Effective Originally on 2/10/2017

Revised 11/5/2020

THE PRESERVE AT THE SHORES CONDOMINIM RULES AND REGULATIONS

The following rules and regulation apply to the Preserve Condominium Association. Reference to "Association" shall mean "The Preserve Condo Association." A violation may result in fines, suspension of facility privileges, denial of leases, renewals or new owner application approval. When rules are covered in both the Masters and Preserve Association Documents, those with the most restrictions/limitations apply. All the Preserve, the applicable Master Association Documents and Florida Statutes must be adhered to.

All new Purchase Applications, Lease Applications and Lease Renewals must be received by the Association at least 15 days prior to the date of closing for a new purchase or the beginning date of a lease/renewal.

I. PETS

1. Maximum of (2) pets, domesticated dog and/or cat, are permitted per unit.
2. Restrictions: Maximum 30 lbs. in weight and/or Maximum 15 inches in height (registered pets under the old rules prior to 2/10/17 are grandfathered in).
3. Dogs and cats must be leashed at all times outside a unit and are not permitted to run freely outside.
4. Any person(s) walking a pet must clean up the animal waste and deposit it in their own trash receptacle.
5. No resident is permitted to maintain in his or her unit a Pit Bull, or a dog of any size/weight/breed of violent temperament as determined by Animal Control and the Association.
6. All unit owners must register their pet(s) by completing the pet registration form and provide a Veterinarian Certificate. After the initial form is completed, updated vaccination records must be available to the Association upon request.
7. Prohibited in or outside a unit: reptiles, rodents, poultry, amphibians, swine and livestock

II. LEASING

These rules apply to lessees paying rent and also to occupants/visitors not paying rent but occupying a unit 30 days or more including family and friends that are not listed as occupants on the initial purchase application.

1. No Pets Allowed. No new lease application will be approved with pets after 2/10/17.
2. A unit may not be leased for 2 full years from the closing purchase date.
3. Units may be leased three (3) times per year maximum with a minimum of 30 days per lease.
4. All lessees must complete an application (available through the property management company).
5. All applications must be submitted to the real estate division of the management co. and approved by the Association.
6. All lease applications are valid for up to six (6) month maximum and must be renewed every 6 months.
7. Lessors are responsible for the actions of their lessees pertaining to matters of the Association.
8. A Unit Owner may lease only the entire Unit. No Sub-Leasing or Time-Sharing of a Unit is allowed.
9. The Association will approve or disapprove an application within fifteen (15) business days after submission of a complete and accurate application.
10. The policy for issuing vehicle entry and/or bar codes (Shores Office) is determined by the Preserve Board of Directors.
11. A lease will be converted to a new lease if the landlord fails to renew the lease prior to its expiration.
12. Maintenance complaints, problems, concerns, nuisances and questions from a lessee must be directed to the unit owner; not directly to the property manager or property management company.

III. TRASH and RECYCLE

1. Trash/Recycle containers may not be put out prior to 6 p.m. the day of pick-up. No trash/recycle containers may remain outside overnight after pickup.
2. Storage of trash/recycle containers is only allowed in each unit owner's garage. Storage of trash/recycle containers outside the unit is prohibited.
3. Garbage/recycle bulk items/ appliances/furniture etc. may not remain outside. The unit owner must arrange pick up with the waste management company and put out the items in the time frame as stated in #1.

IV. GARAGE

1. No garage door shall be permitted to remain open except for when in use/temporary purposes.
2. No garage shall be used as a living area.
3. No garage shall be altered so as to prevent the parking of a vehicle

V. VEHICLES/PARKING

1. The number of owner vehicles is limited to the number of parking spaces of the unit. Parking spaces are defined as the garage and the number of pull in spaces the driveway accommodates.
2. Motorcycles, mopeds, motor scooters and the like are prohibited without the dated and recorded consent of the Association. Add on devices that enhance sound or increase noise are prohibited
3. Mufflers are required on all vehicles.
4. An overnight guest parking pass may be obtained at the clubhouse at the Shores office. Guest overnight parking is only allowed at the clubhouse parking lot.

