

THE PRESERVE AT CHARLOTTE HARBOR

RULES AND REGULATIONS

We, the board of Directors, welcome you to The Preserve at Charlotte Harbor, a Condominium Association. Our community combines owning your own home with the privileges and responsibilities of sharing facilities with your neighbors.

We encourage you to review the material in this Handbook and refer to it with or contact 1st Choice Condo Management with any questions you may have.

Approved by the Board of Directors

July 11, 2018

Amended September 10, 2025

It is each member's responsibility to check the Preserve at Charlotte Harbor website for the most current version of the Rules and Regulations.

https://www.tpach.com/p/Rules-and-Regulations

Rules and Regulations Handbook

We, the board of Directors, welcome you to The Preserve at Charlotte Harbor (TPCH), a Condominium Association. Our community combines owning your own home with the privileges and responsibilities of sharing facilities with your neighbors. To maintain the beauty, character, and the value of our community, it is essential that all the residents adhere to the same set of rules. In establishing this Handbook, your board has considered the privileges and rights of all unit owners, tenants, and guests. We encourage you to review the material in this Handbook and refer to it with or contact 1st Choice Condo Management with any questions you may have.

To make condominium living a pleasant experience for all, mutual consideration and respect for the Rules and By-Laws is required. By purchasing or renting a home at The Preserve at Charlotte Harbor, you agree to accept and abide by the Declaration and By-Laws of the Association. Each owner or resident is obligated to share these rules with all members of the household.

Any violation of these rules shall be subject to the violation and fining processes as stated in this document in compliance with Florida Statute 718.303 Obligations of owners and occupants. Remedies and/or as provided in the Declaration of Condominium, as same may be amended from time to time, and/or Florida law."

The contents within this handbook can be amended or added to at any time by decision of the Board of Directors.

Thank you for your cooperation and appliance of these rules, and again, Welcome to The Preserve at Charlotte Harbor!

Managed by: Kristianna Mrjenovich, CAM Phone: (941) 625-2255 Email: kristianna@1stchoicecondo.com	Important Contacts Fire and Police Emergencies: 911 All Non-Emergencies: (941) 639-4111 Comcast (TV & Internet): (800) 705-8143

Rules and Regulations Handbook

In addition to the rules, regulations, and occupancy and use restrictions set forth in the Declaration of Condominium, the following rules and regulations shall govern the use of the Units, Common Areas, Limited Common Areas, and any other Condominium Property, and the conduct of all residents thereof. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, tenants and persons over whom they exercise control and supervision. The Board of Directors may make amendments to the rules and regulations and may delete existing rules and regulations. Said rules and regulations are as follows:

1. Residential Use: Units shall be used for single family residential purposes only. No industry or business of any kind of profit shall be operated out of any unit. Under no circumstances may more than six people reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom.
    A. Room rental is not permitted; the entire unit must be rented as a Single-Family dwelling. All adult occupants must execute the lease. Owners are responsible to ensure that all lessees comply with occupancy requirements to which the Association reserves the right to require reasonable proof.
    B. The completed application must be submitted to the Association office at least 15 days prior to the desired date of occupancy (lease date). Complete rental packet can be found on the website under the Rental Packet tab.
    C. As per 2023 Florida Statute 718.106 (4), once a unit is rented, the owner understands that the tenant has assumed all amenity privileges of the owner and the owner will not be able to use the amenities until the lease expires.
    D. A lease can be for any amount of time; however, in no event can the lease be for less than one month, as defined in item 16.9 (and all amendments thereto) in the Declaration of Condominium for The Preserve at Charlotte Harbor.
    E. Guests residing in a unit (as defined in item 16.1, and all amendments thereto, in the Declaration of Condominium for The Preserve at Charlotte Harbor) without owner occupancy, must be preregistered with the management company. (Registration shall include but is not limited to name(s), duration of stay and background check(s) for occupying adults.) All guests must comply with the rules and regulations within this handbook and all related Association Documents.
    F. Tenants and/or guests residing in a unit without owner occupancy shall be subject to one background check for rentals taking place in consecutive years. (Management reserves the right to require a background check prior to the conclusion of any twelve (12) month period if issues have occurred within that time interval.)
    G. Residing Guests: Guests in a unit without owner occupancy whom (collectively) exceed a 14-night stay will be considered a Residing Guest and be subjected to all rules and regulations pertaining to residing guests including, but not limited to, background checks for residing guests 18 years of age and over.
    H. A valid photo identification shall be required and on file with the management company of all Residing Guests in a unit without owner occupancy whom (collectively) exceed a 14-night stay and are 16 years of age and older. Types of identification shall include but not limited to one of the following: a state issued driver's license, a state issued ID card or a valid passport. Other types of identification are subject to board approval.
    I. Falsification, misrepresentation or omission of any required information provided in leasing and background paperwork will be grounds for immediate termination of lease and removal and eviction from the property.

