



THE STRADA AT MERCATO CONDOMINIUM ASSOCIATION

THE STRADA AT MERCATO RULES AND REGULATIONS

Adopted by the Board of Directors on 4/1/23

Overview

This is a summary of the important aspects of the rules, regulations, conditions, restrictions, and responsibilities governing ownership and/or residence in The Strada at Mercato. These Rules and Regulations are developed and distributed for the information and convenience of the owners, residents, tenants, invited guests, and invited visitors, which are presumed to have read, understood and agreed to these Rules and Regulations.

For comprehensive information, consult The Strada at Mercato Declaration and Bylaws of The Strada Condominium Association.

Rules and Regulations

1. Common Areas

- 1.1. Smoking is not permitted in any enclosed common areas.
- 1.2. A luggage trolley and grocery cart is stored just inside the building from secured parking on the Mezzanine and second floors of each building. Return these items to the designated locations promptly after use. Carts owned by The Mercato merchants, such as Whole Foods, should never be left inside or outside the condominium buildings.
- 1.3. Entry doors should never be propped open.
- 1.4. Furniture and fixtures in the common areas are not permitted to be removed.
- 1.5. In order to preserve the design integrity and uniformity of the hallway decor in The Strada, residents may not decorate, adorn, or place signs on unit doors or place any items in the hallway outside their unit, including but not limited to plants, door mats, etc. Exceptions include small articles to express a religious expression which may be attached to the door frame, e.g., Mezuzah, and holiday decorative item(s) during the period November 26th through January 2nd, attached to the door by non-permanent means.

2. Clubhouse and Amenities Deck

2.1. General

- 2.1.1. Use of the facilities is for owners, residents, and tenants. Invited guests and invited must be accompanied by the owner, resident, or tenant.
- 2.1.2. Minors are not permitted in the Clubhouse or on the Amenities deck unless accompanied by an adult.
- 2.1.3. Glass is not permitted on the Amenities Deck; i.e., bottles, glassware, plates, etc.
- 2.1.4. Music and public address systems must comply with county code regarding noise decibel restrictions and evening cut off time.
- 2.1.5. Lights, TVs, music, fireplace, fire pit, etc. must be turned off when no longer in use.
- 2.1.6. Wet pool attire is never permitted in the Clubhouse or fitness center.

2.1.7. Personal items should never be stored or left in any of the common areas including the fitness center.

2.1.8. The Clubhouse fireplace is gas fired and ignited with an electronic remote-control unit. Do not ignite in any other manner.

2.1.9. Use of the Clubhouse and Amenities Deck is on a shared basis. Owners and tenants are responsible for cleaning and incidental damage. Use of the Association's janitorial services is encouraged and can be reserved in advance by contacting the Property Manager. Basic services and additional carpet cleaning begin at \$150 each.

2.1.10. The facilities must be cleaned and returned to original condition **immediately** following the event; to include:

- 2.1.10.1. Clean spills immediately
- 2.1.10.2. Dishes and kitchen utensils loaded into dishwasher and started
- 2.1.10.3. Empty dishwasher and restock cabinets by mid-morning next day
- 2.1.10.4. Wipe down tables, chairs and counters
- 2.1.10.5. Rinse discarded ice down the drain
- 2.1.10.6. Return unused supplies to storage cabinet
- 2.1.10.7. Discard unused items from refrigerator
- 2.1.10.8. Personal food, drink, condiments, etc. may not be stored in the common area kitchen nor bar area
- 2.1.10.9. Vacuum/mop floors as needed

2.1.11. Additional costs for cleaning/repairing/replacing carpet, tiles, upholstery, or other furnishings may be assessed against the responsible owner and/or tenant if deemed necessary by the Association, which shall be considered an assessment against the unit as provided in the condominium documents if not paid.

2.2. Reservations

2.2.1. Private, non-commercial use of the Clubhouse or Amenities Deck may be reserved by owner/tenant on a first come, first served basis, for exclusivity or for larger groups. The Clubhouse limit is thirty-two (32) seated and one hundred (100) standing. The Amenity Deck limit is one hundred fifty (150). Exception to the limit must be approved by the Association Board of Directors. Reservations are made to the Property Manager.

