TAMARYND PLACE CONDOMINUM, INC.

RULES AND REGULATIONS 2023



Board of Directors 16 Jan 2023

Tamarynd Place Condominium, Inc. (a Florida Corporation not for Profit)

Amended and Restated_Rules and Regulations

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general supersede all prior rules and shall be deemed in effect until amended as provided by the By-laws of the Association and shall apply at all times and all Owners must obey said Rules and Regulations and must see that they are obeyed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other unit owners pursuant to the terms of the Declaration of the Condominium, the Articles of Incorporation, the By-laws of the Association and Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court costs incurred by it, together with reasonable attorney's fees. Any waivers, consents or approvals, given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of giving such waiver, consent or approval.

The Rules and Regulations are as follows:

1. UNIT IMPROVEMENTS:

The Architectural Review Committee must approve all requests for unit modification. Form is available on the Association website.

2. AIR CONDITIONING:

No air conditioning equipment other than the type of equipment originally in the unit is permitted, including wall or window air conditioning units, without the prior written consent of the Board.

3. ANTENNAS, SATELLITES AND WIRING:

No antennas, satellite dishes, aerial devices or wiring may be placed or installed on the exterior of a building or unit without the written consent of the Board.

4. BUILDING EMPLOYEES, CONTRACTORS AND THEIR EMPLOYEES:

No unit owner or member of his or her family or guests shall give orders or instructions to building employees, contractors, or their employees, but shall express his or her desires to the person designated for

this purpose by the Board.

5. CHILDREN:

Each unit owner shall be solely responsible for the actions and any damage caused by his or her children or children visiting him or her. Unit owners shall be responsible for and require their children and visiting children to comply with all rules and regulations concerning the recreational facilities. Children under the age of (12) years of age shall not be allowed in the pool and deck area, unless accompanied by an adult, at all times.

6. CLEANLINESS:

Each owner shall maintain his or her unit, and especially the exterior of his or her unit, in a clean and orderly manner, and in a manner which will not be offensive to any other owner.

7. COMPLAINTS:

All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board, or to a member of the Board.

8. CONDUCT:

No person shall engage in loud and boisterous or other disorderly or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units or in, or on any common elements.

9. DAMAGED COMMON ELEMENTS:

The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his or her guests or invitees, shall be the sole responsibility of such unit owner.

10. DELIVERIES:

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association, and all parties delivering to such employees and all parties intended to be the recipient of items so delivered, hereby, assume alt risks of theft, conversion, disappearance, loss and damage of and to such items.

11. EXTERIOR APPEARANCE:

No improvements may be made or placed upon the exterior of the unit or any of the common elements of the Condominium without prior written consent of the Board. Any consent of the Board to any improvement

to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

12. FLAMMABLE MATERIALS:

No flammable, combustible or explosive fluid, chemical, or substance shall be kept within any portion of the Condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

13. FLOOR COVERINGS:

If any unit is located above another unit, all floor surfaces must be created with an underlayment soundproofing material of at least ¹/₄ inch thick cork underlayment or Proflex 90 or its equivalent. This sound proofing material must be installed prior to the installation of the finished flooring. This includes all types of tile, marble, and wood flooring. Any other type of soundproofing must be approved in writing by the Board. Any complaints by unit owners below second floor units that have recently had flooring installed without soundproofing, could result in removal of all floor coverings installed without the soundproofing.

14. GUEST OCCUPANCY:

a. Guest with unit owner:

A guest is defined as a non-paying visitor. Units are for residential use only. Occupancy is limited to two (2) adult persons per bedroom.

b. Guest without unit owner's presence:

Unit owners who invite guests to use their unit in the absence of the owner are required to advise the Manager or Board of such permission at least twenty (20) days prior to the anticipated arrival date stating names and addresses of each guest and the anticipated dates of occupancy. The maximum number of days to occupy the unit is thirty (30) total days annually. Each visit is treated as a new visit with all reporting requirements. It is incumbent that the unit owner provides a copy of Tamarynd Rules and Regulations displayed in a conspicuous location in the unit for all guests. Form is available on the Association website.

c. <u>Immediate family:</u>

Immediate family members are exempt from guest restrictions. Immediate family is unit owners' spouse, adult children, parents or parents-in-law. The Board needs to be notified twenty (20) days prior to use using the Notification of Family Occupancy Form. Form is available on the Association website.

