

IMPERIAL WILDERNESS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Approved by the Membership on March 15, 2024

- 1) **LIVING ACCOMMODATIONS:** The living accommodations on all sites designated as RV sites are restricted to one (1) recreational vehicle, such as travel trailer, motorhome, fifth wheel, mini-home or park model. The minimum length of an RV is twenty-two (22) feet and the maximum length is forty (40) feet as per vehicle registration. The living unit must be modern, one-storied, commercially manufactured and presentable in looks and repair. (Refer to Section A-1 to A-8 Architectural Improvement Requirements).
 - a) Not permitted as living quarters are van conversions, mobile homes, tents, truck campers and fold out campers or pop-ups.
 - b) Two currently registered motorized vehicles with at least four wheels are permitted if a double driveway is installed. Setback for parking of 2 vehicles 20 feet measured from inside of sidewalk to main living unit (not tip out) or inside of curb if no sidewalk is present. The concrete parking area may be widened to accommodate tow vehicles if easements are not impaired, maximum 25 feet but not to exceed the width of the pad. In addition, if space is available on the driveway, the parking of any two (2) of golf carts and motorcycles, or the combination there of is allowed. Parking is not permitted on the grass areas, sidewalk or road gutter (this includes trailer hitch, bike rack or any attached feature to the vehicle). No vehicle shall be parked in any other location on the lot than the designated driveway.
 - c) Parking restrictions: Common ground parking areas are provided for specific usage such as laundry, pool, mail and functions. These areas include the parking spaces at the office, clubhouse and auxiliary pool. Overnight parking is prohibited except with permission of the Board of Directors. The Board will issue a pass from the office which must be displayed while in these areas.
 - d) Enforcement of Maintenance. If, after reasonable notice, an Owner fails to maintain his or her unit as required by this Declaration the Association will have the right but not the obligation to institute legal proceedings to enforce compliance, or may take any and all other legal actions to remedy such violation, including but not limited to entering the unit, with or without notice to or consent of the owner or the occupants of the recreational vehicle or other structure to repair, replace, or maintain which in the judgement of the Board of Directors may constitute a health or safety hazard to other property or residents of which has a material adverse effect on the appearance of Imperial Wilderness. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the owner, together with reasonable attorney fees and other costs of collection, if any, which expense shall be secured by a lien against the unit and may be foreclosed in the same manner as common expenses.
- 2) **CONSTRUCTION:** Construction in Imperial Wilderness must first be approved by Collier County and also reviewed by the Imperial Wilderness Condominium Association before commencement of said construction. IWCA rules may be more restrictive than those permitted by Collier County. [Refer to IWCA Architectural Improvement Requirements, Steps to Accomplish Lot Improvements]

