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1 Definitions

- 1.1 Resident Member: an individual who normally resides within Naples Land Yacht Harbor on a regular or seasonal basis during a calendar year and qualifies as a member pursuant to Section 1.4.2 through 1.4.4 of the By-Laws. This also includes individuals who have an ownership or beneficial interest in a business entity or trust that qualifies as a member pursuant to Section 1.4.2 through 1.4.4 of the By-Laws. (Commonly called a member).
- 1.2 Non-Resident Member: an individual who does not normally reside within Naples Land Yacht Harbor community during a calendar year but has an ownership or beneficial interest in a business entity or trust that qualifies as a member pursuant to Section 1.4.2 through 1.4.4 of the By-Laws.
- 1.3 Permanent Occupant: an individual who does not meet the qualifications of membership as set forth in Section 1.4.2 through 1.4.4 of the By-Laws, nor holds an ownership or beneficial

interest in a business entity or trust that qualifies as a member pursuant to Section 1.4.2 through 1.4.4 of the By-Laws but resides within Naples Land Yacht Harbor community with a Resident Member on a regular or seasonal basis during a calendar year. (Commonly called an Occupant)

2 Residency Requirements

- 2.1 Memberships / Qualifications: To qualify for residency in N.L.Y.H. all prospective members must complete an application, and submit to and pass a background check, purchase a home, sign a lease agreement, and be approved by the Corporation. Prior to, or at the time a deposit is accepted on a home, a photo I.D. and proof of age for each member applicant must be supplied to the office. One of the member applicants must be at least 55 years of age. A second member applicant or occupant must be at least 45 years of age. The information acknowledgement form must be signed indicating the material was received. Prior to issuance of any membership certificates, an interview to explain the materials received and the Park rules and procedures must be completed.
- 2.2 All lots are leased by the Corporation to members. Conditions for leasing are covered by a Lease Agreement. Occupancy per home is limited to no more than two persons and one person must be a member. Any change in occupancy of any home must have the written approval of the Board of Directors or the Membership Committee. Rooms or homes in N.L.Y.H. cannot be rented, subleased or occupied by anyone other than the member and/or occupant or their visitors at any time. See Lease Agreement #10.
- 2.3 Fee-Membership Certificate-Permanent Occupant: A \$250.00 Administrative Fee will be charged for Membership Certificate and Permanent Occupant changes. This fee would apply after the initial Membership Certificate was issued or after a Permanent Occupant was established and one (1) subsequent change was made at no cost. The exception to this rule will be if the person requesting the membership change has not had a change within 5 years. Then the transfer will be free. Membership Certificates and Permanent Occupant Status will only be authorized once (1) per calendar year, except in cases of death of an occupant or a bono fide hardship, by approval of the majority of the Board of Directors.
- 2.4 All overnight guests must be registered at the office prior to their first night's stay in the park, and checked out when leaving. No stay may be longer than two weeks in any given year and may not, in any case, extend beyond two weeks in succession. The Board may give written permission for an extended stay when extenuating circumstances exist. One member must be in residency at all times during the visitor's stay.
- 2.5 Permanent Occupant Status: The initial Permanent Occupant status for a residence will be at no charge. All subsequent Permanent Occupant status changes are charged a \$250.00 fee. The exception to this rule will be if the person requesting the membership change has not had a change within 5 years. Then the transfer will be free.
 - 2.5.1 Members must acquaint guests with the community rules and accept responsibility for their guests' actions while the guests are visiting the community.
- 2.6 Fees and Returned check: An administrative Fee will be charged to residents for all checks returned unpaid by the bank. The amount of the fee will be based on the current bank fee.
 - 2.6.1 A fee will be charged for all late payments: submitted for payment to the office. This late payment fee will be assessed after the tenth (10th) day beyond the due date.

- 2.7 The Corporation reserves the right of access to all the lots at all times for the purpose of inspection and utility maintenance.
- 2.8 No pets or bird feeders of any kind are permitted. Feeding of any animal is prohibited.
- 2.9 Eviction of member or occupant: N.L.Y.H. may evict a member or occupant upon at least six months' notice for the following reasons.
 - 2.9.1 Non-payment of maintenance fees,; fines, or assessments.
 - 2.9.2 Conviction of a federal, state, or local ordinance: which may be deemed by N.L.Y.H. to be detrimental to the health, safety, welfare, of other residents of the community
 - 2.9.3 Violation of any rule or regulation: established by the Board.
 - 2.9.4 A change in the use of the land: comprising the mobile home or a portion thereof.

3 Sale of Homes

- 3.1 Registration: All homes offered for sale within NLYH property must be equipped with working smoke detectors, meet all rules and regulations currently in effect, and registered with the N.L.Y.H. office. The Sales Department offers members a complete Resale Contract below the normal commission for selling homes. Real estate agents may not sell mobile homes in N.L.Y.H. because no real estate is involved.
- 3.2 Inspection Requirements, variances: All homes placed for sale within NLYH property must meet all rules or regulations currently in effect, including meeting the guidelines of an environmental home site inspection. Homes that have been granted written variances by the Board are exempt, so far as that variance is concerned, from this rule. Modifications (variances) accomplished without Board approval must be resolved with the Board of Directors and the Director of Sales with the present owners and then recorded in the lot file for future use.
- 3.3 Sale by Owner: A member determining to sell a home without using the services of the NL.Y.H. Sales Department may display no more than two signs indicating the home is "For Sale By Owner" with no other wording than the telephone number. The size of the signs may not be larger than 14" by 11" and may only be placed in the windows of the home. No For Sale sign may be placed on the exterior of the home or the lot.
- 3.4 Transfer fee: of \$1,000.00 for processing of corporate documents will be charged by N.L.Y.H. to any member choosing to sell their home independently. The member choosing to sell their home is responsible for the purchase agreement, title transfers, sales tax payment, proper home registration, financing arrangements and any applicable County or State requirements as deemed necessary to complete the sale.
- 3.5 Disclosure in writing of known defects: All homes that are offered for sale through the NLYH Sales Staff must have a written disclosure of all known defects. A written disclosure of home defects is also required for homes offered for sale by owner.

