

**TARPON COVE CONDOMINIUM ASSOCIATION INC.
RULES AND REGULATION**

Rules and Regulations are designed to facilitate the interaction of all parties within the Condominium and to ensure the safe and peaceful enjoyment of the property and facilities by all. These Rules and Regulations were adopted by the Board of Directors at a duly noticed meeting held July 13, 1999. They are based on the original Rules and Regulations of the Association, modified and added to where deemed advisable by experience gained from almost 18 years of operation.

The use of the Condominium property shall be in accordance with the Declaration of Condominium of the Tarpon Cove Condominium Association, Inc., and these Rules and Regulations, as amended from time to time, as long as the Condominium exists and the apartment buildings, in useful condition, exist upon the land.

The Association has elected the Board of Directors and, therefore, shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities, as provided in the Declaration of Condominium, Articles of Incorporation, the Condominium Act, and the Rules and Regulations of the Association.

RULES AND REGULATIONS

I. SECURITY

Entry to Tarpon Cove is restricted to owners and residents whose vehicles are required to have current decals or passes, as covered in Paragraph VIII, B, 3., and such other persons as authorized by an owner, resident, or a resident's agent.

- A. The Gatehouse (934-8824) should be notified, in advance, of the expected arrival of visitors, tradesmen or deliveries.
- B. The written notification and registration requirements applicable to guests and renters is covered in Paragraphs XVII, XVIII, and XIX and, control of keys and access by realtors, In Paragraph XX.

II. CONDOMINIUM UNITS

Each of the condominium units shall be used only for residential purposes.

- A. No exterior shutters, awning, enclosures, or other alterations or installations to the common/limited common elements may be made without the written approval of Tarpon Cove Condominium Association, Inc., and must conform to the specification approved by the Board. Also see Paragraph XXI – Modification to Units.
- B. Drapes or liners and verticals visible outside the apartment must be neutral in color to match the building exterior.

III. COMMON ELEMENTS

The common elements (all walkways, spaces, equipment and grounds outside of the individual apartment) shall be used only for the purposes for which they are intended – the use and enjoyment of all owners, renters, and guests.

- A. The stairs in each building are emergency exits that must be kept clear at all times. Therefore, nothing may be left on the stairs or landings.
- B. No personal belongs shall be left in any common areas without the express approval of the Board. Anything left without authorization may be removed and disposed of.
- C. No articles shall be suspended outside of the building, or placed on window sills, and no decorative fixtures, plaques or emblems may be affixed upon any exterior part of the building.
- D. Individuals may not plant shrubs, trees, etc. on any part of the common property without permission of the Board. Flowers, however, may be planted in existing flowerbeds, so long as they do not interfere with the irrigation system, are in appropriate grouping, and are maintained by the person(s) planting them.

IV. NUISANCE/HAZARDS

No nuisances shall be allowed upon the condominium property, nor may any use or practice exist that is a source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents.

- A. All parts of the condominium property shall be kept in a clean and sanitary condition, no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed.
- B. No apartment owner shall permit any use of his apartment, or make any use of the common elements, that may increase the cost of insurance on the condominium property.
- C. No gas or charcoal grill may be used on the balcony or terrace of any unit. However, an electric grill may be used, provided that it does not create a smoke or odor annoyance to others.
- D. No towels, bathing suits or other articles are to hang over a balcony railing.
- E. No radio or television antenna shall be installed without the written consent of the Association.
- F. Noise can be a serious nuisance. Therefore, loud radios, televisions, musical instruments, wind chimes, or other sources of noise annoyance shall be avoided.

V. LAWFUL USE

No immoral, improper, offensive or unlawful use shall be made of the condominium property, or any part of it.

VI. SIGNS

- A. No signs, advertisements, or notices shall be painted or affixed upon any part of the building, if visible from the outside of the building.
- B. Bulletin boards shall be maintained by the Association to post events, notices, etc. Bulletin boards are for Association notices and residents' use only. No commercial advertising or solicitation for outside agencies is permitted.

VII. PETS

Pets shall be restricted to one domesticated dog of a breed whose average weight at maturity does not exceed 22 pounds (10 kg.), or one domesticated cat. Birds and/or tropical fish are also permitted. The owner of a pet shall be responsible for any damage, either personal or property damage, caused by their pet.