- 3) **ADDITIONS TO LIVING UNIT:** All additions, including screen rooms and storage buildings are allowed, provided necessary permits and approval (in writing) have been obtained from government bodies with jurisdiction and IWCA Architectural Committee and Imperial Wilderness Condominium Association, Inc. Board of Directors. (Refer to IWCA Architectural Improvement Requirements, Steps Required to Accomplish Lot Improvements).
- a) All additions, including screen rooms and storage additions must not have more total square footage of floor area than the living unit to which it is to be attached. Nor shall the addition extend beyond the front or rear of the living unit. The maximum width of the living unit and addition is not to exceed twenty-four (24) feet. (Refer to Section B, Architectural Improvement Requirements).
 - b) Tied down living units that have been inspected and approved by Collier County and by IWCA Architectural Committee must be skirted within 30 days after tie down inspection. (Refer to A-7, Architectural Improvement Requirements, Checklist for Lot Improvement Approval).
 - c) Support pad for air conditioner (4'x4'x3 ¾") must be located against the rear of the main RV Pad and at least ten (10) feet from adjacent lot structures. This pad must be removable for servicing and repair of utilities. Should circumstances require the removal and replacement of this addition, such action shall be completely at the owner's expense without liability to the Association or its employees.
 - d) No fences are allowed.
 - e) No radio or TV antenna is allowed other than fold-down antennas on the RV. Satellite dishes greater than one (1) meter in diameter are not allowed. Satellite dishes less than one (1) meter in diameter are allowed. Amateur radio antennas, complying with FCC Requirements and approved by the Association are permitted.
 - f) Carports are prohibited.
 - g) Storm shutters are permitted in accordance with this section. Permanent Storm Shutters are permitted when the unit is unoccupied. Permanent storms shutters are defined as commercially manufactured shutters, awnings or other acceptable materials which comply with the current building code. Certification of such compliance by the manufacturer thereof, or by the contractor making such installation of permanent storm shutters must be provided to the Association prior to deployment. Temporary storm shutters are those shutters which are not permanent storm shutters such as plywood. Plywood used as storm shutter material must be painted or sided to match the living unit or painted or sided white. Temporary storm shutters are e permitted but should not be installed more than forty-eight (48) hours before hurricane warnings for Collier County are issued. Temporary storm shutters shall be removed either: (1) within seven (7) calendar days after hurricane warnings for Collier County are lifted; or (2) if damage is incurred, the latter of (a) 15 days after a hurricane hits the Condominium Property; or (b) immediately after hurricane damage repairs have been made to the structure. The responsibility for the maintenance, repair and replacement of all storm shutters is the responsibility of the unit owner.
 - h) Other modifications visible to the outside are prohibited unless otherwise stated in the Rules and Regulations.

4. **FREE STANDING STORAGE BUILDINGS:** Any free-standing storage building must be located on the patio side of the living unit, set on the concrete slab and located between the front and rear corners of the concrete slab, excluding the parking area. It must not exceed sixty (60) square feet. Roof design can be single slope or gable roof and shed must be anchored to concrete. Maximum height of roof, **10** feet at peak. Color of building must be a **close**/good match to living unit or white. Plans and specifications for the storage building must be approved by the IWCA Architectural Committee and the IWCA Board of Directors. (Refer to Section C, Architectural Improvement Requirements, Checklist for Lot Improvement Approvals)
5. **STORAGE ON OCCUPIED SITE OR UNOCCUPIED SITE:** The exterior use and/or storage of refrigerators, freezers, over forty (40) pound LP gas bottles, large tool chests, boats, boat equipment, trailers (non-RV types), vehicle or boat parts, and anything else not deemed compatible to the units and surroundings are prohibited. However, one commercially manufactured plastic storage container which has been securely anchored with a strap over roof and anchored to the concrete or by screw augers that are 24 inches in length where concrete is not available and approved by the ARC will be allowed on each lot. The storage container interior cannot be larger than sixty (60) CUBIC FEET. Motor homes, 5th wheels, travel trailers, or boats on trailers stored in any storage area, on site or off site, may be brought to your lot or parked on the street in front of your lot, prior to or returning from a trip, from 7am to 10 pm . Orange cones must be placed in front and rear of motor homes, 5th wheels, trailers and boats on trailers parked on the street from 7:00 am to 10:00 pm. In the event over night parking is a necessity a permit must be approved by the office. Storage of small items under a trailer or park model is permitted if the unit has been properly skirted. Motor homes only may store tow dollies if placed at rear and under the unit. Motor homes, 5th wheels and trailers can be positioned to allow the slide-outs to extend beyond the concrete if patio blocks are placed beneath the slide-out per the ARC rules. The easements for public utilities shall not be blocked or impaired. No vehicle or boat maintenance may be performed on the condominium property.

6. **LANDSCAPING:**

Flower gardens are permitted and should be placed where they will not interfere with mowing and trimming operations. All major plantings must be approved by the Association and may be disapproved for any reason, including aesthetics. (Refer to Section D Landscaping Guidelines, Architectural Improvements Requirements.)

