# Rules, Regulations and Handbook
## The Claridge Condominium

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1. **ALTERATIONS**

For restrictions on the alteration of Units, please refer to Article 11.5 of the Declaration of Condominium, as amended. Permitted remodeling work within the Unit must be done between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday only. Alterations are limited to the period of May 1st to October 31st.

2. **ANTENNAS AND AERIALS**

No antenna, aerial or satellite dish shall be placed upon or affixed to any exterior of a Unit and no antenna, aerial or satellite dish placed or affixed within a Unit shall extend or protrude beyond the exteriors of the Unit or the planes of such exteriors. No radio or television installation or other electronic equipment may be permitted in any Unit which interferes with the television or radio reception of another Unit. Antennas or a dish may be placed behind the screens on a lanai.

3. **APARTMENT CLOSE-UP**

When closing the apartment for the summer and any long-term absence, listed below are actions to be taken:

**Required**
A. Turn off the main water valve coming into the Unit using the Water Detection System. Simply press the Close button on the Control Box.
B. The Manager must have keys to any car left in the garage, in the absence of the Unit Owner, in case of an emergency.
C. The Owner/Tenant shall be in compliance with Rule 32- Hurricane Preparation.

**Recommended**
A. Bring in all patio furniture, plants, etc.
B. Turn off the circuit breaker for the hot water heater.
C. Set refrigerator to a warmer setting. If leaving spices, pasta products, etc. in the cupboards, it is a good idea to refrigerate them. Also, shut the icemaker off and empty the ice in the bin.
D. Pour a small amount of bleach (1/2 cup) in the toilets and seal the bowl with plastic wrap. The bowl will remain clean and the water will not evaporate. Pour a small amount of vegetable oil in the bottom of the garbage disposal and a small amount of vegetable oil in all drains to prevent water in the drains from evaporating and creating a sewer odor.
E. Close all window coverings to keep the air conditioning from running more than necessary.

G. Set the air conditioner between 74-78 degrees. Using a Humidistat, a humidity range of 50-60% is recommended.

H. Leave the dishwasher door ajar for air movement. A small amount of vegetable oil may be placed in the bottom well.

I. Open cabinets, dressers, etc. to allow air movement.

J. It is recommended that someone check the Unit regularly to ensure the air conditioner and refrigerator are running properly, and to detect any possible water damage.

4. AUTOMOBILES/PARKING/USE OF DRIVEWAYS/GARAGE

A. AUTOMOBILES

1. Keys to automobiles left on Claridge property in the absence of the Unit Owner must be left with the Manager.

2. Fire Regulations prohibit automobiles to remain unattended on the main entrance ramp overnight.

3. The charging of electric vehicles in the garage shall be in conformance with rules and regulations established from time to time by the Board of Directors.

B. PARKING

1. Unauthorized parking includes vehicles parked so as to impede ingress or egress from other parking spaces, drives, roads, or the Condominium building entryways. Unauthorized parking shall be grounds for removal of the vehicles by the Association at the expense of the vehicle owner.

2. All vehicle operators shall obey parking regulations posted in the parking areas and drives. All vehicles shall be parked within the painted lines and pulled in as far as possible without striking the wall or a building column. Vehicles may not be parked rear first. Nothing is permitted on the garage floor except cars and bicycles.

3. As a security measure, all automobile doors should be locked. The Association is not responsible for any injury to or loss from cars parked on Condominium property. Convertibles parked in the garage should have the top secured and closed to protect the interior in the event of leakage from or break of any pipe carrying water, any other leakage into the garage area or other damage.

4. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on Condominium Property.

5. The first car of an Owner or tenant should be parked in the garage-assigned numbered parking space; a second car should be parked in the outside guest
parking on the South side of garage, unless a second numbered parking space has been assigned.

6. Boats, trailers, motor homes, RVs, motorcycles, mopeds, service vehicles and the like cannot be parked on Claridge property longer than four (4) hours. Service vehicles must park only in guest parking lot south of garage. Service vehicles may not park on main entrance ramp of The Claridge.

7. Renting, leasing or sale of parking spaces in Claridge garage except to other Unit Owners is prohibited.

8. Time limits in loading zones should be observed.

C. **USE OF DRIVEWAYS**
   1. Speed limit on all driveways and in garage is five (5) miles per hour.
   2. Driveway in garage is not to be used as a thoroughfare, skating rink, bicycle path or playground.
   3. One-way arrows must be observed for entering and exiting garage. (Entrance is for entering only/Exit is for exiting only.)

5. **BALCONIES, TERRACES AND LANAIS**

A. Nothing must be placed on the balcony railings such as towels, etc.
B. Feeding of birds from balcony or limited common areas is prohibited.
C. Nothing is to be thrown from the balconies.
D. The use of any hibachi, grill or other similar device whether charcoal, gas or electric on Unit balconies, terraces, or lanais and limited common areas or within 10 feet of any covering is prohibited.
E. Loud talking, loud music, noisy activity and shouting from balconies, lanais or terraces is prohibited.
F. Flooding or "hose" washing of balconies or screened terraces and lanais is prohibited.
G. When leaving for extended periods, store all items from balconies and screened terraces inside Unit.
H. Area rugs are not to be shaken from balconies.