- A. No pet shall be kept on the property if it causes any actual annoyance or nuisance to anyone. This includes, but is not limited to, barking, growling, howling, aggressive, noisy or destructive behavior, or failure by the owner to pick up after the animal relieves itself.
- B. When outside the unit, the pet must be kept on a leash and under control.
- C. Renters, guests and overnight visitors are not allowed to bring pets onto the property.
- D. As of the revision, any unit owner who has pet(s) exceeding the weight limit is grandfathered in under previous Regulations. However, when that pet(s) passes away, it can only be replaced in accordance with the weight limits allowed in the Association's Rules and Regulations. If you have more than one pet, those pets are also grandfathered in under previous regulations. However, if a pet passes away, and you still have other pet(s), you cannot replace that pet, unless it is replaced with a pet in compliance with the Association Rules and Regulations.
- E. Pets are not allowed within the confines of the recreation perimeter fences, including pools, tennis courts, and picnic areas, the Marina area, and any areas designated off limits by the Board.

VIII. ROADS AND PARKING

A. SPEED LIMIT

- 1. On all roads within the gatehouse gate, the speed limit is 20 MPH.

B. PARKING

- 1. Parking on the street is not permitted.
- 2. Parking spaces are assigned by unit number, allocating one (1) reserved space per condominium unit. Parking for a second vehicle and guest parking is assigned to un-numbered spaces on a first come available basis.
- 3. All guests and other non-owner vehicles, remaining on property overnight must have a parking pass placed on the front dashboard so as to be visible from the outside of the vehicle. This pass is issued at the gatehouse. Owners and renters are required to have a window decal adhered to the lower left corner of the front windshield. Decals are available through the Mariner Village/ Tarpon Cove Community Association office, after providing a copy of the current State Registration for the vehicle.
- 4. No repairs of any kind to any vehicle are permitted on Association property.

IX. MOTOR VEHICLES

- A. No commercial vehicle, recreational vehicle, motor home, boat, boat trailer, or truck shall be kept on the property. However, such vehicles shall be permitted to load or unload or perform authorized work duty during the daylight hours. They may not be parked overnight on condominium property unless specifically authorized by the Board as a temporary expedient.
 - 1. The term "overnight parking" is defined as parking from 10:00 P.M. to 7:00 A.M.
 - 2. Commercial vehicles are defined as those vehicles having advertising or printing on any portion of the body, or having business equipment on, or attached to, the vehicle.
- B. Pickup trucks, including those belonging to owners, renters, guests or visitors, are not allowed to remain on the property overnight. **THIS WILL BE ENFORCED!**
 - 1. Pick-up trucks are defined as vehicles having an open cargo bed and are not to be kept on the property. Installation of a cap, cover or other top does not alter the classification.
 - 2. Pickup trucks are allowed on the property from 7:00 A.M. to 10:00 P.M.
 - 3. If absolutely necessary, a truck may be parked overnight on the asphalt parking area near the gatehouse. Parking spaces are limited and may not be available. In this event, it is the responsibility of the individual driving the truck to find off-site parking for the truck.
- C. Passenger van-type vehicles shall be allowed only by approval of the Board of Directors on an individual basis.
- D. Any vehicle authorized to park on the property must:
 - 1. Have a current valid license.
 - 2. Be in good repair and operating condition.
- E. Motorcycles shall not be permitted on the streets, or the property, at any time.
- F. The washing of cars shall take place only in areas designated by the Board.

X. TOWING OF VEHICLES

- A. All vehicles illegally parked in a reserved space, vehicles remaining overnight without a proper decal or pass displayed, abandoned vehicles, or vehicles unable to operate under their own power (derelict), will be subject to being towed off the property at owner's expense.
- B. Upon determination that a vehicle shall be towed from the property, the Board will post a warning notice on the vehicle, advising it is subject to towing, without future notice, if the parking violation continues. The Board will attempt to contact the vehicle owner, via phone or posted notice, at the condominium unit, that the vehicle is in violation and subject to towing without future notice, if the violation continues.
- C. The Board shall allow a vehicle owner, who is in violation, 12 hours to correct the violation or face towing without future notice.
- D. The towing of a vehicle from the property shall be done by a towing company operating in accordance with Florida State Statute 715.07.
- E. The vehicle owner shall be responsible for all costs incurred during the towing and storage procedure, as well as all incidental costs or expenses incurred as a result of having said vehicle towed from the property.