2. Insurance: Unit owners must carry their own personal Home Owners insurance. Common areas are insured by the Condominium Association.

3. Signs: Posting or displaying any signage on The Preserve at Charlotte Harbor grounds (on either side of the gate) and within or outside of Units is prohibited; prohibited signage includes, but is not limited to, "For Sale," "For Rent," "Open House", “Estate Sale” and similar signage. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit.

4. Quiet Enjoyment: Quiet hours are from 10:00 PM to 8:00 AM each day, however, at no time shall a Unit Owner, Tenant, or Guest be permitted to interfere with the rights, comforts or convenience of other owners, tenants, or guests. This will include playing of musical instruments, radios, televisions, or sound amplifiers in such a manner as to disturb other occupants of the condominium at The Preserve at Charlotte Harbor will adhere to the Charlotte County, FL ruling regarding noise as stated in Article V. Noise, Chapter 2-5 – Offenses, Section 131 – Prohibited Acts as detailed below:

Sec. 2-5-131. - Prohibited Acts.

The making, creation, or maintenance of excessive, unnecessary, or unusually loud noises is prohibited and a violation of this article. The following acts are declared to be excessive, unnecessary, or unusually loud noises in violation of this article, but such acts shall not be deemed to be exclusive:

A. The sounding of any horn or signaling device for any unnecessary or unreasonable period of time, and the unreasonable use of any horn or other signaling device.
B. The using, operating or permitting to be used or operated any radio, television, tape or record player, amplifier, musical instrument or other machine or device used for the production, reproduction or emission of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or with greater intensity than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such sound emitters are operated and who are voluntary listeners thereto.
C. Yelling, shouting, or singing in such manner as to disturb the peace, quiet and comfort of neighboring inhabitants.

(Ord. No. 94-02, § 1, 1-24-94)

D. The discharge of fireworks is prohibited anywhere on the condominium property.

5. Common Areas: Common Areas shall only be used for their intended purposes. The sidewalks, stairwells, entrances, and all passageways must not be obstructed or encumbered or used for any purpose other than entering or exiting the premises. Climbing on trees, buildings and dumpsters is prohibited. No commercial activities such as vehicle detailing, garage sales or similar activities can be done in common areas. No repair or maintenance of vehicles shall be made on the Condominium Property.

6. Guests: Owners are permitted to have overnight guests visit when they are not present subject to the following limitations:

A. Guests in a unit without owner occupancy whom (collectively) exceed a 14-night stay will be considered a residing guest and be subjected to all rules and regulations pertaining to residing guests including, but not limited to, background checks for residing guests (18 years of age and over).
B. Guests residing in a unit (as defined in item 16.1, and all amendments thereto, in the Declaration of Condominium for The Preserve at Charlotte Harbor) without owner occupancy, must be preregistered with the management company. (Registration shall include but is not limited to name(s), duration of stay and background check(s) for occupying adults.) All guests must comply with the rules and regulations within this

handbook and all related Association Documents.

C. All guests must comply with the rules and regulations within this handbook and all associated Association Documents.
D. The Association may obtain an injunction to remove guests (not complying with the rules and regulations) from the Unit.

7. Pool Criteria and Rules: The pool area is open daily from 8 a.m. to dusk (this is a strictly enforced legal requirement.) A maximum of eight (8) persons per unit are allowed in the pool area. The pool area is for residents and their guests only. Unit Owners / Tenants are responsible for the conduct of their guests. Unit Owner or Tenant must accompany non-overnight guests. Please only use pool specific toys. As with all common areas, Unit Owners forfeit their pool privileges to their tenant(s) while their Unit is rented out. All pool rules are strictly enforced.

Criteria:

- No lifeguard on duty. Swim at your own risk.
- Do not swallow the pool water.
- Bathing load is 26 people.
- Pool depth is measured in feet.
- Emergency phone location is the nearest unit to the pool area.
- Emergency Medical Services-911.