6. **BARBECUING AND GRILLING**

A. Barbecuing or grilling shall be permitted only at the grilling units located on the pool level or west ground level picnic area.
B. Operating instructions for use of the barbecues, located in picnic area and on the pool deck, are on the barbecue/grilling units.
C. Notify Manager when propane gas is low.
D. Person using barbecue is responsible for cleaning it after use.

7. **BICYCLES**

   A. Bicycles must be placed in bicycle racks or personal storage lockers located in garage.
   B. Bicycles cannot be placed in elevator lobbies.
   C. Bicycles are not to be taken on elevators other than for storage in the owners unit when the owner is not in residence. Only elevators #2 and #4 are to be used when others are not present on the elevator, to take a bicycle to your unit.
   D. All bicycles must be tagged with ID’s provided by the Manager’s Office.
   E. Any bicycle, including rentals, found without a tag issued by the Manager’s Office shall be removed at the owner’s expense and neither the Claridge Condominium Association, Board of Directors, Owners nor Management shall have any responsibility or liability for loss or damage of the bicycle or equipment.
   F. Tools and equipment for a bicycle are not to be left on the ground at or near any bicycle racks.

8. **BUILDING SURVEILLANCE AND ACCESS CONTROL**

   Each Owner/Tenant and their guest(s) and invitee(s) is solely responsible for their own safety. The Condominium Association, Board of Directors, Owners, and Management neither insures nor guarantees the safety of residents and guests and shall not be liable for any loss, damage or injury, by acting or failing to act to provide protections. Every resident and guest at the Claridge has the responsibility to cooperate in assuring that the building provides a safe environment for all those in residence. To do so:

   A. Do not admit anyone other than known residents or personal guests known to you to the building.
   B. Deliveries, trades, real estate agents and other service personnel are only permitted Monday through Friday when the office is open (8:00 a.m. to 4:00 p.m.) and must register at the office to gain entry to the building. When necessary and/or urgent the Owner shall advise the Manager of the need for and authorization of the Owner to permit entry at other times.
   C. On weekends, holidays and other times when the office is closed, delivery people
for any purpose should be met at the front door outer lobby and must not be given permission to enter the building unless accompanied by the Owner, Owner’s Guest or Tenant.

D. Common Element entry doors are equipped with locks and must never be blocked in an open position unless a responsible resident or Claridge personnel remains continuously present at the open entrance.

E. Trades people will not be allowed to enter unoccupied units unless prior authorization is provided by the resident to the Manager.

F. Trades people and others may obtain entry fobs or cards from Management. No keyless entry fob or card is to be loaned, given to or transferred to anyone. Guest entry cards may be obtained upon request from the Manager’s office.

G. Non-resident guests may obtain entry by using the phone in the outer lobby.

H. All entry fobs or cards must be returned to the office when a unit is sold or leased.

I. When activating the garage entry gate from a vehicle, be in sight of the gate to assure non-authorized people are not attempting to enter.

J. Only vehicles registered to and owned by or rented by residents/tenants may enter the garage unless an emergency or service vehicle is required to assist an Owner/Tenant and the Owner/Owner Representative/Tenant or Management is present.

K. Garage loading zone time limits must be respected and complied with.

L. Any suspicious person or activity should be immediately reported by calling as follows:
   1. If a crime is in progress call 911
   2. The Manager- 239.594.5030
      After hours or office closed- 239.594.5030
   3. Sheriff’s office- 239.776.4434

9. BULLETIN BOARD

A. The bulletin Board in the Mail Room is for the use of Claridge Unit Owners only. The Owner's name should be noted on each notice. Advertising or notices of sales should be put on a 3 x 5 card and given to the Manager for approval and posting. There is a two-week limit on all notices and the maximum size of any notice is limited to 8-1/2" X 11". All notices shall include a posting date and ending date.

B. Notices outside of elevators may only be posted by the Management or designee. No notice may be posted inside any elevator except by Management.
10. **CABANAS**

A. Renting or sale of cabanas is prohibited except to other Claridge Unit Owners.
B. Fire Regulations prohibit sleeping in cabanas overnight.
C. No one may operate any business from cabanas.
D. Windows and doors shall be covered with white blinds or drapes and closed when not in use to maintain a uniform appearance from the exterior.

11. **CAR WASH**

Automobiles may only be washed in the designated car wash stall in garage.

12. **CHILDREN**

Individuals under 12 years of age must be supervised by a responsible adult in the pool and pool area, exercise room, elevators, stairwells, balconies, driveways and the garage.

13. **COMMON AREAS**

A. Common elements shall not be obstructed, littered, defaced, or misused in any manner.
B. If work is done in the Owner's Unit, contractor's workers should be advised to keep all common areas, including elevators, clean. If common areas need to be cleaned or repaired after workers leave, the Unit Owner responsible will be charged for the clean-up.
C. If an Owner is having major alterations done to his or her Unit, it may be necessary for The Claridge to have a "common area" clean-up deposit before the work begins.
D. Any complaints regarding the actions of other Owners or lessees shall be made directly to the Manager, or if appropriate, to the Board.
E. Individuals shall not engage in sports or other recreational activities on or about the Common Areas of the Condominium including, but not limited to, the public walkways, parking areas, stairways or lobby areas.
F. The use of skateboards and roller blades are not permitted on the premises.
14. **DELINQUENCY**

   A. Quarterly maintenance charges or other assessments are in default if not paid to the Association on or before the tenth (10th) day after the due date thereof.

