

EXHIBIT “E” TO THE DECLARATION OF CONDOMINIUM

CLUBSIDE AT THE STRAND RULES AND REGULATIONS

This document incorporates Amendments 1 through 3 to the Rules and Regulations and **supersedes all editions prior to November 15, 2005.**

1. INTRODUCTION

- A.** The Board of Directors of Clubside at the Strand Condominium Association, Inc. is responsible for ensuring that the Declaration of Condominium, its by-laws, and the Rules and Regulations of the Association are enacted and enforced. This document provides owners, lessees, and their guests with the current Clubside Rules and Regulations. This document becomes Exhibit E to the Declaration of Condominium, and supersedes all previous Rules and Regulations.
- B.** These Rules and Regulations are intended to help ensure the quality of life and to protect the collective investment of the Clubside community of owners.
- C.** It is imperative that each owner, lessee, and/or guests understand and comply with these Rules and Regulations. Owners, lessees and their guests are also encouraged to review the Clubside at the Strand Declaration of Condominium documents which describe Limited Common Elements, Assessments and Liens, Maintenance: Limitation upon Alteration and Improvement, Use Restrictions, Sale and Leasing of Units, Fines and other requirements within the Clubside community; The Strand Declaration of Covenants, et all.

2. AUTHORITY

- A.** All Unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act, shall be subject to and agree to abide by the following rules and regulations which shall be applicable to all Unit owners, their families, guests, tenants and lessees.
- B.** These Rules and Regulations will be reviewed periodically by the Board of Directors and updated or amended from time to time to better serve the membership.

3. ENFORCEMENT

- A.** Any violation of Rules and Regulations shall be reported, in writing, to the management company. Individual Unit owners are not authorized to enforce these rules independently.
- B.** The Association shall notify, in writing, any person(s) violating these Rules and Regulations. Minor infractions will be brought to the attention of the person(s) involved by an officer of the Association or the management company.
- C.** Repeated and ongoing violations will be referred to and considered by the Board for resolution and appropriate action, including but not limited to fines or actions for injunction and/or damages in a court of competent jurisdiction.
- D.** These rules and regulations shall apply equally to owners, their families, guests and lessees. Owners are responsible to ensure their families; guests and lessees comply with these Rules and Regulations.

- E. Owners, their families, guests and lessees may not direct, supervise or attempt to assert control over the Property Management company, their employees or contractors without prior Board approval.

4. OCCUPANCY AND USE

- A. **Use:** No commercial activity or professional business shall be permitted in any Unit without prior written consent of the Board.
- B. **Emergency Access:** Each Unit owner shall provide the management company with a duplicate key to their Unit, pursuant to their right of emergency access. If any lock is changed or a new lock installed on any door, the Unit owner shall providing a duplicate key to the management company.
- C. **Occupancy:** Each Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons continuously residing, excluding visitors and guests.
- D. **Facilities/General:**
 - 1. Garages: Garage doors shall remain closed at all times, unless vehicles or people are entering or exiting the garage.
 - 2. Lanai or Terrace: Unit Owners may not enclose their lanai or terrace area. Installation of shutters for any window or lanai must meet certain common criteria that require the prior written approval of the Board. Applications for Board approval may be obtained from the management company. All furniture and other unsecured items on an unprotected and unattended porch must be removed during hurricane season. Any such items left unprotected and unattended are subject to be removed, at owners expense, at the discretion of the Board if, in the Board's opinion, they are determined to be a potential hazard.
 - 3. Hurricane Shutters: Unit Owners may install hurricane, storm shutters or other types of enclosures, only in accordance with the specifications adopted by the Board. Such specifications shall comply with applicable building codes in effect at the time. Applications for requesting Board approval of the installation of hurricane/storm shutters may be obtained from the management company.
 - 4. Windows: All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board.
 - 5. Plants: No plant, shrub, flower, tree, vine, grass or other plant life may be planted or potted outside the Unit, without the prior written consent of the Board. The Board may authorize certain requests that meet established uniform criteria. Small plants, flowers not exceeding 1 foot in height, are permitted within the plant areas adjacent to Unit entrances and the area extending no further than 5 feet from the garage. Any such plantings must not be readily visible from the street. Flowerpots should be of earth tone color. Unattended potted plants must be removed during the hurricane season. Unattended potted plants are subject to be removed and disposed of, at owner's expense, at the discretion of the Board if, in the Board's opinion, they are determined to be a potential hazard.
 - 6. Yard Items: The display of decorative yard items such as birdbaths, statues, sculptures, trellises, etc. is prohibited, unless approved by the Board. Owners may display a portable, removable United States flag in a respectful manor.
 - 7. Screen Doors: Installation of screen doors requires the prior written approval of the Board to ensure uniformity.
- E. **Outdoor Cooking:**
 - 1. Outdoor cooking is restricted by Collier County Ordinance prohibiting open flame grills within 10 feet of any building.

