

GRANDE EXCELSIOR AT THE GRANDE PRESERVE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS/ POLICY AND PROCEDURES
AMENDED APRIL 2017

The Rules and Regulations below are in effect until such time as amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, and invitees, contractors, lessees, and persons over whom they exercise control and supervision. **(Reference initial Rules and Regulations also; Bylaws Sect. 7).**

1. BUILDING APPEARANCE AND MAINTENANCE:

- (a) The front entryways, lobbies, elevators, mailrooms, storage rooms, hallways building parking, emergency exits, unit entries and stairways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, or what it is initially intended for. Nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, toys, shoes, swimming equipment or any other object of a similar type and nature be left therein or thereon. Shopping and luggage carts must be returned to the designated areas in the garages immediately after use.
- (b) Personal property of unit owners shall not be stored outside their unit's front entry within the common hallway or parking garages. The only approved item outside unit door is a door mat.
- (c) No person shall sweep or throw any dirt, waste or other substances out of the unit onto the common elements. No unit Owner shall be permitted to cause water or other liquids to flow outside their lanai or unit. **(Refer Sect. 12.4).**
- (d) No exterior radio or television antenna installation, satellite dishes or other wiring, shall be installed without the written consent of the Board of Directors. **(Refer Sect. 11.5).**
- (e) No modification to the unit exterior such as hurricane shutters, storm doors, etched glass, exterior painting shall be done without submitting proper application forms here applicable and receipt of written approval by the Association. **(Refer Sect. 11.5).**

2. UNIT MODIFICATIONS, IMPROVEMENTS OR SERVICES GUIDELINES
(Reference Declaration Sect. 11.5, 11.6).

- (a) Unit owners must require all contractors and employees utilizing equipment and supplies to service units, to use the designated contractor elevator only. Proper covering and protection of floors, lobby, elevators, or limited/common elements shall **be mandatory** each and every time. Any damages to the building limited / common elements as a result of said action will be repaired at the expense of the owner.

- (b) Contractors and employees servicing units must enter through the parking garage. No hauling of equipment or supplies **will be permitted** through the main lobby entrance. All main doorways including garage doors must remain closed at all times.
- (c) All contractors and employees working in building and units must park in the designated parking spaces for contractors in the garage. No parking of commercial vehicles will be permitted in the front of building.
- (d) No parking of contractor, employee or commercial vehicles will be permitted to be parked onsite overnight. **(Refer Sect. 12.6)**.
- (e) No unit owner can contract for installation of tile, ceramic, marble, wood or any other floor covering without prior written application to the Association. Owner will be required to install sound proofing material as outlined in the sound proofing guidelines and specifications. Before the finish material is to be installed, there must be a pre inspection conducted and approved by the management staff. No contractor will be allowed access onsite without proper written approval documents issued by the Site Manager. **(Refer Sect. 11.3)**.
- (f) Any unit owner wanting to modify their floor, over 100 square feet, must use a flooring removal machine in lieu of jack hammering to remove the existing flooring. (example National-1500 quick load) Jack hammering will not be permitted unless approved by Site Management.
- (g) Any owner wishing to post an item on bulletin board in mail room must submit it to a board member.
- (h) No live Christmas trees are permitted, however, wreaths and garland are permitted as long as owners properly dispose items.

3. **ALTERATION OF CONDOMINIUM (Reference Declaration Sect. 11.5)**

- (a) Unit owners are specifically cautioned that their right to make any alteration, change, addition or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit Owner may install screen doors, or apply any type of film or screening to the inside or outside of window or door glass without the prior approval of the Association.
- (b) All additions, changes or alterations must be presented in writing to the Board of Directors C/O the Site Manager for approval, accompanied by written plans, drawings and specifications. The Board of Directors will only approve such requests if they are within the parameters of the Declaration of the Association. The Board of Directors and the Site Manager will be required to be held harmless and indemnified as to mechanics liens and or claims arising from such work.