   B. When in default the delinquent assessment or installment thereof shall bear interest at the maximum rate permissible by law, from the date due until paid. In addition, an administration late fee of fifty dollars ($50.00) shall be imposed on any charges that are in default.

   C. Any assessment or account in default more than forty-five (45) days shall be turned over to the Association's attorney for collection, in which case the Unit Owner will also be responsible for all costs of collection, including attorney fees. The Association shall place a lien on any such Unit to secure payment of the costs.

15. **DELIVERIES**

   A. Owners shall be responsible for, and shall bear any expense of, damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

   B. All deliveries shall be attended by the resident. Special situations shall be cleared with Management. UPS, overnight mail, Federal Express mail, etc. may be delivered to upper-level entrance. Other larger or sizeable deliveries should be delivered to garage-level entry.

   C. Delivery people are to be met at the entry-door level regarding carry-outs, pizzas, flowers, etc. when Manager's Office is closed and on weekends.

16. **DESTRUCTION OF PROPERTY**

   There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Members shall be held responsible for, and shall bear any expense of, such damage caused by such member, his family, guests, lessees and/or invitees.

17. **DRESS CODE**
Proper dress and footwear are required in the building and elevators at all times. Cover-ups over bathing suits and footwear must be worn at all times when using elevators and hallways in the building and to and from pool area.

18. **ELEVATORS**

   A. Tradesmen, deliverymen, movers, etc. must be instructed that the No. 2 elevator in the A-B tower and No. 4 elevator in the C-D tower are to be used for their purpose. Advise the Manager when protective pads should only be hung on elevator walls and protective covering laid on floor.

   B. If moving, notify the Manager in advance for a reservation so proper usage of the elevator and common areas can be maintained.

   C. Children are not allowed to play in or around the elevators. Children should be instructed in the proper use of the elevators.

   D. If caught in an elevator do not attempt to forcibly open doors:

      All elevators are equipped with a communication device. Open the box labeled Emergency Telephone, push the button and follow the posted instructions. When the operator answers give as much information as you possibly can such as the building address, the North or South tower, elevator number, and the floor where the elevator stopped, etc.

19. **ELEVATOR LOBBIES**

   A. No floor elevator lobby, hallway, corridor, unit access location, doorway or stairway shall be blocked, nor any object placed on the floor in any such area of the building.

   B. In each floor elevator lobby only one or two mirror(s), painting(s), drawing(s), or other artwork shall be placed on the wall and only placed between the two wall lighting sconces but in no other location and no higher than the top of the lighting sconces.

   C. No personal pictures such as family, pet, hobby or other similar item shall be hung anywhere in a floor elevator lobby.

   D. Providing any such wall hanging is in compliance with this Rule, the Owners/Tenants on each floor shall be responsible for any disagreement regarding such wall hanging or any object placed on the lobby shelf.

   E. Items not in compliance with this rule may be removed by the Claridge Condominium and any damage assessed to the Unit Owner.

20. **EMERGENCY NUMBERS**
21. **ENFORCEMENT**

Enforcement of the Association Documents, including these Rules and Regulations, shall be in accordance with Article 19 of the Declaration of Condominium, as amended, and Articles 7 & 8 of the Bylaws.

22. **ENTRANCE INTO UNITS BY ASSOCIATION**

The Association may enter any Unit during the times and for the reasons set forth in the Declaration of Condominium, as amended. Except in the case of an emergency, the Association will arrange with an Owner or lessee the time for entry into his or her Unit. The Association shall maintain a key to each Unit in The Claridge.

23. **EXERCISE ROOM**

A. Hours for the exercise room are from 6:00 A.M. to 9:00 P.M.
B. Individuals under the age of 12 must be accompanied by an adult.
C. Use of the Exercise Room and all equipment is at your own risk of injury and is the sole responsibility of the individual/adult supervisor. The Claridge Condominium Association, Board of Directors, Owners and Management are not liable for any injury of any kind including death which may result from or during use of the Exercise Room and the equipment therein.

24. **EXTERIOR APPEARANCE**

The color of all window or door coverings in each Unit and each Cabana, visible from the exterior of any Unit or Cabana, including but not limited to curtains, drapes, shades, blinds, shutters or any other type of window or door covering shall only be white or a reasonable shade thereof. No canopy or awning is permitted to be installed. The color for hurricane shutters shall be as stated in “Hurricane Shutter Approval-Claridge” and shall be white in color.

25. **FIRE SAFETY AND FIRE ALARM SYSTEMS**
A. Unit Owners, lessees of Units, and their respective family members and guests shall not use the fire doors in their Unit for ingress and egress, except in emergency situations.

B. Individual Unit smoke detectors are local alarms only and are not tied into the system.

C. You must activate a pull station to alert the building and the Fire Department to a fire if the alarm has not activated automatically. The common area smoke and heat detectors are tied into the system. Each elevator lobby has a smoke detector and fire extinguisher. Pull stations are located in the west stairwells for those residents in A, C, and D Units having a direct exit into those stairwells. B Unit residents must enter the west stairwell to access those pull stations.

If smoke or some other problem causes you to choose an alternate exit, pull stations are located in the hallways leading to the east stairwells.