Rules:

A. Pool area hours are 8AM to Dusk, weather permitting.
B. No running, no diving, no back flips, no horse play.
C. Children under 14 years of age must have a parent or grandparent in attendance to swim.
D. Children under the height of 42 inches must have continuous adult supervision when in the pool and the adult must be within reach of the child (children) at all times.
E. A maximum of eight (8) persons per unit are allowed in the pool area.
F. Glass containers are prohibited on Pool Deck or in the Pool.
G. Animals are prohibited in the fenced-in pool area.
H. Shower before entering pool.
I. Non-toilet trained children must wear a swim diaper.
J. Food and drinks are not permitted in the pool.
K. Music is allowed with the use of headsets only.

8. Spa Criteria and Rules:

Criteria:

- No lifeguard on duty, enter at your own risk.
- Do not swallow spa water.
- Bathing load is 5 persons.
- Emergency phone location is the nearest unit to the pool area.
- Emergency Medical Services-911.

Rules:

A. Animals are prohibited in the fenced-in pool/spa area.

B. Food and drinks are not permitted in the spa.
C. Glass containers are prohibited on the Deck or in the spa.
D. Shower before entering the spa.
E. Children under the age of 16 must have adult supervision.
F. Non-toilet trained children must wear a swim diaper at all times. Children under 45 inches tall must have a supervising adult in the spa with them at all times.
G. No running, no diving, no back flips, no horse play. no jumping.
H. Flotation devices are prohibited in the spa. (Approved Child Safety Flotation Devices are exempt from this rule.)
I. Pregnant women, small children, people with health problems & people using alcohol, narcotics or other drugs that cause drowsiness should not use the spa without first consulting a doctor. Maximum use is 15 minutes (clock visible)
J. A maximum of eight (8) persons per unit are allowed in the pool/spa area.
K. Music is allowed with the use of headsets only.
L. Hours are 8AM to Dusk, weather permitting.

9. Exercise Room: The exercise room in the clubhouse is available to residents and their guests to provide the opportunity for a healthy lifestyle. Although there is a surveillance camera in place, this is not a supervised facility, and all use is at your own personal risk. Hours of operation are from 6 AM. to 8:00 PM daily. Access to the pool area may be limited before or after pool hours. If so, access will be available by entering the clubhouse via the back porch ramp opposite Building 8, and then using your fob on the double doors of the clubhouse. Facilities are for residents and their guests only and no one under sixteen years of age is permitted access. Proper attire and shoes are required. No food is allowed in the exercise room. Be respectful of other gym users and always use headphones when listening to music devices. Limit your time on equipment to 30 minutes if others are waiting. Wipe down any equipment you have used or touched. When leaving, please turn off all equipment and turn off the television.

10. Clubhouse: The Clubhouse is available for the private use of The Preserve at Charlotte Harbor residents. Other than association meetings, the Clubhouse is for personal use only, no business or sales meetings are permitted. It is a requirement that the Clubhouse is left clean when your use is complete, including emptying trash, wiping the tables and counters, sweeping the floor, and turning off all lights. Reserving the Clubhouse does not include exclusive rights to the gym or pool.

A. Smoking is prohibited in the Clubhouse
B. Pets are prohibited from entering the Clubhouse
C. Maximum number of guests for any event is fifty (50) people

Any Unit Owner wishing to use the Clubhouse for a private party or gathering must complete an application form promulgated by the Association and obtain approval for same prior to the event commencing. Additional rules and requirements may be imposed by the association. Visit The Preserve at Charlotte Harbor website at https://www.tpach.com or contact the Condo Management Company to obtain an application. The completed application along with fee currently set by the board must be given to the Condo Management Company prior to the event. Of the fee,

the deposit amount stated on the current application form will be returned after the gathering upon favorable inspection by management and/or a board member. Non-owner Tenants wishing to use the clubhouse for a private event, must have a Unit Owner co-sign the application. The owner or tenant reserving the clubhouse must be present at the event.

Any violation of the terms of the rental agreement constitutes an association rules violation and may be subject to a fine. Repeated violations may result in the forfeiture of the right to future rental.

