

Revised: October 2011

THE TERRACES CONDOMINIUM ASSOCIATION, INC.
OF NAPLES

AMENDED

RULES AND REGULATIONS

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PREAMBLE

The Board of Directors has established Rules and Regulations (“Rules”) to provide for the health and safety of The Terraces’ residents and the preservation of the physical facilities. The Rules are intended to insure that those residing at The Terraces will enjoy their right to the quiet of their homes. Inevitably, the application of the Rules involves compromises between individual rights and the collective good of The Terraces’ community.

In large part, the Rules are founded on the Condominium Documents – particularly the Declaration of Condominium. The Florida Condominium Act and various Naples’ ordinances are also reflected in the Rules. You should read and familiarize yourself with the Association’s governing documents. We thank you for your cooperation.

Sincerely,

The Terraces’ Board of Directors

SECTION 1. DEFINITIONS

- 1.1 **Adult** . Any person 18 years of age or over.
- 1.2 **Resident**. An owner, lessee, and family member occupant.
- 1.3 **Occupant**. A person who stays at least one night in a unit or a guest suite.
- 1.4 **Guest**. Any non-paying, non-family member, who at owner's or lessee's invitation is occupying any portion of a unit or a guest suite on a temporary basis.
- 1.5 **Family**. The children, grandchildren, parents and siblings of the owners or lessees and their immediate families (son-in-laws, daughter-in-laws, etc.)
- 1.6 **Visitor**. Any invited person not a member of owner or lessee's family, who is visiting a unit for social reasons, but is not an occupant.
- 1.7 **Owner**.
- A. The title holders and their spouses when title is held by natural persons; and,
 - B. The "primary occupant" as defined in Section 4.15 of the Declaration of Condominium and that person's spouse when title is held in trust, by a corporation or by another entity.

SECTION 2. UNIT OCCUPANCY BY FAMILY AND GUESTS

- 2.1 **Occupancy By Guests**.
- A. Owner or Owner's family in residence. There are no restrictions on guest occupancy other than the requirement for an adult presence.
 - B. Owner and owner's family not in residence. Guests (non-family members) consisting of no more than one (1) family per stay may occupy a unit for a limited time period and on a limited number of occasions consistent with the Association's policy inhibiting transiency and maintaining a stable environment.
 - C. Lessee not in residence. In the absence of a lessee, the lessee's family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests. No more than two (2) guests are permitted and each must be at least eighteen (18) years of age. For further restrictions and the need for adult supervision of minors, see Sections 12, 13.3 and 13.4 of the Declaration of Condominium.

D. Neither Lessee nor Lessees Family in Residence. If a lessee and lessee's family are not in residence, no other person (including the unit owner) may occupy the leased unit.

2.2 **Occupancy By Family.** In the owner's absence, there are no restrictions on occupancy by the owner's family other than the required presence of an adult.

SECTION 3. LEASE OF UNITS

3.1 **General Provisions.** See Section 13 of Declaration of Condominium.

3.2 **Applications.** Lease applications must be submitted to the Manager on behalf of the Board of Directors accompanied by a copy of the executed lease and payment of a \$100.00 fee.

3.3 **Term Limits.** No unit may be leased more often than two (2) times in any calendar year, with the minimum lease term of three (3) consecutive months. 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 renew the lease for any additional period shall be permitted. The Board may approve the same lease from year-to-year. No subleasing or assignment of lease rights by the lessee is allowed.

3.4 **Pets.** No pets are permitted in leased units.

3.5 **Restrictions On Use of Leased Unit By Owner.** While a unit is under lease, the owner is prohibited from the use of the assigned parking space and all common area usage.

3.6 **Damage Responsibility.** Owners are responsible for any damage caused by or expenses incurred by lessees, their family and guests.

SECTION 4. SALES AND OTHER TRANSFERS OF UNITS

4.1 **Transfer of Ownership of Units.** Procedures and rules relating to the sale or other conveyance of units are set forth in Section 14 of the Declaration of Condominium.

4.2 **Open Houses and Unit Showings.**

- A. Open houses may be held from 12:00pm to 5:00pm on Saturdays and Sundays. An "Open House" sign provided by the Association may be displayed on the Terraces' property contemporaneous with open houses.
- B. No unit showings are permitted after 5:00pm on any day.
- C. For unit showings not related to open house viewings, the owner or owner's realtor must escort each potential buyer or lessee from the front desk to the unit and from the unit to the front desk.

