LONGSHORE LAKE

COMBINED RULES & REGULATIONS

General Rules & Regulations | ARB Rules & Regulations | Community Standards

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Article I. GENERAL RULES AND REGULATIONS

Section 1.01 What is Longshore Lake?

Longshore Lake is a distinguished community in North Naples, featuring generational families, expansive lots, broad avenues, mature landscaping, and an 88-acre pristine lake. Refer to Appendix 1 for a detailed map.

Section 1.02 Vision Statement.

Longshore Lake is a premier bundled, family-focused community, recognized as a desirable place to live with exceptional amenities, activities, and lifestyle offerings.

Section 1.03 Mission Statement.

Our commitment as a premier community in Southwest Florida is to unite members and staff to deliver superior amenities, programs, services, and workplaces. Longshore Lake is enriched with mature landscaping, an 88-acre lake, a competitive racquet sports program, community dining, and a vibrant fitness program. The Foundation manages the community responsibly to maximize member investments.

Section 1.04 Core Values.

(1) **Environmentally Beautiful** – We recognize the value of the aesthetic appeal of our unique natural environment and proactively seek to protect the beauty and sustainability of our ecosystem.

(2) **Community Involvement** – Our members proactively participate through their time and effort toward improving Longshore Lake.

(3) **Responsiveness** – We continuously seek to identify and respond to members' needs, desires, interests, and priorities through effective communication.

(4) **Fiscal Responsibility** – We continue to enhance the quality and value of the property, facilities, and services by operating the Club in a professional, ethical, and fiscally sound manner.

(5) **Active** – We are a socially active community that provides camaraderie and relaxation in various outdoor recreational, Club programs, and activities for all ages.

(6) **Family Friendly** – We are a diverse community welcoming to all members.

Section 1.05 Discrimination, Bullying, and Harassment.

(1) Discrimination. The Foundation prohibits discrimination against any individual or group based on race, color, religion, national origin, age, gender, sexual orientation, marital status, pregnancy, medical condition, disability, veteran status, or any prohibited grounds under federal, state, or local laws. We are dedicated to maintaining an environment free from bullying and harassment for all residents and visitors.

(2) The Foundation is committed to maintaining an environment that is free from bullying and harassment of any kind. This policy applies to all residents, tenants, guests, invitees, contractors,

and any other individuals on Foundation property.

(3) Bullying and Harassment: Bullying involves unreasonable behavior posing health and safety risks, including physical or psychological abuse. Harassment is any unwanted conduct creating a hostile environment. Examples include abusive language, intimidating conduct, and unwanted physical contact.

Section 1.06 Why We Have Rules.

The enforcement of the Foundation's rules is vital for property value preservation, legal compliance, smooth community operation, and peaceful enjoyment of Longshore Lake. These regulations are pivotal to a thriving community, provided to all owners and tenants before moving in, with the understanding that adherence is mandatory.

Section 1.07 Definitions.

(1) "Act "[See Amended and Restated Declaration of Protective Covenants Section 1.1].

(2) "Adult "means a person aged 18 years or older.

(3) "Amenities" means Clubhouse, Dining, Racquet Sports, Community Pool, Fitness Center, Children's Playground, Fishing, and Boating on Longshore Lake.

(4) "Architectural Review Board" (ARB)" means the committee that reviews and approves plans and specifications for the location, size, type, or appearance of any structure or other improvements on a Parcel, or to enforce standards for the external appearance of any structure or improvement located on a Parcel [See also Amended and Restated Declaration of Protective Covenants Section 1.2].

(5) "Board "means the Board of Directors of the Foundation [See Amended and Restated Declaration of Protective Covenants Section 1.4].

(6) "Common Areas" means the lakes, roads, sidewalks, gatehouse area, Clubhouse, recreational facilities, other buildings, cul-de-sacs, and real property owned by the Foundation or dedicated for use or maintenance by the Foundation or its members by a `recorded plat or a Declaration [See also Amended and Restated Declaration of Protective Covenants Section 1.5].

(7) "Deck" means a wooden or wood-plastic composite platform built above the ground and connected to a house.

(8) "Declaration" [See Amended and Restated Declaration of Protective Covenants Section 1.7].

(9) "Dining Member" means an outside non-resident paid Member who enjoys Dining privileges only.

(10) "Dock" or "Pier" means a structure that projects from the shore into the water.

(11) "Easement" means the right to use the real property of another for a specific, limited purpose, such as pedestrian paths, bicycle paths, utility easements, drainage, and open space, by way of example.

(12) "Electrical Vehicle Charging Station" means a station designed in compliance with the federal, state, and local building codes and delivers electricity from a source outside an electric vehicle into one or more electric vehicles.

(13) "Family "or "Single Family "[See Amended and Restated Declaration of Protective Covenants

Section 1.8].

(14) "Foundation" [See Amended and Restated Declaration of Protective Covenants Section 1.3].

(15) "Foundation Property" all assets owned or leased by the Foundation and the Common Areas as defined in Section 1.07(6).

(16) "Governing Documents" [See Amended and Restated Declaration of Protective Covenants Section 1.9].

(17) "Guest" or "Guests "means any person physically present in or occupying a Living Unit temporarily, without payment of consideration, at the invitation of an Owner [See Amended and Restated Declaration of Protective Covenants Section 1.10].

(18) "Hedge" means an organic plant material consisting of shrubs, not trees.

(19) "Irrigation Front Zone" refers to the designated area of a residential property that faces the street and is visible from the public right-of-way. This zone typically includes the front yard, any landscaping features, and any grass or plant areas that may require regular irrigation. The purpose is to maintain an aesthetically pleasing appearance and ensure that landscaping is adequately watered to prevent drying out and to uphold community standards.

(20) "Irrigation Rear Zone" refers to the section of a residential property located at the back of the house, extending to the rear property line. This zone includes the backyard and any other areas behind the main structure that may contain gardens, grass, or landscapes requiring irrigation. The rear zone is not visible from the street but is essential for maintaining property value and personal enjoyment of outdoor spaces.

(21) "Lease" [See Amended and Restated Declaration of Protective Covenants Section 1.12].

(22) "Living Unit," "Unit," or "Residence" means residences constructed on the Parcels, each intended for use and occupancy as a residence for a single family. [See Amended and Restated Declaration of Protective Covenants Section 1.13].

(23) "Longshore Lake" [See Amended and Restated Declaration of Protective Covenants Section 1.29].

(24) "Member" [See Amended and Restated Declaration of Protective Covenants Section 1.17].

(25) "Minor" is a person 17 years of age and under. [See FL. Statute, Section 743.07].

(26) "Owner" [See Amended and Restated Declaration of Protective Covenants Section 1.23].

(27) "Parcel" [See Amended and Restated Declaration of Protective Covenants Section 1.14].

(28) "Recreational Path" means an improved lane, path, road, trail, or walkway to provide a corridor for travel between destinations primarily by walking, biking, or using non-internal combustion vehicles.

(29) "Residence" [See Amended and Restated Declaration of Protective Covenants Section 1.13].

(30) "Resident" means an Owner or Tenant (or both) depending on the context of a particular rule of regulation. [See Amended and Restated Declaration of Protective Covenants Sections 1.23 - Owner and 1.28 Tenant or Tenants].

(31) "Rules and Regulations" means the administrative rules and regulations governing the use of the Common Area and procedures for administrating the Foundation and Properties, as adopted, and amended by the Board. [See Amended and Restated Declaration of Protective Covenants

Section 1.26].

(32) "Setback" means the minimum distances of a permanent structure's front, rear, and sides in relation to the property lines.

(33) "Single Family Residence" [See Amended and Restated Declaration of Protective Covenants Section 1.27].

(34) "Structure" means anything constructed or erected which requires a fixed location on the ground, in the ground, or attached to something with a fixed location on or in the ground, including buildings. Fences, walls, gates, or posts are not intended to be structures. [See Collier County Land Development Code, Section 1.08.2].

(35) "Tenant" means one who leases from an Owner and holds temporary possession of a Living Unit. [See also Amended and Restated Declaration of Protective Covenants Section 1.28].

(36) "Racquet Sport Member" means an outside non-resident paid Member who enjoys Tennis, POP Tennis, Pickleball, Pool, Fitness, and Dining privileges.

(37) "Unusual Pets" [See Amended and Restated Declaration of Protective Covenants Section 9.6].

Section 1.08 Rules and Regulations.

(1) Adult Supervision of Children.

[Intentionally deleted]

(2) Animals and Pets.

A. Ordinary house pets are permitted, subject to Amended and Restated Declaration of Protective Covenants Section 9.6 and guidelines set forth below.

B. Any solid animal waste shall be immediately picked up, removed, and deposited in a covered outdoor trash receptacle. Violation of this section may be subject ~~the violator~~ to the fines set forth in Appendix 7.

C. While in heat, a pet owner shall confine a female animal to the Residence to avoid contact with another animal or create a nuisance by attracting other animals.

D. No person shall own, keep, harbor, or possess any animal that annoys others nearby by loud, frequent, habitual barking, yelping, braying, crowing, or other noise.

E. No Resident shall inflict or cause cruelty upon any pet.

F. Florida law prohibits the feeding of wildlife and freshwater fish. Nor shall residents, tenants, and guests feed feral cats and the ducks.

(3) Assumption of Risk.

All persons using the Common Areas, as defined in Section 1.07(6), assume all risks associated with using the Common Areas.

(4) Basketball Court

[intentionally deleted].

(5) Bicycles.

Bicycles considered vehicles under Florida law, and as such, bicycle riders must follow all traffic rules.

(6) The Clubhouse

A. **Operating Hours and Activities**: With the concurrence of the Board, the General Manager sets operating hours according to demand and scheduled games and activities. Hours are published online and in the newsletter.

B. **Guest Policy**: Members may entertain guests during open hours and special events.

C. **Food and Beverage**: The Clubhouse must provide all food and beverages. Members may bring wine for a corkage fee. Service charges apply to purchases, with adjustments possible for takeout. An additional fee applies for serving cakes brought in by members.

D. **Reservations**: Recommended for dining and required for special events, with specific cancellation policies listed per event.

E. **Private Functions**: The Clubhouse encourages private events, which can be reserved through the Food & Beverage Manager.

F. **Dress Code and Conduct**: Proper attire, including shoes and shirts, is required. Specific attire rules apply to various areas and events. Athletic gear or wet clothing is not permitted on furniture. Minors may sit at the bar but cannot consume alcohol.

G. **Behavior and Intoxication**: Members and guests must behave respectfully towards staff and others. Intoxicated or misbehaving individuals will not be served and may be asked to leave.