VI. PROHIBITED PARKING/VEHICLES Violations are Subjected to Being Towed at the Owner's Expense.

1. No vehicle parking overnight on the street Sunday-Thursday: 11PM - SAM; Fri & Sat: 12 Midnight - 6 AM.
2. No parking on any portion of the grass, landscaping, sidewalks, preserves or protruding into the street.
3. No parallel parking across the driveway threshold.
4. No outside overnight parking of boats, trailers, campers, ramps, golf carts, mud tracks, ATV's, RV's.
5. No outside overnight of commercial or utility vehicles. See the Shores Additional Rule Restrictions.
6. No abandoned vehicles, inoperable (i.e. flat tires, etc.), vehicles with expired tags/plates. See XVI and XIX.
7. No parking on another unit's driveway without written and dated consent of the unit owner; the consent must be available upon request.
8. No commercial sign (temporary or permanent) may remain on a vehicle parked outside overnight.
9. No items (persona! or business), vehicle structures, or equipment are allowed overnight to be attached to or protruding from a vehicle.

VII. HURRICANE SHUTTERS

1. All hurricane shutters must be approved by the Association.
2. Roll downs, accordions. Armor Screen and metal panels, white in color or clear can be used when unit is vacant, for pending storms or during the hurricane season.
3. Plywood, unpainted metal and other material are permitted during a named storm targeted for our region only and must be removed 72 hours after the storm's passing

VIII. SIGNS

1. No sign, symbols or advertisement inscribed or exposed on any window or exterior of a unit.
2. No "For Rent/For Sale/For Free", political, etc. signs on vehicles, items, inside windows or outside a unit.
3. Two types of signs are permitted to be displayed. (1) alarm system signs (2) the Association's "For Sale" sign is the only sign to be used when a unit is put on the market. The signs may only be placed in a landscape bed; not in the grass common areas; not near the landscape area surrounding the mail boxes (except holiday decorations see XIV).

IX. CLOTHESLINE No clothesline or other similar device shall be permitted outside a unit.

X. HOSES

1. All hoses must be contained either on a reel attached to the wall or a hose reel device.
2. A hose may be tightly rolled up and placed on the ground adjacent to the building only if the hose is not visible from the street. The Association is not responsible for damage to hoses left on the grass or in shrubs.
3. No hose is allowed to be hung on the water shut off handles, hose bibs/faucet or placed in open containers.

XI. GRILLS

1. Usage of gas, electric, smokers, hibachi, charcoal grills or any devices used for cooking are prohibited on the lanai.
2. Propane tanks are limited to 1-pound tanks.
3. Grilling (using a small gas, charcoal, smokers or electrical grills) must take place a minimum of 10 feet from the building. For complete regulations, see the Collier County Fire Codes.
4. No temporary or permanent fire pits or open fires are permitted.