4. PROPERTY ACCESS GUIDELINES

- (a) Owners will be required to advise all contractors, guests, tenants and employees of Association guidelines relative to ingress and egress to property.
 - 1. Owners must advise gate house of any contractor, employee, visitor, tenant or delivery coming to unit. Owner shall follow proper channels to notify gatehouse by means of phone, voicemail or internet.
 - 2. All guests coming to visit will be allowed access to property if proper authorization has been given to gatehouse by owners. Gatehouse will only call unit should a contractor, guest, tenant or visitor arrive that is not authorized in advance by owner. Should owner not respond to call from gatehouse, contractor, guest or delivery services will be denied access.
 - 3. The security guard will register all contractors and their employees at the front gate and notify the maintenance staff to assist with further direction on where to park and how to access the building. All contractors and their employees must enter the building through the lower parking garage.
 - 4. Contractors and employees will only be allowed access to property after **8AM** Monday thru Saturday. All contractors and employees must be off site by **4:30PM** Monday thru Friday and **1PM** on Saturday. No access will be allowed on Sundays except for emergency situations.

5. RUBBISH PROCEDURES:

- (a) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, driveways, hallways, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, entry ways, railings or exposed on any part of the limited /common elements. The limited common / common elements shall be kept free and clear of refuse, debris and other unsightly material.
- (b) Refuse and garbage shall be bagged and properly deposited only by means of the compactor chute located on each floor. All garbage that cannot be deposited in the compactor system must be bagged and placed in the Association designated area in the parking garage. Owners will be required to properly breakdown all large boxes and place all recycling items in proper containers labeled in the parking garage. Owners shall make the necessary arrangements to have packing boxes removed offsite by their contractor. Owners will be required to make the necessary arrangements through Association rubbish carrier for special pickup of large items such as furniture, appliances, and other miscellaneous items.
- (c) Owners and lessees should refrain from using the garbage chutes before 8 am and after 10 pm.

6. BUILDING USE GUIDELINES (Reference Declaration Sect. 12.4)

- (a) No unit owner shall make or permit any disturbing noises by his or her family, employees, tenants, agents, visitors, licensees and contractors, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners. No unit owner shall play or permit to be operated, a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium. Owners should respect other owner's rights by monitoring any excess noise or activities at all times especially after **10PM**.
- (b) Unit Owners should understand that noise in high rise buildings can be magnified. Owners, guests, visitors, tenants, and contractors should take the necessary steps to wear soft soled shoes, do not drag furniture across the floors or any other action that would cause unnecessary noises. Felt pads **shall** be installed on all furniture that is moved regularly on a day to day basis.
- (c) Owners who are having deliveries such as furniture or other household items scheduled for delivery, should take the necessary steps to have deliveries arrive onsite no later than **4:30PM** daily and **1PM** Saturday. Owners must notify the gatehouse in advance of all deliveries. Owners shall take the appropriate steps not to tie up the elevators for periods of time no longer than **ten (10) minute intervals**. Deliveries must use the contractor elevator only utilizing proper steps to protect the elevator, lobby, and hallway floors. Owners must also respect the rights of all other unit owners in monitoring the noise of the delivery activity.
- (d) All deliveries of large items such as furniture shall utilize the access through parking garage. Doors to lobby from parking garage are normally to remain closed at all times. Contractors are not allowed to prop open the doors and leave open longer than **ten (10) minute intervals**. Trucks must park outside of parking garage to unload and should not block ingress or egress of other vehicles utilizing the parking garage.
- (e) No inflammable, combustible or explosive fluid, chemical or substance, shall be kept in any unit, storage, lanais or limited / common element, except those necessary for normal household use. No propane or non-electric barbequing is allowed onsite, except in the barbequing area at the pool.
- (f) Unit owner, residents, their families, guests, tenants, employees, agents or visitor **shall not** at any time or for any reason whatsoever trespass upon the roofs of the buildings. Access for service to an owner's cooling system on the roof must be obtained through the Site Manager.
- (g) Owners should take the necessary precautions **not to assign or give out the access codes** to the buildings, parking, fitness facilities, pool area or any other area that has an access code to contractors, visitors, employees, tenants, or agents without proper verification and security measures so as to maintain the security of other unit owners. Tenants should not receive access codes until required lease application and fee have been processed and approved by the Site Manager.