15. GUNS:

No guns shall be permitted to be discharged on any portion of the Condominium property, including the common elements and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns, air guns and slingshots.

16. HURRICANE PREPARATION:

Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his or her unit prior to his or her departure by:

- a. Removing all furniture, plants and other moveable objects from the exterior portion of his or her unit.
- b. Designating a responsible firm or individual to care for his or her unit should the unit suffer hurricane damage, and furnish the Board, or person designated by the Board for such purpose, with the name of said firm or individual.
- c. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or to the common elements resulting from such failure.

17. INSURANCE RATES:

No unit owner shall permit or suffer anything to be done or kept in his or her unit which will increase the rate of insurance on the Condominium property.

18. MOTORCYCLES:

Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common elements other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the Condominium property any motorcycle or other motor vehicle that in the Board's discretion caused unreasonable noise. Any damages done to the common elements, including but not limited to pavement, as a result of motorcycle kickstands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

19. NUISANCES:

No unit owner shall make or permit any disturbing noises any place upon the Condominium property by himself or herself, his or her family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other unit owners. No stereo, television, radio, sound amplifier audio equipment or any other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the Condominium.

20. OUTDOOR CLOTHES DRYING:

No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung

on the exterior of any unit or on the lanai.

21. OUTDOOR COOKING:

No cooking or barbecuing shall be permitted in any enclosed or screened-lanai, patio, or porch. No grill shall be stored outside rear of the unit at any time, and only the second-floor units may store their grills in the enclosed area in the front entrance providing that it is not visible from the street. All other grills must be used in the driveway ten feet from the building and stored in the garage without the propane tank.

22. PERSONAL INSURANCE:

Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall, or ceiling coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may also be responsible for the payment of any deductible costs under the Association's policy when damage is caused by their negligence. It is recommended that each unit owner obtains individual insurance to cover the foregoing.

23. PERSONAL PROPERTY:

The personal property of a unit owner shall be stored within his or her unit, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

24. PEST CONTROL:

All unit owners are required to permit employees of pest control companies employed by the Association to enter their units to perform pest control services. Any unit owner wishing to engage their own pest control services must supply the Board copies of the service agreements, meeting the minimum Association treatment frequency and sign a waiver indicating they will be responsible for their own service.

25. PETS:

Unit owners may have one cat or dog, not weighing more than 25 pounds at maturity. Tenants are not permitted to have a cat or a dog. Fish, birds, or other small animals confined to a cage or tank are permitted. Permitted pets and animals must be carried or walked on a leash, at all times, outside the units. All animals waste must be removed and disposed of by owners. No pets are allowed in recreational areas. No pet or animal will be permitted to disturb or annoy other occupants. The Board shall have the right to require any pet or animal to be removed from the condominium, which causes an unreasonable source of annoyance to any unit owner or that in the Board's sole and exclusive discretion constitutes a threat to the health, safety or welfare to residents, or if these Rules and Regulations are violated with respect to the pet or animal.

Form is available on the Association's website.

26. PLANTINGS:

A unit owner may not alter the landscape (including but not limited to plants, grass, bushes, trees, etc.) in any fashion (removal, trim, prune, etc.) without prior approval of the Board. Unit owners may plant appropriate annual flowers in existing beds, which abut the unit structure provided the unit owner maintains these beds however once planted the plants become the property of the Association and the Association may remove them.

27. PLUMBING AND ELECTRICAL:

Water closets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down the drains. Electrical outlets and electrical wiring shall not be overburdened. The main water valve should be turned off if the unit is to be unoccupied for more than twenty-four (24) hours. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

28. RECREATIONAL FACILITIES:

Use of the recreational facilities shall, at all times, be solely at the risk of the individuals involved, and in no event that of the Association, or its members. The use of the recreational facilities shall be regulated from time to time by the Board. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of the same. Private use of the recreational facilities shall be arranged through, and only after permission has been granted by the Board. The user of the recreational facilities shall be responsible for any breakage and/or damage caused.