XII. WATER VALVE The water main to the owner's unit must be shut off when the unit is vacant for 48 hours.

XIII. LANDSCAPING

1. A unit owner may not make alterations to the landscaping or plant anything on the front or side of the unit without the Association's approval (ACC form). Refer to #8 below for landscaping in the rear/back of the unit.
2. Any plants, shrub, trees, landscaping modifications (past or present) not authorized in writing and/or not completed by the Association are subject to being maintained/removed/replaced at the current unit owner's expense.
3. Fruit and vegetable plants/shrubs/trees are not allowed to be planted in the ground outside of the unit.
4. No edging material is allowed to be added in the outside of the front or side of a unit.
5. No planting of any kind, lawn decorations/signs, edging, etc. are allowed around the mail box.
6. A unit owner may add mulch to existing mulched areas in the front or side only if the same mulch color and type placed by the Association is used.
7. No rocks, decorative or landscaping stones are allowed to be added by the unit owner in the front or side of a unit.
8. Landscape beds in the back/rear of the unit: up to approximately 3 ft where the building/screened lanai ends and common grass area begins are the responsibility of the unit owner at his/her own expense to maintain, plant/ remove/replace shrubs, trees and landscaping material. No invasive plants are allowed. Use of colored mulch, landscaping stones and edging are allowed. Prior to planting shrubs in this area or making landscaping modifications, the unit owner must obtain the Association's approval (ACC Form). Annuals/perennials planted in this designated area of #8 do not require prior approval. The unit owner is responsible for damages and/or injury resulting from the unit owner's usage, placement of items and plantings in the location stated in US. Any landscaping material, plantings, decoration etc. that interfere with the activity of the landscapers, the irrigation, or any contractor or utility services is prohibited. The Association may require any item or planting(s) to be removed (XIX Nuisances).

XIV. EXTERIOR DECORATIONS

1. Seasonal decorations: May be displayed from the weekend before Thanksgiving through January 10th.
2. Other Holiday decorations may be put up two weeks pre-holiday; removed within one-week post-holiday.
3. No more than 3 small outdoor objects including plants, planters, ceramics, may be displayed that are visible from the street in the front of each unit by either the front door or garage coach light. An additional 3 small outdoor objects may be placed on the side of an end unit next to the building. Removal of an item is at the discretion of the Association (XIX Nuisances). Limiting the tot al number of decorations in the landscape beds in the rear of the building/lanai as described in section XXIII #8 is under the discretion of the Association (XIX Nuisances).
4. No decorative signs or flags of any height or size are allowed outside the front or side of a unit.
5. No item (excludes seasonal), sports equipment, furniture etc. may a) interfere with the trimming, cutting of bushes, tree maintenance, grass cutting and any landscaping activity, contractor or utility work, b) materially affect the uniform appearance of the units; c) be a nuisance in the community. No item(s) may interfere with utilities. The unit owner is responsible for the cost of removal, repair, damage, injury and remedies resulting for the usage of any exterior decorations.
6. No fixtures, signs, and decorations etc. are permitted to be attached to the exterior of a Unit.
7. No decorations/plants may hang from the coach lights or mail boxes (except holiday decorations).
8. Open containers, birdbaths or any item where water can collect are not allowed anywhere outside the unit.
9. All items must be brought in during a hurricane warning and when the unit is not occupied in off seasons.

XV. UNITED STATES FLAG

Any unit owner may display one portable, removable flag as prescribed by Federal and State Law. The flag must be displayed using a wall mounted bracket. If displayed at night, the flag must have a light on it. The

bracket and light (if additional wall mount light is used), must be clear, silver or white. Placement of the flag may not obstruct the building address or number(s) or encroach on the exterior of the adjacent unit

XVI. USE

1. No unit shall be used in any trade, business, professional or commercial capacity. No items (personal or business), or equipment are allowed overnight (except in XIV) outside the unit.
2. Use of the driveway or garage door for a backboard, repeated vehicle repair, repeated use of construction equipment is prohibited.
3. Casual walking onto a neighbor's driveway (limited common area), or onto the front/side of a neighbor's unit (common areas) is allowed.
4. The intended purpose of a driveway (to park vehicles, temporary recreational usage) may only be used by the unit owner, approved occupant(s) and lessee(s) on record under the unit's address (exception see VI #7).
5. No sports or recreational activities are permitted in the street or cul-de-sacs. No sports or recreational activity taking place within a unit owner's driveway, walkway or in a common area may become a Nuisance XIX.
6. Only an Association sanctioned sport's activity is allowed with guidelines, such as the placement of a community basketball hoop or a specific sport activity where the Association provides painted lines on a cul-de-sac.
7. Soliciting is Prohibited