XI. BICYCLES

- A. Bicycles may be ridden on the roadway only.
- B. Proper rules of the road and all State laws must be followed. Florida State laws must be followed. Florida State law requires that bicycles ride with the flow of traffic.
- C. The Association is not responsible for damaged or stolen bikes stored in the bike racks. Owners are responsible for locking their bicycles.
- D. Bicycles may be kept at bike racks located throughout the Tarpon Cove Community and bike racks under the Clubhouses. Bike racks are available on a first come basis. If space does not exist at the bike racks, the bikes must be kept in the condominium unit.
- E. During vacation, or other periods of extended absence, owners should store bicycles in their units, or arrange for long term storage in the Tarpon Cove Maintenance Building.
- F. Bicycles must be marked for identification with the owner name and unit number. If the owner cannot be identified, the bicycles(s) may be removed and disposed of, if considered abandoned.

XII. DAMAGES

- A. Each owner will be responsible for any damage done as a result of their actions to any common property, including the recreational facilities and equipment.
- B. Each owner will also be responsible for any damage done by his or her guests, family, renters or pets.

XIII. RECREATIONAL FACILITIES

The recreational facilities are for the exclusive use of the owners, their families, guests and approved renters.

A. RECREATION FACILITIES SECURITY KEY:

- 1. A security key is required to gain access to all recreation area perimeter fence gates. All entry doors to the Fitness Center must remain locked at all times and require the security key for entry.
- 2. All units were issued one security key. Each condominium unit may purchase a second security key for a \$15.00 fee. Thereafter, all lost or stolen keys may be replaced for a \$50.00 fee.

B. SAFETY AND SUPERVISION

No one under the age of 16 will be permitted within the recreation area perimeter fence gates without adult supervision, except to use tennis courts, bathroom facilities, or water coolers.

C. HOURS

The recreational facilities will be closed between the hours of 10:00 P.M. and 8:00 A.M.

D. CLUBHOUSE RESERVATIONS

The Clubhouse may be reserved for the private use of owners, and approved renters, under the following terms and conditions.

- 1. The Clubhouse may be used for a private party only – no commercial use or charging for attendance.
- 2. Use of the Clubhouse will be limited to 10:00 P.M.
- 3. Fire laws prohibit occupancy in excess of 75 persons.
- 4. Exclusive use privileges are for the Clubhouse and kitchen only. The swimming pool and picnic area cannot be reserved for private parties.
- 5. Reservations must be made at least one (1) week in advance through the Management Office, and will be accepted depending upon availability, and, provided there have been no problems with past usage by the requesting host. See Paragraph XIII, D., 9.

6. The guest list is to be supplied to the gatehouse at least four (4) hours in advance of their expected arrival. No one will be admitted who is not on this list.
7. An application will be required to be completed by the unit owner, or renter, reserving the Clubhouse.
8. If liquor is to be served at the party, the approved owner, or renter, must provide a Certificate of Insurance with minimum liability coverage of \$300,000. This certificate must name the Association as the certificate holder.
9. No radios, live bands, or any other entertainment is allowed outside of the Clubhouse. All noise must be confined to the Interior of the building. Should the gate attendants, or Board members receive any complaints, the party, or function must terminate immediately. Failure to follow the above use restriction will result in suspension of future ability to reserve the Clubhouse.
10. A deposit of \$100.00 will be required upon reserving the Clubhouse. This will be returned if there is no damage and the area is cleaned to its original state prior to 11:00 A.M. the next morning after use. The deposit will be kept for cleaning the Clubhouse, or repairing any damage, if this condition is not adhered to. The person reserving the Clubhouse must be present at the function, and will be responsible for any damages in excess of the deposit.
11. Wet swimsuits cannot be worn in the Clubhouse at any time.

