



# Rules & Regulations

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## OBJECTIVE

The Overall intent of the Rules and Regulations is to ensure that the conduct of one person or persons will not unduly interfere with the safety, use and enjoyment of either the common areas or the units by other persons and will not cause any harm or create liability to the Association. It is the goal of the Association that the owners and guests observe civility and accepted etiquette when interacting with one another.

These Rules and Regulations reflect important provisions of the Association's basic governing documents (The Declaration of Condominium and the Association's Articles of Incorporation and Bylaws) as well as practices and procedures which our Owners and Directors have determined through experience are essential in helping to assure the comfort, safety, privacy, convenience, and general peace of mind associated with dignified living at The Stratford. **In case of an omission or conflict, the Declaration of Condominium and Bylaws control.**

Each Stratford Owner has the responsibility to be knowledgeable about and comply with the contents of the above listed basic documents as well as these Rules and Regulations and has the further obligation and responsibility to ensure that guests and lessees are knowledgeable about and comply with them.

The Association, through its Board of Directors, may levy fines against a unit Owner for failure of an Owner, lessee or guest to comply with provisions of the Association's governing documents, including these Rules and Regulations.

## ALTERATIONS

Due to their volume, the Stratford Alterations Standards and Procedures are set forth in a separate document.

No Alterations may be made to the Units unless they comply with the Stratford Alterations Standards and Procedures, which are incorporated as if fully rewritten here. A copy is available on the Stratford website or by contacting the Management Office. Unit Owners considering alterations to their Unit should review these Standards and Procedures with their contractor well in advance of entering into any agreements relating to the alteration of their Unit.

Unit Alterations are restricted during season. **No unit renovations are permitted from November 1<sup>st</sup> through April 30<sup>th</sup> of the following year.** Unit Renovation work allowed from May 1<sup>st</sup> through October 31<sup>st</sup>.

Construction noise will be allowed once a month (last Wednesday of every month) from 9am-3pm during season from November 1<sup>st</sup> through April 30<sup>th</sup> of the following year. The Board reserves the right to change and/or cancel the construction noise day as needed. Residents must provide a written request for the construction noise work to management a week in advance for review and approval.

## ASSESSMENTS

Payments of Association bills are due as stipulated on each bill. If a payment is not received within 10 days of when the payment is due, a late fee will be added to the bill. Sums not paid shall bear interest to the maximum allowable legal rate. If an account becomes over 30 days past due, remaining assessments for the fiscal year may be declared immediately due and a claim of lien leading to foreclosure proceedings may be filed.

## **BICYCLES**

Bicycles must be stored in bicycle racks located in the garage, with a maximum of two bicycles per unit. The Manager's office must be provided with a key or combination to any lock. Bicycles must be tagged. Tags are available in the Manager's Office. Untagged bicycles may be removed by the Manager.

Bicycle entrance and egress to and from the garage, is preferably through the service entrance. Bicycles are not permitted in passenger elevators. Arrangements can be made with the Manager to store the bicycle within the Owner's unit or storage closet.

Bicycles must be kept in good repair. After reasonable notice, dilapidated, rusted, or abandoned bicycles may be disposed of.

The Association stores and maintains several bicycles for sign-out and use by residents or guests. A liability disclaimer must be executed.

## **BULLETIN BOARDS**

The enclosed Bulletin Board, located in the Mail Room area, has been designated for the official posting of all Notices for the Stratford Association.

Unit Owners shall be allowed to post items, i.e., for sale items, tickets, etc., on the Bulletin Board located in the hallways leading to the Fitness Room, provided space is available.

Personal notices should be given to the Manager for approval and posting. Larger announcements for events will be considered for posting by giving them to the Manager for approval and posting. Notices must be dated and will be posted for no more than 30 days, after which notices will be removed by the Manager. In the case of an event posting, the posting will be removed the day after the event.

With the exception of posting for not-for-profit functions, no notices shall be posted for industry, trade, business, occupation, or profession of any kind (whether commercial, religious, educational, political, scientific, or otherwise).

It is also encouraged to use the Unit Owner cubbies located below Unit Owner mailbox for owner notices.

## **CARTS**

Shopping carts are located in the garage just outside the service area.

Stratford shopping and wardrobe carts may not be used for contractor use.

The Association has four (4) two-wheeled utility carts stored on wall hooks by the shopping carts for your use. All other two-wheeled utility carts must be tagged and are not permitted to be stored in the garage area. Tagged carts not stored away will be removed by staff.

Carts must be returned to the designated area immediately after use to make them available for other Unit Owners. Carts should not be left in the lobbies or hallways.

## **CELLULAR PHONES**

In Common Areas, including the pool and barbeque area cellular phones must be set to vibrate mode at all times and speaking on cellular phones shall be brief and in a soft voice.

## **COMMITTEES**

The Board of Directors from time to time may form a committee to assist in defined aspects of the Association's activities. The Board will appoint a chairperson for the respective Committee and in concert with the Committee Chair will seek volunteers for the committee as required.

Committees will be reappointed annually at the Annual Association Meeting of the Owners, or soon thereafter.

Committees may be disbanded at any time by a decision of the Board.

Committees serve in an advisory capacity to the Board.

No Committee will take an official position representing the Association or commit any funds without specific prior approval by a vote of the Board.

Committees will address specific charges given to it by the Board and provide a report by designated time, if requested by the Board.

Notice of Committee meetings must be posted, and meetings are open to all Association Members.

## **COMMON AREAS**

Smoking is prohibited except in the Service Parking Area.

Proper clothing must be worn at all times while in the Common Areas.

Nothing shall be done to the Common Elements which will impair the structural integrity of the building, or which would structurally change the building, or which will change the appearance from the exterior.