- (h) No ball playing, rollerblading, skate boarding or bike riding shall be allowed within the buildings' hallways, lobbies, elevators, parking garage, parking lot or pool area at any time.
- (i) No signage of any kind, such as For Sale signs, shall be allowed to be posted on the limited or common element which includes windows, doors, hallways and vehicles, except in the area designated by the Association. **(Refer Sect. 12.5)**
- (j) Vehicles must be parked in assigned parking spaces only. Each owner is assigned two parking spaces within the parking structure. Owners are not to park in the spaces in the front of the building. These spaces are reserved for visitors. **(Refer Sect. 12.7).**
- (k) No commercial vehicles, motorcycles, boats, trailers, campers, mobile homes, golf carts or any other vehicle or recreational type vehicle may be stored, or parked overnight on the limited / common property at any time. No parking space may be utilized for any other purpose except for parking of one (1) licensed motorized vehicle only. No storage of any kind will be allowed in the parking garage or parking space except for licensed vehicle. **(Refer Sect. 12.6).**
- (l) Owners who utilize the barbeques in pool area are responsible for making certain the gas is turned off after use. Owners are required when finished using the barbeques to clean up the barbeque and cooking area so other owners may enjoy use of the barbeques.
- (m) Owners, guests and tenants are responsible to keep parking spaces clear of all oil spills of debris at all times.
- (n) In the event that an Owner will be absent for a period of 24 consecutive hours, the Owner must shut off the main water valve to the unit. The main water valve is located in the unit's utility room, above the water heater. In the event that the owner fails to shut off the main valve, and as result thereof, there is water or other damage to the unit, any other unit or the common areas of the property, the Owner shall be solely responsible for said damage.

7. RENTAL / LEASING PROCEDURE (Reference Declaration Sect. 13)

- (a) All rentals or leasing of units are at **a minimum period of ninety (90) days a maximum of four (4) times a year** or a one year lease. All rentals or leasing of units will require submitting rental/lease agreement to the Site Manager for approval prior to execution. **Effective July 1, 2014** - Check for \$350 payable to Grande Excelsior – checks not accepted from lessee. This fee represents \$100 application fee and \$250 POA lease processing fee prior to receiving written approval. **See attached Certificate of Amendment**
- (b) All tenants, guests, visitors, and rentals will be required to comply with all rules, regulations, policies and procedures of the Association. Owners should provide a copy of the Association's Rules and Regulations, policy and procedures to all guests and tenants within the unit.

(c) **See attached Guest policy – amended April 2008**

The Dunes Communities Board of Directors believes that violation of these rules adversely affects all residents and diminishes the value of the community as a whole. The Boards believe that action will be taken by all Dunes of Naples Communities, the Boards of Directors, the Management, and the Developer Signature Communities to ensure community-wide compliance with such Rules and Regulations.

The Communities Board of Directors have authorized formation of a Rental Compliance Committee and authorized that Committee to take the following actions:

- Identify the websites and other resources being used by owner/realtors to lease units and identify any rental or lease that is in violation of leasing Rules and Regulations.
- Notify potential renters that action will be taken to bar them from use of all community facilities and/or amenities if their rentals/leases are in violation of the Rules and Regulations.
- Work with the management company to determine if Rules 7(a) and (b) are being complied with and, if not, to take such action as approved by the Board.
- Owners violating the rental/leasing Rules and Procedures will be fined the maximum fine per violation and action will be taken to bar their tenants from using any of the facilities and/or amenities of the Dunes.
- Realtors/Agencies known to be violating Dunes of Naples Rules 7(a) and (b) will be advised that they will be barred from the premises and that other steps will be taken to stop their continued violation of these rules..

The Board urges all unit owners to advise any Rental Compliance Committee or Board member of any owners' violations of these Rules.

To comply with Rules 7(a) and (b) please send all paperwork to:

Grande Preserve Management
280 Grande Way
Naples, FL 34110

at least 20 days prior to the proposed rental. You will be notified within (7) business days of the approval/disapproval of your proposed rental.