XVII. SPORTS and RECREATIONAL EQUIPMENT/OUTDOOR FURNITURE

1. No basketball hoops or poles including temporary stands of any kind are permitted outside of the unit. Playing basketball/shooting hoops is prohibited at all times anywhere outside a unit or in the road (Refer to XVI #6).
2. Additional sports equipment may only remain outside when in use. No sports equipment allowed outside overnight. Use of any large sports or recreational equipment must first be approved by the Board.
3. No bicycles, tricycle, scooters, baby strollers or other similar vehicles or toys are allowed to remain outside overnight or when not in use.
4. No temporary/portable lawn furniture is allowed to remain outside overnight or when not in use.
5. Up to 2 semi-permanent pieces of outdoor furniture (concrete, heavy furniture) placed close to the unit may remain outside with the consent of the Association (ACC form).
6. The unit owner is responsible for the cost of removal, repair, damage, injury and remedies resulting from the usage of any sports equipment and/or furniture pursuant to this section XVII.
7. Items not permanently secured must be brought in during a hurricane warning and when the unit is not occupied in off seasons

XVIII. OCCUPANT All county and state Codes of Law and Ordinances apply.

1. Two persons per bedroom.

XIX. NUISANCES

No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the health and safety of others or the peaceful possession and proper use of the Condominium Property by others, or which interferes with a uniform appearance among the Units is permitted. Nothing may be done or kept on the Condominium Property or the Unit which will increase the rate of insurance on the Condominium/Association

XX. RESPONSIBILITY OF THE UNIT OWNER

1. Must maintain the appearance and quality of the item being replaced/repaired.
2. Are the responsibility of the owner to repair and replace at his/her expense.
3. Are required to be replaced when the function and appearance of an item(s) do not maintain the standards of the community and/or safety issues are involved.
4. The unit owner must get the Association's approval (ACC form) for modifications/repairs/replacement.
5. The unit owner is responsible for, but not limited to the following:
   a. Lanai enclosure, frame structure, screens, lanai gutters
   b. Electric outlets and fixtures, electric panels, electric wiring, and systems

c. All exterior doors, garage door, frames, screen doors, screens, hardware, patio glass sliding doors, all other doors within or affording access to the Unit, thresholds, doorframes, all interior doors, hardware, locks, interior non-load bearing walls, partitions, and room dividers.
d. All interior drywall, paint finish, surface of entrance door, walls, ceilings and floor coverings including that within the lanai and garage.
e. The electrical, mechanical and plumbing fixtures, drains, switches, valves and outlets (including connections) located within and appurtenant to the unit.
f. The circuit breaker panel and all electrical wiring going into the Unit from the panel.
g. Appliances, refrigerators, dish-washers, water heater, smoke alarms and vent fans.
h. All air conditioning compressors, refrigerant and condensate drain lines, and heating equipment, thermostats, water supply backflow preventers; drain lines ducts and related installations serving the Unit exclusively.
i. All built in shelves, cabinets, countertops and personal property, doorbell, intercom, front door viewer peephole
j. All bathroom fixtures, equipment and apparatuses.
k. The clothes dryer air vent cleaning every 2 years. Records of said cleaning maintained by unit owner.
l. Stainless Steel braided metal hose lines are required on washers and toilet water connections.
m. Light fixtures and light bulbs in garage, unit's exterior light bulbs and lanai, light bulbs in exterior coach lights must be uniform in appearance among the Units (white or soft white).
n. Garage door, garage door rails; springs; door bottom seals and mechanisms; garage door openers.
o. All windows, glass, screens and frames screens, door side light windows.
p. Repair/replacement of damage to unit owner's driveway, walkway, mailbox and coach lights resulting from man-made actions or collateral damage from shrubs/trees planted by a unit owner at any time
q. A unit owner may paint the exterior door surface of his/her only unit with the approval of the Association (ACC form) and the approved color
r. Gutters that are extended or added and grading modifications in the back of the unit by the unit owner (additions, replacements require Association approval - ACC/ARC form).