Common Areas shall not be obstructed, littered, defaced, or misused in any manner and shall be kept free and clear of rubbish, debris, and unsightly materials. Repair and cost of destruction or damage caused to a Common Area shall be the responsibility, and the expense of the responsible Unit Owner.

The Units and Common Elements shall not be used in a way that constitutes a nuisance to other occupants and the general public. (A nuisance is an unreasonable source of annoyance to other unit owners which interferes with the peaceful and proper use of the property by any other condominium unit owner).

Use of cellular phones in the Common Area is limited to short, quiet conversations.

Rollerblades, skates, skateboards and/or similar devices are not to be used in the Common Areas at any time and must be removed before entering tiled areas of the building.

Extreme care must be exercised with respect to children's safety in and around certain areas of the building, including elevators, trash chutes, swimming pool, spa, exercise room, garage and balconies.

When returning from the beach or pool, please use the Service Entrance. Wash sand off clothing and beach equipment before entering Service elevator.

Unit Owners are responsible for any negligent act, or failure to act, by the Unit Owner's family or lessees, invitees or guests of the Unit Owner's family and persons providing service or merchandise.

Building entry doors and property access gates must be kept closed at all times for security.

### **DRESS CODE**

All residents and guests are requested to wear a robe, cover-up, or shirt, plus footwear while going to and from the pool through the building.

### **ELEVATORS**

Florida law prohibits smoking in the elevators.

Children shall not be permitted to play in or around the elevators. Children under eight (8) years of age using the elevators are to be accompanied by an adult.

If caught in an elevator:

- If claustrophobic sit down. This gives the illusion of being in a larger space.
- All elevators are equipped with telephones. Push the button inside the door marked "Emergency Phone". It will automatically dial to an emergency service. Be sure to give the building address, which elevator and the floor where stopped.
- There is also an alarm buzzer to alert anyone in the building.
- For safety reasons, do not attempt to get out of a stalled elevator. Wait for help!

### **EMERGENCIES**

#### **Electric Power Outage**

The building is equipped with an auxiliary power unit driven by a diesel engine. This Unit will start automatically upon the loss of a normal power supply and will stop (after a short time delay) when normal power has been restored.

Both passenger elevators will travel to the ground floor after a loss of normal power. One elevator will then continue to operate normally on emergency power. After a brief interruption, the lobby lights, stairwell lights and emergency exit lighting on all floors will be available during the outage. The fire protection system will remain operational. The domestic water supply may experience some disruptions. Air conditioning, heating and ventilation in the common areas will not be available. Electricity in the units will not be available.

If the power outage occurs when the Manager is not on the premises, the Unit Owners are requested to contact the Manager at (239) 597-3501 (after hours 239-560-7573) after calling Florida Power & Light Company.

## **Fire**

### **IN CASE OF FIRE OR PHYSICAL EMERGENCY**

Telephone: "911". Be prepared to give the following information:

**ADDRESS:**

The Stratford Condominium  
5601 Turtle Bay Drive, Pelican Bay  
Unit Number.  
Floor Number.  
Nature of emergency (described clearly and precisely)

**IF A FIRE**, after calling 911, activate the fire alarm system to alert other unit residents. There is an alarm on each floor at each stair door.

When the Fire Alarm siren is activated or a fire alarm is announced through the Fire Alarm System, all occupants must proceed promptly via the stairwells to the lower lobby and observe any further directions by the Manager or the Fire Department Personnel.

To reduce the spread of flames and smoke:

Turn off A/C unit.  
Close all windows and balcony doors.  
Stay out of elevators.  
Use the fire stairs.

If you have to move through smoke, wet a towel and cover your mouth and nose and stay low to the floor.

Do not open any door without touching it first to make sure it is not hot. If you are unable to exit your unit, move to the balcony, close the sliding doors, and lie on the floor.

Residents who will need assistance during emergency situations should advise the Manager's Office in advance of such need.

It is recommended that each Owner have at least one fully charged fire extinguisher within his or her unit and a properly working flashlight with fresh batteries.

Note: These are guidelines only and are subject to all Naples Fire regulations.

## **Hurricane**

When a storm "watch" has been issued, Unit Owners and other occupants shall remove all loose items, including furniture from the lanais. On open/unprotected lanais fan blades should be removed as they can be ripped off their housing causing screen damage. All windows, doors, sliding glass doors, sliding screens, screen doors and shutters must be closed and secured. All occupants shall remain in contact with appropriate information sources about the progress of the storm.

When a storm "warning" has been issued, Unit Owners and other occupants shall prepare for immediate evacuation should it be necessary. A recommended "Unit closing check list" is available from the Manager to assist with the securing of the Units.

When an evacuation of the building has been ordered, all occupants must leave promptly and proceed to the chosen safe areas, or the destinations selected by the authorities. After the evacuation order has been issued, the Association may not be able to support the necessary staffing and emergency services for safe occupancy of the building. ***Unit Owners are encouraged to advise the Manager of their intended destination so that they may be notified when it is safe to return.***

During a mandatory evacuation, all emergency services will not be available until the mandatory evacuation has been lifted.

Information regarding Hurricane Preparedness is available on the Stratford website or by contacting the Management Office. Please refer to the "Fire & Weather Emergency Guidelines for Stratford Owners" for additional information.

#### **Services Provided**

The Unit Owner may request that the Manager provide access to the Unit for the Owner's agents, contractors, or cleaners, but the Association and its Directors, officers and employees are not responsible for any act, or failure to act by any of the preceding named parties or any individual the owner has given permission to enter their unit.

Parcels signed for in the Unit Owner's absence at the Manager's Office from US Mail, FedEx, DHL or UPS, will be placed in the **Unit** if a key is provided by the Owner to the Manager's Office.

#### **Services Not Provided**

Employees cannot do work for Owners during the employee's work hours.

If you want an employee to do something for you during his or her non-working hours, please contact the employee directly. The Manager's Office does not handle these outside arrangements for the employees.