All landscaping done by the owner to the owner's property or common areas (association property) is the responsibility of the owner to maintain said landscaping on association property and must have Park Manager or Architectural approval. The owner or owners of abutting properties and association property are responsible for the maintenance of existing landscaping which has a material adverse effect on the appearance of Imperial Wilderness.

In no case shall it become the association's responsibility to maintain, replace with grass or materials. The owner or owner contractor or contractors will be responsible for replacement or repair of any damages to the water lines, irrigation lines, electrical lines, cable lines of other underground lines at their expense and will in no way hold the association accountable for any expenses.

a. **PATIO BLOCKS:**

Consideration will be given by the Association to the placement of removable patio concrete blocks, no larger than 16 inches by 16 inches by two (2) inches located on side property areas and/or the rear property area. All temporary patio areas in the rear of the unit must be installed within property lines and must be completely removable and may follow the contour of the land. To allow the patio blocks to be level, a frame of treated wood or interlocking architectural blocks will be installed to contain the fill material and blocks, and meet the lawn maintenance requirements. The ARC will provide a complete set of specifications with each approved request. If necessity arises, patio blocks will be removed at the owner's expense and without liability to the Association or its employees.

b. **GUARD RAILS:** Guard rails may be installed providing:

- i. There is a minimum thirty (30) inch drop-off at the edge of the owner's lot.
- ii. The guard rail must not interfere with lawn maintenance. The cost of removal or replacement within the easement shall be borne by the owner.
- iii. Plans for guard rails shall be submitted to the ARC and be approved prior to the commencement of construction.
- iv. A county permit shall be required prior to the commencement of construction.
- v. Guard rails:
 - a. Shall be constructed with polyvinyl chloride (PVC) material.
 - b. Shall be forty-two (42) inches in height.
 - c. Support posts shall be of pressure treated wood and coated with PVC and shall be placed no more than six (6) feet apart with a minimum return of four (4) feet or until the thirty (30) inch drop-off no longer exists.
 - d. Shall have smooth top and bottom rails.
 - e. Vertical balusters shall be placed so that the opening between each other and support posts is not more than four (4) inches.
 - f. Corner and intermediate posts may extend three (3) inches above the top rail and have a specified PVC cap.
 - g. All posts shall extend twenty-four (24) to thirty-six (36) inches below grade and set in concrete, unless fastened to a patio retaining wall.
 - h. Post support attachments to retaining walls shall be made with commercially available stainless hardware of sufficient strength to firmly secure the guard rail for the intended purpose.

7. UTILITY CONNECTIONS:

Each RV and Park Model will be connected to utilities in a safe and sanitary manner.

- a. Electric -- proper sized cord and fused properly;
- b. Water-- connection without leaks and a directional control valve installed;
- c. Sewer-- Motor homes and travel trailers: no air or water leaks, properly sealed with sewer doughnut. Holding tank valves closed except when dumping. *Park Models and tied down Trailers:* sewer lines must be rigid pipe.

8. RV TIE DOWN:

If the RV is on location more than six (6) months or RV is stored on location any time between June 1st and November 20th unoccupied, tie downs are recommended for your comfort and safety.

9. GENERAL REQUIREMENTS:

In order to maintain a community of congenial residents who are responsive to good management, the Association has certain park restrictions. Restriction of general interest are:

