CAMBRIA OF NAPLES HOMEOWNER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
January 2025

The Rules and Regulations hereinafter enumerated as to the Association Property, the Common Elements, and the Lots, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Owners and their Lessees. The Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, Guests, Invitees, Lessees, and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. **BUILDING APPEARANCE AND MAINTENANCE:**

   a. **Ingress and Egress.** The streets and sidewalk must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Lot or street, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature left therein or thereon.

   b. **Exteriors.** Lots shall be kept in a neat and well-maintained condition at all times, free from debris and rubbish. All personal property including without limitation vehicles, bicycles, mopeds, motorcycles and play equipment shall be stored within a residence or a garage except when in use, and may not be left on driveways or common areas overnight. No unenclosed exterior storage area may be permitted.

   c. **Waste Disposal; Appearance.** Each Owner shall keep this Lot and Residence free of trash and debris and shall reasonably Maintain their Residence. Personal property of Residents shall not be left on the lawns or landscaped areas outside the Residence. Trash, garbage, or other waste must be kept in appropriate containers suitably screened from the street and adjacent Lots. There shall be no burning of trash or other waste material on the Property.

   d. **Noise.** No Owner or Resident shall play upon or permit to be operated on a television, radio, audio device or musical instrument in such a manner as to disturb or annoy other Residents of the community.

   e. **Antenna.** No exterior radio or television antenna installation, or other wiring shall be made without the written consent of the Board of Directors.

   f. **Signs.** No sign, advertisement, notice, banner, pennant, crafts, or other similar materials shall be exhibited, displayed, inscribed, painted, or affixed in or upon any part of the Lots, Residences, or Common Elements by any Owner or occupancy without written permission of the Association.

   g. **Hazardous Materials.** No flammable, volatile, combustible, or explosive fluid, chemical, or substance shall be kept on any Lot or Common Elements, except those necessary and suited for normal household use.

h. **Hurricane Shutters and Hurricane Protection.** The Board shall adopt and approve models, styles and colors of hurricane protection products as a standard for use in the Association. No hurricane shutter or protection except of the standard model, color and style adopted or approved by the Board shall be used in or upon the Property. Shutters and protection products installed and existing prior to the adoption of a standard are grandfathered, however any replacement of existing shutters or protections must comply with the new guidelines and building codes. The Board cannot deny an application for installation, enhancement, or replacement of certain hurricane protection. All specifications adopted by the Board and hurricane protection installed by the Owners shall comply with the applicable building code. Owners shall be responsible for the Maintenance, repair and replacement of any hurricane shutters, and other hurricane protection, if installed.

i. **Flags.** Any Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard, a POW-MIA flag, or a first responder flag.

j. **Temporary or Permanent Structures.** Other than one Residence, and related garage, no free-standing structure, trailer, house trailer, tent, shack, shed, barn, or other outbuilding shall be used or placed on any Lot or the Property at any time either temporarily or permanently without the prior written approval of the Board as to its location, design, architecture and appearance.

k. **Firearms and Weapons.** The discharge of firearms and weapons within the Property is strictly prohibited. The term "firearms and weapons" includes pellet guns, "paint-ball" guns, bows and arrows, slingshots, and other firearms and weapons of all types, regardless of size.

l. **Landscaping.** No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. Owners shall be responsible for the Maintenance, repair, and replacement of any planting. Owners may remove existing flowers and plants and replace them as well as change the current mulch that borders the base of the home with shell, pebbles, or stones. Any new plantings of trees or shrubs/bushes need to submit an ARC form through the owner's portal for approval.

m. **Drainage.** Drain lines at rear and front of homes may be installed without submitting an ARC form for approval. Owners are however responsible for having the area marked to assure no cables, pipes or wires are damaged.

2. **ALTERATION OF LOTS AND/OR RESIDENCES:** Owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the home is subject to the provisions of the Declaration of Covenants, Conditions and Restrictions and is also subject to prior approval of the Board. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against or indemnified as to construction liens and/or claims arising from such work.