No employee shall use Owner's vehicle to do Association errands.

No employee shall use Association tools or supplies for other than Association purposes.

No employee shall wear clothing identified with the Stratford name while doing work or performing a service for any person or entity, other than the Stratford, unless such work or service is being done at the request of the employee's supervisor or a member of the Stratford Board of Directors.

Each Unit Owner shall arrange or contract for any services or repair work to be performed within his/her unit. The Manager's Office can provide at least two referrals for most routine repairs and services. Please contact the Manager's Office at 239-597-3501. The Association does not warranty any work performed by third parties.

The Manager will not supervise the Unit Owner's agents, cleaners, or contractors, and is not responsible for any act, or failure to act by any of them.

The Manager and staff are not responsible for checking the vacant units, except to perform courtesy inspections every other week for vacant units.

The Manager will not conduct tours of the building or show any Unit to prospective buyers or renters.



## FITNESS ROOM

Users must observe all rules posted in this room.

Unit Owners (or adult Lessees) hosting minors bear sole responsibility for the supervision, conduct and safety of those minors in the Fitness Room.

Proper attire is required, including shirts and shoes. Workout shoes which were worn on the beach cannot be worn while using the fitness equipment. The sand causes damage to the aerobic machines.

There is a 30-minute time limit for use of all machines if people are waiting to use such machine.

Please restrict beverages to water only, as sugared liquids (sports drinks) when spilled on the machines cause damage. No alcoholic beverages, food or canned sodas are allowed.

Persons receiving cell phone calls shall leave the fitness room to carry on their conversation if the room is occupied by other individuals. Calls originated by cell phone users should then be made outside of the workout room as well if the room is occupied by other individuals.

Please turn off the lights if you are the last to leave, ***but do not turn off the TVs.***

As a courtesy all equipment should be wiped down after use.

## FOBs

Permanently activated FOBs can be used at any time, except as provided elsewhere in these rules.

Owners only may purchase additional FOBs from the Manager for a fee.

All FOBs have identifying numbers, and the numbers of all FOBs issued will be registered to the unit to which they were issued.

An Owner in residence may purchase an additional FOB for a bona fide caregiver who needs frequent access to the building. The FOB purchased for that caregiver may be activated for one (1) year, if prior to this activation the caregiver has worked for the Owner at least thirty (30) days. The Owner must provide the Manager with the name, address and phone number of the caregiver, and satisfactory documentation, that the person who will use the FOB is a bona fide caregiver.

All FOBs issued to a Unit are registered in the computer as belonging to that Unit. When a FOB is used, the computer records that it has been used. If the Manager finds that a FOB registered to a unit is being used while the Unit Owner is not in residence, the Manager will, for security reasons deactivate the FOB. To avoid this deactivation the Unit Owner must notify the Manager in advance that the Unit will be used in the absence of all its Owners; and must give the Manager the name, address, and telephone number of each person, who will be using the Unit in the Owner's absence; and the beginning date and ending date of such absence.

If a FOB is lost or stolen, the Owner must report the loss or theft to the Manager, so the Manager can deactivate the FOB to prevent anyone from using it to enter The Stratford. After the lost or stolen FOB has been deactivated, the Owner may purchase a replacement FOB for a fee. The replacement FOB will be activated and registered in the same way as the FOB it replaced. If a FOB is damaged, or becomes inoperable, the Owner should take this FOB to the Manager. The Manager will at the Owner's request deactivate that FOB and issue the Owner a replacement for a fee.

## **GARAGE & PARKING**

The numbered parking spaces have been assigned to the exclusive use of the specific Units by the developer. Each Unit shall always have the exclusive use of one assigned parking space. The cost of maintenance of all parking spaces shall be a common expense.

Unit Owners, or their spouses, may permit others to use that Owner's assigned parking space only if the Owner has notified the Manager in writing or by e-mail of the name of the person who will be using the space, a telephone number when the person using the space may be contacted and a statement of when that person may use the space. Verbal notification will not be accepted.

Vehicles may only park in spaces lined for parking.

Except for service vehicles temporarily present on business, no trucks, commercial trucks, trailers, motor homes, recreational campers, vehicles for hire, boats, mobile homes, or four-wheel drive vehicles which have been modified to be primarily used for off-road purposes may be parked, stored or kept on Stratford property.

Keys must be provided to Manager for any vehicles parked for an extended period while their owners are away.

No major repair or maintenance of vehicles is permitted in the garage or anywhere in the property. Noticeable oil or grease leakage must be repaired promptly.

Speed should be limited to 5 mph in the garage and on driveways.

Vehicles may be washed in the designated car wash area in the Service Bay.

Guests should utilize the "guest parking" in the front of the building.

Unit Owners and Lessees are not to give permission to any Service Personnel, including housekeepers, to park in numbered spaces. All Service Personnel including housekeepers are to park in the parking spaces adjacent to the Service Bay.

## **GENERAL RULES AND REGULATIONS**

The use of the Units and Common Elements shall be in accordance with the applicable laws, ordinances and the restrictions contained in the Declaration of Condominium and Bylaws.

The Units and Common Elements shall not be used in a way that constitutes a nuisance to other occupants and the general public.

Each Unit Owner shall provide to the Association complete information on the legal ownership of his/her Unit, any existing liens or encumbrances, and the name and the address of the mortgage company.

No industry, business, trade, occupation, or professional activity (whether commercial, religious, educational, political, scientific, or otherwise for profit, or not for profit) which results in traffic of any kind from the outside community requiring access to the building or other portions of the common elements is permitted. An owner with skill and/or ability that could benefit another owner, or group of owners may provide that service to an owner, or group of owners on terms that are acceptable to both parties and Stratford Management. In providing those services, including those that utilize common areas of the

Stratford, consideration must be given to the needs of other owners. If dispute resolution is required, the “greater good” will be a key consideration in the resolution.