Keys to the King's Lake Tennis Court may be obtained for five (5) dollars. Contact the King's Lake Association for the keys.

29. RESIDENTIAL USE:

Each of the units shall be occupied and used for only residential purposes, not for business, commercial or other purposes that have any discernible adverse impact on the Condominium as determined in the Board's sole and exclusive discretion.

30. RIGHT TO ENTER:

The property manager shall have a key permitting entry into each unit. In case of emergency originating in or threatening any unit, regardless of whether the owner is present at the time, the Board, or any other

person authorized by it shall have the right to enter such unit immediately for the purpose of remedying or abating the cause of such emergency.

31. ROOF:

No person shall be permitted upon the roof of any building without prior consent of the Board. **32.** SERVICE PEOPLE:

No unit owner shall permit any service people whether for the purposes of maintenance, repair, replacement or improvement including but limited to auto detailing, to work in his or her unit or the Condominium property before 8:00 AM or after 6:00PM Monday through Friday and no work is allowed on Saturday, Sunday or on a Federal Holiday, except in the cases of emergency.

33. SIDEWALKS:

Sidewalks, entranceway, passageways, vestibules, and all other portion of the common elements must, at all times, be kept free of obstructions and encumbrances, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, tables, benches or other objects shall be stored or kept in or upon such areas.

34. SIGNS:

One "For Sale" sign, no larger than 144 square inches (1 square foot) may be posted in front of the unit during hours when the unit is open for inspection to the general public. Window advertisement is not allowed. A "For Sale" sign in compliance with King's Lake Association guidelines may also be placed at the community entrance only when the unit is open for inspection to the general public.

35. SOLICITATIONS:

There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

36. SWIMMING POOL:

Members and their guests may use the swimming pool at their own risk in accordance with the rules posted. Pets, glassware, food, beverages and smoking and vaping are forbidden in the pool area. Children under the age of twelve (12) years old are not permitted in or around the swimming pool unless accompanied by an adult. No rafts or floatation devices are permitted when others are using the swimming pool. Breakable containers are expressly prohibited. No diving is permitted in the swimming pool. Anyone using suntan lotion or oil must cover with a towel any lounge chair they are sitting on. All infants and toddlers must wear a rubberized or fitted or waterproof garment over a diaper while in the swimming pool.

37. TRASH AND: GARBAGE

All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designated for such purposes. All cartons and boxes must be broken down and flattened before being placed in the dumpster. All garden clippings and garden material shall be bagged in paper bags or bundled and placed by the north wall inside the dumpster unit. Newspapers must be placed in the recycle bin along with glass and plastic for recycling. This bin must be kept in the garage and placed on the grassy area outside the condo unit after dark on the night before pickup. Large pieces of refuse must be cut to lengths not to exceed four (4) feet before being placed in the dumpster. Depositing refuse around the floor within the dumpster unit will be subject to fines, at the discretion of the Board. Large appliances, such as dishwashers, stoves, refrigerators etc. and furniture such as chairs, tables, couches, mattresses, etc. should not be placed in the trash area unless the Management Company has been called and special arrangements to have it hauled, at a fee, have been made.

38. VEHICULAR AND PEDESTRIAN TRAFFIC:

All vehicular and pedestrian traffic beginning in and/or operating upon the condominium property shall, at all times comply with controlling government laws. All such traffic shall, at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted vehicular traffic shall adhere to a maximum speed limit of 10 m.p.h.

39. WATER-BEDS:

No Water Bed or flotation bedding system is permitted in any unit unless and until the applicable unit owner or resident provides insurance in the Association's name in the amount deemed reasonable to protect against personal injury and property damage which may result therefrom.

40. VEHICLE WHEELS:

No unit owner shall permit a wheeled vehicle, including but not limited to bicycles, mopeds, skateboards, carriages, and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic on common property. Each unit is permitted a maximum of two (2) vehicles. Any additional vehicle(s) to be parked on common elements requires permission on an exceptional basis from the Board.