E. SWIMMING POOL REGULATIONS

1. PERSONS USING THE POOL DO SO AT THEIR OWN RISK. There will be no lifeguard on duty and the Association, its Officers, Directors and designated agents, assume no liability for injury or death.
2. The pool hours shall be from sunrise to 10:00 P.M.
3. All persons must wear normal swimming attire in the pool. Cut-off jeans are not permitted.
4. NO drinking glasses, glass bottles, or glass containers of any sort are allowed in the pool area. Drinks are permitted in paper, styrofoam, plastic cups or aluminum cans.
5. No running, diving, horseplay, or boisterous conduct is permitted in the pool or the pool area.
6. Large rafts or floats are not permitted.
7. A responsible adult must remain with children under sixteen (16) years of age.
8. No pets are allowed within the recreation perimeter fences.
9. Portable radios or tape players shall not be used, except with earphones.
10. No one who is ill, has been recently injured, or has an open sore or skin disease, may go in the pool.
11. All persons must take a shower before first entering the pool. Any person using oil or suntan lotion, must shower again before re-entering the pool. Oils and lotions stain the pool, clog the filters and stain the pool furniture.
12. When using a chaise lounge for sunning, please cover it with a beach towel, both to protect the user from any contamination, and to keep the chaise lounge from being stained by body oils and sun lotion.
13. A baby in diapers is not permitted in the pool unless the diapers are clean and covered by a plastic panty properly sealed at the legs and waist. Soiled diapers are not to be disposed of in poolside or Clubhouse waste receptacles. They should be returned to the unit for normal, proper disposal.
14. Owners, Residents and/or Tenants shall be limited to six (6) guest and/or visitors (including children) within the areas of the large and small pools, at any one time.

F. SPA:

1. PERSONS USING THE SPA DO SO AT THEIR OWN RISK. There will be no lifeguard on duty and the Association, its Officers, Directors and designated agents, assume no liability for injury or death.
2. The Spa hours shall be from sunrise to 10:00 P.M.
3. Children under 16 are prohibited from entering and using the spa.
4. All persons must wear normal swimming attire in the spa. Cut-off jeans are not permitted.
5. No drinking glasses, glass bottles, or glass containers of any sort are allowed in the spa area. Drinks are permitted in paper, styrofoam, plastic cups or aluminum cans.
6. No running, jumping, horseplay, or boisterous conduct is permitted in the spa or spa area.
7. No pets are allowed within the recreation perimeter fence.
8. No one who is ill, has been recently injured, or has an open sore or skin disease, may go in the spa.
9. All persons must take a shower before first entering the spa, unless you have come directly from the pool. Any persons using oil or suntan lotion must shower again before re-entering the spa. Oils and lotions stain the spa and clog the filters.

G. FITNESS CENTER

1. PERSONS USING THE FITNESS CENTER DO SO AT THEIR OWN RISK. The Association, its Officers, Directors and designated agents, assume no liability for injury or death.
2. The fitness center hours shall be from 6:00 A.M. to 10:00 P.M.
3. Children under 16 are prohibited from entering and using the fitness equipment.
4. Do not use any fitness equipment unless you are aware of its operation and possible risks from its operation. Contact a physical fitness instructor to receive advice and instructions on how to use the exercise equipment.

H. PICNIC AREA GRILLS

1. PERSONS USING THE PICNIC AREA GRILL DO SO AT THEIR OWN RISK. The Association, its Officers, Directors and designated agents, assume no liability for injury or death.
2. Use of the picnic area grills shall be between the hours of sunrise and 10:00 P.M.
3. The use of a gas (propane) grill can be dangerous since propane is extremely explosive.
4. Children, under 16 year of age, shall be supervised at all times, if assisting an adult with the cooking process.
5. The use of the grills is based on a first come, first serve basis.
6. The grills should be cleaned after every use. All drippings, grease, and crumbs should be cleaned to prevent insect infestations.
7. There is one (1) propane tank valve and two (2) burner valves on each grill. All three (3) of these must be "OFF" after grills are used.
8. Trash cans are available in the picnic area, but foodstuff should be bagged and placed in the dumpster located outside the recreation area fence.

I. TENNIS COURT REGULATIONS

1. Courts are not to be used for any purpose other than tennis.
2. Players shall wear clothing appropriate to the tennis courts. Men must wear shirts. Swimwear of any kind is not permitted under any circumstances.
3. Players are to wear tennis shoes on the courts.
4. No food or drink (other than water) may be brought within the court enclosure. Water must be in a spill-proof container.
5. No person shall distract or interfere with players while a match is in progress.
6. If the courts are busy, parties using the courts should limit their total playing time to one (1) hour, or utilize a mutually acceptable system for rotating players.
7. A resident may have no more than three (3) guests at one time and utilize one court.

XIV. ELEVATORS (4-STORY BUILDINGS)

- A. For reasons of safety, and to prevent mechanical/electrical damage, playing or joyriding in the elevators is prohibited.
- B. The alarm buttons and telephones should not be used except in emergencies. The emergency phone connects directly to the gatehouse; once you pick up the phone, wait for gate attendant to answer.
- C. The elevators must not be used during a fire; always use the stairs.