Unit Owners are responsible for any negligent act, or failure to act by the Unit Owner’s family or lessees; invitees or guests of the Unit Owner’s family and persons providing service or merchandise.

**RECORDING OF MEETINGS.** Members may record Board, Committee, or Member Meetings, as permitted by law, subject to the following requirements:

A Member desiring to record a meeting shall submit written notice to the Secretary, Chair of the meeting, or General Manager at least twenty-four (24) hours prior to the start of the meeting.

No recording of meetings shall interfere with or obstruct the meeting.

Equipment used for recording must not produce distracting sound or light emissions and must not interfere with or obstruct any person’s view of the meeting or ability to hear the meeting, or block access to or from the meeting, or constitute a tripping or safety hazard.

Persons using recording equipment must do so from their seats or, where that is not practical due to the nature of equipment used, a stationary location approved by the Board or Chairman of the meeting. Members shall not be permitted to move about the meeting room in order to facilitate recording.

Members and other persons may not post or permit posting of recordings of meetings on any website or other media which can be readily viewed by persons who are not Members of the Association.

A Member may not use the Association’s electronic platform access to record a meeting.

#### **ENFORCEMENT OF RULES.**

The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules. Without limiting the generality of the foregoing, the Board of Directors may, in accordance with the fining and suspension authority and procedures set forth in Chapter 718, Florida Statutes, levy a fine or suspension against any person who fails to comply with these Rules. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association’s rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

#### **GRILLS & FIRE PIT**

Grills are provided for Unit Owners to use on the tennis court deck.

Owners must provide their own utensils and clean the grill and the table after each use.

No cooking in fire pit.

Hours of operation are 8:00am – 10:00pm.

Cooking with grills is not allowed on the unit lanais.

The Association is not responsible for injury when using the Grills and Fire Pit equipment.

#### **GUESTS AND OCCUPANCY**

**Children:** Children and youths under 18 may occupy units only during such times as the Owner or other responsible adult is in residence.

**Visiting Guests:** To assist in maintaining desired security levels, all visiting guests staying with Owners must be registered upon arrival with the Manager and the Manager notified when they depart. If assigned a parking space in the garage, their car must be registered with the Manager. Any vehicles not assigned to a parking space may park in the Stratford lot.

**House Guests:** A house guest is an invitee who occupies a unit and pays no financial consideration in cash or in kind. Such guests, staying in an Owner's absence, must register at the time of arrival, and, except for members of the Owner's immediate family, may occupy the unit not longer than 30 days in any period of 12 consecutive calendar months. Advance notification in writing to the Manager by the Owner is required for all house guests, family, or non-family. There shall be no more than 2 occupants per bedroom. If assigned a parking space in the garage, their car must be registered with the Manager. Any vehicles not assigned to a parking space may park in the Stratford lot.

Any person who is the parent, child, or sibling of the Unit Owner or of the Unit Owner's spouse, and any person married to such parent, child, or sibling, may occupy the Unit in the absence of the Owner. The children of any such permitted guest may also accompany the said guest.

To assist in maintaining the desired ambiance and level of security at the Stratford, Unit Owners must notify the Manager in advance whenever their Unit will be used by House Guest. The notification must be by mail, fax, or e-mail. No verbal notification will be accepted. The Unit Owner must give the Manager:

- a) The name, address, and telephone number of each House Guest
- b) The beginning and ending dates of the usage
- c) The identity of the House Guest, if any, who is a member of the Immediate Family of an Owner of that Unit or of the Spouse of an Owner of that Unit
- d) And the relationship of that person to such Owner or spouse

Guests must register in person at the Manager's Office promptly upon arrival. If arrival is not during normal work hours, they must register in person during the morning of the first workday after their arrival. The registration will include:

- a) Identification of all guest cars; and
- b) The name and relationship of the person, if any, who is a member of the Immediate Family of an Owner of that Unit or of the spouse of an Owner of the Unit. That family member must sign a statement attesting to the relationship that makes him/her an Immediate Family member.

No person may stay overnight in a leased Unit, unless the lessee, or the lessee's spouse is in residence in that Unit.

Unit Owners are responsible for assuring that all Guests are informed about and comply with the Association's Rules and Regulations.

Improper behavior by Guests will not be tolerated.

Unit Owners shall not use, or permit the use of their Units in any manner which would be disturbing to, or be a nuisance to other Unit Owners, or in a way that is, or could be, injurious to the reputation of the Stratford.

The Board may impose fines in accordance with their power under Florida Condominium Act (Florida Statute Section 718.303) and the Stratford Bylaws

## INSPECTIONS OF RECORDS

**WHEREAS**, Chapter 718 of the Florida Statutes (the “Condominium Act”), as may be amended from time to time, grants a member of a condominium association the right to inspect and copy certain official records of the association; and

**WHEREAS**, the Condominium Act authorizes an association to adopt and enforce reasonable rules and restrictions regarding the frequency, time, location, notice, and manner of inspections and copying of official records; and

**WHEREAS**, the Board deems it in the best interest of The Stratford at Pelican Bay Condominium Association, Inc. (the “Association”) to adopt such reasonable rules in order to preserve the limited resources of the Association which are impacted by unfettered or indirect requests for official records.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the Association that the rules governing the rights of members to inspect and copy official records shall be as follows:

1. The official records shall be those records listed in Section 718.111(12) of the Condominium Act, as it may be amended from time to time.
2. A Member shall only be allowed to make one (1) request per month to inspect and copy the Association’s official records.
3. All records requests must be made in writing on the form attached hereto as Exhibit “A.” The form must be delivered to the office by U.S. certified mail or hand delivery to the Association’s Manager. In no case shall an email be considered to be an official records request.
4. No request is valid until the form is completed in full.
5. The same records may not be requested more than one (1) time within the previous twelve (12) calendar months.
6. A new form must be completed for each new records request.
7. A Member shall only be entitled to the official record in the format that it is regularly kept by the Association. Records inspections will occur by appointment only, during normal business hours, Monday through Friday, subject to the Manager’s schedule.
8. Once a Member is advised that the requested records are available for inspection, the Member has thirty (30) days to schedule an appointment and review the documents. After the thirtieth, the Association may return the records to their filing/storage location, and the Member must send a new request for any future records inspection.
9. If the records are posted on the Association’s website or are available for download through an application on a mobile device, the Association may fulfill its obligations under Section 718.111(12) of the Condominium Act by directing the Member making the request to the website or application without further need to process access to physical records.
10. The Association may impose reasonable fees to cover the costs of providing copies of the official records. A fee of \$.25 per page for copies made by the Association will be charged, as well as an hourly rate for staff costs, if permitted by law. Copies over twenty-five (25) pages may be sent to an outside copy service. The Member will be provided with a cost estimate to fulfill the request and must approve it before staff proceeds.
11. If the Member wishes to designate an authorized representative to inspect and copy the records, such designation must be in writing and delivered to the Association not later than forty-eight (48) hours in advance of the scheduled inspection. Only one representative may be named at a time.

12. The Board may impose additional restrictions and adopt additional procedures from time to time.

This Resolution was adopted by the Board of Directors on the 20th day of February 2025 and is effective upon adoption.

### **INSURANCE**

The Condominium Association carries insurance coverage for the Common and Limited Common Areas and does not include coverage inside individual units. The Board reserves the right to change agents and coverage.

### **KEYS**

#### **Mailbox Keys**

If all issued mailbox keys are lost, you will need to contact a locksmith and/or the post office for replacement.

### **LANAIS**

Unit Owners are responsible for giving timely, written notice to the Manager of any defect in the exterior screen wall so such defect can be repaired by the Association.

Unit Owners are responsible to assure that sliding doors and screens will operate properly and quietly. Periodically vacuum out the grit in lower tracks, steel wool the track and re-vacuum. Then apply a lithium silicone or bar soap to the track and slide the doors back and forth a few times. Do not use WD-40.

Unit Owners are responsible whether in residence or not in residence, for assuring that no item on the lanais of their Units cause any damage to the Condominium Property or any person, or object on that property as the result of wind or actions by persons.

Flooding or hose washing of lanais is prohibited. Lanais must be damp mopped only.

### **LEASING OF UNITS**

The Declaration of Condominium contains legal language that defines the limitations on lease of Units. These rules are to clarify what the Declaration says. In addition, they include some quality-of-life rules and set forth the Unit Owner's liability for what the Lessee does or fails to do.

Owners are required to submit an application at least 30 days prior to proposed leases, renewals, or extensions to the Board of Directors for approval on the approved form obtainable in the Manager's Office. Lease application must be accompanied by a fully executed copy of the proposed agreement. A handling fee will be payable to the Association must also be attached, except for rental extensions or renewals to the same party. An interview of prospective lessees may be required by the Board.

Lessees must sign that they have read and will abide by Association Rules and Regulations, a copy of which shall be provided to them before they take occupancy.

No Unit may be leased more often than two (2) times 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. No lease may be for a period of more than one (1) calendar year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its

discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. All leases shall be on a uniform form of lease or lease addendum, if so, promulgated by the Association.

Lessees shall have no sublet privileges. A rental may be terminated by the Board without prior notice for continuing breaches of rules by the Lessee or others using the unit. Owners may not use Association recreational facilities or the garage parking facility while their unit is leased.

All leases of Units must be approved in advance by the Association. This requires the Lessee to complete a

Lease Application and pay the application fee; and for the Unit Owner to submit a copy of a written lease signed by the Owner and the Lessee.

The lease must be in a form and substance satisfactory to the Board and may only be signed by one person as Lessee.

The term "Lessee" means the person(s) who signed the lease.

Not less than the entire Unit may be leased.

If a Lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in the Condominium Documents. If the Lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

A Unit is considered to be occupied whenever any person is staying overnight in the Unit.

A Unit is considered to be leased whenever the Owner receives any compensation of any type, whether monetary, tangible, or intangible, for allowing someone to occupy the Unit. (For example, if an Owner allows someone to use his Unit in exchange for use by anyone of another property, that is a lease of the Unit. Similarly, if an Owner donates use of his Unit to a charity, that is a lease of the Unit, with the compensation being the intangible satisfaction of having made a gift and the monetary value of the tax deduction available from making the contribution.)

The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

The Owner of a leased Unit is liable for all damage to the Common Elements, or theft, caused by any action, or inaction, by any person, occupying that Unit or any person visiting the Unit.

Lessees must sign that they read and will abide by the Association Rules and Regulations, a copy of which shall be provided to them by the Manager before they take occupancy. The Rules and Regulations are available for the public on the Association's website at [www.stratfordpb.com](http://www.stratfordpb.com).

## **MAIL AND MAIL ROOM**

Mail Room is located on the mezzanine level. General mail delivery is placed in your assigned mailbox. If a parcel is too large, items will be placed in the "Parcel" boxes or below the USPS mail boxes.

The cubbies below the USPS mailboxes are used for intra building correspondence.

Parcels signed for in the Unit Owner's extended absence at the Manager's Office from the US Mail, FedEx, DHL or UPS will be placed in the unit.

## **MANAGER AND MANAGER'S OFFICE**

The Board of Directors has authorized the Manager to take appropriate action to enforce these Rules and Regulations.

The Manager's Office is open from 8:00 a.m. to 4:30 p.m. weekdays. All business, including routine complaints or suggestions should be conducted during business hours. The Office phone number is (239) 597-3501.

The Manager is on emergency call 24 hours a day at 239-560-7573.