41. WINDOW, DOOR AND BALCONY TREATMENTS:

No awning, canopy shutter or other projection shall be attached to or placed upon the outside walls or doors or the roof of the condominium buildings without the prior written consent of the Board. Terraces, balconies, lanais, porches or patios may not be enclosed, which includes the screening of the same, nor may anything be affixed to the walls within such terraces, balconies, lanais, porches or screens, decorative panels, window or door coverings attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit, without prior consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful material, and no newspapers, aluminum foil sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. Except for white or light earth-tone window coverings may be removed if the color of the same is unsightly in the Board's discretion. No windows shall be tinted, and no tinted glass shall be installed, and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.

42. CHRISTMAS/HOLIDAY DECORATIONS:

Decorations may be put out only during the Christmas season from December 1 through to January 7. All decorations must be taken down by the 7th of January. Flashing lights will not be permitted and no decorations will be allowed on the roofs at any time. Light fixtures must not be nailed to any of the outside portions of the buildings. Inflatable decorations are not allowed.

43. GARAGE DOORS:

Garage doors will be closed at all times, except for the following reasons:

- Entering and exiting the garage
- Painting or cleaning of the garage only on an infrequent basis
- Unloading groceries or other articles from the vehicle
- Washing the vehicle
- Contractor use while working on the unit
- For occasional planting of flowers

44. VEHICLE AND PARKING:

Parking violations are to be reported to the Property Manager of the Association:

- No trucks (including pick-up trucks), commercial vehicles, campers, panel trucks, mobile homes, motor homes, boats, house trailers, boat trailers, and watercraft and trailers of every other description shall be permitted to be parked or to be stored at any place on the premises without written consent of the Board, which may be arbitrarily withheld.
- 2. Trucks must be stored in garages at all times. This rule does not apply to temporary parking of trucks and commercial vehicles on the premises for pick-up, delivery and other commercial services.
- 3. The Association shall maintain the right to issue fines for parking violations and/or to authorize the towing away of vehicles within 48 hours of notification of violation of the parking regulations with the cost and fees, including attorney's fees if any, to be borne by the vehicle owner or violator.
- 4. Garages have been designated as primary spaces and shall not be used for bulk storage, manufacturing or sales areas. From November 1st through April 1st residents must park their vehicles in their unit garage and

second vehicle, if applicable, in the unit driveway before occupying any unmarked visitor parking areas.

- 5. The use of garages and assigned parking spaces may be used by other residents of the association with the written permission of the individual unit owner or if the unit owner is not in-residence.
- 6. Parking on any grassy area is prohibited at all times and vehicles may be towed immediately without notice.
- Unsightly or inoperative vehicles are not permitted in the condominium complex for more than twenty-four (24) hours.
- 8. Vehicles displaying commercial signs, lettering, advertising or are loaded inside or outside with commercial merchandise, equipment or tools are not allowed to park overnight.
- 9. Oil drips and spills from vehicles which cause damage to asphalt pavements in parking lots and driveways are to be wiped up at once. The cost of repairing damaged asphalt from oil or other fluids will be billed to the unit owner responsible for the damage.
- 10. No maintenance or repair shall be performed upon any motor vehicle on condominium property.
- 11. A garage is part of the unit and may not be rented or sold separately.
- 12. Parking areas upon the condominium property shall be used only by residents of the condominium and their guests and invitees.
- 13. Cars used by governmental law enforcement agencies are expressly permitted.
- 14. All vehicles parked on condominium property must be in good condition and in a good state of repair.
- 15. No motor vehicle shall be placed on blocks, jacks, or similar devices, anywhere on the condominium property.
- 16. No motor vehicles shall be parked other than in areas designated for parking.
- 17. Vehicles and vessels including any type of watercraft including but not limited to boats and trailers improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such acts, and/or the owner of the vehicle.
- 18. No vehicle shall be parked in such a manner as to impede or prevent access to another owner's garage or to any parking space. Such vehicles will be towed away immediately.
- 19. Each unit is permitted a maximum of two (2) vehicles. Any additional vehicle(s) to be parked on common grounds requires permission, from the Board, on an exceptional basis which may be arbitrarily withheld.
- 45. CONDOMINIUM SALES OF UNITS:

If an owner intends to sell his or her unit, then at least twenty (20) days prior to the closing, the unit owner shall give the Association:

- a. Written notice of such intention together with the name and address of the intended purchaser and any other information concerning the purchase as the Association may reasonably request.
- b. An executed copy of the written agreement.
- c. A non-refundable fee of \$150.00 per adult (except spouses which are considered a single applicant) of which 50% is paid to Tamarynd Place Condominium, Inc., and 50% is paid to the Management Company.