H. **Feedback**: Suggestions or complaints should be written and submitted to management.

I. **Staff and Service Areas**: Only authorized personnel may enter service areas like the kitchen or bar.

J. **Parking**: Vehicles must be parked in designated areas.

K. **Cell Phone Use**: Cell phones should be on silent mode; phone conversations should occur outside the Clubhouse.

(7) Clubhouse Playground.

A. The Playground is open from 8:00 a.m. until sunset.

B. Trees and landscaping are not considered playground equipment and shall not be climbed, pulled, or disturbed.

(8) Commercial Vendors, Contractors, & Vehicles.

A. Commercial vendors and contractors shall perform their services between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 8:00 a.m. to 3 p.m. on Saturday. Work is not permitted on Sundays or national holidays.

B. Section 1.08. 8(A) above does not apply to emergency vehicles, delivery services (e.g., UPS, FedEx, DHL, USPS, Amazon), moving vans, furniture and appliance delivery trucks, and emergency repair services (e.g., HVAC, plumbing, electrical).

C. Commercial vehicles shall not park in a driveway or the street that hinders, impedes, or

obstructs (1) easy ingress or egress to another Resident's driveway or (2) traffic on the streets of Longshore Lake or (3) a pedestrian's use of a sidewalk.

D. Commercial vendors and contractors are subject to the anti-solicitation provision in Section 1.08(38)(A) and Section 1.08 (39) of these Combined Rules & Regulations.

(9) Communication with Foundation Contractors & Vendors.

A. Residents are not permitted to directly engage with contractors retained by the Foundation regarding the specifics of the contracted work, instructions, complaints, or any other matter that could potentially disrupt the contractor's work.

B. Any direct communication between residents and contractors retained by the Foundation should be brief, limited to general courtesies, and non-work-related matters.

(10) Damage to Foundation Property.

Any damage to Foundation Property or equipment caused by an Owner or family member, Guest, Invitee, or Tenant of the Owner shall be repaired or replaced at the expense of the Owner, Guest, Invitee, or Tenant, where applicable.

(11) Drones.

Drones are not allowed other than those used for commercial or civil purposes or with the written permission of the General Manager for special events. The Foundation uses drones for condition assessments of Common Areas and aerial inspection for potential violations.

(12) Electric Vehicle Charging Stations.

All Electric Vehicle Charging Stations must be installed inside an Owner's garage.

(13) Estate Sales.

Estate Sales are permitted for two days with the written permission of the General Manager in advance.

(14) Fitness Center

A. **General Use**

1. Eligibility: The fitness center is exclusively for the use of residents and their invited guests. Residents must always accompany Guests. A Resident may bring only two Guests into the fitness center at one time.

2. Access Hours: The fitness center is open from 5:30 a.m. to 10:00 p.m., including weekends and holidays. Members may access the Fitness Center outside operating hours with key fobs or their mobile phone's Longshore Lake QR codes.[1].

3. Age Restriction: Users must be at least 15 years old. Minors aged 12-15 may use the facility only under direct adult supervision.

B. **Health and Safety**

1. Health Considerations: Individuals should consult with a physician before beginning any

[1] Member's QR code is the two-dimensional bar code on the Longshore Lake mobile phone app.

exercise program. Use the equipment at your own risk.

2. Attire: Proper athletic attire and footwear are always required. Bare feet, open-toed shoes, and wet bathing suits, and street clothes are not allowed.

3. Cleanliness: Please wipe down equipment after use with the provided disinfectant wipes. Personal towels are encouraged.

4. Pets: Pets are not allowed in the fitness center under any circumstances.

C. **Equipment Use**

1. Instructions: Familiarity with equipment operation is required. Misuse of equipment may result in suspension of fitness center privileges. Return free weights and other movable equipment to their original locations after a workout.

2. Equipment Sharing: During peak hours, limit cardiovascular equipment use to 30 minutes per machine when others are waiting.

3. Equipment Damage: Report any malfunctioning or damaged equipment to the HOA management immediately.

D. Behavior

1. Noise Level: Please keep noise to a minimum. Use headphones for personal music or audio devices. All mobile phones must be on silent mode when in the Fitness Center. All phone conversations shall take place outside the Fitness Center.

2. Respectful Conduct: Treat all users with respect. Disorderly conduct, including but not limited to, loud or abusive language, is prohibited.

3. Food and Drink: Only water is allowed in the fitness area. No food, gum, or other beverages are permitted.

E. Accountability

1. Personal Belongings: The Foundation is not responsible for lost or stolen items.

2. Violation of Rules: Non-compliance with these rules may result in a temporary or permanent ban from the fitness center.

F. **Emergency Procedures**

1. Emergency Contact: In case of an emergency, contact 911 immediately. An automated external defibrillator (AED) and first aid kit are available on-site for emergencies.

2. Incident Reporting: Report any accidents or injuries to the management as soon as possible.

By using the fitness center, all users agree to comply with these rules and assume risks associated with the use of exercise equipment. These guidelines are subject to change by the Board to ensure the safety and enjoyment of all Residents**.**

(15) Garages and Auto Storage.

[See Amended and Restated Declaration of Protective Covenants, Section 9.7 and 9.8(A].

(16) Garage & Yard Sales.

Garage and yard sales are prohibited.

(17) Gatehouse.

A. The Gatehouse is staffed 24 hours, seven days a week (unless storm conditions make staffing hazardous).

B. Members, Guests, visitors, and vendors shall treat the gatehouse staff courteously and respectfully.

C. Complaints concerning the gatehouse staff shall be made directly to the General Manager, not to the gatehouse staff.

D. The gatehouse staff has no law enforcement authority.

E. Suspected unlawful behavior or other emergencies should be reported by calling 911 or the Collier County Sheriff's Office at 239-252-9300. After the incident, please notify the Foundation office.

F. All visiting guests, vendors, and contractors shall produce a valid driver's license or ID before a gate attendant permits entry to Longshore Lake. No one shall gain access without proper identification.

G. Residents shall notify the Gatehouse of all visitors via the Longshore Lake website or app.

H. The gate attendant is not permitted to handle parcel pick-ups or deliveries.

I. Bar codes permitting the automated entry gate are available for Residents, Dining Members, and Tennis Members in good standing. Bar codes may be purchased at the Foundation office upon showing a valid driver's license and vehicle registration.

J. Administration staff only must apply the bar codes to vehicles.

(18) Golf Carts.

[See Florida Statute 316.212, as amended, for use of golf carts in Longshore Lake]

Hedges.

[See Article II. Architectural Review Board (ARB) Section 2.07 of this Combined Rules & Regulations document]

(19) Home-based Businesses.

[See Amended and Restated Declaration of Protective Covenants Section 9.1]

(20) Holiday Decorations.

A. Holiday Decorations (including holiday lights) do not require ARB approval if Residents follow the time periods in this Section. However, deviations from these time periods may subject a Resident to receiving a notice of violation letter after a one-week grace period as required by State law.

B. Residents shall place Holiday Decorations on their property only. Placing Holiday Decorations in the Common Areas (including cul-de-sacs) is prohibited absent express written approval from the General Manager.

C. Holiday-themed flags are considered Holiday Decorations and, therefore, subject to the same time periods in this Section. Holiday flags shall not be larger than 4.5 feet by 6 feet.

D. Large, inflatable decorations may be displayed only during the Halloween, Easter, and year- end holidays of Christmas, Hanukkah, and Kwanzaa.

E. Time Period 1.

1. *Holidays*: New Years' Day, Martin Luther King Day, Valentine's Day, St. Patrick's Day, Cinco de Mayo, Memorial Day, Flag Day, Independence Day, Columbus Day, and Veterans Day.

2. *Time Period*: Decorations may be installed three days before the holiday and removed three days after.

F. Time Period 2.

1. *Holidays*: Easter, Halloween, Thanksgiving.

2. *Time Period*: Decorations may be installed fourteen days before the holiday and must be removed within seven days after the holiday.

G. Time Period 3.

1. *Holidays*: Christmas, Hanukkah, Kwanzaa

2. *Time Period*: Decorations may be installed the Saturday before Thanksgiving and removed by January 10th.

(21) Hurricane Season.

A. Owners planning to be absent during the hurricane season (June 1-November 30) shall prepare their home and Lot before leaving by removing all furniture, potted plants, and other movable objects from the covered patio or screen enclosure area and the outside of the home.

B. The Owner also shall designate a responsible person or individual to care for the home and Lot should they suffer hurricane damage.

C. The Foundation has a Hurricane Emergency Plan that outlines steps Residents may take to help with their safety before, during, and after a hurricane. The Hurricane Emergency Plan is available on the Longshore Lake website.

(22) Irrigation.

A. All irrigation controls on individual residences shall follow the Foundation's Master Irrigation Plan. See Amended and Restated Declaration of Protective Covenants, Section 6.4. This plan designates days to water, duration, and time of day. Therefore, it is essential that individual controllers NOT be changed from the scheduled settings.

B. Controllers shall be located on accessible exterior walls, not in locked areas such as garages or lanais. In addition, the Foundation has a permanent easement to inspect and reset all irrigation controllers.

C. A residential irrigation system may malfunction.

1. In that case, the Foundation may shut off the water supply at the demark gate valve between the residential property and the Foundation supply main.
2. The Foundation will not turn on the water supply until the Resident corrects the malfunction.
3. The Foundation is responsible for the maintenance and repairs of the irrigation systems from the street to the main valve of the residential property.
4. The Owner is responsible for maintenance and repair of the irrigation system of the main valve and all other equipment, suppliers, and devices beyond the main valve.
5. Violation of this Section may be subject to the fines set forth in Appendix 7.

D. The Foundation recommends that all Owners have a designated irrigation contractor to resolve malfunction issues.

E. All problems with irrigation systems in Common Areas and residential areas (e.g., supply system leaks or excess watering) shall be brought to the attention of the Foundation immediately.

F. Wet checks of irrigation systems are authorized only on Wednesdays and Thursdays between 8:00 a.m. and 3:00 p.m. They are limited to 10 minutes per zone.

G. The Foundation reserves the right to fine Owners or restrict their water supply for failure to comply with these irrigation rules.

(23) Leasing.

[See Amended and Restated Declaration of Protective Covenants Section 12]

(24) Nuisance and Disturbances.

A. See Amended and Restated Declaration of Protective Covenants Section 9.3 and Collier County NOISE ORDINANCE - Chapter 54 - Environment, Article IV. Noise, Version June 5, 2024.