2. No Unit Owner shall cook or barbecue on the lanai or terrace except with the use of Developer installed cooking equipment that has been properly vented.
 3. All other cooking and barbecuing may only be done in designated areas determined by the Association.
- F. Sale:** No Unit owner may dispose of a Unit or any interest therein by sale without the prior written approval of the Association, which approval shall not be unreasonably withheld, except to another owner of a Unit in the condominium. The same buyer may purchase no more than two units within Clubside in his /her name, spouse or family member. Applications for Board approval of the sale of a Unit may be obtained from the management company. A Capital Contribution fee of \$500, payable to Clubside Condominium Association, is required with the sale of a Unit.
- G. Leasing/Renting:**
1. Unit owners, who wish to lease their Units, must submit a completed lease application and a non-refundable \$100 review fee to the management company, at least twenty (20) days prior to the starting date of the proposed lease. Applications for Board approval of the lease of a Unit may be obtained from the management company.
 2. All leases must be in written form, except to another owner of a Unit within the condominium, and must be specifically approved by the Association, which approval may not be unreasonably withheld.
 3. Unit owners may not rent or lease their Unit for less than thirty days to any one tenant.
 4. No Unit may be leased more than three (3) times per year. Subleasing is not permitted.
 5. No Unit may be used or sold on a “time share basis.”
- H. Vehicles and Parking Authorization:**
1. Owners: All Owner vehicles are required to display a Strand access permit at all times. Owners will park at least one of their vehicles in their garage overnight.
 2. Lessees: Lessees must obtain and display a Strand access permit from the Master Association management company for each vehicle to which they park within the Strand. Names will not be displayed. Parking stickers are not transferable. Guests only are allowed to park in visitor spaces unless otherwise approved by the Board.
 3. Guests: Guests of Owners/Lessees (more than 2 days) are required to obtain and display a temporary access permit from the Strand Blvd. Entrance Gate for the duration of their visit. Only “conventional passenger automobiles” and motorcycles, described in Section 12 of the Declaration of Condominium, are permitted within Clubside.
 4. No trucks (except pick-up trucks with two axles), commercial vehicles, campers, inoperable vehicles, mobile homes, motor homes, house trailers, buses, boats, boat trailers, or trailers of any kind may be parked or stored at any time on condominium property. This prohibition shall not apply to temporary (less than 6 hours) parking of motor homes for loading and unloading, trucks and commercial vehicles, used by outside vendors, such as for pick-up, delivery and other commercial services.
 5. Maintenance or repair may not be performed on any boat or vehicle not owned or controlled by the Association, except within a building, totally isolated from public view, unless a designated area for these vehicles is approved by the Board.
 6. Inoperable and/or unsightly vehicles, as determined by the Board, may not be stored or parked on the common elements.