Within twenty (20) days after the receipt of the notice information, documents and fee required as above,

the Association shall request an informational meeting with the prospective purchaser to be held informally at the pool house of the Association or via video or audio telecommunications. Within this same twenty (20) days, the Association shall by written notice to the unit owner either approve or disapprove the purchaser.

The Association, after request by any unit owner, shall provide a certificate stating whether all assessments and other monies owed to the Association are paid in full. The Association shall have the right to refuse to give written approval to any sale until all assessments and other monies owed by the applicable unit owner to the Association are paid in full. A sale may also be disapproved for good cause as provided in Section 19.3.4 of the Declaration.

To facilitate approval of the proposed sale during times when many of the members are not in residence, the Board may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

Form is available on the Association website.

46. CONDOMINIUM LEASING OF UNITS:

All leases of units must be in writing. A unit owner may lease only his or her entire unit, and then only in accordance with the following:

- a. A unit may not be leased for more than six (6) months total in any twelve (12) month period. A unit may not be leased more than two (2) times in any calendar year. The minimum lease term is three (3) months. Lease terms may be one (1) lease for a period of six months, or two (2) separate leases for terms of three (3) months each.
- b. A non-refundable fee of \$150.00 per adult (except spouses which are considered a single applicant) of which 50% is paid to Tamarynd Place Condominium, Inc., and 50% is paid to the Management Company.
- c. NO PETS are allowed in leased units.
 - Notice: An owner intending to lease his or her unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the proposed transaction, together with the name and address of the proposed lessee, a copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse if applicable, as a condition of approval.
 - <u>Approval</u>: After the required notice and all information or appearances requested have been provided, the Board shall approve or disapprove the proposed lease within seven (7) days. If the Board neither approves nor disapproves within the stated time above, such failure to act is deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessee.

- <u>Disapproval:</u> A proposed lease shall be disapproved only if a majority of the Board so votes, and in such cases the lease is nullified and shall not be made. The Board has the power to evict if the lessee occupies the premises. The Board may not approve a lease when payment of assessment for that unit is delinquent. A lease may also be disapproved for good cause as provided in Section 19.3.4 of the Declaration.
- Failure to give Notice: If proper notice is not given, the Association at its election may approve or disapprove the issue without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval. However, the proposed lessee may provide the Board the required notice and request reconsideration. Any lease entered into without approval, or in violation of the above provisions, shall at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee, without securing consent to such eviction from the unit owner.
 - <u>Application</u>: Applications for authority to lease shall be made to the Board of Directors on such form and include terms as the Board may, from time to time, provide. The legal responsibility for paying condominium assessments may not be delegated to the lessee.
 - <u>Committee</u>: To facilitate approval of the lessees proposed during times when many members are not in residence, the Board may by resolution, delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members or to an agent. Form is available on the Association website.

Violations of Rules and Regulations

Violations shall be reported in writing to the Management Company, which in turn will notify the violator by certified mail/return receipt required. A report shall be made to the Board of Directors. If the violation continues, the Board shall judge every alleged violation and take any necessary action within their power, including, but not limited to, requesting that the Management Company send a "cease and desist" letter to the violator by certified mail/return receipt required. The Association may levy reasonable fines and impose suspensions against a unit for the failure of the owner or its occupant, licensee, or invitee to comply with any provisions of the Rules and Regulations of the Association. Fines may not exceed one hundred (\$100) per violation. However, a fine may be levied, on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in aggregate exceed one thousand (\$1,000) unless allowed by law.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for mutual benefit of all.