B. Owners, Family Members, Guests, Invitees, and Tenants have the right to quiet and peaceful enjoyment of the property without interference. Consistent with that right, the following rules apply to activities conducted within Longshore Lake.

C. [Intentionally deleted].

D. Nothing shall be done that may be an unreasonable annoyance or a nuisance to any other Owner or interferes with the peaceful possession or proper use of the Residences or the surrounding areas.

E. Nothing shall be done within the Foundation Property or any Residence that causes embarrassment, discomfort, unreasonable annoyance, or nuisance to any Owner, Family Members, Guests, Invitees, Residents, Tenants, and all Foundation contractors (including but not limited to the Gatehouse staff) using any portion of Longshore Lake.

F. Loud noises, obnoxious activities, or noxious odors that would be offensive to a reasonable

person are not permitted.

G. Fireworks are prohibited at Longshore Lake.

H. None of the following shall be located, used, or placed on any Lot or inside any Residence or exposed to other Owners without the prior written approval of the Board:

1. horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes); or

2. noisy vehicles, off-road motor vehicles; or

3. any items which may unreasonably interfere with television or radio reception.

I. Residents shall not operate radios, televisions, musical instruments, speakers, or any other noise-producing devices or equipment at times or at volume levels that shall disturb others.

(25) Observance of Governmental Requirements.

A. All applicable laws, zoning ordinances, orders, rules, regulations, and requirements of all governmental bodies having authority shall be observed ("Governmental Requirements").

B. Violations of any Governmental Requirements relating to the Longshore Lake property or any Lot or Residence shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

C. Under State law, the Foundation may not restrict parcel owners from installing, displaying, or storing any items on a parcel which are not visible from the parcel's frontage, adjacent parcel, adjacent common area, including, but not limited to, artificial turf, boats, flags, vegetable gardens, clothes lines, and recreational vehicles. [See FL. Statute 720.3075 (2024)]. If there is a conflict or inconsistency between this Section 1.08(25)(C) and any covenant restriction, bylaw, or rule of the Foundation, the language of Section 1.08(25)(C) will prevail.

(26) Official Records Request.

[See Longshore Lake Website]

(27) Open Houses.

A. Open Houses for the public may only be held on Saturdays and Sundays between 12 p.m. and 5 p.m.

B. Open houses for realtors may be held on any day of the week.

(28) Outdoor Play Equipment.

[See Article II. Architectural Review Board (ARB) Section E (11) of these Combined Rules and Regulations.]

(29) Parking and Vehicle Restrictions.

A. See Amended and Restated Declaration of Protective Covenants Sections, 9.7 and 9.8.

B. Regardless of any covenant or rule, State law does not permit HOAs to prohibit the parking of pickup trucks in the owner's driveway or any area where the owner, their guest, or invitee has the right to park. [See FL. Statute 720.3075 (2024)].

C. State law allows the parking of work vehicles (regardless of its visible designation) where owner, their guest, or invitee has the right to park, provided the work vehicle is not classified as a "commercial motor vehicle"[2] under state law. [See FL. Statute 720.3075 (2024)].

(30) Portable On Demand Storage ("PODS").

Portable On Demand Storage "PODS" units may be stored on driveways for a period not to exceed seven (7) days in any six (6) month period. Residents shall notify the Foundation office of the day a POD will be stored on their driveways.

(31) Quiet Hours; Use of Gas-Powered Equipment & Power Tools.

A. Gasoline, electric, and pneumatic-powered tools shall be operated outdoors or in an open garage between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 8:00 a.m. to 3:00 p.m. on Saturday.

B. Gas-powered landscaping equipment includes, but is not limited to, lawn mowers, chain saws, leaf blowers, string trimmers, and hedge trimmers.

C. Article I (D) (31) (A) and (B) above shall not apply to Residents or utility vendors (e.g., Comcast, FPL, phone company, water company, Collier County Utilities.

(32) Racquet Sports.

[See Longshore Website for rules and regulations for Racquet Sports].

(33) Responsibility for the Acts of Others.

Owners are responsible for the actions of their Family Members, Guests, Invitees, Tenants, contractors, and persons over whom the Owner exercises control and supervision.

(34) Right to Privacy.

A. Residents may install cameras on their Lot for security purposes.

B. Florida Statute, Section 810.145, titled "Video voyeurism," makes it illegal to record video of a person without their knowledge where they have a reasonable expectation of privacy, such as in your own home and backyard.

(35) Shoreline Buffer.

[See Longshore Lake Website]

(36) Sidewalks and Pedestrian Paths.

A. Pedestrians should use sidewalks where present.

B. When walking in the street, pedestrians should use the left side of the road facing oncoming traffic.

C. Pedestrians should wear light-colored clothing and reflective devices when walking at night.

[2] Florida Statute Section 320.01 defines a "commercial motor vehicle" as a vehicle with a gross vehicle weight of 26,001 pounds or more. This includes vehicles used for transporting property or passengers for compensation and meeting this weight threshold.

D. Sidewalks and pedestrian paths shall not be blocked in any way.

(37) Signs.

[See Amended and Restated Declaration of Protective Covenants Section 9.2 and Article II. Section 2.17(16) of these Combined Rules & Regulations]

(38) Smoking.

Smoking is prohibited in the Clubhouse, Fitness Center, patio, tennis courts, and swimming pool area, except in designated areas.

(39) Solicitation.

A. Unless authorized by federal, state, or local law or specifically approved by the Board, soliciting is prohibited within residential areas or at any Longshore Lake facility. Soliciting includes leaving fliers, business cards, and samples at residences.

B. "Soliciting" does not include:

1. Soliciting orders on behalf of a religious, charitable, scientific, educational, or veterans' institution or organization holding a sales tax exemption certificate under [FL. Statute, Section 212.08(7)]

2. Minors conducting home solicitation sales under the supervision of an adult supervisor with a valid home solicitation sale permit. Minors must carry personal identification, including their full name, date of birth, residence address, employer, and adult supervisor's name and permit number. [See FL. Statute, Section 501.22(1)(b)(5).]

C. To prevent solicitors from knocking on your door, the Foundation suggests posting a "No Solicitation" or "No Trespassing" sign on the front door. The sign should be no larger than a typical bumper sticker (11.5" x 3").

D. Residents may conduct door-to-door political activity within Longshore Lake if Residents meet the following conditions:

1. Door-to-door political activity is permitted only between sunrise and sunset.

2. Each Resident conducting door-to-door political activity must prominently display an identification tag, along with the prominent identification of the candidate or ballot issue that is the subject of the support or opposition.

3. Non-residents, even if accompanied by a Resident, are not permitted to conduct or participate in door-to-door political activity within Longshore Lake.

4. Longshore Lake is not required to make its Common Areas other than roadways and sidewalks that are typically open to visitors available to circulate political petitions to anyone who is not a Resident of Longshore Lake.

(40) Swimming Pool (Clubhouse).

A. **Swim at Your Own Risk**: No lifeguard is on duty. Users swim at their own risk.

B. **Liability Disclaimer**: The Foundation and Board are not responsible for any accidents, injuries, or property damage.

C. **Non-Liability Agreement**: Users agree not to hold the Foundation or Board liable for any incidents in the pool area.

D. **Operating Hours**: Open daily from 8 a.m. to sunset. The Foundation may close the pool at any time.

E. **Proper Swimwear**: Appropriate swim attire is required. Cut-offs are prohibited.

F. **Compliance with Rules**: Always obey all posted pool rules.

G. **Prohibited Items**: Do not bring items that may pollute or pose hazards to swimmers.

H. **Swim Diapers Required**: Non-toilet-trained children and incontinent adults must wear swim diapers or waterproof covers.

I. **Safety Conduct**: No running, pushing, rough play, diving, or use of profane language is allowed.

J. **Music and Electronics**: Use headphones for music devices unless during organized fitness activities.

K. **Floatation Devices**: Non-swimmers must use floatation devices.

L. **Food and Beverage**: Only consume food and drinks purchased or provided by the Foundation, except one's own personal water bottles.

M. **No Glassware**: Glass or breakable containers are not permitted.

N. **Trash Disposal**: Dispose of trash in the provided containers.

O. **Use of Furniture**: Only use furniture provided by the Foundation.

P. **Personal Belongings**: Remove personal items, including towels, when leaving the pool area.

Q. **Restroom Access**: Use restrooms via the outside entrance to the Fitness Center.

R. **Private Functions**: During private functions, only people associated with the private event may use the pool and lanai area.

(41) Trash Collection and Waste Storage.

A. See Collier County requirements regarding solid waste, trash collection, and recyclables.

B. State law requires 24-hour grace period before and after the time a Resident may place trash cans at the end of the driveway or curb. [See FL. Statute 720.3075 (2024)]

C. Construction materials left on the driveway or in the yard longer than one week require permission from Foundation. Construction materials may never be stored on the street.

(42) Trespassing.

A. No Owner, Tenant, or Guest shall trespass on or traverse another Resident's property without consent, including cutting through a property as a means of access to different areas of Longshore Lake.

B. The Foundation staff may cross the property of a Resident when on Foundation business or to enforce violations of any Governing Documents.

(43) Unlicensed, Unregistered Wheeled Vehicles.

Motorized toys, motorized bikes (excluding e-bikes), go-carts, radio-controlled vehicles, and battery-operated toys are prohibited on Clubhouse Common Areas, drives, sidewalks, the racquet courts, the dining deck, the pool area, the parking lot, and Longshore Lake roads.

(44) Use and Enjoyment of the Lake

A. Owners, Family Members, Guests, Invitees, and Tenants shall engage in "Catch and Release" when fishing in the Lake.

B. Wildlife shall not be fed, teased, mistreated, trapped, or destroyed.

C. Alligators, snakes, bears, and other wildlife may be present. Dangerous wildlife should be reported to the Fish & Wildlife Department.

D. Trash, solvents, waste, and horticultural products shall not be deposited into the Lake, pond, or storm drains. [See Amended and Restated Declaration of Protective Covenants Section 7.5 (B).

(45) Watercraft; Use of Lake & Pond.

A. **Regulations Overview**: The Amended and Restated Declaration of Protective Covenants Section 7.5 (A), along with the following rules, govern the use of watercraft, the lake, the pond, and fishing activities.

B. **Definition of Watercraft**: Under Florida law, paddleboards, kayaks, and canoes are considered watercraft. They require a USCG-approved life jacket for each person and a sound-producing device when on the water, except in designated swimming, surfing, or bathing areas.

C. **Registration**: All motorized watercraft must be registered with the Foundation office, regardless of state registration requirements.