4 Appearance and Maintenance of Homes and Lots

- 4.1 Appearance / Colors Homes: Each member is required to keep the mobile home, lot, and driveway in presentable appearance at all times. The exterior color of homes and awnings shall be white. Various trim colors may be used on the following: roof edges, house corner posts, windows, doors, awnings, and shutters. (Trim on an awning is defined as one- or two-color bands positioned near the outer edge of the awning, each band not to exceed six

inches in width). Any material at the base of the home such as skirting, also planters and step risers if painted/stained must be painted/stained white.

- 4.2 Cable TV and Internet - Effective January 1, 2018 every home will have access to cable TV and internet, (or telephone in certain cases) and is assessed a fee determined by the Board's bulk rate contract. Small dish antennas are allowed and must be attached to the member's home. Expense for installation and operation of same is the member's responsibility. An individual whip antenna for radio reception is permissible. Such antenna must be placed as close to the rear of the house as possible and may not exceed six feet in height without permission from the Board.
- 4.3 Repairing of cars, motorcycles, boat motors, lawn mowers, motor homes, boat and car trailers, or the building or storage of boats or any similar disturbing activity is not permitted on any lot or driveway. Repairing or painting of boats, trailers or vehicles which exceed 48 hours is not allowed in the common parking areas. The premises must be left in original condition. Washing of motor vehicles, golf carts and motorcycles is not permitted in the common parking areas.
- 4.4 Lawns Maintenance and Care: Members are responsible for properly watering their lawns. Lawn replacement is at the discretion of the Board. Mowing, edging and periodic weed and pest control will be done by the Corporation. Additional weed and pest control may be required by the member.
- 4.5 Planting's approvals: Members or occupants may only plant trees, shrubs, or plants which are on the Board's approved planting guide. All plantings/landscaping must receive prior Board approval as to location and installation by submitting a written plan to the office. Plantings not already on the approved list may be submitted to the Board for consideration to be added to the list. Plantings interfering with traffic visibility must be kept trimmed to thirty (30) inches in height.
- 4.6 Plantings Where Allowed: Planting of approved plants, perennials, annual flowers and/or stone or mulch borders are permitted around the home, porch, shed, carport, or driveway. Such plantings or borders shall be contained within an acceptable edging material and same shall not exceed 30" in total width from the perimeter edge of the home, porch, shed, carport, or driveway. In the case of a carport or driveway whose width does exceed the 12-foot limitation, that additional width will be subtracted from the 30-inch planting space. All pots must have a disk or paver under them to prevent growth of roots into the soil.
- 4.7 Plantings Borders and spaces between homes: Borders around trees and shrubs are permitted centered within a maximum of 48" diameter circle or square in yards and common areas. Such borders shall not interfere with mowing or extend into the set-back area of an adjoining property.
- 4.8 Planting lateral spaces between homes: may be landscaped with small plantings incorporating stone and/or mulch and a water permeable material. All such landscaping must be in conformity with the Planting Guide and approved by the Board.
- 4.9 Trees Responsibility to Maintain: All trees in the common areas, lighted palms bordering the streets as well as the fence rows on the perimeters are Corporation property and will be maintained by the Corporation. All other plantings are the responsibility of the members occupying that lot.

- 4.10 Signs, Flags on Lots: No objects/signs of any kind are permitted on the lot except those designating the member's name and house number. Such signs may not interfere with mowing. No objects allowed to block driveways, (cones, chains, bricks, reflectors, etc.).
- 4.11 Laundry or sunning of clothes: rugs, towels, swimsuits, pillows, etc., which can be seen from any view is not permitted. A designated screened area is provided in the laundry area for drying of clothes.
- 4.12 Contracts-Maintenance/repair of homes and lots: The NLYH Board of Directors does not endorse any agreements and/or contracts made between NLYH residents and i.e., contractors, caretakers of their residence and/or NLYH employees who may perform work for residents on their own time. All disputes or grievances regarding quality of service received from the aforementioned providers must be handled solely by the resident and will not be resolved through the NLYH office or Business Manager. Under no circumstances are NLYH employees allowed to perform work for residents during normal working hours. Violations of this section may result in fines for the offending member and disciplinary action for the employee.

5 Trash/garbage service, Construction debris, appliance disposal

- 5.1 All trash/garbage/recycle containers are to be kept: at the rear of the house or in an inconspicuous place. All garbage must be wrapped or bagged and deposited in the home's garbage container. Overflow garbage will be picked up on a day specified by Waste Management (currently Monday). All overflow garbage must be in plastic bags and must be placed near the garbage container for pickup. Coffee grounds, disposable wipes, sanitary napkins, cigars, cigarettes, or any other solid objects should be placed in the garbage containers.
- 5.2 Tree trimmings, shrubs, weeds: Disposal of general types of trash, shrub, tree trimmings and weeds should be following Waste Management disposal policy.
- 5.3 Construction Debris: Debris resulting from a construction job is the contractor's responsibility for removal. The maintenance dumpster is for maintenance use only and violators of this rule will be fined.
- 5.4 Large appliances and furniture: large appliances or furniture will be picked up by Waste Management at no cost to the member. Call 239-252-2380 to inquire about removal. 48 hours' notice is required.
- 5.5 Set out times for pickup: Set out times must follow Collier County code and containers may not be set out before 6:00 p.m. the day prior to pick up.

6 Water, sprinkler systems, sewer, and electricity

- 6.1 Water Meters: All water for household and sprinkler use will be metered. The member is responsible for the proper operation of the home's water and sprinkler system and complying with the mandatory water restriction guidelines as imposed by the City of Naples. The member shall maintain an unobstructed ease of access to their water meter for reading or maintenance purposes. Failure to maintain an adequate access will result in the Corporation doing same and assessing applicable charges for the work to the member. The Corporation will read water meters and render bills every four months.
- 6.2 Sprinkler Systems: must be left on and a caretaker designated to tend the system or watering when not in residence. Homes without sprinklers must also designate a caretaker

for lawn watering when not in residence, Water saving devices are strongly recommended. All sprinkler plans must be approved by the Corporation or their committee prior to installations.