2.2.2. The sponsoring owner/tenant must be present in attendance at the event. The Clubhouse/Amenity Deck may not be offered for exclusive use by a non-owner or non-tenant.

2.2.3. The Property Manager can arrange for security accommodations such as entry code and unlocking Clubhouse doors. Outside entry doors may never be permitted to be unsecured.

2.2.4. A cleaning deposit of \$150 is required and payable at the time the reservation is made. An event sponsored by The Association does not require the deposit. Management will determine if the facilities are left in adequate condition and return the unused portion of the deposit.

2.3. BBQ Grill Area

2.3.1. Use of the BBQ grills is not permitted without adult supervision.

2.3.2. Clean grill grids with grill brush and replace cover after the grill is cool.

2.4. Fire Pit Area

2.4.1. Use of the fire pit is not permitted without adult supervision.

2.4.2. Replace cover after the fire pit is cool.

2.4.3. Do not place objects in the fire pit.

2.4.4. Do not remove glass beads from fire pit.

2.5. Fitness Center/Gym

2.5.1. All use of the fitness center is at the user's own risk.

2.5.2. Use under age 16 is prohibited unless supervised at all times by an adult.

- 2.5.3. Equipment must be wiped down after each use and returned to original position.
- 2.5.4. Lights and TVs should be turned off when you leave, and the thermostat returned to setting of 75 degrees.
- 2.6. **Pool/Spa**
 - 2.6.1. No diving or jumping from the sides of the pool or fountain.
 - 2.6.2. No unsafe horseplay.
 - 2.6.3. All pool lounges, chairs and other upholstered furnishings must be covered with a towel when sunscreen or lotions are being used.
 - 2.6.4. All pool lounges, tables, chairs, and umbrellas should be returned to the original position.
 - 2.6.5. Children in diapers are not permitted in the pool/spa.
- 3. **Sanitation & Cleanliness:** Garbage should be securely bagged and dropped down the common area trash chutes located on each floor. Only items contained in a 13-gallon (or smaller) trash bags should be used. No cardboard pizza boxes are permitted to be dropped down the common area trash chutes. Recycling refuse should be carried to the recycling bins on the first floor, accessible through the rear main elevator door. All large cardboard boxes should be broken down to lie flat and left in the recycle room by the bins.
- 4. **Units:**
 - 4.1. **Registration and Move-In/Move-Out:** In the event that the owner/tenant is not present, the owner/tenant will notify the Property Manager in advance when a guest is on the premises. All move-ins and move-outs must be reserved at least two (2) days in advance by contacting Management Staff. All moving companies and personnel must register upon arrival with the Management Staff. The Property Manager or Management Staff shall inspect all affected common areas (i.e., elevators, hallways, loading space, etc.) before and after any move-in or move-out. When moving in or moving out, the elevators used shall be padded at all times to prevent damage. The Owner is responsible for all costs associated with cleanup or repairs occurring during the move-in/move-out process. It is recommended that all buyers and new tenants receive an orientation package with these Rules and Regulations, as amended from time to time. Further, prior to move-in, there may be a personal orientation conducted by Management Staff or a member of the Board of Directors.
 - 4.2. **Leasing:** Association approval is required for all leasing of units in the Strada.
 - 4.2.1. A background and credit check will be ~~done~~ performed on all prospective tenants, as part of the normal process. The owner is responsible for the related fees.
 - 4.2.2. Owners are jointly and severally liable for the actions of their tenants and any damage, expense or loss incurred by the association to correct any violations. Owners who lease their Unit must include in their lease agreement that the tenant agrees to abide by the association's rules and restrictions and that any violations thereof shall be grounds for the association to terminate the lease, evict the tenant under Chapter 83, Florida Statutes, and recover attorney's fees so incurred from the owner and/or tenant. If the lease agreement does not contain such an agreement, it shall be deemed to include it. All owners agree to provide a complete set of these rules and regulations to their tenant prior to occupancy.
 - 4.2.3. Any current lease may be extended for 1-2 months does NOT need to reapply with Tenant Evaluation but the Owner does need to formally instruct management on the change. If the lease is extended more than 2 months, a full application must be submitted.
 - 4.2.4. All Owners are required to have the lease completed through Tenant Evaluation to provide management with a Credit/Background/Reference checks. Applications through Tenant Evaluation may not exceed 1 year.