3. **EMERGENCIES IN OWNER'S ABSENCE:** Any Owner who plans to be absent from their Lot for an extended period of time must prepare Lot and Residence prior to their departure in the following manner:

a. By removing all loose items, furniture, plants and other objects from around the outside of the Residence and Lot; and

b. By designating a responsible caretaker or contact to care for their Lot should their Residence suffer any damage caused by storms, hurricanes, winds, or other violent acts of nature. The Board of Directors shall be provided with the name of each Owner's aforesaid designated caretaker or contact in case of such emergencies.

4. **PETS:** The Owner of each Lot may keep no more than two (2) normal domesticated household type animals (such as a cat or dog) on the Lot. The ability to keep animals is a privilege, not a right, and the Board of Directors may order and enforce the removal of any animal which becomes a source of annoyance to other Residents. No poultry, swine or livestock may be kept on any Lot.

a. Animals must be under handheld leash or carried at all times while outside the Residence, and therefore electronic devices such as fences to control animals are not permitted.

b. Excrement made by animals shall be removed by Owners or handlers immediately, placed in a sealed container, and deposited in the Owner's solid waste container.

c. Animals that are, in the sole discretion of the Board of Directors, vicious, noisy, or otherwise unpleasant will not be permitted. In the event that an animal has, in the sole opinion of the Board, threatened a person or another's animal, has become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the animal, and the animal shall be removed from the Association after review, hearing and determination of the compliance committee.

d. Owners may not leave animals unattended in backyards, screened porches, or where their noise may bother others.

e. Any Owner or other Resident who keeps or maintains any animal shall, in exchange for and in consideration of the privilege to keep the animal, hereby indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping of such animal within the Association.

f. The Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.

g. Feeding of wildlife and other animals, especially ducks, bears, panthers, turtles, or fish is expressly prohibited and subject to fining by the Association. Leaving food unattended so that wildlife or roaming animals can easily find it is considered to be feeding wildlife. The Association will not hesitate to notify the appropriate authorities if feeding wildlife occurs.

h. **Acts of Animals.** The Association shall have no liability for the actions of or damage caused by any animals within the Properties, including but not limited to, dogs, bear, alligators, cougar, wild boar, deer, and snapping turtles. All Owners, and their Families, Guests, Invitees, and Lessees are hereby made aware of the presence of hazards caused by certain animals within the Properties.

5. **PARKING OF VEHICLES:** In order to ensure the accessibility to the Property by fire, ambulance and other emergency personnel, the Board shall have the authority to establish parking policies. Said restrictions

shall become enforceable upon providing each Owner with notice thereof either through written notice to the Owners or the posting of signs.

a. Parking. Parking is only permitted in the driveways and garages of the Lots and any other paved surfaces designated by the Association. Parked vehicles cannot overhang into the streets, sidewalks, or Common Areas. Parking, even partially, on the grass or other landscaped areas is not allowed. Overnight parking on the street is not allowed. (As an exception, Owners are provided 1 Guest Pass permitting street parking for one vehicle for a limited time.)

Automobiles owned by governmental first responders are expressly permitted.

b. The Association may not prohibit an Owner or other from parking (1) a personal vehicle, including a pickup truck, in the Owner's driveway or in any other area where they have a right to park, (2) a work vehicle, which is not a commercial motor vehicle, in the property owner's driveway, or (3) assigned first responder vehicle on public roads or rights-of-way within the Association.

c. Towing. Any vehicle that is parked in violation of the Association's restrictions may be towed or booted. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. The Association is not liable for trespass or for any damage to a vehicle that is towed or booted by a licensed and insured company. Owners and Lessees are responsible to see that all of the Occupants of their Residences, Guests, and Invitees, comply with the Association's parking restrictions. Owners shall indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any Occupant of the Residence, Guests, and Invitees, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.