SECTION 5. REGISTRATION.

5.1 Owners, Lessees and Families. Other than for short-term absences, owners, lessees and family members are to sign in with the front desk attendant upon returning to the Terraces. On departure for extended absences, the front desk should be informed.

5.2 Guests. All guests should register at the front desk upon their arrival. On departure, they are to sign out with the front door attendant.

5.3 Visitors. Visitors are required to sign-in/sign-out with the front door attendant. Before access is allowed to the residential floors, the attendant will contact the owner, lessee or family member in residence.

5.4 Others. Contractors, trades-people, brokers, domestics, service providers, caretakers and all other non-residents or non-social visitors must sign in at the front desk and sign out each time they visit or leave The Terraces.

5.5 Notification of Manager – Family Or Guest Occupancy. When an unoccupied unit is to be used by guests or family members, the owner shall notify the Manager of the anticipated occupancy, the names of the persons authorized to occupy the unit and dates of arrival and departure.

SECTION 6. GUEST SUITES.

6.1 Usage Limitations. The guest suites may be used by guests and family members of owners and lessees only when the owners or lessees are in residence.

6.2 Rental Procedure. Guest suites are rented on a first request basis by contacting the Manager. A twenty (20%) percent deposit is required when making the reservation. The deposit is non-refundable unless the reservation is cancelled thirty (30) days in advance of the reservation date. The balance due is payable by check by the owner or lessee at the time the guests arrive.

6.3 Restriction On Number of Guest Suites Rented. No more than two (2) suites can be reserved for the same time period by one owner more than thirty (30) days in advance of the reservation.

6.4 Limitation On Rental Period. There is a maximum stay of two (2) weeks per reservation.

6.5 Limitation On Reservations From February 15th to April 30th. No reservations for February 15th through April 30th may be made before September 1st of the prior year.

6.6 Limitation On Reservations For Thanksgiving and Christmas. No reservations for Thanksgiving and the week before and after Christmas may be made until January 1st of the same year.

6.7 Liability Of Owners and Lessees. Owners and Lessees are responsible for any loss or damage sustained in a guest suite while occupied by their guests or family.

6.8 Number Of Occupants. Guest suites A & B accommodate two persons, one of whom must be an adult. Suite C accommodates up to six people, one of whom must be an adult occupant.

6.9 Check-In/Check-Out Times. Guest suite check-in time is 3:00pm and check-out time is 10:00am.

6.10 No Pets ... No Smoking. All guest suites are no smoking and pets are not allowed.

6.11 Rates and Maid Service. Rates for the guest suites are determined by the Board and are available from the Manager. There is no clean-up service provided; however, during a seven-day occupancy, fresh linens will be supplied at the guest's request.

SECTION 7. LANAIS, BALCONIES, TERRACES.

7.1 Removal Of Furniture. No furniture may be left on an unshuttered balcony when the owner or lessee is absent for more than ten (10) days. If staff is required to remove furniture, the owner will be charged.

7.2 Barbecuing. No grilling or barbecuing on balconies.

7.3 Potential Damage To Lower Balconies. No solid or liquid substances should be dropped from the balcony. Ash or butts from cigars or cigarettes must not be thrown over the balcony railings.

7.4 Floor Covering. No carpeting or other porous materials of any kind may be installed over balcony concrete floors exposed to the elements.

SECTION 8. PARTY ROOM.

8.1 Priority For Use. The Terraces' Association functions have priority over other requests. These facilities may not be used for business or commercial purposes.

8.2 Request For Use. Any request for use of the party room will be handled on a first-request basis. At the time of a request, the Manager is to be informed of the date, time, type of party and number of persons attending. The party room has a limit of sixty (60) for a stand-up gathering and forty-eight (48) for a sit-down event. Any special requests may require Board approval.

8.3 Other Rules.

- A. Caterers must use the service entry only.**
- B. If a party is catered, all dishes, pans, silverware, etc. will be supplied either by the caterer or by the Terraces. They may not be mixed.**
- C. No Terraces' furniture, dishes, silverware or linens may be removed from the party room.**
- D. A security deposit of \$500.00 is due seven (7) days prior to the party. It will be held by the Manager until the premises have been inspected for damages. The owner or lessee reserving the party room is responsible for all loss and damage.**
- E. For social functions, the party room may not be used beyond 11:00pm.**
- F. The Manager shall retain a cleaning service to return the party room and adjoining common areas to an "as found" condition following any social function. The owners or lessees hosting the function will be responsible for payment of the cleaning service charges.**

SECTION 9. SWIMMING POOL AND HOT TUB.