Two exceptions exist for stairwell pull stations:

- Unit 1E - West stairs pull station is at the top of the stairs leading to the parking garage; east stairs pull station is at the outside exit door of the stairwell.
- Unit 1F - West stairs pull station is at the entrance to the stairwell; east stairs pull station is at the outside exit door of the stairwell.

When an alarm is activated manually or automatically, our 24-hour monitoring service will call the fire department.

D. Individual Units and the common area are protected by a sprinkler system. The wooden doors separating the elevator lobbies from the main lobby will automatically close when the building alarm is activated.

E. Fire Safety Plan - All building occupants should plan ahead to know what to do in case of fire. Familiarize yourself with the locations of pull stations and fire extinguishers. Remember to close the door to your Unit when you evacuate the building.

F. Know Your Exits - Units 1E and 1F on the lobby floor have a choice of several exits. B Units have two exits in the elevator lobby to access the east or west stairwells. A, C and D Units have a direct exit to the west stairwells and lobby access to the east stairwells.

G. In Case of Fire - Exit the building using the stairs. If there is strong smoke evident, use an alternate stairwell. DO NOT USE THE ELEVATORS!!

26. **FIRST AID EQUIPMENT**

Some First Aid equipment is located on the first floor in the closet marked "First Aid" which is adjacent to the Social Room near the main entrance. Such equipment includes:
A. Automated External Defibrillator (AED)
B. Portable Oxygen Emergency Unit
C. Adult Cardiopulmonary Resuscitation Assist (CPR) Unit

Use the Equipment in accordance with the instructions on the unit.

27. **FLOOR COVERINGS**

A. Each Unit Owner who shall elect to install in any portion of his Unit hard surface floor covering (i.e., tile, marble, wood) shall be first required to install an approved sound underlayment material and perimeter sound isolation material, in accordance with the Association specifications. These specifications are on file in the Manager's office and are referred to as the Contractor Packet.

B. Unit Owners should avail themselves of a copy of the specification in the Contractor Packet which they should review with their contractor. The final specifications provided by the contractor must be approved by the Board of Directors or its representative. Written approval for the proposed material is required prior to installation of hard surface flooring.

C. The Board reserves the right to have the installation inspected to assure compliance. If prior approval is not obtained, or if the Board is not allowed to inspect the installation, the Directors may, in addition to exercising all the other remedies provided for in the Association documents for breach of any of the provisions hereof, require such Unit Owner to cover all nonconforming work with carpeting underlain with carpet padding, or may require removal of such nonconforming work, at the expense of the offending Unit Owner.

D. Owners with hard surface floors must install rubber, felt or cloth glides on all chairs and moveable furniture. Each Unit Owner with tile floor must be considerate of his neighbor below, since noise transfers very readily through tile floors.

E. No high pressure or garden hose will be permitted to enter the building from any exterior opening for the purpose of cleaning carpets, flooring or screens. All cleaning shall be done by self-contained equipment within the Unit.

28. **FOUNDATION MEMBERSHIP**

Foundation Membership is mandatory for all Unit Owners; annual owner's Foundation fees are billed to the Owner and paid through the Association. These fees include the
cost of basic TV services. At the close of a sale of a Unit, membership in the Foundation is transferred to the new Unit Owner.

Seller's Membership cards must be returned to the Foundation prior to closing. If seller fails to do so before closing, a fee will be imposed by the Foundation on the seller for the cards. The fee is refundable upon surrender of the card(s) to the Foundation.

The Foundation imposes contract fees on the purchase of residences in Pelican Bay. If a current member is moving from one residence to another within Pelican Bay, an exemption from the resale assessment may apply. Check with the Foundation for such an exemption.

The Foundation is responsible for all Pelican Bay Recreational facilities and amenities. The Foundation Office is located in The Commons at 6251 Pelican Bay Blvd. The phone number is 597-8081.

29. **GROCERY/LUGGAGE CARTS**

A. Carts should be returned promptly to the proper storage area.
B. Trades people must not use Claridge grocery or luggage carts.
C. Carts are not to be taken outside the building as the tires pick up asphalt, grease and oil that will be tracked into the building.
D. Groceries and other items should be unloaded into grocery carts only at garage level. Do not take carts to lobby entrance.
E. Owners or guests are permitted to load or unload luggage onto luggage cart at lobby entrance.
F. Carts should not be left unattended in lobbies or elevators.

30. **GUESTS**

A. Overnight guests must register at the office upon arrival and check out upon departure.
B. All overnight guests who are not accompanied by a Unit Owner must be registered with the Manager's Office and authorized by written instructions from the Owner.
C. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such a way as to be injurious to the reputation of the property of The Claridge.
D. Owners must obtain from the Foundation Office guest passes if their guests want to use the Foundation facilities unaccompanied by the Unit Owner.
E. Foundation rules and fees for guest passes are subject to change. Call 239-597-8081 for information.