11. Storage and Display of Personal Property and Other Materials: The personal property of all Unit Owners and residents must be stored within their Units and shall not be stored or left on or in any of the Common Areas. All Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material. No clothesline or similar device are allowed on any portion of the Condominium Property nor shall clothing and/or towels be hung anywhere except within a Unit.

12. Discharge of Materials from Units: No Unit Owner, Tenant or Guest shall allow anything whatsoever to fall from the windows, porches, patios, entry ways, balconies, or doors.

13. Garbage Disposal: All garbage must be disposed of in plastic trash bags which will be closed or sealed for final disposal. No garbage or plastic trash bags shall be kept outside of any Condominium Unit other than in such areas designated by the Association for such refuse. Dispose of all trash and recyclables in the designated containers. Trash and recyclables will not get picked up if items are not placed into the correct bin. Trash cans located in common areas are strictly for minor non-perishable items, not to be used for disposal of large trash bags or items larger than such opening. Bulk Items (Mattresses, Flooring, Rugs, Cupboards, Cabinets, Furniture, Pallets, TVs, etc.) are not to be disposed of in the dumpster/recycle containment structure. Bulk items may be placed in the dumpster(s) the night before they are scheduled to be emptied provided there is adequate room. Dumpsters are normally emptied every Monday, Wednesday and Friday excluding holidays. Recyclable receptacles are normally emptied on Thursdays excluding holidays (Subject to change). CONTRACTORS AND RENOVATORS are restricted from using the Preserve's dumpsters for debris and must remove such debris from the Preserve as part of their service

Large items that need to be disposed of which cannot physically fit into the dumpsters can be taken to:

- Charlotte County Landfill, 29751 Zemel Road, Punta Gorda
  - o (941) 764-4360 *take a utility bill with you as proof of residence
- Mid-County Mini-Transfer & Recycling Facility, 19765 Kenilworth Blvd., Port Charlotte
  - o (941) 764-4380

The following places will pick up large items that need to be disposed of:

- Waste Management Bulk Pickup:
  - o (941) 629-1106 or (866) 807-2266

Note: Companies may charge a small fee for Bulk item disposal.

Before large items are placed outside the dumpster/recycling containment structure for pickup, you must contact The Preserve at Charlotte Harbor Management Company with the pickup confirmation number provided by the Bulk Pickup / Recycling Company.

Fines will be applied per item for each occurrence of improper disposal.

14. Agents of Association: Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner, Tenant, or Guest at any time for any purpose. No Unit Owner, Tenant or Guest shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association. During normal business hours, agents or employees of the Association are not to be contracted to do private residential work by Unit Owners, Tenants, or Guests. Any private work to be performed on behalf of a Unit Owner, Tenant, or Guest outside the scope of the association's employment contract must be performed outside of normal business hours and be at the owner's expense.

15. Parking: The parking facilities shall be used in accordance with the regulations adopted by the Board. The parking areas, entrances, passages and like portions for the Common Areas shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property and Units. Any resident(s) that will be offsite for more than 72 hours must park any onsite cars in their designated parking spot. If the resident has more than one car onsite they must use their designated parking space and a guest space in their building. All E vehicles and hybrid vehicles must be removed from the Preserve property no later than 24 hours prior to an impending named storm or any weather event where a storm surge is predicted.

16. Motor Vehicles: All vehicles left on the property must be in proper running order and currently registered with the Property Management Company. To register a vehicle, the following information is required: Vehicle Owner(s) Name, Unit Address / Number, Tele. No., Email, Units Deeded Parking Space along with the following Vehicle Information: Vehicle Make, Model, Color, License Plate Number, State and Year. Any missing information will deem that application incomplete and a pass will not be issued or will be void. Vehicles must have a valid license plate to qualify for registration. E vehicles and hybrid vehicles must be designated as such and recorded in a duplicate and separate listing with management company.