General Rules.

- A. The swimming pool and hot tub may be used from sunrise to sunset.**
- B. Children under twelve (12) years of age using the swimming pool must be accompanied by an adult. The adult is responsible for insuring that the children do not disturb others.**
- C. Children are not allowed to use the swimming pool unless toilet trained and out of diapers of any kind. By Florida Health Department rules, fecal material in the pool mandates complete draining and cleaning. The cost will be charged to the responsible owner or lessee.**
- D. Children under the age of twelve (12) are not allowed in the hot tub.**
- E. Children twelve (12) to sixteen (16) may use the hot tub only when accompanied by an adult.**
- F. By ordinance, a shower must be taken before entering the pool or hot tub.**
- G. Floats, rafts, beach balls and similar objects are not permitted in the pool.**
- H. Running, horseplay and other potentially injurious conduct are prohibited in the swimming pool and hot tub areas.**
- I. An underlying towel must be put on pool side furniture during use to protect it from oils, lotions and perspiration.**
- J. Pool furniture is for use at the pool only and may not be taken from the pool area. Furniture should not be reserved by placing towels or other personal items on chairs and lounges.**
- K. All persons must be properly attired in a cover up and foot covering going to and from the building to the beach and pool areas. A cover up and foot covering is mandatory**

for all persons in any common area other than the pool and third floor deck. Anyone with dripping, wet suits or carrying beach gear must use the service elevator.

- L. Earphones or ear buds are to be used for all radios and other electronic music devices. Leave the seating areas at the pool or third floor deck when talking on a cell phone.
- M. No food or glassware is allowed in the pool and hot tub areas. Food is prohibited because of potential bugs, rats and damage to pool furniture. Food is also responsible for staining the pavers.

9.2 Elevator Usage From Pool and Beach. The service elevator should be used when carrying beach gear or wearing wet swim suits.

SECTION 10. THIRD FLOOR DECK.

10.1 Private Parties. The Rules relating to private parties on the third floor deck are consistent with the private party Rules for the party room. The Manager will establish the hours for private parties on the third floor deck.

10.2 Noise. Those using the third floor deck must be circumspect with respect to the noise level of conversations after 8:00pm. Earphones or ear buds are to be used for all radios or other sound producing devices. When talking on a cell phone, step out of hearing of others on the deck or nearby lanais.

10.3 Glassware. Glassware is allowed on the third floor deck.

10.4 Furniture Use.

- A. Third floor deck furniture must remain on the third floor. An underlying towel should be used to protect the chaise lounges and upholstered chairs from wet bathing suits, lotions and sun oils.
- B. If leaving the area for an extended period, do not “reserve” the lounges and chairs by placing towels and personal items on them.

SECTION 11. EXERCISE ROOM, SAUNA AND STEAM ROOMS.

11.1 Exercise Room Rules.

- A. All persons using these facilities do so at their own risk.
- B. These facilities are not for use by children under the age of sixteen (16) and children under the age of twelve (12) are not allowed in the exercise room.
- C. No food is allowed in this area.
- D. As a courtesy to others, wipe down equipment after use with provided wipes.
- E. Return weights to designated racks. Do not drop weights on floor or benches.

11.2 Sauna and Steam Rooms. Use of the sauna and steam rooms is restricted to adults, age eighteen (18) and over. All persons using these facilities do so at their own risk.

SECTION 12. ELEVATORS AND CARTS.

12.1 Service Elevator.

- A. The service elevator is to be used for transporting leashed dogs that cannot or will not be carried by the owner (Rule Section 15.2), other pets, luggage, golf clubs, plants, items that may damage the passenger elevators and any items requiring the use of wheeled devices such as luggage, grocery carts, bicycles, bicycle carts or dollies. All delivery personnel, service providers and contractors entering the building must use the service elevator.**
- B. The Manager must be contacted to reserve the service elevator for any move-in/move-outs and furniture, appliance or carpet deliveries. This allows protective runners to be placed over the hallway carpets. A security deposit is required.**
- C. No deliveries or furniture moving is allowed on weekends, during Thanksgiving week or the week prior to and after Christmas day. In emergency situations, permission may be granted by the Manager for deliveries.**

12.2 Passenger Elevators.

- A. Passenger elevators are for residents, their guests and visitors.**
- B. Pets may be transported in the passenger elevators only if the pet is carried in the owner's arms and the requirements of these Rules are met.**

12.3 Carts.

- A. Grocery and luggage carts are provided to assist residents and guests in transporting items to and from units. When using carts, use the service elevator.**
- B. Immediately after use, carts are to be returned to their proper storage area. Do not leave them in trash rooms, hallways or elevators.**
- C. The grocery and luggage carts are not to be removed from the interior of the building.**
- D. The carts are not to be used by contractors or service personnel.**

SECTION 13. GARBAGE, WASTE MATERIAL AND RECYCLE POLICY.