31. **GUEST SUITES**

A. Rates (plus applicable taxes) for Guest Suites will be established from time to time by the Board. Check with the Manager's Office for current rates. Check-in time is 3:00 P.M. and check-out time is 11:00 A.M. unless requested earlier by the office. A minimum of three (3) nights on the weekend is required.
B. Only Unit Owners of The Claridge can reserve the Guest Suites. Unit Owner must be in residence during their guests stay. The Unit Owner is responsible for payment in full, by their personal check, at the time of reservation.
C. Unit Owners are required to inform their guests that they must follow these Rules and Regulations.
D. Any guest not following the Rules and Regulations or causing any disturbance will be given a twelve (12) hour notice to vacate the premises. In that event, there will be no refund to the Owner.
E. The Unit Owner shall be financially responsible for any damage or missing items attributable to their guests. The Owner, accompanied by a representative from Management, is responsible for inspecting the suite before their guests arrive and immediately after they depart to ascertain any damage or missing items.
F. Reservations are on a "first-come/first-serve" basis, except that preference for reservations will be given to a Unit Owner who did not use the Guest Suite during the same holiday period the previous year. Holiday period includes New Year's Eve and Day, Easter Weekend, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve and Day, the eight days of Hanukkah and the week before and after a holiday. Reservations can be made no sooner than 180 days prior to the date desired. A Unit Owner making a reservation for the same holidays in a consecutive year will be wait-listed until 150 days prior to the first date of the requested reservation. In the event there are simultaneous requests that cannot be accommodated, a lottery will be held to determine who will reserve the Guest Suites.
G. Payment in full is due upon making reservations. Payment will be credited to Unit Owner's Guest room account if a cancellation is made seven (7) days or more prior to date requested. If cancellation occurs during the seven-day period prior to the reservation date, no credit will be issued. (Note: If reservation is made by a Unit Owner not in residence at that time, payment in full is extended three (3) days to allow for mailing.)
H. Reservations can only be made for up to seven (7) consecutive days and can be renewed on the 7th day if room is available. (Note: No reservation for the same guest is to exceed fourteen (14) consecutive days or more than thirty (30) days per year unless approved by the Board.)

I. If guests do not use all the reserved days because of emergencies, the remaining days will not be refundable. However, we will credit these days to be used toward their next reservation.

J. Guest Suites are limited to four (4) occupants. No pets allowed.

K. There will be no housekeeping duties on a daily basis. Guest Suites are cleaned before and after guests arrive and depart. It is the responsibility of the guests for daily upkeep of the Unit during their stay.

L. Management reserves the right to inspect guest quarters at a reasonable time.

M. In case of a storm or emergency, the Guest Suites will become a part of the residents "safe haven". Doors to the Guest Suites will be open to become part of the hallway.

N. For the convenience of the guests, a television, coffee maker, small refrigerator, washer and dryer, linens and telephones are located in the Guest Suites.

O. Telephones in the Guest Suites are for local service only.

32. **HURRICANE PREPARATION**

Each Unit Owner or lessee of a Unit who plans to be absent from the Condominium during hurricane season or following the issuance of a hurricane warning must prepare their Unit prior to departure for a hurricane by removing all furniture, potted plants, and other moveable objects from any terrace, balcony and lanai and place hurricane shutters in a down position. If a request is made by the Owner to management to remove furniture or other items, or if management is required to remove items upon Unit inspection prior to such an event, and if time permits, there will be a charge at an hourly rate as established by the Board (see Management for the rate schedule).

Each Unit Owner or lessee is requested to designate a responsible firm or individual to check the Unit during the Unit Owner's or lessee's absence.

A. A "Hurricane Watch" and/or "Hurricane Warning" is announced by the National Hurricane Center when a hurricane becomes a potential threat to coastal areas.

B. Residents should monitor the progress of the hurricane by watching cable-television channels 47 (Weather Channel) or 25 (NOAA Weather Channel) or by tuning to NOAA Weather Radio frequencies 162.475 MHz or 162.55 MHz. Announcements will provide information on evacuation, if necessary, and instructions for hurricane survival actions and supplies for those who elect not to evacuate.
33. **HURRICANE SHUTTER SPECIFICATIONS**

As required by Florida Statutes, Section 718-113, the Association has developed specific hurricane shutter specifications for The Claridge. These specifications are on file in the Manager's Office. Any Unit Owner contemplating the purchase and installation of hurricane shutters should avail themselves of a copy of these specifications which they should review with their shutter contractor. The final specifications provided by the contractor must be approved by The Claridge Board before installation can proceed.

34. **INFLAMMABLE ARTICLES**

Except to the extent necessary for normal household use, no Unit Owner or lessee of a Unit shall use or permit to be brought into the Unit any inflammable oil or fluid including but not limited to gasoline, kerosene, naphtha, benzene or other similar inflammable product. Nothing shall be placed in storage areas which could create a fire hazard.

35. **INSURANCE**

All Unit Owners must obtain insurance for their own unit and their personal property located in the unit or in a limited common element assigned to his unit in accordance with Article 15.1 of the Declaration of Condominium, as amended, and the Condominium Act, as the same may be amended from time to time. The Claridge is not responsible for unit content insurance. Check with your insurance provider.

36. **KEYS**

The Association maintains a key to each Unit, cabana and storage room in the Condominium. No member will change or alter existing locks or install additional locks without giving the Association notice and unless duplicate keys are provided to the Association. There is a charge if the Association is required to furnish a new key to a Unit Owner who has lost his or her key. All Owners and Renters have been provided a FOB for entry to the Claridge. For anyone who loses a FOB there is a replacement charge on a schedule established by the Board and on file in the Manager’s office.