The Manager has supervision over assigned employees in the accomplishment of their duties in accordance with their written job description. Employees are not allowed to perform work for Owners in private units during staff duty hours except in emergency situations as determined by the Manager. No Stratford employee, while on duty, shall be sent out of the building by any Owner, lessee, or guest at any time for any purpose.

The Manager may assist residents by accepting deliveries and helping to arrange other household services of a nature authorized by the Board. To obtain these services, residents must sign a release and waiver of liability obtainable from the office.

All moves or substantial deliveries or removals must be scheduled through the Manager to ensure that the Service Elevator is available when needed.

The Manager will provide a checklist for each Owner to follow in closing his or her unit for any extended absence. The Manager will check vacant units for absentee Owners at least twice a month and will keep a log of such service. The service will include visual inspection for water leaks and pest control problems, and the checking of toilets, air conditioning, appliances, water heaters and hurricane shutters. However, neither the Manager nor The Stratford at Pelican Bay Condominium Association assumes any liability for any failure to detect problems in any unit, and the Owner must sign a waiver of liability.

Unit Owners must make sure the Manager's office has on file a current list of those persons to contact in any emergency, including medical. Owner shall inform the Manager as to their whereabouts when they are away.

## **MOVING AND FURNITURE DELIVERIES**

Furniture and move-ins must be scheduled with the Manager at least three (3) days prior to delivery, so that the Manager can schedule the use of the service elevator. Damage deposit must be submitted with all major moves or furniture deliveries. Delivery hours must be between 8am and 4:00pm (Monday through Friday). If hallway and elevator require cleaning a fee will be withheld from the deposit. Owner is responsible for any common areas damage created by the delivery contractor. Deposit will be returned, less charges, within 7 business days of the delivery.

Moving and furniture deliveries are not permitted on Saturday, Sunday and during Holidays.

If moving, notify the Manager when moving personnel have arrived so proper use of the elevators and the Common Areas can be maintained.

The Service Elevator is designated for service and delivery personnel. Should it not be padded, contact the Manager immediately.



Deliveries and moves may only be made through the service area.

Stratford shopping carts and luggage carts may not be used.

Trucks are to park in the Service Area parking lot.

Personnel are to sign in at the Manager's Office upon arrival and are to sign out at the Manager's Office upon departure.

No discarded furniture, TV sets, computers or computer accessories, packaging materials and other debris may be left on Stratford property and may not be disposed of in the Stratford trash chutes and dumpsters.

Unit Owners are responsible for monitoring their delivery removal or move to assure that it complies with all of these rules.

Unit Owners are responsible for any damage caused by a delivery, removal or move.

If a Unit Owner schedules a delivery, removal or move for a time when that Owner is not in residence, that Owner, by the act of making such a schedule holds the Stratford Condominium Association and its employees harmless from all damage, liability, injury, or other cause resulting from that delivery, removal or move, of items owned by the Unit Owner.

Neither the Stratford, nor any of its employees is responsible for supervising all, or any part of any delivery, removal, or move.

#### **NOISE**

Unit Owners and other occupants shall not cause or permit noise, whether from television, radio, recordings, and musical instruments or otherwise, that disturbs their neighbors between the hours of 10:00pm to 8:00am.

No noxious or offensive activity may be carried on in any Unit which may become a nuisance to other occupants or injurious to the reputation of the Condominium.

Use of cellular phones in the main floor Common Areas and on the pool deck is limited to short quiet conversations.

Open and close entry doors as well as outside slider doors slowly to eliminate the roller noise and slamming sounds.

Musical devices may not be played in the pool area, except during group parties, approved by the Board of Directors.

#### **PETS**

No pets are permitted.

## **POOL AND HOT TUB**

### **(Dawn to Dusk)**

No life guards are on duty at any time; therefore swimming is at one's own risk.

Pool and hot tub hours and basic usage rules are prominently posted pool-side and are to be strictly observed.

Unit Owners (or adult Lessees) hosting minors bear sole responsibility for the supervision, conduct and safety of those minors.

No incontinent persons are allowed in the pool or hot tub. Infants and toddlers must wear pool diapers.

Florida statutes require that all persons must shower and remove oil preparations before using the pool or hot tub.

All users should enter through the mezzanine entrance only. Footwear and appropriate body cover must be worn in the hallways and elevators. Pool and Spa users, especially small children should be towel dried prior to entering the tile corridors of the building. Those returning to their units from the beach, pool or tennis courts must use the Service Elevator.

No food or beverage is permitted within four (4) feet of the pool or spa perimeter. The use of glass containers for food or beverages are strictly prohibited on the pool deck.

Persons using the pool area must at all times be considerate of others, including residents of nearby Units in the building. Boisterous, or any other obnoxious behavior, and excessive noise will not be tolerated.

No radios, CD players, cassette players, MP3 players, TV's or similar devices shall be listened to in the pool, or spa, or on the pool deck except through headsets.

No floating objects of any kind are allowed in the spa and none are allowed in the pool, except so-called noodles, small training kickboards and therapeutic or safety devices that are attached to the user. Pool toys must be removed from the pool deck by dusk each day.

## **SALES**

An Owner proposing to sell his or her unit is required to make application for Board approval on the approved form, available in the office, at least 30 days in advance of the proposed closing date. This application must include a copy of the fully-executed proposed sales agreement as well as the \$100.00 transfer approval fee.

Signage and Showing of Units: The Board is concerned about maintaining close security within The Stratford.

Open Houses are permitted at The Stratford. Realtors and Unit Owners must notify the Stratford Management Office at least 5 days prior to the Open House. Realtors must secure their own access control staff for the dates requested. Unit Owners must sign the Staff Authorization Form authorizing the Open House Date.