- a. Renters and guests or owners must be registered upon arrival and departure for security and safety purposes, in accordance with County Regulations.
- b. Recreational facilities are for the sole use of owners, their guests and renters. Hours and rules of use shall be posted. The clubhouse shall not be closed to owners, renters and their guests at any time except as noted in 9c. Written approval from the Board of Directors, as well as the Activities Committee, must be obtained for any activity scheduled other than those scheduled by the Activities Committee.
- c. The Board of Directors may, from time to time, close the clubhouse to guests of owners, and renters and their guests, with prior notice of at least forty-eight (48) hours, for such events as owner only meetings, annual meetings, or any times as deemed necessary by the Board of Directors.
- d. Vehicles may not exceed fifteen (15) M.P.H. within the Condominium and must obey all stop signs.
- e. Quiet hours are 10:00 p.m. to 8:00 a.m.
- f. Alcoholic beverages and glass containers are not permitted in any common area of the Condominium, except for special events with the prior approval of the Association.
- g. Clotheslines for bathing suits and towels may be strung under an awning or behind motor homes and trailers. No lines may be secured to trees or utility poles.
- h. Patio lights are allowed within reason.
- i. Motorcycles and mini bikes are not permitted to operate except to provide transportation to and from owner's lots and the main gate along the shortest route. No bikes are permitted on pool deck, walkways, or grass areas. Bicycles must park in designated areas. Mopeds and powered bicycles may be used only after obtaining a permit from the Association.
- j. Vehicular lighting: All motorized or pedal powered vehicles in motion between sun down and sun up are to operate a white light in front, visible from at least twenty (20) yards away, and to be equipped with at least a red light visible from the rear.
- k. No gas-powered golf carts are permitted on condominium property.

- I. Cages or crates for pets will not be permitted on the exterior of any unit in Imperial Wilderness. This policy is being implemented for the safety of the community. This policy will be given to the Rules and Regulations Committee for a new rule to be voted on at the Annual Meeting of 2020.

10. PONDS AND LAKES: Lakes are for the exclusive use of the unit owners, their guests, and renters. Storage of boats on lake banks or boat racks, if it interferes with the lawn maintenance or contributes to erosion problems, is not allowed. Only small water craft, hand portable, may be used on the water. No gasoline powered motors are allowed.

11. CONDUCT OF OWNERS, THEIR GUESTS AND RENTERS

- a. No one shall permit or suffer anything to be done on a site or in a unit which will increase the rate of insurance on any unit owner, or will endanger, annoy or interfere with the peaceful possession and proper use of the residents.
- b. Everyone shall exercise extreme care to regulate the use and occupancy of the units so as to minimize noise, such as in the use of musical instruments, radios, television sets, amplifiers, or other loud speaker devices. Noxious odors, including those from marine life emanating from sites and units are not permitted. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.
- c. No one shall not commit or permit any nuisance, immoral or illegal act on or about the condominium property. This includes the discharge of firearms and/or fireworks of any kind.
- d. Owners, renters and guests shall wear appropriate attire while on or visible from the common elements or Association property. No person shall wear attire which shall cause him or her to be naked or improperly exposed, including, but not limited to, clothing or bathing attire which exposes the buttocks.

12. ANIMALS:

- a. **ANIMAL ALLOWANCE:** An annual animal registration application and rabies vaccine verification form must be completed by owners who own a household animal. A \$25.00 initial animal registration fee (per animal) to be payable to IWCA. One (1) household animal is per occupied unit, provided they do not constitute a nuisance or menace. Livestock, poultry, reptiles, primates and exotic animals are not permitted. Animals must remain under their Owner's control at all times.

Dogs are permitted but with the following conditions: a) No dog over forty (40) pounds at maturity (verification of weight from a veterinarian may be requested). b) Specific breeds, including Rottweiler, Doberman, German shepherd, Pit Bull, Akita and Chow or mixes of these breeds, are specifically PROHIBITED. c) Animal must be kept on owner's property unless they are specifically allowed on another property by the other property owner. d) Animal must be walked in the street adjacent to the sidewalk. e) Animal must be restrained on an appropriately short leash not to exceed six (6) feet, so as not to

constitute a nuisance or menace to pedestrians and/or other animal. f) Animal owners are fully responsible for their animal at all times. g) Animal owners must clean up after their pets without exception.