37. **LEASING**

A. No Unit may be leased more often than one (1) time in any "lease" year, with the minimum lease term being ninety (90) days. The "lease" year is from October 1st through the following September 30th and the first day of occupancy shall
determine in which year the lease occurs. All rentals and leases must be approved by the Manager and Board of Directors. Please refer to Section 13 of the Declaration of Condominium, as amended.

B. Pelican Bay Foundation requires a Condominium Association approval of tenants. It is the responsibility of the Owner and/or realtor to pick up rental applications, rental cards and to surrender the Class A (Owner) cards in order to transfer membership privileges from Class A (Owner) to Class B (renter or lessee) from the Pelican Bay Foundation office. Owners as Class A members may not use Foundation privileges during the time the property is leased. Class A (Owners) members must surrender their identification cards during the tenancy.

C. Owners of leased units may not use the Claridge parking or recreational facilities during the lease period.

38. **MAIL**

When residents leave for an extended period of time, mail should be forwarded or accumulated at the Post Office. Otherwise the Post Office will likely return the mail to the sender. Arrangements may be made with the Manager's office to retain Owner's mail for brief periods pending his or her return.

39. **MANAGER**

A. The Office phone number is 239-594-5030. The after-hours number for Emergency only is also 239-594-5030.

B. For security and fire-hazard reasons residents should notify the Manager when arriving or leaving for an extended period of time.

40. **MOVING**

A. When moving, notify the Manager in advance for a reservation, so proper usage of the elevator and common areas can be maintained.

B. Moving of household furnishings is limited to the periods from Monday through Friday from 8 A.M. to 4:00 P.M.

C. Front entrance is not to be used for moving furniture or appliances in or out of a Unit or cabana.

41. **NOISE**
No unreasonable noise shall emanate from a unit such that it is a nuisance or unreasonably annoys, disturbs or interferes with another Owner’s ability and opportunity to use or enjoy their unit or the common areas. Noise shall include but not be limited to talking, singing, music playing, musical instrument, phonograph/record/tape/ CD/DVD, television, radio, record player, tape recorder, musical instrument, sound amplification or use of other electronic equipment. No Unit shall be used conduct, or permit to be conducted, vocal or instrumental instruction at any time.

42. **OBSTRUCTIONS**

There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entryways, stairways, patios, courts or vestibules, or other Common Elements or areas. No motorcycle, scooter, bicycle, wagon, carriage, shopping cart, chair, rug, mat, bench, table, toys or other articles of personal property shall be parked, placed or permitted to stand for any period of time on the Common Elements.

43. **ODORS AND COOKING**

To control odors while cooking or smoking in a Unit, please use the kitchen exhaust fan located in the hood above the range. Opening of doors will only force smoke and cooking odors into the elevator lobby and into your neighbor's Unit.

44. **OPEN HOUSE MARKETING**

The Claridge Condominium Association does not permit public open houses in Units for sale in the building. No open house sign will be permitted. No newspaper advertising for an open house is permitted.

A. All showings of Units for sale will be By Appointment Only.

B. When a Unit is first listed for sale, each listing broker will be permitted to have one open house showing for associates in their own company only to acquaint them with the features of the newly listed Unit.

C. Appointments for showing Units to interested clients may be made with the Unit Owner or with the Claridge Manager if the Owner has given his authorization.

D. Real estate sales personnel must wear appropriate nametag identification while on Claridge property and must accompany their clients at all times.

E. The building office is closed on Saturdays, Sundays and holidays. On these days prior arrangements for showing must be made with the owner.

45. **OWNERSHIP**

Last revised
December 17,2015
A. Unit may be owned by one person or by co-ownership. If co-owners are to be other than husband and wife, the Board shall condition its approval of not more than two persons as "primary occupants". See Section 14.1, Declaration of Condominium, as amended.

B. Ownership by corporations, partnerships or trusts, if approved, is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the unit may be used as transient accommodations for several individuals or families.

46. PELICAN BAY ORGANIZATIONS

There are three (3) Pelican Bay Entities
A. Pelican Bay Services Division (PBSD); 239-597-1749.
B. Pelican Bay Foundation; 239-597-8081.
C. Pelican Bay Property Owners Association (PBPOA); 239-566-9107.

Membership in the Foundation is mandatory for all Unit Owners.
Unit Owners may decide to join or not to join the Pelican Bay Property Owners’ Association. Meetings are held for all three (3) organizations in the Hammock Oak Community Center. Phone for specific dates and times.

47. PETS

Dogs, other than those allowed at the time the Declaration of Condominium was amended on June 30, 2004, are prohibited. Only domesticated cats and birds are allowed. Please refer to Article 12.6 of the Declaration of Condominium, as amended, for restrictions on pets.
A. Permitted pets are to be carried on elevators and in common areas of The Claridge. Pets are not permitted in guest suites.
B. Plastic bags should be used at all times for pet droppings. Walking of dogs in grass areas on Claridge property is prohibited.

48. POOL/SPA

A. The pool and spa shall be open at 8:00 A.M. No swimming or use of the spa is permitted at night by Collier County.
B. Swim at your own risk - no lifeguards are provided. No diving or jumping into the pool is permitted. In case of emergency, an AED Assist unit and a telephone box are located on the outside wall of the Social Room and identified by red lettering.
C. Shower before entering the pool or spa. All suntan lotions or oils must be removed before entering the pool or spa. Grease clogs the filters and scum collects on the sides.