- 6.3 Electric: The electric service from the meter to a home is the responsibility of the member.
- 6.4 Sewer: The member is also responsible for water lines from the meter through the home, sheds, and sprinkler system. The member is also responsible for the sewer line from the outside perimeter of the home to the interior. Common sewer lines running under any home are the Corporation's responsibility.
- 6.5 Plumbing, Interior: All interior plumbing is the responsibility of the homeowner. N.L.Y.H. will be responsible for clean out of lines from the outside perimeter of a home to the common sewer line. Members who hire their own contractors will be responsible for any work done by said contractors that extends beyond the perimeter of their own home,
- 6.6 Absence from Park: All members absent from the park for four (4) nights or longer shall have a designated caretaker responsible for maintaining an acceptable exterior appearance of their home. The caretaker shall be listed on the member's check-out card registered with the office. The caretaker's duties would include as required: trimming of the plantings, weeding, sprinkler maintenance and house washing if necessary. If the caretaker work is not completed, the Corporation, at the member's expense, with fourteen (14) days written notice, will have the necessary work completed and assess the member for the expenses incurred. Any movable items found or reported to be at a Resident's home site following their departure, will be picked-up and properly disposed of in the NLYH refuse container. Charges for corporation employees doing caretaker work are \$40.00 per man hour worked with a minimum charge of \$200.00 per occurrence.
- 6.7 Securing Home: The NLYH Board of Directors and/or their employees cannot be responsible for securing a resident's home site and/or securing movable items on the home site.
- 6.8 All members prior to leaving: NLYH have the personal responsibility to protect their personal property during their absence and to prevent any movable items from their home site from becoming a missile and possibly damaging a neighbor's home site or personal property. This would include securing their awnings and removing all movable objects outside of the home, including but not limited to; patio furniture, barbecue grills, flowerpots, lawn ornaments, bicycles, garden hoses, hose reels, outdoor carpeting, recycle containers and garbage can and storing same in a secure location.

7 Conduct and Safety

- 7.1 Prohibited Conduct, Nuisances and Annoyances: Excessive noise and any similarly disturbing activity is not permitted. The Park shall not be used for any immoral, improper, or unlawful purpose and no use or behavior shall be allowed which creates a public or private nuisance, nor which shall unreasonably interfere with the quiet enjoyment of the park, nor which becomes a source of annoyance to the members, employees, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Park facilities shall be used in accordance with all federal, state, and local laws and ordinances.
- 7.2 Soliciting and Advertising: No door-to-door soliciting, or commercial enterprise is permitted in the park without Board permission. Commercial enterprise is defined as a business conducted for private gain. Members and occupants are encouraged to report any violation

of this rule to the office. No advertising of any kind is permitted on lawns, homes, vehicles, and bulletin boards within the park.

- 7.3 Use of Facilities: NLYH facilities and activities are for members, occupants, and their guests only. A guest who attends any social function shall be accompanied by the member or occupant host. All children under twelve (12) years of age must be accompanied by an adult when using recreational facilities.
- 7.4 Proper Attire: All persons must wear a cover-up when away from their residential lot, except in the pool area.
- 7.5 Glass, Food in Pool Area: No glass containers of any kind are permitted within the fenced in pool area. Further, no food or drinks in the pool or the wet deck. The wet deck is the area from the pools edge out to 4 feet.
- 7.6 Use of Propane Gas: Propane gas is not permitted for use as home heating fuel or for any other in-house purpose.

8 Traffic and Parking

- 8.1 Speed Limit: The community speed limit is ten (10) miles per hour and is to be observed by motor vehicles, golf carts, bicyclists, and skaters. NLYH does not permit or authorize the operation of golf carts by anyone under the age of sixteen (16) years old.
- 8.2 Resident, visitor, and guest parking: Each household is limited to two (2) vehicles and same must be parked on the members' driveway. Over-height vehicles that may obstruct another driver's view of traffic must be parked under the carport. Members or occupants, providing they are in residence, may park a vehicle in the common area parking lots, if needed, for a temporary period except west of the clubhouse on Pier A, which is limited to clubhouse, boat basin, day guests and pool usage parking only. Temporary periods of time are defined to mean short periods of a few hours or days for boat basin usage or when homes, driveways and carports are being cleaned, painted, or repaired or when visitors need parking space. Members and Occupants, with written permission from another member, may park their vehicle under the carport of the other member's driveway. A copy of the permission slip must be on file in the NLYH Office.
- 8.3 Visitor Parking: Visitors can park in the common parking areas up to two (2) weeks provided they have a parking pass clearly visible on their dashboard. You can pick up a pass in the office or on our residents' website.
- 8.4 Overnight guest parking: Overnight guests must display a visitor car pass while the vehicle is in the community. Vehicles belonging to guests of members or occupants are permitted to use common area parking lots up to two (2) weeks. The same applies to members or occupants if your guest is using your driveway. Common area parking lots are not intended for storage of any vehicle. Overnight guests must display a visitor car pass while the vehicle is in the community. Vehicles belonging to guests of members or occupants are permitted to use common area parking lots up to two (2) weeks. The same applies to members or occupants if your guest is using your driveway.
- 8.5 Common Area Parking: There will be no exceptions to temporary parking in the common area parking lots other than those stated above without Board approval. Common area parking lots are not intended for continuous parking or storage of any vehicle. Members having only enough driveway space to allow the parking of one vehicle and needing space for their second vehicle are encouraged to utilize the option of obtaining with written

permission from another member to park their vehicle under the carport of another member's driveway.

- 8.6 **Parking in Street:** No street parking is permitted at any time except for deliveries, pick-ups, or drop offs, short visits when necessary. Resident, occupant, or visitor parking of cars/trucks is prohibited on lawn or grass areas. Traffic on the streets must not be impeded nor may neighboring driveways be obstructed.
- 8.7 **Commercial and service vehicle parking:** Commercial vehicles are not permitted in the park overnight. Service vehicles may park on the street during the day when necessary.
- 8.8 **Parking of Travel trailers, RVs, boat trailers, utility trailers:** Trailers and RV's belonging to members or occupants are permitted to park unoccupied for two (2) weeks in common parking areas only. A travel trailer or RV may be parked within a member or occupant's area for thirty six (36) hours when unloading on arrival or loading for departure. This rule does not apply if a member or occupant's RV will fit within the carport. Any vehicle or trailer parked or stopped on the street after dark must have their parking lights or equivalent illuminated. Living or sleeping in any RV or travel trailer is not permitted at any time by members, occupants, or guests.
- 8.9 **Bicycle Parking, Lighting:** Bicycle parking is provided on concrete pads north and east of the shuffleboard courts and clubhouse. Bicycle parking is not permitted on sidewalks, walkways, or the clubhouse porch. Walkers and bicycle riders must use lights after dark. Bicycles must be equipped with rear reflectors.
- 8.10 **Golf Cart Pads and Golf Cart Parking:** Golf carts must only be parked within the member's or occupant's carport, driveway, or a suitable hard standing surface as approved by the Board. The dimensions of the golf cart parking area cannot exceed 5 feet wide and from the road to the front of house parallel with the driveway. The golf cart pads must be constructed of removable material in order to allow access to underground wiring/pipes of NLYH.
- 8.11 **Unlicensed vehicles:** Only currently registered and licensed vehicle may be parked or stored on any common lot or member's driveway.
- 8.12 **Parking Sticker:** Each motor vehicle owned by a member or occupant must display a NLYH parking sticker in the driver's side rear window. If the rear window is heavily tinted, the parking sticker is to be placed in the driver's side front window. Only members or occupants are permitted use of the NLYH parking stickers.
- 8.13 **Assessment for violations:** Any violation of the parking and traffic rules shall be subject to \$50.00 assessment for the Board of Directors involvement.