- b. **SERVICE DOGS:** Certified service animals are defined as animals that are individually trained to do work or perform tasks for people with disabilities. Service Animals who are within IWCA as a reasonable accommodation to a resident under Fair Housing Act (FHA) are exempt from breed or weight restrictions. These animals must be harnessed, leashed, or tethered unless these devices interfere with the service animal's work or the individual's accommodation allows for an exemption from use of these devices, in which case control must be maintained through voice, signal, or other effective controls. Service Animal must be under their owner's control at all times unless performing their designated service where direct control is not appropriate for the accommodation.
- c. **EMOTIONAL SUPPORT DOGS:** An Emotional Support Animal (ESA) is an animal that provides comfort and support in forms of affection and companionship for an individual suffering from a qualifying disability under Federal or Florida law. Anyone requesting to bring an Emotional Support Animal into the park must present the appropriate verification according to the requirements of the Fair Housing Act.

THE INDIVIDUAL SEEKING PERMIT FOR SERVICE ANIMALS OR EMOTIONAL SUPPORT ANIMALS IS A PERSON WITH A QUALIFYING DISABILITY ACCORDING TO THE FOLLOWING DEFINITION: DISABILITY IS DEFINED AS A PHYSICAL OR MENTAL IMPAIRMENT THAT SUBSTANTIALLY LIMITS ONE OR MORE MAJOR LIFE ACTIVITIES.

Online ID card, patch certificate, or other registration is not valid written documentation for verification of the need for an ESA. Per Florida Statute 760.27, "the owner of an ESA will need to provide written documentation from any federal, state, local government agency or specific health care practitioner, telehealth provider or out-of-state healthcare practitioner in good standing with their state's professional regulatory body, who has personal knowledge of the person's disability, but only if such out-of-state practitioner has provided in person care or services on at least one occasion and is acting within the scope of his or her practice in providing the supporting information". Owners of an ESA need to provide written documentation to establish the need for an ESA, identifying the particular assistance or emotional support provided by the animal from any of the bodies or practitioners mentioned above. The provider's letter must be presented on your therapist's or health professional's official letterhead and should include their license details, issue date and state.

Additionally, your health care professional will typically state the qualifying nature of the disability under the FHA and the nexus between the qualifying disability and the accommodation requested.

FHA Florida Statute Section 817.265, "a person who falsifies information or knowingly provides fraudulent information or written documentation for an emotional support animal required by this legislation, or otherwise knowingly or willfully misrepresents himself or herself, through his or her conduct or through verbal or written notice, as having a

disability or disability related need for an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or 775.083.”

- d. **NUISANCE/MENACE:** All dogs, regardless of size or breed, must be under control of the owner at all times. Any attack by a dog on a person or other pet may result in the dog being declared a nuisance or menace by the Board of Directors, depending on the circumstances. Any dog not on a leash is by definition, not under control. Failure to clean up after one's dog anywhere in the park, including areas designated as a pet walk, may result in the dog being declared a nuisance by the Board of Directors. Any dog which is declared a nuisance by the Board of Directors on multiple occasions may be declared a habitual nuisance and may be barred from the park. Any dog that is declared a menace by the Board of Directors, based on a serious attack or multiple lesser attacks, may be barred from the park.
- e. **Pet VACCINATION RECORDS:** All Owners and Renters must bring in a copy of their pet's current vaccination record upon arriving at Imperial Wilderness each fall.

13. CHILDREN: Length of stay by children may be limited by the Board of Directors if in the judgment of the Board the unlimited occupancy by children substantially detracts from the use and enjoyment of the condominium property by the adults. Children must be supervised at all times by a parent or other responsible adult when on the common property, including the recreational building or pool area, laundry areas and lakes. If a child's conduct is destructive, loud, irresponsible or abusive, an authorized representative of the Association will ask its parents or guardian to remove the child. Parents or guardians are at all times responsible for the conduct of their children or other minors in their care.

14. OCCUPANCY:

Except for short term guests (14 days or less) no more than four (4) persons shall occupy any unit.