- (a) All tenants, guests, visitors, and rentals will be required to comply with all rules, regulations, policies and procedures of the Association. Owners should provide a copy of the Association's Rules and Regulations, policy and procedures to all guest and tenants within unit.
- (b) Owners should provide proper access code and garage/gate openers to guests and tenants which should be left in units upon leaving. Association will not assign additional openers other than initial (2) provided at closing. Any lost opener can be replaced at a charge of \$35. Upon receipt of new opener, your old opener code will be terminated. No opener will be given to anyone other than an owner.

- (c) The Association or Maintenance staff **will not** be responsible for providing access to units except for in case of an emergency situation. Owners must make their own arrangements for access to their units for contractors, employees and guest.

8. **PET PROCEDURES (Reference Declaration Sect. 12.3)**

- (a) All pet owners will be required to follow the following guidelines pertaining to the ownership of a pet.
 1. Owners will be required to maintain their pet in such a manner that does not create a nuisance to other unit owners, such as, noise, odor or excessive barking. Owners who keep pets will assume full responsibility for any personal injury or property damage caused by their pets, and shall indemnify and hold harmless the Association and its Agents for any loss of liability arising from said pets. This policy also extends to owners who have guest and visiting pets.
 2. No pet shall be kept that may be vicious or an endangerment to other unit owners. All pets are required to have proper inoculations and be in compliance with all city /state ordinances relative to pets.
 3. No pet shall be left unattended upon the limited or common elements. No pet shall be left out on the lanai unattended for any length of time. Any pet owner entering or exiting the building from the main lobby level must restraint the pet on a leash that will at all times control the pet. Pets will not be allowed to defecate anywhere in the front of the building or planter boxes. Pets must be taken to the assigned pet areas on the side of the building garage level or out in the greenbelt areas. Owners will clean up after their pet each and every time.
 4. Dogs are prohibited in any rental or leased unit.
 5. All owners **are required** to clean up after their pet each and every time while on the limited and common elements. Existing pets at time of adoption of amended Rules will be grand fathered for life of pet.
 6. Pets are not allowed the use of the owner's elevator at any time. Pets must use the lower garage level when entering or leaving the Grande Excelsior.

9. **POOL / AMENITIES**

- (a) Pool hours are from sunrise to dusk. Owners should take steps when using the pool amenities other than the pool after hours to keep noise to a minimum. Owners, guests and visitors should respect **10PM** as official pool area closing hours.
- (b) No jumping off of pool waterfall. No running, jumping or diving within pool area is allowed at any time.
- (c) All children should be accompanied with an adult at all times.
- (d) Children who are in diapers or not completely toilet trained must have proper swim attire (swim Diapers) on at all times while in pool and pool area so as to avoid accidents within pool.
- (e) Any cost incurred above the normal day to day operations of the pool and spa that are a direct result of negligence, will be charged back to person(s) responsible for said damages.

- (f) Pool equipment such as rafts, floating devices and other pool items shall be removed from the pool if necessary to accommodate an increase in number of people utilizing the pool. The same applies to throwing of balls and other pool toys.
- (g) Owner should take proper steps to dry off properly before re-entering the building.
- (h) Glasses and glass objects are not allowed in the pool area.

10. EMERGENCIES IN OWNERS ABSENCE

- (a) In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the owner should provide the Site Manager with a key to their unit.
- (b) Any unit key that is provided to Management **shall not** be used for any other purpose except for an emergency situation.
- (c) Onsite staff **will not** be responsible for providing access to units for Owners, guests, visitors or contractors except for emergency situations.
- (d) Owners should also take the necessary steps to provide a key to a neighbor or a family friend, agent, or home watch service. The Association should be provided the contact numbers to be utilized in case of an emergency.
- (e) It is advisable that owners who are going to be seasonal unit owners to employ the services of a home watch service. The home watch service should be instructed to follow precise guidelines outlined on a punch list that should include items such as.
 1. Inspect the air conditioning system / humidistat if installed, to be sure proper operation and settings are maintained so as to avoid situations such as mold.
 2. Properly secure the unit.
 3. **In the event that an owner will be absent for 24 consecutive hours**, shut off water to unit to avoid emergency situations such as flooding from broken water line.
 4. Shut off hot water tank.
 5. Shut off gas supply to kitchen stove.
 6. Shut off Electricity Breakers to unit except for key operational needs such as Air conditioning, Humidistat, emergency items such as smoke detectors and required lighting.
 7. Upon inspection have home watch service run water in all drains, shower, toilets, sinks and tubs to prevent dry out that will allow gas fumes from entering unit. Toilets should also have added water installed, due to non use the water level drops.