D. **Identification and Responsibility**: Residents must label their watercraft with their lot number for identification. Owners are responsible for retrieving their watercraft if it becomes adrift.

E. **Size and Power Limitations**: Watercraft may not exceed 19 feet in length and can be powered by hand, foot, oars, paddles, sails, or electric motors.

F. **Speed and Wake Restrictions**: Watercraft that produce a wake must not exceed five mph on the lake. Paddleboards, hydrofoil paddleboards, kayaks, canoes, rowboats, pedal boats, and sailboats under wind power do not produce a wake. See FL. Statute 327.463.

G. **Watercraft Storage**: State law requires that the storage of watercraft cannot be visible from the parcel's frontage or adjacent areas. [See FL. Statute 720.3075 (2024)].

H. **Maintenance**: Both watercraft and docks must be maintained in proper, serviceable condition.

I. **Age Restrictions for Operation**: Individuals must be at least 14 years old to operate a personal watercraft. Allowing anyone under 14 to operate a personal watercraft is unlawful.

J. **Lifejacket Requirement**: Federal law mandates that children under 13 years old wear a lifejacket while a vessel is underway.

K. **Ramp Usage**: With approval and supervision from the General Manager, residents may use the Foundation ramp at Longshore Lake West for launching or removing boats for purposes such as buying, selling, or servicing.

L. **Restrictions on the Pond**: Watercraft are not allowed in the pond next to the Gatehouse.

M. **Swimming and Diving Prohibition**: Swimming, diving off docks, and wading from the shoreline are prohibited in both the lake and the pond.

Article II. ARCHITECTURAL REVIEW BOARD

Section 2.01 Overview.

For detailed governance, refer to the Amended and Restated Declaration of Protective Covenants, Section 4.

Section 2.02 ARB Application Process.

Follow the procedures outlined in Section 4 of Covenants for application requirements and power descriptions of the ARB.

Section 2.03 Variances.

The ARB evaluates variance petitions based on specific criteria addressing unique conditions, hardships, health standards, and consistency with governing documents. Detailed explanations for each criterion are necessary for consideration.

(1) Are special conditions and circumstances peculiar to the location, size, and characteristics of the land, structure, or building involved?

(2) Are there special conditions and circumstances that do not result from the applicant's action, such as pre-existing conditions relative to the property subject of the variance request?

(3) Will a literal interpretation of the provisions of the Governing Documents and ARB Rules work an unnecessary and undue hardship on the applicant or create practical difficulties for the applicant?

(4) If granted, will the variance be the minimum to make the reasonable use of the land, building, or structure possible and promote health, safety, or welfare standards?

(5) Will granting the requested variance confer on the petitioner any special privilege denied by the Governing Documents and ARB Rules to other lands, buildings, or structures in this development?

(6) Will granting the variance be consistent with the intent and purpose of the Governing Documents and ARB Rules?

(7) Will the grant of the variance be harmful to the immediate neighborhood, the larger development, or otherwise detrimental to the public welfare?

(8) Are there natural or physically induced conditions that impact the goals and objectives of the Governing Documents and ARB Rules, such as natural elements, green space, and lakes?

(9) Will granting the variance be consistent with the Governing Documents and ARB Rules?

(10) Has any ARB decision, Board decision, County zoning verification, or interpretation been rendered previously regarding the subject property? If so, please provide copies of all decisions, verifications, and interpretations.

Section 2.04 Permitted Communications & Scope of Authority.

(1) The Compliance Coordinator facilitates communication regarding ARB applications, maintaining decorum and procedural integrity.

(2) The Board solely hears appeals from ARB decisions.

(3) ARB applicants (or those considering applying to the ARB) shall not contact or communicate with any member of the ARB or Board regarding pending or planned ARB applications.

(4) Individual ARB and Board members cannot communicate with any ARB applicant regarding pending or planned ARB applications outside of a duly noticed meeting.

(5) The Compliance Coordinator shall act as the liaison for all communications between the ARB applicants and ARB and Board members regarding pending or planned ARB applications.

Section 2.05 Appeal to the Board of Directors.

[See Amended and Restated Declaration of Protective Covenants, Section 4, regarding the necessity or architectural review and approval, architectural review, and the power and duties of the Architectural Review Board].

Section 2.06 ARB Building and Design Requirements.

(1) Design Requirements for Residences.

A. Minimum air-conditioned residence floor area – refer to covenants for appropriate phase specifications.

B. Enclosed garage for at least two cars.

C. Minimum building setbacks from property lines: [See Appendix 4].

D. The ARB shall approve all roofing materials. The type of material proposed for a structure shall be included in the building plans submitted to the ARB for approval.

E. Asphalt roofs or materials of similar nature are not allowed.

F. All screened enclosures shall have a pitch compatible with the pitch of the roof of the dwelling to which it is attached.

G. The minimum elevation of all habitable floors will be one (1) foot above the grade of the roadway in front of the property OR at least 15.5 feet NGVD, whichever is greater. The maximum elevation of all floors will be 18 feet HGVD.

H. ARB approval is not needed for the interior of a structure if it is not visible from the parcel's frontage, an adjacent parcel, or common areas. [See FL. Statute 720.3075 (2024)].

I. ARB approval is not required for central air conditioning, refrigeration, heating, or ventilating systems if these systems are not visible from the parcel's frontage, adjacent parcels, or common areas and if they are similar to systems that the ARB

has already approved or recommended. [See FL. Statute 720.3075 (2024)].

(2) Required Building Plan Information.

A. Residence floor plan (1/8" or ¼" scale)

B. Building elevations for all sides (1/8" or ¼" scale)

C. Material specifications and colors proposed for exterior walls, roof, and driveway.

D. Pool, screen, and enclosure design and location.

E. Exterior lighting plan.

(3) Required Site Plan Information.

A. Scale no smaller than 1" = 30'

B. Existing grades; finished grading plan and drainage plan.

C. Building location with dimensions to property lines and setbacks. [See Appendix 4]

D. Drives, walks, walls, pools, terraces, etc.

E. Location of trash dumpster and toilet facilities.

F. Landscape planting plan, irrigation plan for all trees and plants.

G. All working plans shall be signed by the author of the drawings and dated.

(4) Design Requirements for Irrigation Systems.

A. The Longshore Lake Foundation, Inc. has a master irrigation system for the entire community. Each builder shall tap into the system. [See Amended and Restated Declaration of Protective Covenants Section 6.4 for more details]

B. Review and approval of an irrigation plan are required based on the following guidelines.

1. The Owner owns and is responsible for the system from the gate valve to the home. The Foundation owns the gate valve and is responsible for the water supply to the gate valve. [See Amended and Restated Declaration of Protective Covenants Section 6.4 (A)]
2. Multiple irrigation zones are permitted, each having a supply of 45 GPM at 50 psi. Regardless of the number of zones, each lot Owner will be held to the total allotted watering time declared by The Foundation.
3. The Owner must install and maintain electric timer clocks and rain sensors. [See Amended and Restated Declaration of Protective Covenants Section 6.4 (B)]
4. The Foundation recommends two 2" solenoid valves and 4" pop-up type mist heads.
5. An Owner will set and maintain the irrigation times according to the Foundation Schedule.
6. The Longshore Lake Foundation shall approve the irrigation plan and inspect the tie-in system.

(5) Rules & Regulations for Contractors

A. **Contractor Agreement**: All contractors must sign the "Regulations for Lakeshore Lake Contractors" document before commencing work. This document is available for download on the Longshore Lake website or can be obtained in hard copy from the Administration office.

B. **Dumpster Requirement:** A dumpster may be mandated for each building site as determined by the Architectural Review Board (ARB).

C. **Utility Sleeve Installation:** A sleeve with a locator wire must be installed under the driveway to house utility cables. Specifications: 3 inches in diameter, 3 feet back from the curb, and 30 inches deep.

D. **Storage Restrictions:** No items may be placed or stored on Foundation property, streets, vacant lots, or adjacent lots without written approval from Longshore Lake.

E. **Conduct on Property:** Contractors who do not exercise due care while on Foundation property may be prohibited from entering Longshore Lake at the Foundation's sole discretion.

F. **Working Hours:** Commercial vendors and contractors are permitted to perform services between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 8:00 a.m. and 3:00 p.m. on Saturdays. No work is allowed on Sundays or national holidays.

G. **Authorized Entry Only:** Unauthorized entry by workers is prohibited.

H. **Permit Display:** Contractors must use a permit board to display building permits visibly.

I. **Registration Requirement**: Contractors must register with the Gatehouse.

J. G**ate Pass Display:** Longshore Lake gate passes must be displayed on vehicle windshields while on the property.

K. **Language and Noise Policy**: Swearing or foul language on-site is prohibited. Loud music is not allowed.

L. **Sidewalk Access:** Sidewalks are for Residents' use only and must be kept clear and clean of obstructions.

M. **Site Cleanliness**: Job sites must remain clean and free of trash and unused materials. Daily removal of trimmings, cut-offs, and waste is required.

N. **Trash Management:** Subcontractors and workers should not overfill dumpsters and must inform the contractor of anticipated large volumes of waste. The contractor is responsible for arranging dumpster replacement.

O. **Material Storage:** Materials must remain neatly stacked until installation.

P. **Spillage and Cleaning:** Clean dripping spillage or overspray immediately before it hardens.

Q. **Street Cleanliness:** Any debris tracked into the street or runoff caused by construction traffic must be promptly cleaned or swept.

R. **Cleaning Compliance:** If proper cleaning is not conducted, the Foundation may undertake the work at the builder's expense.

S. **Concrete Washing:** "Washing out" of concrete trucks or equipment must occur off-site only.

T. **Worker Conduct Responsibility:** Contractors and subcontractors are responsible for their workers' actions and adherence to these regulations.

U. **Prohibition on Solicitation:** Contractors are not allowed to place signs soliciting business.

Section 2.07 ARB Landscaping Requirements.

(1) Landscape Design.

A. When installing new landscape material, it is vital to consider Florida's water shortages and ongoing irrigation restrictions. Therefore, wherever possible, the new landscape should include Florida Native plants and other drought-tolerant materials.

B. A good resource for such material and ways to incorporate it into your landscape design is a website maintained by The University of Florida (www.floridayards.org).

C. The plant palette in Appendix 2 should be followed.

D. Xeriscape landscapes needing little or no water beyond what the natural climate provides, eliminating or reducing the need for irrigation) plans are encouraged.

E. All lots are to be connected to and use the master irrigation system. [See Amended and Restated Declaration of Protective Covenants Section 6.4]

(2) Landscaping Requirements.