17. Unit Owners and Tenants must park their vehicles in their assigned space. One (1) additional vehicle may be parked in a guest space in the garage of the building where the Unit Owner or Tenant's Unit is located, if space is available. If no space is available, the additional vehicle may be parked in the outside guest parking area near the clubhouse. No motorized vehicles may be operated on sidewalks or in the grass. Owners are not permitted to wash or detail their vehicles on the property. Repair and maintenance of any vehicle on the premises is prohibited. Any vehicle which cannot operate under its own power shall not remain on the Condominium Property for more than forty-eight (48) hours.
    A. Parking Pass/Sticker Limit: Each Unit is allowed up to two (2) resident parking passes/stickers. Existing Unit Owners and Tenants with a 3rd vehicle that applied for a 3rd vehicle application prior to the December 11, 2019 deadline, are grandfathered at the Board's discretion for a 3rd parking pass/sticker. Subject 3rd vehicle shall be parked in the outside guest parking area near the clubhouse whenever space is limited in their assigned garage during high season.
    B. Changes in Vehicles/Rental Vehicles: Changes in registered vehicles must be reported to the Property Management Company within 48-hours and the parking sticker transferred to the new vehicle. Rental vehicles must be reported to the Management Company within 48-hours. The third vehicle application only grandfathers the current resident(s) for a 3rd vehicle.
    C. Parking passes are for the vehicle registered with the Management Company only. Passes are non-transferable and non-sharable.
    D. Parking passes may not be photocopied. Photocopied passes are not valid vehicle parking passes.
    E. Parking passes must be placed in each registered vehicle so that the pass is visible from the outside

of the vehicle.

F. Overnight Guests: Overnight guests must be registered with the Property Management Company within 48-hours via the guest registration form and the owner must obtain a guest placard from the Management Company for their vehicle. Day visitors are not required to have a parking placard. Overnight guests are considered guests who have a vehicle on the premises between the hours of 10:00 P.M and 8:00 A.M.

G. Tenant/Leasing Policy: Tenant placards will be issued when a rental application and background consent are submitted and the background check complete. Tenant placards will only be valid for the dates of their lease.

H. Parking Pass Enforcement Policy:

- After a 48-hour grace period, a courtesy notice will be placed on unregistered vehicles.
- 24-hours following said courtesy notice, a towing notice will be placed on unregistered vehicles.
- After a courtesy notice and a tow notice are placed, repeat offenses will result in the vehicle being towed without additional notices. These notices apply collectively to any unregistered vehicle per unit. There will only be one 48 hour grace period granted in a three month period per unit. The 48 hours shall be a total of hours the subject vehicle is parked at the Preserve during that period. The intent of this clause is to prohibit persons from parking unregistered vehicles on the premises. In other words, the 48 hour clock does not start over when the vehicle is moved. The 48 hours is an accumulation of hours during the three month time period. The Association shall have the right to order the towing of any vehicle not complying with the above rules. Towing will be at the vehicle owners' expense.

18. Service Vehicles: No service vehicle of any kind shall be permitted to be parked on the Condominium Property unless such vehicle is necessary and being used in the actual service, construction or repair of a structure or for grounds maintenance. No Commercial or business vehicle shall be permitted on the Condominium Property, except while service or repairs are being performed in the respective Unit by the commercial or business vehicle owner's agent, however, in no event, shall the commercial or business vehicle be permitted to park overnight. No vehicle with Advertisement Signage, including Not-for-Profit vehicles, shall be permitted on the Condominium Property, except while pickup or delivery are being performed in the respective Unit by the Not-for-Profit vehicle owner's agent, however, in no event, shall the vehicle with advertisement signage be permitted to park overnight. Emergency and Public Safety Vehicles such as Police Vehicles, Ambulances and Fire Trucks are exempt from this rule. The Board, at their discretion, may grant temporary variance to vendors for service, commercial or business vehicles when work is being performed for the Preserve at Charlotte Harbor.

19. Boats, Trailers & Recreational Vehicles: Recreational vehicles, boats, or trailers are not permitted on the Condominium Property for more than 2 hours without prior approval from the Board of Directors.

20. Maintenance and Repair: Owners are responsible for maintaining their own unit, keeping the appearance in good condition and for maintenance and repair including but not limited to electrical, plumbing, and physical elements within the units. These repairs are to be made in accordance with local codes. The Association is responsible for all maintenance and repairs of the outside wall and the ceiling of the units.

21. Elevators: Overloading elevators beyond the maximum capacity of 2500 pounds is prohibited. It is the Owners responsible to ensure their tenants and contractors adhere to maximum capacity requirements. Owners shall be liable for any repairs required as a result of overloading. The transfer of building materials can easily violate the maximum capacity of 2500 pounds. Transporting construction/building materials in elevators is prohibited unless pre-approved by a member of the board.

22. Contractors and Service Personnel: Residents shall ensure that their contractors and service personnel follow the procedures, guidelines and rules established for outside contractors, (which may be obtained at the Manager's Office).