No Open House visitors will be permitted in the building without a licensed Realtor or Unit Owner at any time. Unit Owners or Realtors must meet their visitors at the main lobby entrance when arriving, escort

them at all times and return them to the entrance when leaving. At no time shall the doors at the Stratford be “propped open” for any reason.

Realtors must complete a form kept by the Management appointed Staff Member that shows their company name, unit number(s) for which they placed advertisements in the paper, and a phone number where they can be reached during the Open House. Forms are available on the Stratford website [www.stratfordpb.com](http://www.stratfordpb.com).

All solicitation for the purposes of marketing the unit must occur within the unit and not in the common areas of the building.

Open House hours are to be scheduled from the hours of 12:00 noon to 5:00pm and limited to SUNDAY ONLY.

No food or beverages will be served while in the common areas of the building.

All Realtors and visitors must park their vehicles in the guest parking outside the building.

One (1) sign meeting with Pelican Bay Association specifications is permitted on Pelican Bay Blvd. and another is permitted at the property entrance on Crayton Road/Turtle Bay Drive. These signs serve to advertise for all Realtors. The Access Control Staff will remove any sign found in violation.

Visitors will be greeted and registered in the lobby by the realtor provided Access Control Staff and will be directed to the elevators. Only units on the form of “OPEN HOUSE” are allowed to be viewed by visitors. Realtor will accompany only one family at a time.

Units may be shown by appointment only. Prospective purchasers and/or lessees must be met at the front entrance by either the Owner of the unit or the Owner’s agent and accompanied to and from the unit to be inspected, returning them to the front entrance at the conclusion of the appointment.

For an initial listing, the viewing of a unit may be conducted by agents in groups. The number of agents so permitted shall be limited to ten (10) persons, and parking is permitted only in the front parking lots. Viewings must be scheduled in advance with the Stratford Manager, who shall be provided with the specific timetable and the names of agents in the group.

All Owners using the services of a realtor or an agent such as an attorney are responsible for his/her strict compliance with these regulations.

## **SECURITY**

In order that the Manager can access any Stratford unit in the event of an emergency (physical to the occupants or mechanical to the equipment), the main entrance to each unit must, without exception, be accessible to the Manager by the Association’s master key. This is also a requirement of the Collier County Fire Code.

The lobby and all other common element exterior doors must be kept locked at all times. To allow someone into the building after they call on the intercom phone and are positively identified, press “6” on the unit’s phone. Contractors and Service Personnel must enter and leave through the Service Entry and must register with the Office en route each way.

FOBs or entry keys to the building must not be given out to anyone, including Contractors, Service Personnel or realtors. If an Owner wishes the Manager to admit someone in his or her absence, details must be submitted in writing in advance to the Manager.

These regulations regarding FOBs and keys are to prevent strangers from securing access to The Stratford that would jeopardize the safety and security of those living at The Stratford. It includes delivery persons, decorators, realtors, repair persons, cleaning persons and all those who require access to the building in order to carry out their assignments.

Owners meet delivery personnel at the front door. After office hours and on weekends, Owners must meet delivery personnel at the front door. These rules are to prevent unauthorized people from having unsupervised access to the building. UPS, FedEx and Amazon have access credentials so that packages can be delivered to the mailroom when the office is closed

Any suspicious activity in hallways, garage, at the pool, etc. should be reported to the Manager immediately so that it may be promptly investigated.

### **SHUTTERS AND WINDOW TREATMENTS**

All shutters must conform to Stratford specifications, copies of which are available in the Manager's Office. All draperies, blinds or other window treatment which face the outside of the building must be white or ivory.

### **SMOKING**

Smoking is prohibited except in the Service Parking Area.

### **STRATFORD ROOM**

The room is intended for adult family relaxation and for special events.

The Board recognizes that occasionally exclusive use of the Stratford Room may be beneficial to one or more Owners for events such as family celebrations, reunions and holiday parties. Guidelines are established in order to provide this flexibility without unduly impacting the other Owners.

The Stratford Room may be reserved by any Unit Owner or Lessee for private social functions. The reservation may be used between the hours of 8:00am and 10:00pm and may not exceed 14 (fourteen) hours of duration. Reservation dates may have to be forfeited for an Association sponsored event.

A deposit is required for all private reservations. If there is excessive cleanup required by the Association staff, the cost will be deducted from the deposit at the discretion of management. The Owner making the reservation is responsible for any additional clean up or repairs due to damage caused during the event that are in excess of the deposit amount.

This room is a non-smoking room, as are all common areas at The Stratford. Shoes and shirts are required. No bathing attire or wet clothing is allowed. This application is for the use of The Stratford Room only and does not include the use of any other Stratford facility.

Set up for any reservation event will be permitted only after 12:00 noon the preceding day.

The Owner making the reservation must be in attendance during the entire time of the event and understands that he or she will be responsible for any damage done by the caterers, servers or guests. The Owner agrees to hold The Stratford harmless from any liability arising from use of the room, including the use of alcohol.

If an outside caterer is used, the Owner making the reservation is responsible for obtaining their business licensing, insurance certificate outlining their liability, workman's compensation and automobile

insurance and their liquor license if alcoholic beverages will be served to the guests by the caterer. This documentation must be provided to the office in advance of these vendors entering the premises.

