

RULES AND REGULATIONS FOR
CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

These revised Rules and Regulations of the Clubside Reserve Condominium Association, Inc. shall be in effect from the date of their adoption by the Board of Directors and shall remain in effect until repealed or amended by the Board of Directors of the Association. They apply to and are binding upon all owners and occupants of units including family members, guests and tenants. These rules and regulations incorporate by reference, and supplement, any other rules and regulations which may be contained in the following documents, as such documents may be amended from time to time:

1. AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VINEYARDS OF NAPLES (“Master Covenants”)
2. AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR CLUBSIDE RESERVE AT THE VINEYARDS. A CONDOMINIUM (“Declaration”)
3. AMENDED AND RESTATED BYLAWS OF CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC. (“Bylaws”)
4. AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CLUBSIDE RESERVE AT THE VINEYARDS (Articles)

RULES AND REGULATIONS

A. SWIMMING POOL AND SPA

1. No lifeguard is on duty. All unit owners, residents and guests use the pool and spa at their own risk.
2. Diving is prohibited.
3. Children who are not toilet trained and incontinent persons regardless of age are not allowed in the pool or spa.
4. No pets or animals are permitted in the pool and spa area.
5. No glassware shall be brought into the pool and spa area
6. Grills may be used in the designated pool and spa area.
7. No one who has an open sore or contagious skin disease may enter the pool or spa.
8. Persons under eighteen (18) years of age must have adult supervision at all times.
9. Children under twelve (12) years of age are permitted in the spa only with adult supervision.
10. The pool may not be reserved by groups or individuals for private functions but may be reserved for Clubside Reserve social functions..
11. Persons with heart trouble, circulatory problems or other physiological conditions should consult their personal physicians before using the spa.
12. Pool area occupants must be properly covered at all times. Nudity and "topless" conditions are prohibited.
13. Pool and spa hours are from 8:00 a.m. to 10:00 p.m.

14. Smoking of cigars and pipes is prohibited. Cigarette smoking shall be curtailed on request of any occupant of the pool and spa area.
15. Cell phone usage in the pool and spa area is prohibited when area is occupied by others.
16. Use of any type of roller skates, skateboards or roller blades are prohibited in the pool and spa area.
17. When leaving the pool and spa area, all persons must dry off before entering the clubhouse.
18. Umbrellas must be closed, and all furniture restored to it's original location before leaving the pool and spa area.
19. All refuse must be placed in the provided garbage cans before leaving the pool and spa area.

B. CLUBHOUSE

1. The clubhouse is intended to be used only for private functions and events sponsored by the Clubside Reserve at the Vineyards Condominium Association, and by Unit Owners for their friends, guests and relatives.
2. The clubhouse is not to be used for office, commercial, work related, religious or political functions.
3. The clubhouse is a smoke free building.
4. The clubhouse (but not the pool) may be reserved for private functions by unit owner using the following procedure:
 - a. Hosting Unit Owner shall register with the Clubside Reserve Property Manager, giving all particulars of the function as requested by the Property Manager;
 - b. Property Manager shall collect from the hosting unit owner a refundable security deposit in the amount of \$100.00;
 - c. Property Manager will conduct, with the hosting Unit Owner, a joint inspection of the condition of the facility before and after the function, with the understanding that the facility must be returned to the original condition upon conclusion of the function.
 - d. Property Manager will post a sign on clubhouse door and notify the Association of the time and date of the function.

- e. The clubhouse may not be reserved by a unit owner for repetitive non-resident group functions, and on the following holidays: New Year's Day, Easter, Thanksgiving and Christmas.*
5. Unless approved in advance by the Social Committee or a member of the Board, any function, no matter when it begins, must be completed not later than 11:00 p.m. of the day it begins.
6. The hosting Unit Owner must be present at all times during private functions.
7. The hosting Unit Owner is responsible for cleanup and for restoring the facilities to the condition found at the beginning of the function. Any required non-routine cleanup or repairs will be deducted from the security deposit and any costs exceeding the security deposit shall be the responsibility of the hosting Unit Owner.
8. The hosting unit owner must allow restroom access for pool users.
9. No pets or animals are permitted in the clubhouse.