D. No food allowed around the pool and spa area. Beverages in plastic, Styrofoam or aluminum containers are permitted in pool area. Eating and drinking are allowed at covered table area at rear of pool.

E. Individuals under twelve must be accompanied by an adult while using the pool or spa.

F. Persons with open sores, cuts, or communicable diseases cannot enter pool or spa.

G. No pets or other animals are allowed in the pool or spa area at any time, under any circumstances.

H. All persons are required to wear a robe or shirt when appearing in halls, elevators and lobbies. Footwear is also required.

I. No running or excessive noise in pool area. Radios, tape or CD players or similar devices are not permitted in the pool or spa area unless used with headphones. Such equipment being used in cabanas must be played softly.

J. No large floating or inflated objects, balls, or diving gear in pool or spa.

K. Pool chairs or chaise lounges cannot be reserved unless you are in the pool or spa area. No towels are to be used to reserve a lounge. When using lounges always cover them with a towel.

L. Incontinent or non-toilet trained individuals must use appropriate swim diapers or waterproof clothing in the pool and spa.

M. Please put deck furniture back to its original position and location.

N. Use of pool or spa shall be consistent with existing laws, the condominium rules and regulations, other reasonable restrictions, and shall not constitute a nuisance.

O. Use of cell phones at the pool/spa should be kept to a minimum and never used in speaker mode. Cell phone users should be sensitive to others using the pool and pool area.

P. Unreasonably loud noise at the pool and spa which may annoy others shall not occur.

Q. Maximum water temperature of the spa is set at 103 F.

R. Pregnant women, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa/pool without consulting a doctor.

S. Maximum use of the spa is recommended at fifteen (15) minutes.

49. **RECYCLING**
A. Recycling carts have been placed in the parking garage. All approved items may be placed in any of the carts. No hazardous products are to be placed in the carts. The approved items include:

   a. Newspapers, inserts and other paper and cardboard items.
   b. Loose and shredded paper must be bagged before being placed in the recycling carts.
   c. Plastic Containers – Rinse first
   d. Steel food cans - Rinse first.
   e. Aluminum beverage cans - Rinse first.
   f. Glass bottles and jars - Clear, green or brown. Only containers that held food or beverages - Rinse first. (leave lids & labels on.)

50. **REFUSE**

A. Most raw garbage can is disposed of in the kitchen sink garbage disposal when properly flushed with water.

B. All refuse, waste, etc. shall be deposited in double plastic bags tied securely before dropping into trash chutes. Use of trash chutes is prohibited between 10:00 P.M. and 8:00 A.M. All disposals shall be made in accordance with the Association's direction, which may be posted from time to time. No large boxes should be put down the chutes.

C. Large boxes should be broken down and disposed of in the recycling bins provided at the garage level.

D. Loose or shredded paper shall not be placed in the garbage chutes.

51. **RESPONSIBILITY**

A. Owners and lessees shall be held responsible for actions of themselves, their children, other family members and their guests, including the causing of any damage to Condominium property, whether caused by the moving of personal property, use of Common Elements or otherwise.

B. Owners and lessees have a duty to maintain the Unit in such a manner as to prevent damage to other Units and common areas. Failure to do so will subject the Owner of the offending Unit to liability for damages.

52. **SALES OF CONDOMINIUM UNITS**
A. All sales, except to another current Unit Owner, must be approved by the Association. Appropriate application forms may be obtained from the Manager's Office.

B. Each application is to be accompanied by a nonrefundable processing fee, as determined by the Board. Also, each application must be accompanied by three (3) Personal Reference Letters.

C. In addition to supplying the information in B, above, the seller will provide an executed "Contract for Sale" of the proposed contract to sell such Unit and such other information concerning the intended purchaser as the Board may in its sole and absolute discretion require.

D. The closing agency/agencies must furnish an estoppel questionnaire to the Claridge office.

E. Sales applications must be received by the Manager at least twenty (20) days in advance of closing for processing.

F. Florida Law requires the seller to provide the buyer with Condominium documents. Condominium documents will be provided to Unit Owners at a cost as determined by the Board which will include the latest Certificate of Amendment, Bylaws and the Declaration of Condominium. In addition a current copy of the Rules, Regulations and Handbook, a Question and Answer sheet, Application for Occupancy/Approval, Application for Purchase, approved Budget and Audited Financial statements, if requested by Owner(s).

53. **SERVICE TELEPHONE NUMBERS**

Managers’ Office 239-594-5030
Manager, Emergency only evenings and weekends 239-594-5030
Florida Power and Light 239-262-1322
Comcast Cable 239-793-3577
Summit Broadband 239-529-1500
Century Link - Telephone
  Repair 611
  Order or billing 1-800-339-1811

54. **SIGNS**

No sign, nameplate, signal, descriptive design, lettering, advertisement or illumination shall be inscribed or exposed on or at any window, door, terrace or balcony without the express prior written consent of the Board.

55. **SMOKING**

Last revised
December 17,2015
No smoking is allowed on the Claridge Common or Limited Common Elements elevators, pool deck, social room, Guest Suites, garage and outside areas) with the exception of unit terraces and cabanas.