13.1 Garbage Disposals. The garbage disposal in each unit is to be used for soft garbage only. After activating the disposal and turning on either hot or cold water, small amounts of the garbage should be fed into the disposal. Ample water should be used.

13.2 Dry Waste. Heavy duty bags tied securely must be used for disposal of all forms of dry waste. They are to be discarded in the trash chute located on each floor to the left of the service elevator.

13.3 Recycle Policy. Labeled containers are provided in the trash rooms for recycling plastic, glass, aluminum cans and bottles. A separate container is provided for paper. Larger boxes, cartons and other packing materials must be taken to the compacter room on the first floor. Items for recycling should be placed in a bag to protect the hall carpeting.

SECTION 14. PARKING.

14.1 Resident Parking.

- A. Parking spaces have been assigned for the exclusive use of specific units and are indivisible from that unit. They cannot be leased and may be “sold” only as an indivisible part of the sale of the unit.
- B. A unit owner may allow another owner to temporarily use his or her parking space. Permission for this use must be submitted in writing to the Manager.
- C. No commercial vehicle may be parked overnight in the garages, parking lots or ramp area.
- D. Residents who leave vehicles while they are absent from The Terraces must provide a set of keys to the front desk.
- E. Owners who lease units must make their assigned parking space available for the lessees’ use and are not allowed to park on The Terraces’ property during the duration of the lease.

14.2 Short Term Guest Parking. Short term guest parking on the upper ramp level is for guests and visitors only. Short term parking is restricted to passenger vehicles. Extended vans, limousines, pick-up trucks or other oversized vehicles are not allowed to park in the short term parking spaces.

- A. The amount of time a vehicle is allowed to park shall be at the discretion of the front door attendant in accordance with guidelines provided by the Manager. Guests, as defined in these Rules, who arrive after 9pm may park overnight but must move their vehicle to another parking area by 8am the following morning.

14.3 Additional Parking Restrictions.

- A. Service trucks and other commercial vehicles should park in the north lot and should not be parked on the east side of the building.
- B. Boats, trailers and motor homes are not permitted to be parked overnight on Terraces’ property.
- C. No vehicle parked outside may be covered with a protective canvas or other cover.

SECTION 15. PETS.

15.1 General Rights and Restrictions. Owners may have one small pet, measuring no more than seventeen (17) inches in height or twenty-five (25) pounds. Dogs under one year of age are not allowed.

- A. The ability to keep a pet is a privilege, not a right, and can be revoked by the Board of Directors.**
- B. No visiting pets are allowed in any unit. In the event of a family emergency, or for humanitarian reasons, the Manager may allow a unit owner's family member to keep a pet for the duration of his or her visit. The pet must meet all of the requirements of Section 11.9 of the Declaration. The Manager must be contacted at least forty-eight (48) hours before the arrival of the family member and pet by the unit owner seeking a waiver of the visiting pet prohibition.**
- C. All pets must be registered by the front desk attendant within 24 hours of initial arrival. At the time of registration, pet owners will be given a copy of the pet rules and will be asked to sign a statement that they have received the rules and will obey them. Failure to register a pet may result in loss of the privilege to keep a pet.**

15.2 Additional Pet Restrictions.

- A. Pets shall be carried in the building and must be leashed and under control of their owners at all times when outside units. Control means pets are expected to exhibit good behavior, i.e. no growling, barking, biting or scratching and no damage to property or person. Only pets leashed, carried in owner's arms and exhibiting good behavior may use the passenger elevators. Pets that cannot be carried must be on leash, exhibit good behavior and use the service elevator. Pets must be leashed when outside the building and must not relieve themselves on The Terraces property. Naples' ordinances require dog excrement to be picked up. Adjacent to the door leading to the boardwalk is a doggie bag dispenser. Do not use refuse containers within the building for depositing these bags.**
- B. Pets are not permitted in the pool area, on the third floor deck, on "Commons W", in guest suites, party room, library, exercise room and offices.**
- C. Pets should enter and exit the building through the first floor door at the boardwalk or the overhead garage door entrances. Pets in owner's arms may be carried in the mail area lobby to and from the elevator and the second floor garage. Otherwise, dogs and other pets are not permitted in the lobbies.**
- D. In consideration of your neighbors, dogs are not allowed to bark on balconies or create other disturbances.**

SECTION 16. STAFF.