C. PETS

1. The owner of each Unit may keep up to two (2) small pets, of a normal domesticated household type (such as a cat, dog or two caged birds) in a unit whose combined weight does not exceed thirty (30) pounds.
2. Dogs and cats must be carried under the owner's arm or leashed at all times while on the condominium property outside of the unit.
3. Unit owners or occupants of a unit may maintain one (1) fish tank not to exceed fifty five (55) gallons.
4. In no event shall household pets be kept, bred, or maintained for any commercial purpose.
5. No dog or cat shall be left unattended leashed outside, in the garage or on the lanai.
6. All pets must have proper licenses and medical immunizations as required by applicable statutes, law or ordinance.
7. Unit owners must pick up all solid waste of their pets and dispose of such waste appropriately.

*Revised on 1/8/07

8. Pets may not disturb the rights, comfort or conveniences of other residents. Pets may not become a nuisance or annoyance to neighbors, whether the pet is inside or outside of it's owner's unit. An owner shall immediately and permanently remove a pet from condominium property, if so directed by the Board of Directors, who in the exercise of their reasonable discretion has determined that the pet has disturbed the rights, comforts or conveniences of residents of the condominium.
9. For further limitations please refer to Declaration of Condominium 12.6.

D. COMMON ELEMENTS

1. The walkways, entryways and similar portions of the common elements shall be used only for ingress and egress to and from the condominium property. No carts, bicycles, carriages, or other similar objects shall be stored on them.
2. Each Unit Owner's personal property must be stored within the unit or within the garage assigned to the Unit. Storage in the garage may not in any way prevent parking in the garage.
3. With the exception of signs used or approved by the Board of Directors, no signs, advertisements, notices or lettering may be exhibited, or displayed, inscribed, painted or affixed in, or upon any part of the common elements or any part of a unit so as to be visible outside the unit. Additionally, no awning, canopy, shutter, wall or window air-conditioning unit or other items shall be attached to, hung, displayed or placed upon the outside walls, doors, lanais, windows, roof or other portions of the building or on the common elements.
4. No articles except suitable furniture, plants, planters and wall decorations shall be placed on lanais.
5. Garbage and other refuse must be placed only in designated containers and locations.
6. No flammable, combustible or explosive fluids, or dangerous chemicals may be kept in any unit or on the common elements, except such as are normally used for household purposes. All grills are prohibited for use on any lanai or in garage. Electric, charcoal and propane grills with a tank not exceeding 14.1 oz may be used on the driveway 10 feet from any structure Up to two (2) 14.1 propane tanks may be stored in the garage. *

* Revised 1/08/07.

7. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of units shall be white or off-white in color.
8. No aluminum foil may be placed in any window or glass door of a unit, and no reflective substance may be placed on any glass in a unit. Safety and security window film is allowed with board approval.
9. No exterior antennae shall be permitted on the condominium property.

E. PARKING

1. No motor vehicle shall be parked anywhere on any part of the condominium property other than paved areas intended for use as parking spaces.
2. No vehicle shall be parked in such a manner as to impede or prevent access to any other unit owner's garage or other parking space. Garages shall be used by the unit owners or tenant, their guests and invitees and shall primarily be used to park only conventional private passenger automobiles and conventional passenger vans.. Conventional passenger vans shall include mini-vans (such as the Dodge Caravan, Ford Aerostar and other vehicles of similar size and configuration} plus other passenger vans with windows. Sport utility vehicles (such as theJeep Cherokee, Nissan Pathfinder and other vehicles of similar size and configuration} shall also be included in this classification. No panel vans are permitted.
3. Unit Owner with a two (2) car garage may keep a total of three (3) vehicles on the condominium property with two (2) vehicles parked or stored within their garage and one vehicle parked or stored on the driveway outside of the garage. Unit owners with a one (1) car garage may keep a total of two (2) vehicles on the condominium property with one(1) vehicle parked or stored within their garage and one (1) vehicle parked or stored on the driveway outside of the garage. All vehicles must first be parked inside the garage to the maximum capacity of that garage as originally constructed, before parking on the driveway.
4. All garage doors shall remain closed when not in use for ingress and egress to the garage, unless unit occupant is present in garage.
5. For further limitations refer to Declaration of Condominium 12.12 .