7. Unauthorized vehicles and vehicles in violation of any of the above provisions will be issued a warning and may be towed away, at the owner's expense, without limiting other remedies of the Association for the enforcement of this provision.
- I. Bicycles/Motorcycles:**
1. Bicycles and other similar vehicles may be operated within Clubside but must be kept inside garages when not in use.
 2. While motorcycles and motorbikes are not prohibited, the same shall be driven and ridden upon the roads, streets and paths in such a manner as not to annoy other Owners/Lessees or damage or destroy the common elements.
- J. Children:**
1. There are no restrictions with regard to children in residency except as to the number allowed to occupy each Unit (See paragraph 4.C.). Children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.
 2. Toys, bicycles, or other children's articles, shall not be left outside after dark.
 3. An adult must accompany any child under the age of twelve (12) while at the pool.
- K. Destruction of Property:**
1. Unit owners will be responsible for any destruction, damage, or defacement of buildings, common elements, including but not limited to landscape plantings, facilities, and equipment caused through their own act(s) and/or acts of their lessees or guests.
 2. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.
- L. Garbage/Refuse:**
1. Bagged garbage and refuse and recyclable items shall be deposited in the containers provided each owner for such purposes.
 2. Garbage and recyclable containers are to be placed outside no sooner than the evening prior to scheduled collection (currently every Tuesday and Friday morning) and returned to the garage no later than the following morning. Recyclables should be placed in the containers provided for Tuesday morning collection.
 3. Owners/Lessees must make arrangements for the placement and removal of trash containers when they are absent from the premises.
- M. Lakes:** Swimming or boating is not allowed in The Strand ponds. Fishing is permitted.
- N. Noise:** All occupants of Units shall exercise extreme care about making noises or using musical instruments, radios, televisions or amplifiers that may tend to disturb other neighbors. Designated normal "quiet hours" are between 10:00 PM to 9:00 AM.
- O. Pets and Animals:**
1. Unit owners shall be permitted to keep no more than two dogs or cats, in the aggregate, in a Unit only if such animals do not disturb or annoy other Unit owners. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals.
 2. Lessees are not permitted to have pets.
 3. The pet must be leashed at all times while on the Condominium property outside of the unit. Pet owners are expected to clean up and remove any waste made by their pets on Clubside property.
 4. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Board of Directors is empowered to order and enforce the removal of any pet that becomes a reasonable source of

annoyance to the residents of the Condominium. No reptiles, amphibians or livestock may be kept in the unit. Pets are not permitted in the swimming pool area.

5. Owners shall not permit dogs that exceed 50 pounds full-grown weight on any condominium common element or within any Unit. Any dog currently (as of March 1, 2002) kept by an owner that does not conform to this requirement may be kept for the remainder of its natural life, but may not be replaced except with a dog that will not exceed 50 pounds full-grown weight.
6. The owner of said pet shall be responsible for court costs and attorney's fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets, if the Association prevails in such action.

P. Recreational Facilities:

1. The use of recreational facilities, including the pool area and the Clubside clubhouse, is limited solely to the members of the Association, their lessees, and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Condominium Association or its members.
2. The Board of Directors shall regulate the use of the recreational facilities from time to time. Additional regulations shall include those that are deemed necessary to comply with the laws of the State of Florida with reference to the swimming pool and other facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the Association.

Q. Reservation of Recreational Facilities for Private Functions:

1. Owners/Lessees only may reserve the pool clubhouse and covered pool deck area for private social functions, of more than eight (8) persons, by contacting the management company at least seven (7) days prior to the event. Social Function Reservation Forms may be obtained from the management company. Each reservation requires a \$150 deposit made payable to the Clubside at the Strand Condominium Association and delivered to the management company.
2. The deposit may be refunded, following a satisfactory joint walk-through of the facility to ensure cleanliness and restoration to prior condition.
3. All groups will be assessed a \$50 nonrefundable usage fee. Groups may not exceed 60.
4. The Association will arrange for an Owner/Lessee walk-through of the facility prior to and after the function, using a Reservation Form checklist.
5. Clubside at the Strand Social Committee and Clubside Board business functions have reservation priority.
6. Owners/Lessees are reminded that the pool, showers and bathrooms will remain open to all residents during functions. The pool area and Clubhouse facilities are open to all owners/lessees during holidays and may not be reserved during major holidays.
7. The user of the facilities shall be responsible for leaving them in a clean and orderly condition and shall be responsible for any breakage and damage caused to the facility. The facility must be cleaned, rearranged and cleared of any party items prior to 9:00 AM the day following the function.
8. The above procedures are intended to ensure property accountability, maintain cleanliness and to minimize inconvenience to other Clubside at the Strand residents.