    A. Residents shall inform their contractors and service personnel that work may not begin before 8:00 a.m. or continue beyond 5:00 p.m., Monday through Saturday. No work may take place on Sunday, unless authorized by the Board of Directors.

    B. Contractors shall not be permitted to park their vehicles in the parking garages. Contractors shall park in the parking area near the clubhouse or other approved area. Special circumstances, such as carpet cleaners or other service/contractor where the vehicle needs to be placed near the condo unit in order to render services shall be permitted with an approved work order.

    C. Owners are responsible to ensure their tenants and contractors clean up after construction activities. This includes walkways, stairwells, and/or any affected common area. Owners will be held liable for the cost of clean-up.

23. Satellite Dishes: Satellite dishes of 1 meter (40 inches) or less in diameter are permitted in "Exclusive use" or Limited Common Areas (Lanais). For safety reasons, installed dishes must be securely fastened. To maintain structural integrity, satellite dishes cannot be attached to the Lanai floor. Satellite dishes are prohibited in all common areas including exterior walls and rooftops. Unit owners must notify a member of the Board of Directors prior to installation of a Satellite dish.

24. Leasing: Prior to leasing (or renting) their unit, Owners must provide a written notice of the intent to lease to the Association. The required paperwork can be obtained from the association Property Management Company. A copy of the signed lease must be included with the completed lease application as well as a current and valid photo ID of anyone16 years of age and older as per Section 1 of these rules.

    A. Any lease not authorized is void unless subsequently approved by the Association.
    B. The non-refundable application fee must accompany the paperwork.
    C. Please see item "16 Motor Vehicles" for Tenant Vehicle regulations.

25. Alterations and Improvements: No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed upon the outside walls, doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. No structural walls within the unit can be removed without prior approval from the Board of Directors. No balcony may contain or include an unapproved screen enclosure or other similar structure unless the Unit Owner has first obtained the written consent of the Board of Directors as set forth in paragraph 24.1 below. The Board may adopt plans and specifications permitting the construction and/or installation of screen enclosures or other similar structures, it being the Developer's intention to maintain a uniform appearance of lanai areas in the Condominium. No Unit Owner may make any structural or non-structural alterations or additions to the Unit, Limited Common Areas or Common Areas such as changes to floor coverings without the express written consent of the Board of Directors or an architectural control committee created by the Board of Directors pursuant to the Bylaws, as the case may be. No Owner may make any change to the exterior of the Unit, or to the interior of the Unit if visible from outside the Unit, without the express written consent of the Board. No radio or

television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

26. Sunshades: In accordance with the founding documents, individual property owners must comply with the following sunshade guidelines. Any sunshade type product to be installed on any lanai that is visible from outside must be approved by the Board of Directors and documented on the Sunshade Approval Form found on TPACH.com prior to use or installation.

- Drapes of any color or material are **prohibited** from installation on the lanai of any unit.
- Drapes are inconsistent with the overall design and intent of the property developer and current board.
- Any sunshade must be unobtrusive, non-reflective, and neutral in color, without logo or design and mounted horizontally to be raised and lowered vertically
- In accordance with the Preserve's Rule 27 regarding Absence from Unit, any sunshade that is not secured or is removable must be removed when the unit is vacant.
- Any and all units that currently have sunshade of any style must be reported to the board and recorded. Any such item that is not of record as of 6/15/2023 must apply and obtain the approval of the Board of Directors prior to installation.
- Effective this date, 6/15/2023, any currently installed and recorded sunshade will be grandfathered for use if neutral in color and without design or logo and in accordance with the Preserve's Rule 27.
- However, upon replacement or change in property ownership, any sunshade must be mounted horizontally to be raised and lowered vertically, neutral in color to complement the trim color of the property paint scheme and without pattern or logo.

27. Hazardous and Flammable Materials:

A. No flammable, combustible, or explosive fluid, fireworks, chemical or substance shall be kept in any Unit or Limited Common Area assigned thereto or storage areas. Exceptions would be such as are required for normal household use or as needed by property maintenance personnel in normal maintenance functions.

B. In no circumstance are fuel powered generators allowed in storage on the property. Only in the event of a power outage emergency, unit owners may operate a solar powered generator for personal use.