F. UNIT OWNER ABSENCE

1. If a unit owner plans to be absent for three (3) weeks or longer at any time, for the protection of the condominium property, the unit owner shall designate a firm or individual to be responsible for regular inspection and care of the unit during the unit owners absence.
2. The unit owner shall furnish to the board the name and telephone number of the responsible firm or individual with key access to the unit.

G. HURRICANE PREPARATION

1. Within twelve (12) hours of a hurricane watch being declared, unit owner or occupant shall arrange to remove all items placed in common areas.
2. The unit owner or occupant shall also arrange to remove all personal property from lanai, and store it within the unit, garage or other secure location, unless the lanai is protected against severe weather with hurricane shutters or hurricane approved glass enclosure.

H. FAMILY MEMBER USE OF UNIT IN ABSENCE OF OWNER

1. If the owner or his family who permanently reside with him are absent from the unit and are not occupying it, and the unit has not been leased, the owner may permit his unit to be occupied in accordance with the following:
 - a. Any one (1) person who is the parent, step parent, sibling, step sibling, child or stepchild of the unit owner or of the unit owner's spouse, if any, may occupy the unit in the absence of the unit owner for a period not to exceed thirty (30) days. That person's spouse and children, if any may accompany him or her. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one (1) calendar year, with a maximum aggregate total of sixty (60) days.
 - b. A unit owner intending to allow occupancy under (a) above shall give notice to the board in writing prior to such occupancy. Such notice shall include names and relationship of all proposed occupants and dates unit is to be occupied.
 - c. The total number of occupants of a unit is limited to two (2) persons per bedroom.

- d. Each unit shall be occupied by only one (1) family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit, including, but not limited to visitation of the home by clients, customers, suppliers or other business invitees or door to door solicitation of residents. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. The restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.
- e. The unit owner must be responsible for providing the family member occupying the unit with a copy of the Rules and Regulations.

. LEASING

1. Any unit owner intending to lease a unit shall notify the Board of Directors, in accordance with procedure as given in the Declaration, of any contract for lease.
2. All leases of units must be in writing.
3. A unit owner may lease only his entire unit, and then only in accordance with Section 13 of the Declaration and after receiving the approval of the board. The lessee must be a natural person.
4. An owner intending to lease his unit shall give to the Board of Directors written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, and all other prospective occupants under the lease, a fully executed copy of the proposed lease, and such other information as the board may reasonably require. The board may require a personal interview with any lessee and his or her spouse, if any, as a pre-condition to approval.
5. No unit may be leased more often than one (1) time in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs.
6. No lease may be for a period of more than nine (9) months, and no option for the lessee to extend or renew the lease for any additional period shall be permitted.

7. No subleasing or assignment of lease rights by the lessee is allowed.
8. Occupancy of a leased unit is limited to the lessee and the lessee's family, servants and guests. The total number of overnight occupants of a unit is limited to two (2) persons per bedroom.
9. All units are for living quarters only. Occupants shall not use any unit for any other purpose.
10. The Property Manager shall provide a copy of these Rules and Regulations to be attached to every contract for lease of a unit.

J. ENFORCEMENT OF RULES AND REGULATIONS

1. Every unit owner and occupant shall comply with these rules and regulations, and the provisions of the Declaration, By-Laws, Articles, and the Master Covenants (all as amended from time to time). Failure of a unit owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.
2. In addition to all other remedies, in the sole discretion of the Board of Directors of the association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any restriction, rule or regulation herein, or in the Declaration, Articles, By-Laws or the Master Covenants. Violations shall be handled in accordance with existing enforcement and fining procedures as specified in section 8.1 of the By-Laws and section nineteen (19) of the Declaration. All fines shall meet the requirements as set forth in paragraph 718.303 (3) of the current Florida Statutes.

Adopted by the Board of Directors as of October 31 , 2005