A. All plantings require ARB approval, except annual flowers and replacement plants or re- designing the existing landscape bed.

B. Trees always require ARB approval for either planting or removal.

C. The Foundation may authorize the immediate removal of diseased trees.

D. All lots must have at least one native canopy tree from the list under [Appendix 2] and three palm trees.

E. The required native canopy tree(s) shall be graded Florida # 1 or better and be a minimum of 10' in height, with a 4' canopy and a one ¾ inch caliper.

F. All plantings shall conform to Collier County regulations.

G. All plantings in the front and side yards shall be maintained in a manner that does not impair line of sight for drivers and pedestrians traveling on the adjacent road or sidewalk.

H. Shrubbery should be provided on all four sides of the house.

I. Hedges shall not exceed 14 feet in height.

J. Owners shall abide by all Collier County and ARB landscaping regulations. In addition, Owners should not plant any Unacceptable Plants listed in Appendix 3 or any exotic plants banned by Collier County.

K. The Irrigation Front Zone should be planted with trees, shrubs, and bushes from the Recommended Plant Palette listed on the Longshore Lake Website. This will ensure uniform character to Longshore Lake's streetscape. Existing trees on adjoining lots

should be considered when determining plant location.

L. The Irrigation Rear Zone plantings should consist primarily of palms to create a tropical appearance."

Section 2.08 Irrigation Rear Zone Drainage & Irrigation.

(1) Lots shall not have a drainage system or structure that can visibly erode the backyard and shore.

(2) Any structure or rain drainage device causing erosion along the lake/pond bank or shoreline is a violation of these rules. Said structure or rain drainage device must be removed and the shoreline repaired by the Owner at the Owner's expense. The repair work shall be subject to inspection by the Foundation and the Foundation shall determine whether the repairs bring the property into compliance.

(3) Rain diffuser boxes shall be as far from the shore as practicable but in no event shall said diffuser devices be located less than 16 feet from the shoreline.

(4) Backyard walkways must be permeable to ensure access to the utility easements. If it is necessary for the Foundation to access the ground around/under a backyard walkway, the Owner shall be responsible for the costs incurred for the removal of the walkway material and of the replacement of the walkway. Wood mulch or pine bark mulch is not acceptable

(5) See also Amended and Restated Declaration of Protective Covenants Section 9.20 regarding Water Management and Drainage.

(6) Mulch may include shells, gravel, small stones, or other materials that do not readily wash into the Lake.

(7) No one shall install fences, hedges, landscaping, play structures, or other material obstructing an adjacent neighbor's view of the Lake.

Section 2.09 Landscape Screening.

(1) A landscape screen of shrubs, a four-foot-high fence, or sub-canopy material shall be installed around all:

- air conditioning units
- pool equipment
- generators
- small propane tanks (rated forty pounds and less)
- garbage cans, and
- other visible mechanical equipment

(2) When fully grown, the plantings should be sufficient to hide any equipment from the street.

Section 2.10 Landscape Architects.

Landscape Architects and Contractors shall be informed of these regulations by the general contractor and Owner for landscaping a property within Longshore Lake.

Section 2.11 Landscape Lighting.

(1) Landscape lighting plans shall be submitted to the ARB for approval.

(2) Care should be given to the placement and direction of all lighting so as not to disturb or affect neighbors.

Section 2.12 Statues and Fountains.

(1) The yard shall have ARB approval for fountains, statues, and other permanent decorative items.

(2) Anything requiring alternating current shall have ARB approval.

Section 2.13 Sod.

(1) Sod shall be used in all areas that abut the right of ways and areas adjacent to the Lake; this includes the lake bank to minimize erosion.

(2) The approved sod shall be St Augustine (Floritam) or Empire Zoysia.

(3) Landscaped beds are encouraged, incorporating drought-tolerant plant material.

(4) All lots shall have sod in all areas except for landscaped beds.

(5) Artificial turf is not intended as an alternative to sod.

Section 2.14 Mulch Materials and Decorative Stone.

(1) Mulch within landscape beds shall be a wood derivative (Cypress, Eucalyptus, Pine, Pine Straw, etc.) or rubber mulch.

(2) Xeriscape lots may use decorative stone as mulch.

(3) Decorative stones, coquina shells, and stepping stones may be used as pathways and borders around landscaped beds.

Section 2.15 Replacement of Trees.

(1) When the ARB approves or requires the removal of a native canopy tree or any of the three required palm trees, the Owner must replace it unless the property continues to meet the minimum tree requirements. All replacement trees must be selected from the approved Native Canopy Trees list in Appendix 2, unless the Owner has obtained a variance from the ARB or successfully appealed an ARB denial to the Board of Directors.

(2) Replacement native canopy trees must be Florida #1 or better, with a minimum height of ten feet, a four-foot canopy, and a 1-¾ inch caliper, and must follow all applicable Collier County Regulations. If a required palm tree in the Irrigation Rear Zone is removed due to disease, it must be replaced with another palm, unless the Lot already has three palms.

(3) If the Owner does not replace an improperly removed tree, the General Manager or Administrative Designee shall issue a violation notice and refer the matter to the Community Standards Committee.

(4) Owners and contractors will be responsible for damage to underground services, streets, and sidewalks where applicable.

Section 2.16 New Landscaping During the Dry Season.

(1) The ARB may suspend the 90-day timetable for installing new landscaping for Owners' lots from December to June or the beginning of the rainy season.

(2) Owners who wish to use garden hoses and water sprinklers may do so at their own expense and in compliance with South Florida Water Management District regulations.

(3) The ARB may consider exceptions if a wetter-than-average winter season occurs.

Section 2.17 ARB General Requirements.

(1) Decks.

Decks and similar structures (e.g., gazebos, pergolas, etc.) are prohibited.

(2) Docks.

A. Approval & Compliance

1. Boat docks require prior written approval from the ARB and must comply with the specifications below.
2. Owners are responsible for obtaining all necessary permits from Collier County or other regulatory agencies.
3. Existing docks not in compliance with ARB regulations must be brought into compliance when substantially repaired, rebuilt, or replaced.

B. Design & Use

1. All docks must be floating structures.
2. Appendix 5 provides the required dock specifications.
    a. Anchoring posts and cables are optional to reduce movement during high winds or hurricanes.
    b. A dock's deck (the floating portion) may not exceed 100 square feet.
3. Free-standing structures (e.g., boat lifts, awnings) and bird or duck deterrents are prohibited.
4. Docks are for mooring boats, fishing, and the Owner's enjoyment. Only chairs, benches, and properly stored, approved vessels may remain on a dock when not in use.

C. Safety Features

1. Owners may install safety railings on both sides of the dock and the ramp.
2. Railings must not obstruct neighboring homes' views of the lake.
3. Railings cannot exceed 3 feet in height or 16 feet in total length.

D. Lighting & Identification

1. Owners must submit dock lighting plans to the ARB for approval.

2. Owners must register their docks with the Foundation.

3. Each dock must display the Owner's Lot number in a visible location for identification if it becomes adrift.

4. The Owner is responsible for retrieving a dock that becomes adrift.

E. Permanent Dock Removal

1. Upon permanent removal, the Owner must restore the lake bank, slope, and littoral zones in accordance with South Florida Water Management District requirements.

2. The Owner must notify the Foundation and the ARB in writing upon completion of restoration and provide before-and-after photographs for final inspection.

(3) Dumpsters.

A. The placement of a dumpster on an Owner's property requires ARB approval in advance of the placement of the dumpster.

B. Owners shall provide pictures of the driveway, curbs, and roadway with their dumpster application and a $500 deposit.

C. Owners shall notify the Foundation immediately when the approved dumpster is delivered to the site.

D. A dumpster may not sit in a driveway longer than 14 days. Owners shall notify when a dumpster is removed.

E. The Foundation with return the $500 deposit if there is no damage to Foundation Property or Common Areas.

F. Dumpsters shall be used only for construction materials, not household trash, garbage, or yard waste.

(4) Driveways.

A. Changes to an Owner's driveway require ARB approval. Changes include changes in material, color, shape, or configuration.

B. A sample of paint color, stain, bricks, or interlocking paver colors, along with drawings or site plans, shall accompany the application.

C. Painting, staining, and repainting the same color also require ARB approval.

D. Black asphalt driveways are not permitted.

E. Sidewalks are considered Common Areas and shall not be modified.

F. Owners shall be responsible for the maintenance of the entire length driveway, including sidewalk area, if they pave over the sidewalk without ARB approval.

(5) Flags & Flagpoles.

[See Amended and Restated Declaration of Protective Covenants Section 9.11 regarding flags and flagpoles]

(6) Fences and Walls.

A. Fencing and walls may be considered for privacy gardens, utility buffers, and small dog runs.

B. The following guidelines will be used in evaluating requests for fences and walls:

1. Four-foot-high fences and walls may be permitted to create small privacy gardens or utility buffers.
2. Fences and walls should be within the building setback limits.
3. The ARB reserves the right to approve the construction of a wall or fence outside the setback limits. When using fences and walls, they shall be of a style and color complimentary to the style and color of the house.
4. All fences and walls shall have an approved landscaping buffer between the fence, wall, and adjacent properties.
5. No chain link, wire, or wooden stockade fences are permitted.
6. Fences are not permitted on the property line.
7. Fences for small dog-run enclosures may be no more than four feet high, five feet wide, and 15 feet long.

(7) Garage Door Screens.

A. Installation of garage door screens requires ARB approval.

B. Screen doors shall be adequately opaque to block visibility from the street into the garage.

C. Visibility from the garage to the street is acceptable.

D. Garage door screens may not be used with interior lighting at night if that causes the garage's interior to be visible from the street.

E. Color and framing of the garage screen door shall be coordinated with the house, trim, window colors, and patterns in a manner acceptable to the ARB.

F. An approved, closed garage screen door that meets the requirements of this Section shall be considered an acceptable substitute for a closed garage door.

(8) House Colors.

A. The ARB shall approve all paint colors applied to a Residence to ensure a consistent and uniform appearance in Lakeshore Lake.

B. Before painting, Owners shall submit to and receive approval from the ARB a color plan showing the color of all exterior surfaces.

1. Owners shall include samples of the actual colors they intend to use.
2. The ARB will return applications submitted without color samples.

C. There must be a minimum distance of one home to either side and in front of the applicant's house before a color combination can be repeated.

D. The ARB may require an Owner to repaint the home if the Owner fails to apply for approval or paints the home a color scheme different from the ARB-approved color scheme.

(9) Hurricane Shutters.