15. SIGNS AND FLAGS: No signs other than "For Sale" or "For Rent" shall be displayed in residential areas the prior written consent of the Association. This includes commercial signage of any kind on the property or a motor vehicle. This does not apply to contractors entering the Condominium to conduct business. Property owners who desire to sell or rent their property must obtain a "For Sale" or "For Rent" sign from the Park Manager. This sign must also be utilized by

Realtors. The sign must be placed adjacent to the concrete pad, on the concrete pad, or in a window. No signs will be placed else on the property. Displaying of "Political" signs, flags, banners and similar items be restricted to thirty (30) days prior to an election date and removed within forty-eight (48) hours after the election.

16. COMMERCIAL ACTIVITY: Any commercial activity which requires legal permits or licenses shall not be conducted on or from a unit in the Condominium without the explicit approval of the Board of Directors and must meet the Collier County Land Development Code Sec 2.6.20- home occupations.

- 17. LEASING OF UNITS:** Owners may lease their units, as provided in the Declaration, and all leases must provide that tenants agree in writing to abide by all of the Rules and Regulations of the Condominium and that failure to do so is a breach of the Lease.
- 18. LIMITED STORAGE:** Any vacant lot and any with a Park Model or RV which is without a permanent screen room addition may have an approved storage shed, one picnic table, benches, planters, decorations and a grill that have been permanently erected, all of which have been properly secured. If space is available on the concrete pad, no more than 2 vehicles and 2 golf carts are permitted. No other personal property may remain on the site.
- 19. PROCEDURE FOR FINING:**
1. Complaints may be filed by individual owners or by the Rules and Regulations Committee.
 2. Complaints shall be filed with the Condominium Manager in Writing.
 3. The Condominium Manager will then notify violators in person and seek resolution.
 4. If no corrective action is taken by violator, a designated Board Member shall notify the violator by Certified Mail.
- 20. LEVYING OF FINE:** The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association Bylaws or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed the amount stated in Bylaw #8.1 per violation. However, a fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.
- 21. STORAGE AREA RULES:**
- a. Storage spaces are available for rent on an annual basis to homeowners only for lots which they occupy. Those owners who currently have more than one storage lot are able to retain their storage lots as is.
 - b. Storage spaces are to be rented for the storage of currently licensed vehicles only. Vehicles in the context of these rules are: automobiles, boat trailers, and a boat on a trailer, motor homes, fifth wheels, campers, travel trailers, utility trailers, vans and pick-up trucks.
 - c. A copy of the current registration of item to be stored (in the name of the space renter), must be provided at the time of initial rental and at each renewal. If such registration expires during the term of the lease, it is the owner's responsibility to furnish the Condominium office with a copy of the updated registration.
 - d. In addition to having a current registration, all vehicles must also be operable and road worthy.
 - e. Each storage space must be maintained by the renter and must be kept in a neat condition and shall be limited to the vehicle only, except for boats properly placed on their trailers and such items which would normally be affixed to any other vehicles in storage. (For Example: tow dollies, truck caps and truck campers). No loose storage items such as bicycles or other equipment will be permitted on any storage space.