#### The Stratford Room Use Procedures

- The Stratford Room is a Social Room (not a substitution for a private living room).
- Children under 18 will not be allowed in The Stratford Room unless accompanied by a parent or guardian.
- Board Meetings and Stratford Special Events as designated by the Board of Directors (e.g. Super Bowl, NBA Finals, World Series, Kentucky Derby, and other major events) will take precedence over other requests. **An event calendar will be posted and distributed to residents on a periodic basis.**
- The Stratford Room may not be reserved for private use on public holidays as determined by the Management Office. Holiday periods are high traffic periods and The Stratford Room is open to the full ownership during these times with no expectation of exclusive use.
- A Reservation Form must be completed and submitted to the Management Office for events and family gatherings. Event reservation requests will be accepted no earlier than 60 days in advance and will require a deposit. **Reservations are taken on a first come, first serve basis.**
- Small groups of eight (8) or less people and/or groups not serving food or drink, who desire exclusive use of the Stratford Room may complete a Reservation Form but will not be required to provide the deposit.
- Reservations for any one Unit Owner are permitted for a maximum use of three (3) times per year, with a maximum of two (2) times in high season (November 15 to April 30).
- The Resident who has reserved the room will be responsible for any clean up and repairs necessary due to damage.
- All furniture must be in the same position and condition as originally found. The refrigerator clean and emptied and any trash should be placed in the proper containers. The room will be inspected and must be reset within 24 hours of the event.
- Audio/Visual Equipment must be signed-out (prior to use) and returned to the Management Office in the same condition.  
The kitchen is a catering kitchen; it may not be used for personal food storage or personal cooking.

The Association may deny any request that is not considered appropriate use of this room. No “guest” may reserve this room.

#### STORAGE LOCKERS

Each Unit is assigned one (1) storage locker in the common storage room located on the ground floor North side. No storage is permitted outside or on top of the lockers. All items found outside of the lockers, or on top of the lockers will be removed from the storage area by the Association. Items not claimed within 14 days of their removal will be discarded.

No storage is available for large and bulky items that don’t fit in the Storage Locker.

For safety and insurance reasons storage areas must be kept neat and clean. Place nothing in the aisles. The storage of explosive and flammable materials is prohibited in the storage lockers or rooms. This includes non-latex based paint, paint thinner, aerosol cans, cleaning fluids, gasoline, excelsior and other packing materials, ammunition and liquor.

#### TENNIS / PICKLE BALL COURTS

The courts may be used from 8 a.m. until dusk. Athletic shoes and proper attire are required.

## **THERMOSTATS**

Only the Manager is authorized to change the settings on The Stratford's hallway or common element room thermostats.

## **TRASH**

Trash chutes should be used only after 8 a.m. and no later than 8 p.m., and then only for general, easy-to-compact refuse or garbage not suitable for the kitchen disposal. Such refuse and garbage must be well sealed in heavy plastic bags, which are provided in the trash room on each floor.

Any item producing a strong odor must be double bagged before being placed in the chute.

Cardboard boxes, glass, magazines, and phone books must not be dropped down the trash chutes but be placed in the recycle bins located in the Service Bay.

Recycling materials, including but not limited to plastic beverage bottles, steel food cans, aluminum beverage cans, and glass containers (clear, green and brown) must be placed in the appropriate recycling containers located in the Service Entry. Cardboard boxes must be flattened. No plastic bags please.

Under no conditions should glass, cardboard, bulky items, or loose newspapers be dropped down a trash chute. Special receptacle in the Trash Room on each floor is provided for newspapers only.

Owners must make arrangements with management for the disposal of unwanted furniture.

During the Holiday Season when disposing of live Christmas trees Owners are responsible to bag them in plastic and take down to the garage level using the Service Elevator. Trees should be placed in front of the dumpsters located in the Service Bay. Christmas paper should be put in a trash bag and taken down to the trash room instead of throwing the bag down the chute to avoid a major problem.

## **UNIT OWNER ACCESS**

Unit Owners may change the entrance door lock or have it rekeyed after consulting with the Manager.

Unit Owner must provide the Manager's Office with a copy of the new key and have it keyed to the master.

The Manager must be provided access to all Units for pest control, repair of common facilities and in response to any emergency.

The Association's Manager is authorized and required to enter and take immediate remedial action in any Unit if there is any evidence of fire, water leakage, pest problem or electrical fault that may endanger other Units or the Common Elements.

## **UNIT CLOSE-UP PROCEDURES**

Although each Unit Owner may have a personal individual schedule for close up, review and follow the Unit Close-Up Procedures Checklist that can be obtained in the Manager's Office. The procedures should be followed when leaving for extended periods of absence.

## **VIOLATIONS**

The Board may impose fines in accordance with their power under Florida Condominium Act and the Stratford Bylaws and (Florida Statute Section 718.303 (3)). No fine may be levied except after giving reasonable notice and opportunity for a hearing before a committee of other Unit Owners.

## **MISCELLANEOUS**

No water beds or water furniture are permitted in the building.

Live Christmas trees are permitted only if pretreated with fire resistant materials.

The Association does not assume responsibility for the security or condition of unoccupied units or their contents, or unattended vehicles left on the premises in the Owner's absence.

To ensure that adequate parking close to the building is available to residents, valet parking will be permitted only with the Manager's prior approval.

Skateboarding and roller blading are not permitted inside the building or at the pool deck.

Official Records Request Form

**EXHIBIT A**

**THE STRATFORD AT PELICAN BAY CONDOMINIUM ASSOCIATION, INC.**

**OFFICIAL RECORDS INSPECTION REQUEST FORM**

I, the undersigned owner and member of **The Stratford at Pelican Bay Condominium Association, Inc.**, request to inspect the following listed Official Records of the Association:

Official Record

Date of Official Record (If Known)


Date of this Request: \_\_\_\_\_ Date of My Last Request: \_\_\_\_\_

Name of Owner/Member Making Request: \_\_\_\_\_

Signature of Owner/Member Making Request: \_\_\_\_\_

Mailing Address of Owner/Member: \_\_\_\_\_

Only one (1) request may be made per calendar month. The same records may not be requested more than one (1) time within the previous twelve (12) calendar months. No request is valid unless made in writing using this Form. No request is valid until this Form is completed in full and received by the Association. A new Form must be completed for each new records request. Please mail by U.S. Certified Mail or hand deliver your request to 5601 Turtle Bay Drive, Main Office, Naples, FL 34108, Attn: Manager. Email requests will not be accepted.