9 Boat Docks Watercraft

9.1 Definitions:

- 9.1.1 **Member:** A member is the owner(s) of a mobile home who have purchased a membership certificate and have legal title or equitable title to a mobile home and has been approved for residency in Naples Land Yacht Harbor (NLYH) by the Board of Directors (BOD).
- 9.1.2 **Guest:** A person or persons who are visiting or staying with a member at their mobile home.
- 9.1.3 **Watercraft:** A motorized vessel that is designed to move through water.

- 9.1.4 Slip: A designated space within the basin located in the 300 block of Piers A, C and E for the mooring of a watercraft.
- 9.1.5 Dock: A designated space behind a member's home on a canal within NLYH for the mooring of a watercraft.
- 9.1.6 Dock Master: Appointed by BOD to oversee and enforce all provisions of Boat Rules.
- 9.1.7 Watercraft Lift: NO watercraft lifts or mooring floats are allowed in NLYH.
- 9.1.8 In Season Time: October 1 to April 30.
- 9.1.9 Out of Season Time: May 1 to September 30.
- 9.1.10 NLYH: Naples Land Yacht Harbor, Inc.
- 9.1.11 BOD: NLYH Board of Directors.
- 9.2 Use of a dock behind a member's home or a slip: in the NLYH basin is for the exclusive use of members and prohibits the use of NLYH property for mooring of watercraft by persons other than NLYH members.
- 9.3 Insurance and Watercraft Registration: The member who is mooring a watercraft at a dock or slip or parked anywhere on NLYH property must have minimum insurance coverage of \$300,000 liability and \$100,000. property damage. A up to date copy must be on file at the NLYH Business Office. A copy of the members' current watercraft registration must be on file in the NLYH Business Office. If the proper insurance and valid registration is not in effect and on file, the boat will be subject to removal from the water and the community if directed so by the BOD at the owner's expense.
- 9.4 Guest Use: A guest may use a members watercraft providing the member is in residence, the guest is registered to use the watercraft by the member and on file with the Dockmaster and they are covered by the members liability and property damage insurance.
- 9.5 Rental of Watercraft Slips in the Basin.
 - 9.5.1 Eligibility: Only non-waterfront members shall be entitled to rent waterfront basin slips within NLYH. Only one (1) watercraft basin slip may be rented per membership certificate and same cannot be sublet, inherited, or obtained through co-ownership.
- 9.6 Wait List for Watercraft Slips
 - 9.6.1 A wait list for slips in the basin shall be established and said list shall be maintained by the NLYH Dock Master. Members shall sign up using the form provided by the Business Office. The member must pay a two (2) month non-refundable watercraft slip rental fee to place their name on the waiting list.
 - 9.6.2 When a member's name comes to the top of the list, they will be contacted that a slip is available. The member may then accept the slip or option to pass on the slip until another slip becomes available. However, a member may only pass one (1) time on the available slip and must accept the next available slip or be removed from the priority list. Placement back on the list will require another non-refundable two (2) months fee payment. If the member accepts the slip, the fee paid will be applied to the first month and second month of boat slip rental. After a member receives a basin slip, they have two (2) months of in season time to procure a motorized watercraft and begin using the slip. Proof of procurement of the watercraft must be presented to the Dockmaster.

- 9.7 If a slip is vacant: for more than four (4) months of in-season time, excluding seasonal storage, the Member must forfeit that basin slip to the next person on the waiting list.
- 9.8 If a slip is vacant during off season time, the BOD may rent said slip to a member whose name is on the slip waiting list starting with the member at the top of the list and moving down. The current member renting the slip must agree in writing to allowing the slip to be used by another member whose name is on the waiting list for a specific period. The member who is granted temporary use of said slip shall pay the same monthly rental fee and shall have the same insurance and watercraft registration requirements as in section 9.3 and present same to the Dockmaster prior to occupying the slip.
- 9.9 Slip Move List
 - 9.9.1 The slip move list shall be maintained: by the NLYH Dockmaster. Once a member is assigned a slip in the boat basin, they can request to go on the move list to get a slip in a different location.
 - 9.9.2 Example: If you live on Pier A and your boat slip is on Pier E you may want to move to a slip-on Pier A when one comes available. You can only move one time.
- 9.10 Size of Allowed Watercraft
 - 9.10.1 Basin: Watercraft over thirty (30) feet including motors in the tilt position will not be permitted in the basins.
 - 9.10.2 Behind Homes: Only watercraft of an overall length measurement of thirty-five (35) feet and under and with a beam not to exceed thirteen (13) feet may be moored behind houses bordering the canal area within NLYH.
 - 9.10.3 Each moored watercraft must be moored within the buildable area of the lot it is moored. Waterfront lot lines will be measured from a point equal distance between houses if not otherwise defined. The overall length measurement of thirty-five (35) feet will include bow pulpits, motors in the up-tilt position, dinghies, rubber rafts and any other auxiliary accessory including an additional watercraft attached to the boat or moored on the seawall.
- 9.11 Maintenance and repair of watercraft, other than minor repairs, shall be performed at the watercraft maintenance area at the corner of Pier K and Grouper and shall not exceed 48 hours. Minor repair work on watercraft is allowed at the boat slip.
- 9.12 Unsuitable Watercraft: Kayaks, Dinghy's, Canoes, Personal Watercraft such as wave runners, none motorized sailing craft, and non-rigid hull inflatables.
- 9.13 Kayaks, Canoes, Paddle Board Rental spaces: are available for the exclusive use of NLYH members on a first come, first served basis, and shall be limited to two spaces per household membership certificate. They cannot be sublet, inherited, obtained through co-ownership, loaned, rented, or used by anyone except a member of NLYH. If a canoe/kayak/paddleboard storage space is vacant for more than four (4) months other than for seasonal storage, the BOD will forfeit that storage space to the first person on the waiting list.
- 9.14 Absentee members with watercraft: either in the water or in the canoe, kayak, paddleboard storage rack must have a person responsible, and registered with the office, for their watercraft during their absence. NLYH is not responsible for securing or storing any watercraft while it is moored in the NLYH boat basins, along the NLYH canals or in the NLYH canoe/kayak racks.