- f. Rates will be established by the Board of Directors and renters will be notified of any rate changes at least three months prior to the renewal date. Leases will run from January 1 to December 31 in the same calendar year.
- g. Generally, only one vehicle will be allowed on each space except that two licensed vehicles will be permitted in line, if they will fit legally in the space.
- h. Routine maintenance on registered stored items may be performed in the storage area provided all environmental ordinances are obeyed. Motor oil and other waste materials must be properly disposed of and any cost incurred due to spillage will be the sole responsibility of the renter.
- i. No overnight parking of vehicles not assigned to a storage space.
- j. The Board of Directors may, at their discretion, pass such housekeeping rules as are deemed necessary to maintain the safety and appearance of the storage area.
- k. Violators of these rules who fail to correct the violations shall forfeit their storage space.
- l. Imperial Wilderness Condominium Association assumes no responsibility for the property or any contents contained therein stored in the storage area.
- m. Items may not be removed or returned to the storage area between the hours of 10:00 P.M. and 7:00 A.M. Noise must be kept at a minimum at all times. No motors will be allowed to run for more than 15 minutes.
- n. Storage area rentals are for an entire year. There are no "partial year" rentals. An owner who sells their home and purchases another home in Imperial Wilderness that they will occupy, may retain the current storage lot [that they are in possession of or retain their current position on the storage lot wait list]. This is provided that the transfer of the property is completed within 60 days of their home. If the transfer is not completed within the 60-day period and an extension is not granted by the Board of Directors, the storage lot will be offered [defaulted] to the next owner on the waiting list. Storage lots NEVER [at any time] transfer to the new owner. An owner of multiple homes and storage lots in Imperial Wilderness will retain their storage lots and/or position on the wait list as long as they occupy one of their lots in Imperial Wilderness.
- o. All rentals of storage spaces shall be for an entire calendar year with the exception that the first year may be prorated.
- p. There is no availability to sublease your lot. If found subleasing, you will forfeit your lot immediately. Anyone caught subleasing their lot will be removed from the storage lot wait list.
- q. Lessor carries no insurance which in any way covers any loss that lessee may have while storing items in the storage area. Lessee hereby agrees to indemnify and hold harmless the lessor from and against all claims for damages to property or personal injuries,

including lawyer fees and costs, arising from the lessee's use of the storage lot or premises.

- 22. HEATER AND FIREPITS:** No fires are allowed at any time (campfire, vegetation, trash and/or fireworks). UL approved fire pits, and/or UL approved propane tables are permitted unless Collier County posts a fire ban which could prohibit any outside fire or combustion of material which produces visible emission. Collier County fire bans and it's stated rules are available on their website.
- 23. SMOKING POLICY:** The Imperial Wilderness community recognizes the rights of smokers and non-smokers. We recognize that some of our members are sensitive and/or allergic to cigarette, cigar, pipe and vape smoke. With that in mind we have established the following Board Policy.

OFFICE AREA

Smoking and vaping is prohibited within 25 feet of the building.

CLUBHOUSE AND POOL ENCLOSURE, SMOKING AND VAPING IS PROHIBITED

1. Within 25 feet of the portico doors
2. Within 10 feet of the pool hall entrance
3. Within 10 feet of the kitchen entrance
4. Within 10 feet of the South entrance (The entrance facing the tennis courts)
5. Within the pool enclosure
6. On the Clubhouse pool patio deck

SATELLITE POOL AND LAUNDRY ROOM, SMOKING AND VAPING IS PROHIBITED

Between the North and South parking lots.

SPORT AREAS: TENNIS COURTS, HORSESHOE PITS, SHUFFLEBOARD COURTS, BOCCEPETANQUE COURTS ETC.

Smoking and vaping is prohibited within 25 feet of these areas. Smokers and vapors are asked to remain downwind of these areas such that smoke and/or vape does not "drift" into these areas.

BOARD APPROVED POLICIES

(1) RULES REGARDING UNIT OWNERS PARTICIPATION AT BOARD OF DIRECTORS MEETING COMMITTEE MEETINGS AND MEMBERSHIP MEETINGS:

1. Unit owners may speak on agenda items only.
2. Unit owners must state their name and lot number at the podium.
3. A unit owner may speak for a maximum of three (3) minutes.
4. Not until all owners desiring to speak on an agenda item have had an opportunity to speak, may an owner address an item a second time.
5. A unit owner may tape record or video tape meetings of the Board of Directors, committee meetings, or Membership meetings subject to the following:
 - a. Audio and video equipment must not produce distracting sound or light emissions.
 - b. Audio and Video equipment shall be assembled and in place in advance of the commencement of the meeting.
 - c. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
 - d. Advance notice shall be given by any unit owners desiring to utilize any audio or video equipment.