A. Hurricane shutters made of metal, fabric, or clear plastic may remain up during the hurricane season, from June 1st to November 30th. If the shutters are metal, they shall be painted to match the house.

B. Unpainted metal shutters, plywood, and other protection are permitted only during hurricane watches, hurricane warnings, hurricanes and for two days after or when it is safe to return home.

C. The ARB may grant variances to this policy (e.g., allowing a seasonal resident to install shutters before they leave for the summer).

(10) Mailboxes.

A. See Amended and Restated Declaration of Protective Covenants, Section 9.19 regarding the use of mailboxes.

B. Plants shall not extend beyond the front of the mailbox or interfere with mail access.

C. Plants on either side of the mailbox may not infringe on the approach and departure of the mail carrier's vehicle.

(11) Playground Equipment.

A. All playground equipment located in an Owner's yard shall be maintained in good and safe condition.

B. Any allowable playground equipment shall be hidden as much as possible from the street view, the view of adjoining Owners, and the view of Owners across the Lake.

C. An Owner shall apply to the ARB for playground equipment that cannot be stored out of sight (e.g., basketball hoops, playhouses, swing sets).

D. Proposed location and a picture of the proposed playground equipment shall be submitted to the ARB for approval before installation.

E. The equipment shall not interfere with the view of the Lake of the neighboring homes.

F. No more than one piece of playground equipment per Lot shall be allowed.

G. Trampolines are not allowed under any circumstances.

H. Playhouses may not be used for storage sheds.

(12) Pools.

A. Above-ground pools shall not be erected, constructed, or installed on any Lot.

B. The existing slope of a Lot must be maintained or reduced when constructing an in-ground pool.

C. To protect the ecosystem and maintain water quality, Owners are prohibited from draining chlorinated water or salt water from swimming pools into the lake. Owners in violation of this Section 2.17(12). will be subject to fines and penalties. Owners are also responsible for actions of their contractors who violate this rule.

(13) Propane Gas Tanks.

A. All propane gas tanks rated 40 lbs. or less shall be screened by an enclosure or landscaping. ARB approval is not required for propane tanks smaller than 40 lbs.

B. Installation of propane tanks rated larger than 40 lbs. shall be placed underground and require ARB approval in advance. Owners shall submit a site plan with their application.

C. Owners shall not install propane tanks or their supply lines in an easement.

D. Owners also shall comply with Collier County regulations and required permits for installing propane tanks.

(14) Roofs.

A. Installation of a new or replacement roof requires ARB approval.

B. Asphalt shingle materials are not permitted. Owners of homes with roofs with asphalt shingle material shall replace them with tile or metal when re-roofing.

C. Roofing material shall be tile, aluminum, or an approved metal roofing. The style and color should fit the community's ambiance and the Owner's home. The ARB reserves the right to withhold approval of colors like those of nearby homes.

(15) Satellite Dishes.

A. Section 9.11 of the Amended and Restated Declaration of Protective Covenants covers information about satellite dishes and complies with written Federal law.

B. ARB approval is not required to install a dish antenna.

C. Dish antennas shall be no larger than 39.37(1 meter) in diameter.

D. Dish antennas shall not be visible from the street unless they prevent reception of an acceptable quality signal or impose unreasonable expense or delay.

(16) Signs.

A. Real Estate Signs. The guidelines below ensure aesthetic consistency and maintain property values within the community while allowing homeowners to effectively advertise their properties for sale.

(1) *Size*: The "For Sale" sign must not exceed 24 x 18 inches.

(2) *Design:* The sign should be professionally made and must adhere to the following standards:

- Colors: White or light tan with black or dark contrasting letters.
- Materials: Florida's climate requires the use of aluminum, PVC, coroplast, acrylic, or

composite materials to withstand the climate while maintaining visibility and professional appearance.

(3) *Riders*: Residents may place sign above or below the main sign for additional information such as "Open House" or "Sold."

(4) *Information*: The sign may include the property address, real estate agency name/logo, and contact information.

(5) ·*Location*: The sign must be placed on the homeowner's property.

(6) *Front Yard*: The sign should be positioned in the front yard, perpendicular to the street, and 10 feet from the street.

(7) *Installation*: Residents may use sign stakes, real estate sign frames, or ground anchors to install the sign into the ground. 4 x 4 posts and post & arm systems are not permitted.

(8) *Visibility*: The sign must be visible from the street but not obstruct pedestrian walkways or vehicular traffic.

(9) *Height*: The top of the sign should not exceed 36 inches from ground level.

(10) *Prohibited Areas*: Signs are not allowed on common areas, utility poles, street signs, trees, or fences.

(11) *Number of Signs*: Only one "For Sale" sign is permitted per property at any time.

(12) *Maintenance*: The sign must be always maintained in good condition. Faded, damaged, or unsightly signs must be repaired or replaced promptly.

(13) *Removal:* The "For Sale" sign must be removed within seven days after the property is sold or the listing is withdrawn.

(14) *Compliance*: Homeowners must comply with all local ordinances and regulations regarding real estate signage.

(15) *Enforcement:* The Foundation reserves the right to remove any signs that do not comply with these guidelines. Homeowners may be subject to fines or penalties for non-compliance.

(16) *Open House signs* may be placed (a) in front of the main entrance gates and (b) within the easement between the roadway and sidewalks. Open house signs shall be removed on the same day they are placed. Open house signs are not permitted for open houses for realtors-only open houses.

(17) *For Lease/Rent Signs*:" For Lease" and "For Rent" signs are not permitted.

B. Permissible Yard Signs.

(1) Graduation (displayed up to 1 week).

(2) Birthday (displayed up to 2 days).

(3) Anniversary (displayed up to 2 days).

C. Security Signs. A Resident may display a sign of reasonable size, within the discretion of the

ARB, provided by a contractor for security services within 10 feet of any entrance to the home.

D. Political signs. No political signs endorsing or opposing any candidate, party, or ballot initiative shall be displayed on any property within Longshore Lake. This includes, but is not limited to, yard signs, window signs, and signs affixed to structures. Political campaign signs (and flags) are not permitted.

E. Community-wide events or information may be advertised or noticed via sign(s) explicitly designed, approved, and placed by the Board and its committees.

F. Safety Signs. Residents may display signs of no more than 144 square inches about safety matters, such as the presence of a dog on the premises, the existence of a hazard on the premises, or any other matter presenting a potential physical danger to persons entering the property.

- The posting location and characteristics of such signs require prior approval of the ARB.
- Such signs shall be professionally printed, molded, or crafted. They shall not be overbearing in color or style or excessive in number as deemed appropriate. at the discretion of the ARB.

G. Warning Signs. Residents may display signs of "treated grass" or other warnings for a reasonable time, advising the public to avoid entering portions of the property as necessary.

H. Other Yard signs must be approved by General Manager (displayed for up to 2 days.)

I. Miscellaneous. Except as outlined in this Section, no sign, display, poster, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in public view of any portion of a Residence, building, or vehicle without the prior written approval of the General Manager.

(17) Solar Panels Installation.

A. The installation of solar panels or other solar collectors requires an ARB application.

B. The ARB will not deny such applications but may determine where solar collectors may be installed on the roof.

C. As a rule, the ARB will request that the Resident locate the solar panels within an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collectors under FL Statute, Section 163.04.

(18) Temporary Structures.

A. No tents, trailers, shacks, or other temporary buildings or structures shall be constructed or placed on a Lot that are visible from the Lot's frontage, an adjacent parcel, or Common Areas.

B. Temporary structures" do not include party tents, bounce houses, or water slides. Residents may have party tents, bounce houses, or water slides on their Lots for up to three days.

Article III. COMMUNITY STANDARDS COMMITTEE

Section 3.01 Mission Statement

Compliance with Florida Statutes and Governing Documents is essential for all Members and their Guests, Tenants, and Invitees. The Community Standards Community (CSC) ensures enforcement of Protective Covenants, By-Laws, and rules per state statute and internal mandates.

Section 3.02 Committee Composition

(1) The CSC shall consist of three to five residents appointed annually by the President of the Foundation.

(2) Each member shall serve a one-year term but may be reappointed.

(3) CSC members must be Owners and Members in good standing. Tenants and Guests may not serve as CSC members. Each CSC member shall have one vote, including the Chairperson.

(4) No CSC member may be an officer, director, or employee of the association, nor the spouse, parent, child, brother, or sister of an officer, director, or employee.

(5) The General Manager or its Administrative Designee shall attend all meetings.

(6) Each CSC member shall sign a confidentiality and non-disclosure agreement.

Section 3.03 Violations and Hearings.

(1) Source of Violation

A. The General Manager or Administrative Designee may observe a violation during a routine community inspection.

B. Residents may notify the Foundation of potential violations in writing. The Administration will not act upon anonymous reports of alleged violations.

C. General Manager or Administrative Designee shall verify all written violations filed by Residents.

(2) Suspensions

A. All Residents are entitled to the peaceful and quiet enjoyment of their property, the Clubhouse, and its facilities.

B. The General Manager may suspend a Resident's right to use the Clubhouse and its facilities and amenities if a Resident's behavior is dangerous, abusive, disruptive, or affects the safety and welfare of the community and the Foundation's staff. [See also Section 1.05 of these Combined Rules & Regulations.]

C. In the General Manager's absence, the General Manager's Designee may suspend a resident temporarily under Section 3.303(2)(B) of these Combined Rules until the General Manager returns.

D. The General Manager will send a violation letter to Residents acting recklessly or dangerously within 72 hours of the violation.

Section 3.04 Overview of CSC Hearings.

(1) CSC hearings are conducted monthly under structured guidelines, ensuring fairness, transparency, and adherence to "Roberts Rules of Order.".

(2) A licensed CAM shall attend all hearings.

(3) There must be at least three CSC members to constitute a quorum for a hearing. A CSC member may participate by being present in person via telephone. or by videoconference. The Chairperson may rotate members based on availability and other considerations.

(4) The Chairperson shall preside over the hearing.

(5) The licensed CAM or staff member designated by the Chairperson shall keep the minutes of the hearing.

Section 3.05 CSC Violation Hearing

(1) The Foundation's Administrative Designee will notify the Resident, and any other persons involved of the alleged violation of the hearing date.

A. The notice shall be sent by first class mail and certified mail, giving at least 14 calendar days' notice before the hearing date.

B. If the Resident has provided an email address to the Foundation, a courtesy copy of the notice of hearing shall be emailed to the Resident.