. If hurricane shutters are installed be sure they are properly closed. If you do not have hurricane shutters removing patio furniture, plants and other objects from the lanais would be recommended.

Approved Guest Policy

Section 12.9 is added to the Declaration of Condominium for Grande Excelsior At The Grande Preserve, A Condominium (Note: since the entire section is new, there is no underlining of new portions.)

12.9 **Guests.** Guests may occupy a unit overnight or for longer periods of time when the owner or primary occupant is present, or if at least one of the persons staying in the unit is a member of the owner's or primary occupant's family or is related to an owner or primary occupant or to their family by blood or marriage. Overnight guests or guests for a longer period are also allowed when the owner or primary occupant or their family is not present if (1) approved by the Board of Directors as a bona fide house sitter or pet sitter when no person occupying the unit is paying consideration to the owner, primary occupant or their family, or (2) subject to the sole discretion of the Board, if the Board determines that the guests should be permitted because of special circumstances and no guest is paying consideration to the owner, primary occupant or their family, and there is no repeated use of the unit by acquaintances or those involved in business with the owner or primary occupant. To obtain such approval the owner or primary occupant shall properly complete and return to the concierge at least five days before occupancy a Board guest application form supplied by the concierge. The Board may delegate its approval power to any two members of the Board and shall render a decision within four days of receipt of an application, or the application is deemed approved. An owner or primary occupant shall register overnight guests occupying the unit when the owner or primary occupant or their family is not present, at least one day in advance with the concierge, by either the guest application form which is approved by the Board, or when approval is not required, by properly completing a Board registration form supplied by the concierge, by indicating on the form the names of the guests and a provision in this section allowing the guests. If a guest is required under this section to be registered or approved and is not, that overnight guest, unless accompanied by other approved guests, will not be allowed to occupy the unit until so registered or approved if the owner or primary occupant or their family is not present. Guests, other than those occupying in accordance with this section or those occupying under a lease approved by the association, may not occupy a unit overnight or for a longer period or use the association common elements.

Version 1.1

Approved by Grande Excelsior Board, March 3, 2008.

Approved by owners at the Annual Owners Meeting, April 4, 2008.

WHEN RECORDED RETURN TO:

Gregory W. Marler, Esq.
BECKER & POLIAKOFF, P.A.
999 Vanderbilt Beach Road
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Naples, Florida 34108

INSTR 4834229 OR 4916 PG 1984
RECORDED 5/6/2013 2:20 PM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT
COLLIER COUNTY FLORIDA
REC \$18.50

Recording Fee: \$18.50

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

FOR

GRANDE EXCELSIOR AT THE GRANDE PRESERVE, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium was duly adopted by the Association membership at a duly noticed Special Members' Meeting of the Association on the 8th day of April, 2013. The original Declaration of Condominium is recorded at O.R. Book 3665, Page 3838, of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Proposed Amendment: **Article 13, Section 13.2;
Declaration**

13. LEASING OF UNITS. The leasing of units by owners shall be restricted as provided in this section. The ability of a unit owner to lease his or her unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the owner. All leases of units must be in writing. A unit owner may lease only his or her entire residential unit together with any parking space or guest cottage appurtenant thereto, and then only in accordance with this Section. Owners may not lease parking spaces or guest cottages separately from any residential unit which they own. The lessee must be a natural person.

(Section 13.1 Remains Unchanged)

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than ~~twelve (12)~~ four (4) times in any calendar year. The minimum lease term is ~~30~~ ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or to renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lessee from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

(Remainder to Article 13 Remains Unchanged)

Certificate of Amendment
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LAW OFFICES
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