C. In a declared state of emergency, a centrally located generator may be approved by the Board of Directors.

28. Dryer Vent Cleaning: To reduce the risk of fire, Board and Management strongly recommend the regular cleaning and maintenance of dryer vents.

29. BBO Grills & Outdoor Cooking: It is a Florida Statute that grilling on your lanai is prohibited. The use of BBQ grills or any other outside cooking devices is prohibited except at the designated Grilling location with the Association provide grill.

30. Absence from Unit:

A. Each Unit Owner who plans to be absent from the Unit during hurricane season must prepare the Unit prior to departure. This preparation includes but is not limited to removing all objects from the lanai and bikes from the bike racks including e bikes.

B. No hybrid or E vehicle may be parked at ground-level on Preserve property prior to and

during an impending landfall storm. If any owner or other resident leaves a hybrid or E-vehicle of any kind parked on the ground level of Preserve property during an impending landfall storm or storm surge, whether or not the resident is physically present on site, arrangements must be made by the vehicle owner to remove the vehicle from the premises of the Preserve no later than 72 hours prior to predicted landfall of an impending named storm or any weather event where a storm surge is predicted. Failure to cause any such vehicle to be successfully removed will be subject to the involuntary towing of the vehicle to any location away from Preserve premises at the owner's expense and entire rick of loss. In that this is considered an emergency situation, The Preserve assumes no liability whatsoever for loss or damage of any such removed vehicle.

31. Pet Restrictions: As stated in item 16.4 in the Declaration of Condominium for The Preserve at Charlotte Harbor, pets are not permitted on the Condominium property. No owner, tenant or guest may keep or bring pets or animals of any kind to the Condominium property. Service and/or support animals are not pets. Any owner, tenant or guest who documents a reasonable need to bring a service or support animal onto the Condominium property may apply for and the Board of Directors shall grant permission to keep and use such animals while on the property. Guests with service and/or support animals must abide by the same rules as residents.

The following provisions shall apply to "grandfathered" pets, and service or support animals:

A. Pets and service/or support animals must be registered with the Management Company within 30-days. This registration shall include a copy of the pet's license, current rabies and other immunization certificates and a picture. Annually thereafter, such owners shall provide the office with a copy to their pet's current immunization certificate.
B. Pets and service and/or support animal's owner is responsible for the cleanup and proper disposal of the pet's waste.

    Failure to cleanup and properly dispose of pet waste will result as follows:

    - 1st offense: will result in a written courtesy notice being sent to the Unit Owner
    - 2nd offense or continued non-compliance: a certified written notice (of no less than a 14-day notice) with details regarding the upcoming hearing before the fining committee. The hearing results may include a $100 per occurrence fine to the Unit Owner.
    - 3rd offense: will be at the discretion of the fining committee and will comply with the most current version of Florida Statute 718.303 Obligations of owners and occupants; remedies
    - 4th offense: will be at the discretion of the board and may result in Unit Owner being obliged to remove pet from property.

C. Pets and service and/or support animals must be kept on a leash at all times when outside the unit.
D. Pets and service and/or support animals must never be left unattended on lanais.
E. Owners possessing pets and service and/or support animals shall be fully responsible for any injury or damage caused by the animal.
F. If the animal creates a nuisance, the Board may withdraw permission to keep the animal on condominium property.

32. Improper and Unlawful Uses: No improper, offensive, hazardous, or unlawful use shall be made

of any Unit or Condominium Property.

33. Unit Key: The Association shall retain a key to the Units, and the Unit Owner shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the units.

34. Bulletin Board: The community bulletin board is located in the mailbox area. All emergency and meeting notifications will be found here. Posting advertising agents within the elevators for personal or business reasons is prohibited.

Violations of Rules shall result in the following:

- 1st offense: a written courtesy notice will be sent to the Unit Owner
- 2nd offense or continued non-compliance: a certified written notice (of no less than 14-days prior to the hearing) with details regarding the upcoming hearing before the fining committee. The hearing results may include a $100 per occurrence fine to the Unit Owner
- 3rd offense: will be at the discretion of the board and will comply with Florida Statute 718.303 Obligations of owners and occupants; remedies and/or as provided in the Declaration of Condominium, as same may be amended from time to time, and/or Florida law."

Reminder: It is each member's responsibility to check the Preserve at Charlotte Harbor website for the most current version of the Rules and Regulations.

https://www.tpach.com/p/Rules-and-Regulations