- 4.3. **Construction/Deliveries:** Repairs, construction, remodeling, decorating, alterations, furniture, large appliances, equipment, and other deliveries may be carried out only Monday through Friday between the hours of ~~7:30~~ 8:00 a.m. and ~~3:30~~ 4:00 p.m. The Property Manager is to be notified of deliveries of furniture and other large items in order to prepare the freight elevator. Access to the freight elevator is via the loading zone behind the main freight elevator. Owners are responsible for ensuring that their contractors or delivery personnel maintain clean and unobstructed hallways and common areas; and are also liable for any damage caused. Management Staff shall inspect all affected common areas (i.e., elevators, hallways, loading spaces, etc.) before and after any deliveries. The elevators shall be padded by the contractor or delivery personnel to prevent damage to same. All moving company and delivery personnel must register upon arrival with the Management Staff. The Owner is responsible for all costs associated with cleanup or repairs occurring during the construction or delivery process.
5. **Responsibility for Damage:** Owners are financially responsible to the Association for damage to The Strada common areas by themselves, families, tenants, guests, or visitors.
6. **Outside Appearance**
- 6.1. Gas grills are provided for use on the Amenities Deck. Gas and/or charcoal-fired grills, heaters or other apparatus are not permitted on Unit balconies and terraces.
- 6.2. Bird feeders should not be placed on or hung from the balconies and terraces.
- 6.3. Flooding or hose washing of the balconies and terraces is prohibited.
- 6.4. Nothing may be thrown to or from a balcony or terrace.
- 6.5. Owners are responsible to remove all items in a weather emergency issued by the National Weather Service.
7. **Vehicle Parking:** Unit owners are assigned secured parking. Unit owners, residents, tenants, guests, or visitors may not park in secured spaces not assigned to their Unit. Failure to comply will subject the vehicle owner to fines and/or towing at their expense.
8. **Pets:** Pets should not be allowed to enter the swimming pool. Pets are also not permitted in the Clubhouse or fitness center.
9. **Garage Speed Limit:** The maximum speed limit for the parking garage is ten (10) mph.

Important Excerpts from *The Strada at Mercato Declaration*

9. **Common Areas**
- 9.1. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit owners. {*The Strada at Mercato Declaration – Section 9.2 Use Restrictions - Common Elements*}
10. **Sanitation & Cleanliness**
- 10.1. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to occupants, or which interferes with the lawful and proper use of the Condominium Property by occupants. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property. {*The Strada at Mercato Declaration - Section 9.3 Use Restrictions - Nuisances*}

11. Units

11.1. **General**

11.1.1. Each of the units shall be occupied only by a single family, that family's domestic and guests, as a residence and for no other purpose. A single family is one natural person, a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of domestic help), or not more than two adult persons not so related who reside together as domestic partners. Guests may occupy a unit when either the unit owner or his approved lessee are not in residence. A guest is any person who is physically present in the unit on a temporary basis at the invitation of the unit owner without consideration (not to exceed ten days). No more than two (2) guests are permitted in a unit at any time. No Unit may be divided or subdivided into a smaller unit.