56. **SOCIAL ROOM, CARD ROOM & LIBRARY**

A. Owners and lessees in residence may reserve the Social Room or Card Room for private, noncommercial functions, subject to acknowledgment by the Manager's Office. The Social Room or Card Room may not be reserved for or by any outside organizations, private clubs, fraternal, religious, commercial or civic organizations. Owners and lessees must be present when usage occurs.

B. The Card Room may be reserved for card games, social affairs and small community meetings with a maximum of twenty-four (24) people in compliance with Fire Laws.

C. The library should not be used as a meeting room without prior approval from the Manager’s Office nor when being used by Owners/Tenants for library purposes.

D. A deposit for the Social Room, as determined by the Board, shall be made at the time of the reservation - this deposit will be returned to the Unit Owner after the inspection has been made.

E. No reservation will be accepted for the Social Room on certain Holidays such as New Year's Day, Easter weekend, Thanksgiving, Christmas Eve and Day, eight days of Hanukkah, and New Year's Eve. The use of the Card Room is not affected by this Holiday ruling. Owners and their guests will have access to the Social Room on Holidays as an extension to their Unit for visiting, watching TV/ Sports, playing cards, etc.

F. Reservations may be taken up to ninety days (90) in advance. A reservation can be made by filling out a form (available in office). After reservation has been acknowledged by the Manager's office, the Manager's office must post the original copy of the form on the bulletin board in the Mail Room.

G. Reservations for the Social Room or Card Room include only the use of the basic facilities. No additional services will be provided except for chairs if requested in advance. The Card Room must be restored to its normal setting by the Unit Owner. The Social Room furniture shall not be rearranged at any time.

H. The Manager will do a walk-through inspection before and after each function. If any damage is incurred as a result of the Unit Owner's function, the Manager will deduct the cost of repairs or replacement of those items from the Unit Owner's deposit.
I. Social Room may be occupied until 12:00 midnight, with a noise consideration in effect at 10:00 P.M. Extension of hours must be preapproved by the Manager. No more than eighty (80) people are allowed in the Social Room in compliance with Fire Laws.

J. Clean-up must be done immediately by Unit Owner after the function. This would include vacuuming, emptying all trash receptacles, refrigerator, oven, wipe-down of all counter tops, tables, etc. Please leave the Social Room in the same condition as found. Otherwise, a cleaning fee will be deducted from the Unit Owner's deposit.

K. Should damage-repair and clean-up costs exceed the security deposit, the Owner or lessee who reserved the room shall be responsible for such additional costs.

L. A catering service is to unload and load in the garage at the C-D Elevator and go directly to the kitchen via the north guest suite hallway.

M. Clean-up people should use kitchen-size trash bags so they can be deposited down the lobby level trash chute.

N. Fire Regulations do not permit cooking in public rooms of condominiums. The oven and microwave in the Social Room are to be used for heating or warming of foods only.

57. SOLICITATIONS

No solicitations are allowed in the building including government licensed entities. No flyers or letters are to be distributed to Unit Owners unless approved by the Board.

58. SUPERVISION OF ASSOCIATION EMPLOYEES

No Owner or lessee shall supervise, direct or attempt to assert any control over any of the employees of the Association or of any management company employed by the Association and no Owner or lessee shall request that any such employee undertake any private business for an Owner during business hours. The Manager is responsible for the assignment and supervision of all employees. Unit Owners may direct written suggestions to the Manager.

59. USE OF THE COMMON PROPERTY

The Common Elements are for the exclusive use of the Unit Owners and tenants and their immediate families, resident house guests and guests accompanied by a Unit Owner or lessee, in accordance with the terms and conditions of the Declaration and these Rules, Regulations and Handbook. No other person shall be permitted to use the Common Elements of the Condominium unless accompanied by a Unit Owner or a member of his immediate family or lessee of a Unit, without the prior written consent of the Association.
60. **WINDOWS AND GLASS DOORS**

Section 11.3 of the Declaration of Condominium as amended, requires that "the installation of laminated material/film on windows and exterior doors shall be subject to specifications adopted by the Board of Directors and subject to Board approval as required under Section 11.5 therein.

THESE RULES AND REGULATIONS DO NOT PURPORT TO CONSTITUTE ALL OF THE RESTRICTIONS AFFECTING THE CONDOMINIUM PROPERTY. REFERENCE SHOULD BE MADE TO THE CONDOMINIUM DOCUMENTS AND THE GENERAL PROTECTIVE CONVENANTS FOR PELICAN BAY.

THE BOARD RESERVES THE RIGHT TO CHANGE OR REVOKE EXISTING RULES AND REGULATIONS AND TO MAKE SUCH ADDITIONAL RULES AND REGULATIONS FROM TIME TO TIME AS, IN THEIR OPINION, SHALL BE NECESSARY OR DESIRABLE FOR THE SAFETY AND PROTECTION OF THE BUILDING AND THEIR OCCUPANTS, TO PROMOTE CLEANLINESS AND GOOD ORDER TO THE PROPERTY, AND TO ASSURE THE COMFORT AND CONVENIENCE OF MEMBERS. ADDITIONAL COPIES OF THE RULES AND REGULATIONS CAN BE OBTAINED FROM THE MANAGER'S OFFICE.