C. The notice will include (1) a clear statement of the violation, (2) copies of any relevant pictures and documents, (3) a description of the fine or suspension levied by the Board of Director [See Appendix 7 lists the fines levied by the Board of Directors], and (4) what the Resident must do to correct the violation, if it is possible to correct the violation.

(2) CSC members also will receive all the above-noted documents for review.

(3) The Foundation will maintain an annual CSC log that includes: the Resident's name, Lot number, the date of the violation letter, and any pertinent notes regarding each alleged violation and the results of any hearings.

(4) The CSC may grant one hearing date continuance. Residents who desire a continuance shall do so in writing at least three business days before the hearing.

(5) If the Resident corrects the violation as stated in the notice letter before the hearing date, then the CSC will waive the fine or suspension, or both.

Section 3.06 CSC Hearing Procedure

(1) The Chair will (A) outline the allegation of the violation against the Resident, (B) state the fine or suspension (or both) levied by the Board of Directors. and (C) submit any verbal, written, and photographic evidence regarding the violation.

(2) Residents shall have ten minutes to submit their case unless the Chairperson grants additional time.

(3) Residents may have a representative to act on their behalf, provided they advise the Administrative Designee in writing three business days before the hearing that a representative will act on the Resident's behalf.

(4) Witnesses shall have five minutes to make their statements. Witnesses may read their statements if present. If not, the Resident or Chairperson may read a witness statement.

(5) Residents shall submit their witness list to the Foundation office at least three business days before the hearing.

Section 3.07 CSC Hearing Deliberations

(1) At the end of the hearing, the CSC shall deliberate privately to determine whether to accept or reject the fine or suspension (or both) levied by the Board of Directors and as the Administrative Designee recommends.

(2) The decision of the CSC is final. Therefore, the Resident may not appeal the decision to the Board of Directors.

(3) A fine accrues from the date of the hearing. It will continue to accrue each day until the Resident complies, up to a maximum of $3,000 per violation.

(4) Each month, the Chairperson shall submit a report to the Board of Directors of the results of CSC hearings for a particular month.

Section 3.08 Enforcement

(1) Notice of the fine, suspension, or both imposed by the CSC after the hearing shall be mailed to the Resident (or its Tenant, Guest, or Invitee, if applicable) via first-class mail and email (with a copy to the Controller) within seven days after the hearing.

(2) The Resident shall pay all fines imposed by the CSC within 30 days of the date of the notice of the fine

(3) Fines imposed by the CSC will be added to a Member's monthly statement.

(4) The Administrative Designee will inform the Controller of the date and amount of the fine in writing. It will update when the fine shall terminate.

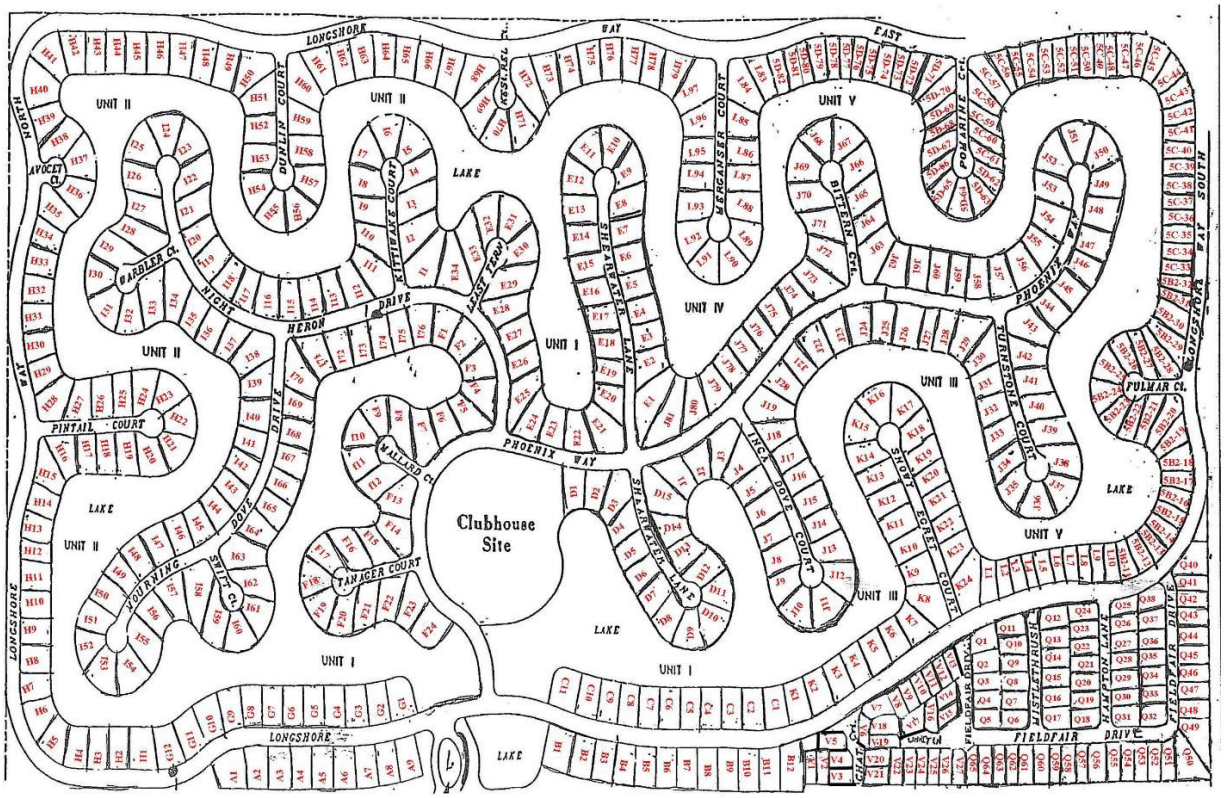
(5) To satisfy the delinquent property status, the Resident shall submit in writing via first-class mail or email to cam@longshorelake.org documentation proving covenant compliance with the Administrative Board Designee.

APPENDICES

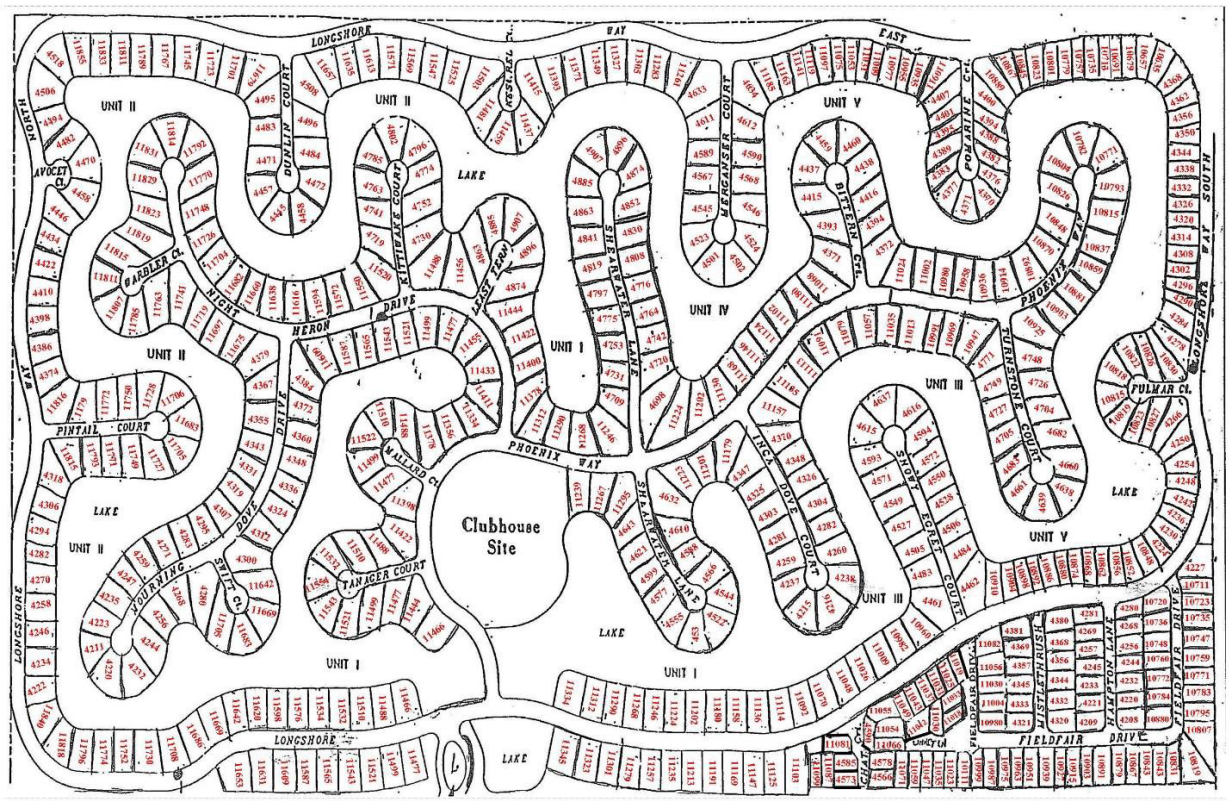
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- Appendix 4 Minimum building setbacks from property lines
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- Appendix 6 Contractor Agreement
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Appendix 1a
Map of Longshore Lake with Lot Numbers



Appendix 1b
Map of Longshore Lake with Street Addresses



Appendix 2

RECOMMENDED BUSHES, FERNS & GRASSES, SHRUBS, AND PALMS

BUSHES	FERNS & GRASSES
Agave	Dwarf Fakahatchee Grass
Alamanda	Fern, Boston
Gardenia	Fern, Macho
Ginger - Variegated	Fern, Wart
Ixora - Maui	Fountain Grass
Ixora – Nora Grant	Pink Muhly Grass
Jasmine	Elliott's Love Grass
Jatropha	Sand Cordgrass
Juniper	Muhly Grass
Lantana	Golden Cannas
Lingustrum	
Liriope	
Philodendron	
Purple Queen	
Society Garlic	

SHRUBS

Bird of Paradise	Flax Lily
Black Magic/Dracena	Guava Cattley
Bougainvillea	Hibiscus
Buttonwood	Indian Hawthorne
Carissa	Oleander
Clerodendrum	Podocarpus
Clusia Rosea	Sea Grape
Cocoplum Red Tip	Snow on Mountain
Croton	Surinam Cherry
Copperleaf	Thryallis
Crown of Thorns	Viburnum
Dracaena	Wax Myrtle
Eugenia	Wild Coffee
Ficus	Zamia
Firebush	

Appendix 2(cont.)