- 9.15 If a hurricane, tropical storm, or storm surge warning: is issued by the National Hurricane Center for the Naples area, the boat owner is responsible to have the watercraft properly secured.
- 9.16 Liability For Damage: Each Member shall be liable to the Corporation and/or other Members for the expenses of any maintenance, repair or replacement of boat docks, mooring posts, or concrete seawalls, either located within the basins or in a canal behind a Member's Home, made necessary by their intentional or unintentional act or negligence, or by the intentional or unintentional act or negligence of any members guests.
- 9.17 Liability BOD Action Initiating Repairs: In the event any such damage is caused by the Member or their guest, the Corporation shall promptly repair the damage, the cost of which shall be a charge against the Member and the Member's Home. All such charges, and related costs, fees, and interest shall be secured by a lien against the Membership Certificate and the Mobile Home in the same manner as provided for in Section 7.6 of the Amended and Restated Bylaws of the Corporation.

10 Clubhouse

- 10.1 Use of Clubhouse: The clubhouse is for the use of all members, occupants and their guests and may be used for group functions and private parties only after coordination and scheduling with the Residents Association. Use of the clubhouse is on a first come basis.
- 10.2 Posting of activities: The NLYH Calendar will be used to post clubhouse activities. The Resident's Association is responsible for notifying the NLYH Communications Committee through use of their paper form or on-line forms. Details should be provided before allowing anyone to post their event information on any clubhouse easels. If any Event or Activity requires set up, the clubhouse should be reserved for that setup time.
- 10.3 Hours of activities: All activities must cease, and the clubhouse left in a clean and orderly condition by midnight, except on New Year's Eve when all activities must cease, and the clubhouse left in a clean and orderly condition by 2 A.M.

11 Seawalls and French Drains

- 11.1 Alterations and Additions: Any alterations or additions may be made to the seawalls, seawall cap, French drain or any other appurtenances to the seawalls must have board approval or which are not in compliance with any adopted rules of the Board. All alterations or additions must be done by NLYH Maintenance.
- 11.2 Mooring Cleats: Cleats must be installed and properly used to attach the boat securely to the seawall They should be installed behind a home only on the horizontal top of the seawall cap no less than 8" from the water side of the cap. Anchor bolts should be sealed with silicone to prevent water penetration. Stainless steel attachments are recommended. No cleats may be installed on the seawalls in the boat basins. Mooring cleats are the only devices permitted for mooring a watercraft to the seawalls.
- 11.3 French Drains: Two inch (2") thick slabs not exceeding 72" in perimeter up to 18" X 18" or 12" X 24" may be placed in the rock of the French drain as steppingstones. These slabs must be spaced so that one-third (1/3) of the area in which slabs are placed will remain uncovered to promote drainage. The area of the French drain to a distance of eight (8) feet from each side property line MUST remain 100 % uncovered to ensure proper drainage.

- 11.4 Fender Post: One pair of fender post have been provided for each residential waterfront lot. Replacement of the fender post due to normal deterioration will be provided by the Corporation at no charge to the waterfront homeowner. Additional fender posts, beyond the original pair provided and/or fender post determined needing replacement due to damage by a watercraft, will be installed and charged to the waterfront homeowner at the applicable material cost. All fender post replacement or additions must be approved by the Director(s) responsible for the Seawalls and Maintenance.
- 11.5 Boat Lifts/Mooring Whips: No boat lifts and/or mooring whips of any kind are permitted on NLYH seawalls or in boat basins.
- 11.6 Ladders: Board approved ladders may be attached to the horizontal top of the seawall cap no less than 8 inches from the water side of the cap.
- 11.7 Basin Moorings: Watercraft moored in the basin slips must be securely moored to dock pilings. No part of a watercraft in the boat basin may protrude over the land side of the seawall cap, except temporarily for repairs.

12 Installation of New Homes

- 12.1 The following rules control the installation: of new of homes in the Community to the limits that will not be detrimental to the immediate neighbors or the Park in general. All work is subject to County permits where required. Under no circumstances will the NLYH Business Manager or staff accept responsibility to act on behalf of the resident for the demolition of a home and/or the installation of a new home.
- 12.2 Certificates of liability: and workers compensation insurance must be obtained from all contractors working on the home job site and placed on file in the Office.
- 12.3 No home may be removed until: the sale of that home is completed, and the title transferred and in the possession of the Office Manager. Demolition of a home requires a Collier County permit (See Section 14 for disaster event exceptions).
- 12.4 Plans-Permits-Surveys: NLYH written plan approval and any required and approved Collier County permits must be on file in the NLYH Office, before starting any work. Permit applications and/or obtaining of permits is the sole responsibility of the homeowner and/or their contractor. To establish front, side, rear set-back requirements and elevation requirements, a survey by a registered surveyor is required before placement of a new home. Permitted work for a new home and the homes appropriate landscaping, must be completed within one year from the start of the project unless a extension is granted by the Board. The NLYH Business Office must be notified in writing or email upon completion of the project for final inspection.
- 12.5 Procedure for Submission of plans and approval: All NLYH lots receiving placement of a new home will follow this step procedure: Written approval of a new of home must be received from the NLYH Board and Oversight Committee before starting any work.
 - 12.5.1 Step 1. Owner informs office of interest to install new home and is given the generic drawing of lot, along with the NLYH application to replace an existing home and install a new home.
 - 12.5.2 Step 2. Owner returns the generic drawing to office showing dimensions of new home and placement of proposed new home, along with the NLYH application to replace an existing home and install a new home.