6. The unit owner is subject to paying for the cost of removal, replacement, repair, damage, injury and remedies pursuant to Sections I thorough XXVIII of the Preserve Rules and Regulations This includes the cost of removal, maintenance and replacement of any landscaping completed by previous owners not approved by the Association that existed at the time the unit was purchased.
7. A unit owner may apply for a waiver of a specified Rule and Regulation upon completion of the Association's waiver application.
8. The unit owner may receive all Association matters electronically. Completion of the waive must be turned into the management company.

XXII. HOME WATCH

All Unit Owners must hire a home watch service or appoint a person to inspect a Unit a minimum of twice (2x) per month when a Unit is unoccupied in excess of 28 days in the Owner's absence. Such service or person must immediately notify the Association or its management company upon inspection of any issue identified in the Unit. The Unit Owner must furnish to the Association the name and contact information of the company or person providing the home watch service

XXIII. WILDLIFE Feeding of wildlife or stray animals is prohibited.

XXIV. SATELLITE DISHES

1. Only allowed pursuant to County, Codes and FCC Regulations.
2. Placement location of a satellite dish and color of brackets used must first be approved by the Association (ACC).

XXV. SECURITY CAMERAS and OTHER TECHNOLOGIES

1. Must follow all county, state and federal laws and regulations for usage.
2. Equipment and brackets must be white or silver. Location must be approved by the Association (ACC form).

XXVI. PRESERVE AREAS

1. Planting of any kind is prohibited in the preserve areas. Any interference, modifications, changes, additions, reorganization etc. with the natural setting of the preserve areas is prohibited.
2. No preserve area may be used for personal usage or as an area for pets.
3. No dumping, parking or leaving of pet waste is allowed in any preserve areas.
4. Restrictions include, but are not limited to the removal of dead trees without prior approval from the Association per the Collier County codes. Contact the property manager for further details and restrictions.

XXVII. COMPLAINTS REGARDING MATTERS OF THE ASSOCIATION

1. Problems concerns, nuisances, complaints and questions of matters of the Association must be given to the property manager either in writing via email or USPS and/or by calling the property management company.
2. A lessee and/or a person(s) who qualifies under the above description of lessee/visitor, must direct all non-emergency and maintenance complaints, problems, concerns, nuisances and questions to the unit owner; not directly to the property manager or property management company.
3. Questions regarding payment of association dues by the unit owner should be addressed to the accounts receivable department of the management company or to the property manager.
4. Association matters and questions (landscaping, irrigation and other repairs), must be directed to the property manager. A unit owner is not permitted to contact the Association's contractors/vendors directly.
5. Questions for internet, TV, phone (Hotwire), security (ADT), Waste/Recycle (Waste Management), public utilities/lamp posts and electrical (FPL), animal control etc., must be directed to the appropriate service provider

XXVIII EMERGENCIES

1. During or outside of regular business hours: Contact the property management company for exterior, building emergencies and landscaping/irrigation emergencies that are the responsibility of the Association.
2. Other building maintenance problems that are the responsibility of the unit owner (stated in XX) must be addressed between the unit owner and the unit owner's contractor.
3. Use 911 when a 911 emergency call is required.

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Association's Consent/Approval: See the official website https://thepreservenaples.wordpress.com under Preserve Condos or the property management company for: Architectural and Landscaping Modifications Form (Architectural Control Committee ACC form). Preserve Association lease and new purchase applications, pet registration form, receiving notices electronically, waiver for a rules and regulation, etc., contact information, copies of the Governing Documents, postings of Board meetings, agenda/minutes and additional Association information. Guest parking passes, vehicle entry and bar codes and facility key passes are issued at the Shores front office. For all other Preserve matters, contact the property management company.

The Shores Office and Clubhouse: 7845 Berkshire Pines Dr. Naples FL 34104 Phone: 239-353-5913

Property Management Company for The Preserve Condo Association: Anchor Associates.
2340 Stanford Court. Naples, FL 34112 Phone: 239-649-6357