- R. Safety:** No one shall permit any activity or keep anything in a condominium Unit, storage area or the common elements that would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbecuing outdoors. (See paragraph E above)

S. Signs: No sign or advertisement of any nature shall be posted or affixed to any of the common elements, limited common elements or in any Unit, if such sign may be seen from any portion of the common elements, except for unit number which shall be uniform in size and design and approved by the Board. Only "Open House" signs, provided by Clubside, are permitted. Contact the Property Manager for details. Security signs, placed close to the building, are permitted.

T. Solicitation: There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the Unit owner to be solicited, or specifically authorized by the Board.

U. Swimming Pool:

1. Owners, their families, lessees, and guests using the swimming pool do so at their own risk. The swimming pool is for the occasional use of guests; abuses subject to action by the Board. No lifeguard on duty. Pool hours are 7 AM to 10:00 PM.
2. Persons using the swimming pool are enjoined to read and obey the posted rules for the use of the swimming pool and deck areas.
3. Glass containers are prohibited in the swimming pool area.
4. Running or obnoxious behavior is not permitted.
5. No pets of any kind are permitted in the swimming pool area.
6. Owners will be held responsible for any damages, pool contamination, or repairs made necessary.
7. An adult must accompany any child under the age of twelve years while at the pool.
8. Any person wearing diapers must also wear a protective garment when using the pool.
9. Smoking is permitted in designated areas only.
10. Grills are to be cleaned by user.
11. Guests must be accompanied by an owner/lessee.
12. Clubside owners/lessees have priority use of the pool

5. ALTERATIONS/IMPROVEMENTS TO UNITS AND COMMON ELEMENTS:

A. Exterior: To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply;

1. No owner, tenant, or other occupant of a condominium Unit shall paint or otherwise alter, modify or change the appearance of any exterior wall, door, window, balcony, without the prior written approval of the Board.
2. No occupant may place any sunscreen, glass window, blind, storm shutter or awning on any balcony or exterior opening without the prior written consent of the Board.
3. No occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements without Board approval.
4. Occupants are not to erect, construct or maintain any wire devises, antennas, satellite dishes, or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the prior written consent of the Board.
5. No clothing, bedding or other similar items, shall be dried or aired in any outdoors area or any limited common area if same can be seen from the common elements.
6. All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board.
7. No occupant shall tamper with the light bulbs or fixtures affixed to the exterior of the buildings or garages. The care and maintenance of these fixtures is the responsibility of the Association.
8. No permanent fixtures including wall hangings, fountains, etc., shall be mounted to the exterior walls or entrance porches.

9. Exterior holiday lighting is permitted between Thanksgiving and January 15.
10. All outside potted plants and exterior accessories must be removed during owner's extended absence, to protect against storm damage. Personal plantings that die or become unattractive may be removed, at owner's expense, during owner's extended absence, at the discretion of the Board.

B. Interior:

1. All Unit owners shall keep and maintain the interior of their respective Units in a clean and sanitary manner. The Unit must be kept in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's Unit, whether inside or outside the owner's Unit. Owners shall promptly pay for all utilities that are separately metered to the Unit. Unit owners shall keep driveways, patios, rear balconies and screened lanais clean and attractive.
2. No occupant may make any structural additions or alterations to any Unit or to the common elements, or any of the foregoing without the prior written consent of the Board. Licensed professionals shall do all repairs to plumbing and electrical wiring within the Unit.
3. Floor Covering. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, dining rooms, bathrooms, lanais and foyers where other types of non-resilient floor coverings installed with acoustically acceptable underlayment material at least ¼ inch thick. Installation of tile or wood flooring requires prior written approval of the Board to ensure adequate noise insulation.