12.5.3 Step 3. Drawing is given to Oversight Committee for lot verification. Oversight Committee will return drawings along with their recommendation to the N.L.Y.H. Board for their action.

12.5.4 Step 4. After the board action, the owner may order the house and have the old house removed. Following the removal of the old house and prior to the placement of the new house the contractor will call the surveyor to stake out the lot and stake the corners of the house for placement. Lot elevation will also be done at this time. The surveyor providing the survey services shall be an approved contractor of the N.L.Y.H. Board of Directors and all costs incurred for the survey work will be the responsibility of the resident member purchasing and installing the new house.

12.6 Requirements for New Home Installation on Seawalls: In addition to the requirements for installing of new homes, new homes on Seawalls shall follow these requirements.

12.6.1 French Drain Protection: Provide straw/pine needle bales along the French drain for protection from silt and sand. Replace the French drain to a depth of four feet if drain has been compromised.

12.6.2 French Drain Edge Boards: If necessary, replace the 2x6 edge board between the French drain and grass with a 2x10 treated for saltwater immersion. These are to be installed so they are flush with the top of the seawall cap.

12.6.3 Concrete Pads Partial: Concrete pads are limited to 30% of the square footage of the home. This will be located from the front of the home on the street side.

12.6.4 Concrete Pads Full: Requirements for Waterfront homes requesting full concrete pads in addition to the above stated items. All new home installations specifying concrete slab foundations are required to meet the following requirements and will require approval of the Board of Directors, NLYH.

12.6.5 Helical piers: shall be installed to reinforce the concrete slab and relieve stress on the existing seawall. Piers will be installed on the water side edge of the slab at each corner with additional piers installed for each eight (8) feet of linear slab. Specifications for the helical piers shall be determined by a qualified structural engineering contractor.

12.6.6 All expenses associated with engineering and installation: of the helical piers will be the responsibility of the homeowner.

12.6.7 Rear Patios: Rear paver patio construction is limited to a maximum size of eight (8) foot by sixteen (16) foot. Material is one and a half inch thick pavers of patio blocks set in a bed of sand. They can be up to the French drain but not covering it.

12.6.8 Lanai: Waterfront homes with lanai close to water shall be raised up to near floor level with post and joists construction. No fill underneath, except four inches of same material that is under home; Six inches by twelve-inch footers around perimeter for skirting.

12.7 Corporation Responsibility

12.7.1 After demolition is complete: have all sheet piles and tiebacks certified by a marine construction company. Do all repairs as necessary.

12.7.2 Replace the sewer line with new pipe from: property line to property line.

12.7.3 Directors Approvals: The Directors of Environmental Rules and Maintenance, and in the case of waterfront homes, the Seawall Director, have been delegated authority to

approve requests. Requests shall only be approved if they meet the guidelines as established by applicable Rules and Regulations and Collier County code requirements.

- 12.7.4 Oversight Review and Recommendation: All submitted requests to the Oversight Committee or NLYH Board for the home shall include an 11" X 17" drawing, scaled to 1/8" equals one (1) foot, showing the work to be done. Requests should be dated and include the member's name, address and phone number and shall clearly show home, size and, distances to lot lines, seawall cap, streets, and all abutting buildings. Also, requests shall show elevations, materials, location of helical pilings, if applicable and any additional information needed or requested for a decision to be made. The new home must stay within the established buildable footprint of the plan. Bay windows or other extensions cannot extend beyond the established buildable footprint. The company or person ordering the new home must submit a complete plan to the Oversight Committee of the structure from the manufacturer identifying all perimeter specifications before the house is ordered.
- 12.8 Size of homes: All new homes shall be double or triple wide configuration and not exceed 17 ft. in height with not less than 900 sq. ft. under air. All new homes shall be set at the same orientation of the adjacent homes on the same street.
- 12.9 Color: All homes, carports and storage structures will be white.
- 12.10 On-site Overseer: During the installation of a new home, there is to be an on-sight Overseer (the member or their identified responsible substitute) who is knowledgeable of NLYH rules to ensure that the work performed is as per the drawing approved by the Board of Directors. The name and phone number of the responsible Overseer must be given to the NLYH office. Final inspection shall remain with the Oversight Committee and any required rework will be requested by the Board of Directors and the work shall be the responsibility of the member.
- 12.11 Driveways and carports: Driveways that section from the street to the start of the covered section is the driveway. Carports: The covered section to its end is the carport. Driveways and carports shall have a rise (slope) of no more than ¼ inch per linear foot as measured from the existing roadway surface to the inner end of the carport. The minimum width of any driveway shall be 10 feet. Neither the carport nor driveway can encroach into the side setback area. The only exception to encroaching in the side setback will be with non-permanent material (e.g., sand and pavers).
- 12.12 Driveway flares: A flare shall be permissible on each side of the driveway at the roadway end to facilitate vehicle exit and entry.
- 12.13 Sewer Lines: New homes must install new PVC sewer line from the home to the main sewer line. Sewer line clean outs are required and will be installed close to the perimeter of the home on the left or right side. NLYH Maintenance will assist in capping old sewer lines and will oversee removal of old sewer lines and installation of new sewer lines to the main.
- 12.14 Gutters and down spouts: New inland homes must have gutters and downspouts. New waterfront homes along seawalls must have the roof runoff water piped underground via a 3-inch PVC tube thru the French drain and the seawall directly into the canal.
- 12.15 Lawn sprinkler systems: new homes are required to have sprinkler systems and they must be recessed.

