**ALL BOATS MUST BE APPROVED PRIOR TO MOORING THE BOAT IN A SLIP. THIS FORM SHOULD BE UPDATED EACH YEAR, IN ORDER TO CONFIRM THE BOAT OWNER HAS THE BOAT PROPERLY REGISTERED AND INSURED.**

Description of boat:\_\_\_\_\_

Length of boat:\_\_\_\_\_Width\_\_\_\_\_

Registration number:\_\_\_\_\_State\_\_\_\_\_

Registration expiration date: \_\_\_\_\_

Name of boat:\_\_\_\_\_

Registered owners name:\_\_\_\_\_

Local Address of owner:\_\_\_\_\_

Northern Address of owner:\_\_\_\_\_

Telephone number (s) of owner:\_\_\_\_\_

Name of Insurance carrier: \_\_\_\_\_ (must have \$100,000 minimum liability)

Insurance policy period of coverage: \_\_\_\_\_

Insurance proof attached to this form? Yes \_\_\_\_ No \_\_\_\_ (if no proof of coverage the slip cannot be approved)

**SLIP NUMBER ASSIGNED:** \_\_\_\_\_

**Dated this**\_\_\_\_\_ **day of** \_\_\_\_\_ **20**\_\_.

\_\_\_\_\_  
Resident Boat Owner's Signature

\_\_\_\_\_  
Signature President of Board of Directors

(This form must be updated and submitted annually to comply with the proof of insurance requirement)