{The Strada at Mercato Declaration - Section 9.1 Use Restrictions – Units and Section 9.5 Use Restrictions – Leasing and Guests}

11.1.2. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification, or repair of the Condominium Property shall be that of those responsible for the maintenance and repair of the property concerned. *{The Strada at Mercato Declaration - Section 9.4 Use Restrictions - Lawful Use}*

11.2. **Leasing:** No Unit owner may dispose of a Unit or any interest in any Unit by lease without approval of the Association. After approval by the Association, entire Units may be rented provided the occupancy is only by the Lessee and his family, his servants, and guests. No rooms may be rented, and no transient tenants may be accommodated. ~~No lease shall be for a period of less than thirty (30) consecutive days. Any lease, except to another Unit owner, shall require approval of the Association.~~ *{The Strada at Mercato Declaration – Section 9.5 Use Restrictions – Leasing}* No lease term shall be for a period less than ninety (90) consecutive days and no lease term shall be for a period more than one (1) year. Owners are not permitted to lease a unit until at least twelve (12) months from the date of taking title to the unit. During the twelve (12) month holding period, the Unit must be occupied by the unit owner or the unit owner's family. *{The Strada at Mercato Declaration - Section 9.5 Use Restrictions – Leasing and Guests}*

11.3. **Sale:** No Unit owner may dispose of a Unit or any interest in any Unit by sale without approval of the Association, ~~except to an existing Unit owner.~~ *{The Strada at Mercato Declaration - Section 11.(a) Transfers Subject to Approval - Sale}*

11.4. **Ownership:**

11.4.1. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association. *{The Strada at Mercato Declaration - Section 11.1 (d) Transfers Subject to Approval - Devise or Inheritance}*

11.4.2. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association. *{The Strada at Mercato Declaration - Section 11.1 (c) Transfers Subject to Approval - Gift}*

11.4.3. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Association. *{The Strada at Mercato Declaration - Section 11.1(e) Transfers Subject to Approval - Other Transfers}*

11.5. **Access:**

11.5.1. The term "Common Elements," as used herein, shall mean and comprise all of the real property of the Condominium except Units including: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or

fixtures for that furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith requires for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium. {*The Strada at Mercato Declaration - Section 5.2 Definitions - Common Elements*}

11.5.2. The Association (as defined at paragraph 5.4 below), has the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to the declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Furthermore, the Association has the authority to limit the access to and use of all service equipment areas, maintenance areas and roof areas used for machinery and equipment and may limit access to the areas identified as Common Elements only for the purpose intended. {*The Strada at Mercato Declaration - Section 5.2 Definitions - Common Elements*}

11.5.3. Association means THE STRADA CONDOMINIUM ASSOCIATION, INC. {*The Strada at Mercato Declaration – Section 5.4 Definitions - Association*}

11.5.4. In the event Unit owner fails to comply with its maintenance, repair and replacement obligations, the Association may, but shall not be obligated to, perform the necessary maintenance, replacement and repairs on behalf of Owner. In such event, the Owner shall pay to the Association the costs incurred by the Association in performing such maintenance, replacement, or repairs. The Association shall have an easement for access to perform such maintenance, replacement, or repairs. {*The Strada at Mercato Declaration - Section 12.3(d) Unit Owner Maintenance - Unit Owner's Responsibility*}

11.6. **Floor Surface:** Hard surface floor materials, other than those originally installed by the Developer, such as vinyl or ceramic tiles, may not be applied to the floor surfaces of any portion of the Unit unless there is an approved form of some sound deadening or sound insulation material meeting a minimum IIC rating of 48 according to the ASTM standards E989- 89 and E492-90, or the current versions of these standards, on a slab specimen that delivers a IIC rating of 27 with no other materials, placed between such flooring and the unfinished floor surface of the Unit. Said hard surface floor materials must be approved in writing by the Association prior to their installation. The Association may require, at Unit owner's expense, that a structural engineer review the proposed installation of any improvements or heavy objects. {*The Strada at Mercato Declaration - Section 9.6 Use Restrictions - Floor Surface*}

11.7. **Air Conditioning Unit(s):** Each Unit owner(s) shall have an annual maintenance service performed on the air conditioning unit(s) serving their unit(s) by a licensed and insured air conditioning contractor.