16.1 Complaints. Complaints against employees must be in writing, addressed and delivered to the Manager or the Board of Directors. No employee shall be personally confronted, directed or reprimanded by any resident.

16.2 Personal Services. Employees may not perform any personal services during working hours. Compensation for personal services performed by an employee outside of normal hours at the request of a resident should be paid directly to the employee by the resident.

SECTION 17. HALLWAYS.

17.1 Obstructions. Hallways are to be kept clean and free from debris, grocery and luggage carts, strollers, baby carriages, bicycles, bicycle carts, mats and other obstacles pursuant to Naples Fire Code.

17.2 Spills. Any spill on the hallway carpet should be immediately reported to the front door attendant. Do not attempt to clean the spill.

17.3 Hallway Lights. Light bulbs in the hallway fixtures are to be replaced by the staff to insure compliance with Naples' ordinances that dictate the required lumen level.

SECTION 18. CONSTRUCTION, MOVING IN/OUT, DELIVERIES AND SERVICE PROVIDERS.

18.1 General Rules.

- A.** Prior to any construction, moving in/out, delivery or movement of large items such as major appliances, furniture and carpet, a form available from the Manager must be completed by unit owners and submitted to the Manager with a security deposit in amounts established by the Board.
- B.** Contractors must meet with the Manager prior to commencing work in any unit. A written scope of work and list of all sub-contractors to be used must be provided. All contractors and sub-contractors must be appropriately licensed and must provide insurance certificates for liability and workers' compensation insurance in amounts satisfactory to the Manager and with the The Terraces named as an additional insured on the liability policy.
- C.** No contractors, trades people, service providers or delivery personnel are permitted in the Terraces during the week of Thanksgiving or the week prior to or immediately following Christmas Day. Exceptions may be made by the Manager for emergency repairs and related deliveries.
- D.** For all service providers and deliveries requiring the use of wheeled devices, such as dollies and carts, the front desk attendant must be notified by the unit owner or

representative at least one business day in advance to allow the Terraces' staff to place runners on the carpeting and coordinate the availability of the service elevator.

- E. Service providers and contractors should park in the north lot and use the service entrance on the north side of the building.
- F. The Manager will determine the location of any dumpsters to be used in the course of construction.
- G. All contractors, service personnel and delivery personnel must sign in at the front desk upon arrival and sign out on departure. They are to use only the service elevator in the course of their work.
- H. Unit owners must inform all service providers that they are required to follow the "workers rules" posted at the first floor service elevator and available at the front desk.
- I. Contractors and service personnel are allowed in the building from 8:00am to 5:00pm Monday through Friday only. No interior jack hammering or drilling before 9:30am. The Manager must be informed of the intent to jack hammer one day prior to such activity.

18.2 **Floor Underlayment.** Underlayment satisfactory to the Manager is required for sound proofing prior to installation of tile, marble or wood flooring.

18.3 **Solar Window Film.** Solar window film is required on all windows and must meet specifications of the Association.

18.4 **Hurricane Shutters.** Specifications for hurricane shutters are available in the Managers Office.

SECTION 19. SMOKING REGULATIONS

19.1 **Prohibition.** Smoking is prohibited in all common indoor areas, including hallways, lobbies, exercise facility, library, elevators and social room consistent with the Florida Clean Indoor Air Act. By Board rule, smoking is not permitted in guest suites, the swimming pool deck and the third floor deck.

SECTION 20. ENFORCEMENT OF RULES.

20.1 **Enforcement of Rules.** The Board of Directors has delegated to the Manager the responsibility for the enforcement of these Rules. If remedial action is necessary, the matter shall be referred to the Board. The Board will proceed in accordance with Section 19 of the Declaration of Condominium, Section 8 of the Amended and Restated Bylaws, and the Florida Condominium Act in satisfying its obligation to enforce the Rules. Fines and assessment of attorneys' fees may be levied in accordance with Section 8.1 of the Bylaws and Section 19.4 of the Declaration.