- 12.16 Concrete footings around homes: A Concrete footing is required to support the skirting around the base of new homes including any attachments. Such footers shall be 10 inches wide, up to 10 inches deep with 6-inch protruding outside the skirting and the top must be a minimum 6" to a maximum 8" above finish grade before the sod is placed.
- 12.17 Lot finished grades: The finished grade around the perimeter of a new home must not be raised more than four (4) inches above the original grade and must taper to meet the grade of adjoining properties prior to installation of sod. The finish grade shall not preclude the installation of swales between properties.
- 12.18 Fill under new homes: Only fossil rock, crushed shell or crushed limestone may be used for fill under all new homes. Concrete or any other material desired for fill under new homes require the approval of the NLYH Board of Directors.
- 12.19 Water Manifold Systems: New home installations shall have a completed water manifold system, with water meter. Placement of these utilities will not be allowed in the front of homes.
- 12.20 Air Conditioner locations: The space between the adjoining homes may be considered for the installation of an air conditioning unit or a compressor unit with a 2-stage system. The A/C unit or compressor must be installed at a maximum of 18 inches from the home. All A/C units will be mounted on a platform or slab and supports are to be enclosed with white siding or lattice and will be considered an attachment to the home.
- 12.21 Second set of stairs - location: The space between homes may be considered for the installation of stairs coming from a secondary home egress. If approved, the landing and stairs for the secondary egress may not exceed 42" in width from the home. Stairways to the home must be placed on a concrete pad and will be considered an attachment to the home.
- 12.22 Sheds: All homes will have a single exterior storage structure with the typical design of metal or wood framing with vinyl siding. The exterior storage structure will be permanently attached to the home or carport and will be white.

13 Alterations / Enlargements and Repairs of Existing Homes

- 13.1 Plan approval and permits: NLYH written plan approval and any required and approved Collier County permits must be on file in the NLYH Office, before starting any work. Permit applications and/or obtaining of permits is the sole responsibility of the homeowner and/or their contractor.
- 13.2 All permitted work must be completed: within one year of approval or re-permitted.
- 13.3 Exterior Alterations and Major Repairs: must meet all NLYH Rules.
- 13.4 Roof over - Ridge height: - seventeen (17) feet maximum, Material - owners choice except no canvas, Color - white or grey, No second-floor room of any type.
- 13.5 Siding - Material: - owner's choice, Type - owner's choice, Color – White.
- 13.6 Door or window alterations: Material, type, and location - owner's choice.
- 13.7 Interior Alterations: must conform to any applicable Collier County permitting requirements. Interior alterations may be done to suit owner provided that the structural integrity of the home is maintained. Collier County permitting must be obtained dependent upon work to be completed.

13.8 Enlargements Setbacks Measurement: Minimum setback requirements are based on measurements taken at 90 degrees from street edge to the most forward point of the home, porch or supporting structure of the carport or as otherwise noted and must meet the following.

13.9 Front Yard (Facing Street)

PIER	EVEN	ODD	FEET
A	102 – 104		12
A		101 - 125	12
A	202 – 216		12
A		201 – 223	12
A	300 – 334	311 – 333	16
B	100 – 124	101 – 125	12
B	200 – 222	201 – 223	12
C	314 – 336	315 – 335	12
D	100 – 124	101 – 125	12
D	200 – 222	201 – 223	12
E	100 – 124	101 – 117	12
E	200 – 222		12
E		201 – 221	12
E	310 – 326	301 – 325	12
FL	18 – 34		12
GR		3 – 31	12
H	100 – 116	101 – 117	12
I	100 – 116	101 – 117	12
J	100 – 116	101 – 117	12
K	100 - 116	101 – 117	12

13.10 Setbacks Pier A 300 Block: All lots including corner lots shall have a setback of 12 ft. from all streets, the exception to this is the 300 block of Pier “A” it will remain 16 ft. No variance will be considered for any part of this rule.

13.11 Side Yard distance between homes:

13.11.1 Existing Homes: Distance between existing homes may not be decreased.

13.11.2 New homes: Distance must be a minimum of five (5) feet from the surveyed lot line.

13.11.3 Exception: Stairs The space between homes may be considered for the installation of stairs coming from a secondary home egress. If approved the landing and stairs for the secondary egress may not exceed 42” in width from the home.

13.12 Rear Yard Setbacks:

13.12.1 Perimeter lots (non-waterfront) - Conform to Collier County Zoning Ordinance which is ten (10) feet from boundary or twenty-five (25) feet from a public street.

13.12.2 Waterfront lots: ten (10) foot Set Back from the land side of the seawall cap. However, a patio may be installed but is limited to a maximum size of eight (8) foot by sixteen (16) foot. Material is one- and one-half thick pavers or patio blocks set in a bed of sand. They can be up to the French Drain but cannot cover it.

- 13.13 Waterfront lots – Sidewalk: A concrete sidewalk with a maximum width of three (3) feet may extend through the 10' set-back area but must not extend into the French drain. No other concrete construction may be done in this area.
- 13.14 Inland Lots Rear Patios: limited to the buildable area.
- 13.15 Rear lot Lines: For interior lots, they are equidistant from the edge of the pavement to adjacent streets.
- 13.16 Variance from setbacks: Any request for enlargement which does not meet the setback requirements of the side or rear will be considered a variance even if the section of the home being added to does not conform to the requirements.
- 13.17 Lanais, enclosed spaces, shed expansions, impact on carport size.
 - 13.17.1 Lanais / enclosed areas: All enclosed spaces on the hard surface of the carport in its entirety, whether before or after the shed may be constructed at the carport surface level Collier County permitting may be required.
 - 13.17.2 Storage shed expansions: May have floors at the level of the carport. Shed expansions shall follow the same roof line of the home or carport. Collier County permitting may be required.
 - 13.17.3 Carport size restrictions/clear space: No expansion of any type may reduce the length of a carport to less than twenty- one (21) feet and a minimum width of ten (10) feet. All carports shall retain at least twenty-one (21) feet of clear space for parking vehicles. Clear space is defined as that space available to fully accommodate the resident's vehicle under roof both vertically and horizontally. Installing ground level patios under carports using potted plants and patio furniture shall also abide by this ruling. Carport expansions and/or new construction must meet Collier County Code requirements.
 - 13.17.4 It will be the owner's responsibility to replace any slabs, sidewalk or landscaping which must be removed for access to telephone, cable TV or other utilities for repair.
- 13.18 Variance Definition: A variance is an administrative deviation from a rule that is granted on a case-by-case basis. The variance does not change the rule.
 - 13.18.1 Variance Process: The foregoing Rules and Regulations are guidelines, designed to provide uniformity in the construction and alterations of our homes. Upon receipt for a request for a variance from the member, the Board of Directors shall notify all abutters by whatever means possible up to and including certified mail of the nature of the variance request. The notification of the request for a variance will include the date, time, and place where the variance will be reviewed and voted on. Abutters are anyone that is contiguous to the person requesting the variance and also homes directly across the street or canal.
 - 13.18.2 Time Frame: All Variance requests must be submitted between October 1st and April 1st. Variances may be granted at the sole discretion of the Board of Directors. The work may require Collier County permitting.
- 13.19 Compliance and Non-Compliance: of Section 12 and 13 Compliance with Section 12, Installations of New Homes and Section 13, Rules for Alterations, and Enlargements of existing homes in NLYH is mandatory. In the event it is determined that a resident is in non-compliance with the requirements of Sections 12 or 13, the Board of Directors may impose a cease-and-desist order to stop all further action on the site until compliance is achieved and assess such fees and/or penalties as permitted by Section 4.12 of the By-Laws.