PALMS

Adonidia Palm	Reclinata
Alexander Palm	Robelleni
Areca Palm	Raphis Excel
Canary Island Date Palm	Royal Palm
Carpentaria Palm	Sabal Palm
Chinese Fan Palm	Teddy Bear Palm
Foxtail Palm	Thatch Palm
Paurotis	Veitchia Palm

LIST OF NATIVE CANOPY TREES

Collier County Regulations require that all lots have at least one native canopy tree, depending on the size of the Lot. When planting, the tree must be graded Florida #1 or better and be a minimum of 10' in height with a 4' canopy and a 1-3/4-inch caliper and conform to all other Native Canopy Trees recommended for Longshore Lake's frost zone.

LARGE	MEDIUM TO SMALL
Fiddlewood	Black Ironwood
Hackberry	Dahoon Holly
Laurel Oak	East Palatka Holly
Live Oak	Florida Elm
Mahogany	Geiger Tree
Mastic	Magnolia
Red Maple	Pigeon Plum
Seagrape	Scrub Hickory
Sycamore	Scrub Live Oak
Wild Tamarind	Simpson Stopper
Willow Bustic	
Wingleaf Soapberry	

Appendix 2(cont.)

Following is a list of recommended trees that may be planted in addition to the required Native Canopy Tree on each Lot.

RECOMMENDED TREES
Black Olive/Shady Lady
Bottlebrush
Geiger Tree
Gumbo Limbo
Hong Kong Orchid
Jacaranda
Japanese Fern Tree
Live Oak
Magnolia
Mahogany
Red Maple
Royal Poinciana
Simpson Stopper
Tabebuia

Appendix 3

LIST OF UNACCEPTABLE PLANTS

The following plant materials are considered invasive and should not be planted in Florida or Longshore Lake. The State of Florida has banned all the following, and Collier County has banned those with a (*). If found on a property, removal is mandatory.

UNACCEPTABLE PLANTS
Air Potato*
Asparagus Fern
Australian Inkberry*
Australian Pine*
Bishopwood*
Brazilian Pepper Bush*
Carrotwood*
Catclaw Mimosa*
Chinaberry Tree*
Chinese Tallow Tree*
Climbing Fern*
Cuban Laurel Fig
Downey Rosemyrtle*
Ear Tree*
Earleaf Acacia*
Indian Rosewood*
Java Plum*
Kudzu
Lather Leaf*
Melaleuca Tree*
Mexican Petunia* (Ruellia Simplex) is invasive. Ruellia brittoniana, a/k/a Brittons wild petunia, is acceptable.
Norfolk Island Pine
Old World Climbing Fern*
Sago Palm, King, and Queen
Schefflera Umbrella Tree
Shoe Button Ardisia*
Sild Oak
Sword Fern
Women's Tongue*

Appendix 4

SETBACK REQUIREMENTS[3]

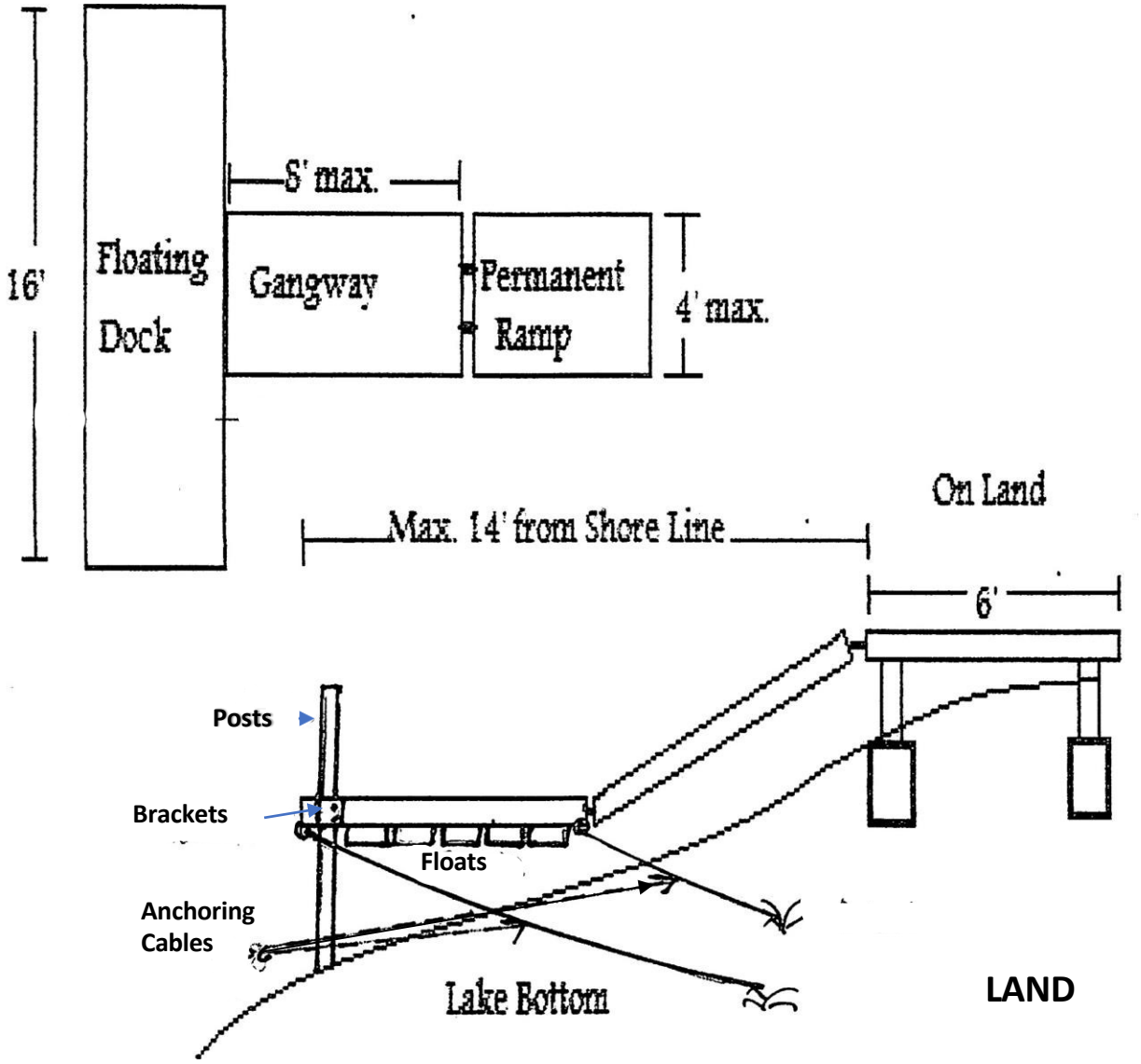
UNIT	SQUARE FOOTAGE	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	POOL ENCL*
1	1800	25’	10’	30’	20’
2	1800	25’	10’	30’	20’
3	1800	25’	10’	30’	20’
QW I (V)[4]	1000		[Intentionally blank]	[See footnote 4]	
QW II (Q)	1400	25’	5’	25’	7.5’
QW III (Q)	1600	25’	7’	30’	20’
QW IV (Q)	1400	20’	5’	25’	7.5’
4	1800	25’	10’	30’	20’
5B1	1600	25’	7’	30’	20’
5B2	1600	25’	7’	30’	20’
5C	1600	25’	7’	30’	20’
5D	1600	25’	7’	30’	20’

*Maximum distance of pool screen enclosure from the rear lot line

[3] Refer to your deed and Appendix 1b (Map of Longshore Lake with Street Addresses) to determine the setback requirements for your lot.

[4] Refer to Public Records of Collier County Florida, Plat Book, 17, page 58.

Appendix 5



Note: Posts, Brackets and Anchoring Cables are optional if the Owner wants to lessen the side-to-side movement of the dock during high winds or hurricanes.

Appendix 6

RESIDENTIAL CONSTRUCTION CONTRACTOR AGREEMENT

LONGSHORE LAKE FOUNDATION, INC.

I, _____, as owner/legal representative of _____ a duly licensed and authorized contractor doing business in Collier County, Florida, represents that I have read and understand the Longshore Lake Architectural Review Board's Rules and Regulations and the Rules for Contractors. I agree to the following concerning construction activities on behalf of _____, Owner (s) of the property located at _____, Longshore Lake, Naples, FL 34119.

1. A dumpster is/is not required for the building site, as determined by the Longshore Lake Compliance Coordinator. However, if a dumpster is necessary, the contractor shall notify the Compliance Coordinator upon delivery to the site.
2. A sleeve with locator wire will be provided under the driveway to house utility cables. The sleeve should be 3" in diameter, placed 3' back of the curb, and 30" deep.
3. Nothing is to be placed or stored on Foundation property, streets, vacant lots, or abutting lots without the written approval of the Longshore Lake Compliance Coordinator or General Manager.
4. Review and agree to the attached "Regulations for Longshore Lake Contractors."
5. In the sole judgment of the Foundation, any contractor found not working with due care of Foundation property (e.g., right of-ways, aprons, surrounding sod and landscaping, lake banks, sidewalks, curbs, and irrigation) will be barred from Longshore Lake.

As a contractor or authorized representative of the contractor, I will abide by the rules and regulations set forth by the Longshore Lake Foundation and the specific rules herein.

_____ _____

Company name License number

_____ _____

Printed name and title of authorized signer Signature

Dated: _____

Construction deposit in the amount of _____has been received.

_____ _____

Longshore Lake Foundation, Inc. Date

Appendix 7

SCHEDULE OF FINES.

The Longshore Lake Board of Directors has approved the following Schedule of Fines. Fines may not exceed $100 per day and limited to a maximum of $3,000 per occurrence, as set forth in our By-Laws (adopted on May 23, 2023)

Violation	1st Offense	2nd Offense
Parking	$ 50.00	$ 100.00
Dirty Roof	$ 100.00	$ 100.00
Shoreline Buffer	$ 100.00	$ 100.00
Dock	$ 50.00	$ 100.00
Unmaintained landscape	$ 100.00	$ 100.00
Trees not trimmed	$ 100.00	$ 100.00
Trash cans	$ 25.00	$ 50.00
Dumping trash & bldg. materials	$ 100.00	$ 100.00
Signage	$ 25.00	$ 50.00
Disruptive, bullying, or offensive behavior	$ 100.00	$ 100.00
Dumpster	$ 50.00	$ 100.00
Construction debris	$ 100.00	$ 50.00
Pet violation	$ 25.00	$ 50.00
ARB violation	$ 50.00	$ 100.00
General rules violation	$ 50.00	$ 100.00
Covenant violation	$ 50.00	$ 100.00

There may be other violations not included on this Schedule of Fines that will require Board approval.