11.8. **Unit Water Supply:** All unit owners are required to turn off their water valve when they will be away longer than 48 hours. This puts the entire unit- toilets, sinks, ice makers, water heater at zero water pressure, virtually eliminating the risk of flood damage to your unit/ hallways/neighboring units. Failure to have proper validation of the unit's water supply in the off position will lead to the owner being responsible for any damages to the common areas.

12. **Outside Appearance**

12.1. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by majority vote shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace,

reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior Unit or building wall, or (3) cover, from the interior side or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on any terrace, the exterior of any Unit or the building, any screens or glass, or any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or Condominium Property so that it thereby differs in appearance from any other Unit or portion of the Condominium Property. {*The Strada at Mercato Declaration - Section 15.1 Alterations of and Improvements to Units and Common Elements - Units*}

12.1.1 Unit construction projects, likely to disturb neighboring units, may only be performed during the period May 2nd through October 30th of any given year and may not be performed on Saturdays, Sundays, or legal holidays. Exceptions are painting, wallpapering, carpeting, appliance other than repair/replacement, minor plumbing repairs and/or plumbing hardware repairs/replacement and other "soft" construction projects not likely to disturb neighboring units which may be performed throughout the year. Deliveries and construction work should always be limited to the hours of 7:30 am to 3:30 pm and contractors must use the main freight elevator. An exception to these requirements may be approved by the Board of Directors on a case by case basis where damage or casualty loss require immediate repairs in order to make the unit habitable, or where the work required will be of a very short durations, i.e. one to three days.

12.2. No signs, advertisements or notices of any type and no exterior antennas or aerials shall be placed or erected upon the Common Elements, nor shall the same be placed or erected within Units if visible from outside the Unit. Provided, however, the Board of Directors in their regulations may vary these requirements. Notice of Mercato-based or sponsored events have been approved by the Board of Directors for posting in The Strada bulletin boards. {*The Strada at Mercato Declaration - Section 9.9 Use Restrictions - Signs*}

12.3. The backing of all drapes and the exterior surface of all window coverings visible from the outside of any Unit shall be off- white in color. The Board of Directors may adopt hurricane shutter specifications pursuant to F.S. 718.113 and use regulations which must be followed by all owners. No Unit owner shall cause anything to be applied or attached to, hung, displayed or placed on the exterior walls, doors or windows of any building (including awnings, signs, storm shutters, screens, furniture, fixtures and equipment) without the prior written consent of the Board of Directors of the Association. Notwithstanding the foregoing, Unit owners may display one portable removable United States flag in a respectful manner, without the need for Association approval. Private terraces, entry terraces, balconies, loggias, and sun decks within a Unit or which are Limited Common Elements appurtenant thereto, may be used only for recreational purposes and may not be improved except as permitted hereby. Such areas may not be used for hanging laundry and may not be enclosed, painted or the color or appearance otherwise altered by the owner except with the prior written consent of the Board of Administration of the Association. The Unit Owner shall be responsible for the maintenance and repair of any surface coating with the Owner shall apply to a terrace, and the Owner may only apply surface coatings and/or materials with written consent of the Association. {*The Strada at Mercato Declaration - Section 9.11 Use Restrictions - Exterior Improvements and Terraces*}

13. **Children:** Children shall be closely supervised at all times by an adult to ensure that they do not injure themselves or become a source of annoyance to other residents of the Condominium. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest or other adult who is responsible for a particular child remove him or her from any

Common Element area if the child's conduct is such that the Board believes this action is necessary. {*The Strada at Mercato Declaration - Section 9.7 Use Restrictions - Minors*}

14. **Pets:** Household pets (not to exceed two (2) in number) may be kept in a Unit; provided they are kept on a leash while outside their owner's Unit. In the event that any pet is kept on the premises, including a dog, should constitute a nuisance in the opinion of a majority of the Board of Directors, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises. Dogs may be taken off their leashes while in the dog run but must be personally supervised by an adult at all times. Owners must clean up after their pets. {*The Strada at Mercato Declaration - Section 9.8 Use Restrictions - Pets*}

Amended and Adopted by the Board of Directors on 2/11/2025