14 Disaster Events

14.1 Guidance

- 14.1.1 Applicable Rules and By-Laws: Notwithstanding the Amended and Restated By-Laws of NLYH Sections 1.4.5.2. and 1.4.5.3. the following rules will apply to those Residents who in the event of a major disaster, such as Hurricane, Tornado, Storm surge, etc., incur damage to their NLYH residence.
- 14.1.2 Collier County Rules will be our initial guidance.
- 14.1.3 Notice of Determination: Collier County inspectors may inspect the disaster site and identify some homes that are eligible for repair (and subject to Collier County building codes) and some homes which are condemned. The county will provide such notice of such determinations to NLYH. NLYH will forward those notices to homeowners as soon as possible, after receipt, as it is the homeowner's responsibility to comply with the County determinations and requirements. (Homes not identified by the County must begin repair as soon as possible and Follow all NLYH By-laws and Rules).
- 14.1.4 Emergency Work: Collier County may allow emergency repair work to be performed without permit to secure and stabilize a structure; however, applications for building permits are needed to complete the repair. Repair work must be done by a licensed contractor or by an owner (and follow NLYH Rules/Procedures).

14.2 Clean Up

- 14.2.1 Loose debris: within seven (7) days after the County all clear, all loose debris including metal, wood, insulation, roofing, or anything else that could blow around and create a safety hazard must be cleaned up and properly disposed of consistent with NLYH activities.
- 14.2.2 Attached materials: Within fifteen (15) days after the County all clear all loose but still attached material must be removed or properly secured to prevent further damage.

14.3 Replacement Repair

- 14.3.1 Time Frame: Notice of Repair or Replace: Within thirty (30) days after the County all clear the NLYH business Office must receive a written plan for estimated timeline for repair or replacement of the damaged home. If all damage to the home has been completed the NLYH Business Office must also be so notified in writing.
- 14.3.2 Lot Clearance – Contracts: Home designated for replacement must have the lot cleared of the damaged home and all associated debris within 60 days of the County all clear. Documentation supporting the demolition and removal must be submitted to the Business office in writing accompanied by copies of the contracts.
- 14.3.3 Repair or Replace Contracts: Within sixty (60) days after the event NLYH Business Office must be notified in writing of all contracts including paid deposit and completion schedule for repair or replacement of the damaged home. Copies of all documentation must accompany such notification. The NLYH Business Office must be notified, in writing, when all repairs or replacements have been completed.
- 14.3.4 Owner responsibility for Cleanup: Each owner and resident is responsible for the cleanup and securing their home after a damage event. Do not rely on NLYH employees or neighbors to be involved unless you have specifically made separate arrangements to do so.

- 14.4 Non-compliance: with these rules could result in the NLYH Corporation taking further action as provided for in the NLYH Rules and Regulations.

15 Enforcement of Rules

15.1 Steps Taken on enforcement

- 15.1.1 Step One - When a rule violation is reported: to the Rules Chairman or Board, a visit and/or written notification will be made to the offender, informing the member of the violation. The request will be made that the member complies with the rule within one week. Following the oral discussion or the written notification, the Board member will confirm the discussion in writing and deliver same to the offender with a copy also going to their NLYH file.
- 15.1.2 Step Two - If no correction: is made following the Step One notification the violation will be reported to the Board of Directors. Subject to Board concurrence, a certified or hand delivered letter will be sent to the offender, giving the member up to fifteen days from date of notification, to comply with the rule. In the event of repetitive disregard for rules that an offending member has been previously cited for, up to fifteen-day compliance period may be reduced or waived by the Board and the violation will be moved to Step Three for resolution.
- 15.1.3 Step Three - Following notification in writing: from the Board any offending member still in non-compliance of correcting a rule violation may be subject to: (1) having the violation(s) corrected by the Corporation at the member's expense, and/or, (2) subject to a fine as permitted by 4.12 of the NLYH By-Laws and NLYH Rules and Regulations. All costs associated with the Step Three Enforcement of Rules process will be paid by the offender in accordance with the NLYH By-Laws.
- 15.2 Any rule(s) infraction that requires the Board of Directors: to initiate "Step Three" of our Rules Enforcement procedure will (with the concurrence of our corporate council) result in the posting to the members the details of the rule infraction and the status of its enforcement.
- 15.3 Rules Revisions: The NLYH Rules and Regulations have been revised and approved on a continuing basis over the past many years to maintain the long-term viability, and day to day operation of our community. The idea behind these Rules and Regulations is continuous improvement. Suggestions for changes mostly come from members and the process for maintaining and changing NLYH Rules and Regulations is outlined in Rule 16. The Board of Directors, however, is charged with formalizing these suggestions and any required interpretation of the Rules is the sole responsibility of the Board of Directors.

16 Maintaining and Changing the Rules and Regulations

- 16.1 The Document: The Rules and Regulations is a living document that is subject to periodic update and change as determined by the Board of Directors.
- 16.2 Who may recommend changes: Members and/or the Rules Director may recommend changes to the Rules and Regulations.
- 16.3 How to submit Recommendations: Recommended changes must be submitted in writing to the Board of Directors who must approve a resolution to post the Proposed change/s on the various communication channels of NLYH.

- 16.4 Posting: Once posted for at least 14 days, the Board of Directors must vote on the changes for them to become approved, including an effective date. (The 14-day posting period may be waived by Board action if an imminent threat to public health or safety or imminent risk of substantial economic loss to the Corporation).
- 16.5 The foregoing was adopted: as the amended and Restated Rules and Regulations of Naples Land Yacht Harbor, Inc. on this 23rd day of March 2022.