XV. TRASH DEPOSIT IN DUMPSTERS & 4-STORY BUILDINGS

- A. To assist in the prevention of odor and insect infestation, all trash must be properly placed in a sealed plastic garbage bag.
- B. Arrangements must be made in advance for the removal of construction and renovation debris. Contractors must remove debris from the property; they may not use the Association refuse containers.
- C. Do not place trash, boxes, mattresses, debris, etc. in front of the trash dumpsters, as the waste hauler will not remove any debris on the outside of the container. Trash dumpsters are emptied on Monday, Wednesday and Friday.
- D. Boxes or oversized items must be broken down to allow ample room for refuse.

XVI. STORAGE LOCKERS IN 4-STORY BUILDINGS

- A. Each condominium unit in Building 1806 and 1810 has been assigned one storage locker. Additional storage lockers shall not be assigned or utilized.
- B. When a locker is vacated, the Association has the right to secure said locker until the proper owner claims locker.
- C. All storage in the storage lockers is at your own risk. The Association does not provide insurance coverage against fire, theft, and water damage, etc.

XVII. GUESTS

- A. The use of any unit by guests, during the owner's absence, will necessitate the owner notifying the Tarpon Cove Office, in writing, at least one week prior to the intended arrival of the guests, giving their names, arrival dates and approximate lengths of stay. Upon registering at the gatehouse, guests will be issued passes, provided that prior written notification has been received. To assure the security of each unit, the gatehouse attendants have instructions that that no one is to be admitted without prior notification.
- B. Owners are responsible for furnishing unit and recreation security keys to their guests and for ensuring that guests are aware of, and agree to abide by, these Rules and Regulations.
- C. Should a guest be in residence for more than 90 days without the accompaniment of the unit owner, said guest shall be considered a renter, and the necessary approval must be complied with.
- D. All guests must abide by the Rules and Regulations.
- F. Guests are not permitted to have pets.

XVIII. LEASES

- A. Leases must be for a minimum of 90 days. Leases shall be submitted to the Tarpon Cove Office with an INFORMATION FOR LEASE form completed by both the lessee and owner together with a copy of the lease at least two (2) weeks prior to the date the lease commences.
- B. The unit owner, or the owner's agent, shall provide any and all renters with a copy of the Association's Rules and Regulations and the RESTRICTION UPON USE section, as contained in the Condominium Documents.
- C. Due to the problems with large moving vans causing damage, any property damage done by moving companies will be the responsibility of the unit owner.
- D. With the proper forms and attachments processed, gatehouse attendants will be instructed to issue a pass for the duration of the lease. To assure the security of each unit, the gatehouse attendants have instructions that no one is to be admitted without proper prior approval.
- E. Unit owners are responsible for the conduct of their renters. The unit owner must provide to the Association at the same time as submitting the Information for Lease form any information about the lease applicant(s). Which in the sole judgment of the Board may impact residency at Tarpon Cove Condominium Association, Inc. including but not limited to criminal conviction records, past evictions, etc. The owner shall also contact the prior landlord of the applicant(s) for a positive reference. At the sole discretion of, and upon notice from, The Board of Directors, should it become necessary to evict a renter for cause, it will be the obligation of the unit owner to initiate, at unit owner's expense, the necessary legal proceedings. Should a unit owner refuse to comply with the Board's request for eviction, the necessary proceeding will be initiated by the Association and all costs thereof will be the responsibility of, and assessed to, the unit owner.
- F. The unit owner, or the owner's agent, is responsible for furnishing unit and recreation keys to the renter(s) and for assuring that the renter (s) has read, and agrees to abide by, these Rules and Regulations.

XIX. APPROVAL OF TRANSFERS (SALES)

- A. The application and forms which are, from time to time, adopted by the Board of Directors, for the screening of new unit owners must be completely and accurately filled in by the applicant, with no portion of the form left blank, scratched through or otherwise modified. All forms, which do not conform to this regulation, shall be returned to the person submitting same until they are fully completed, as required herein.
- B. A processing fee in the amount of \$30.00 per person shall be submitted along with all application forms seeking the consent of the Association to the transfer of a unit. For purposes of this regulation, and as provided by law, husbands and wives, parents and dependent children, shall be considered one person. No application for approval of a transfer shall be considered without submission of the fee in full and simultaneously with the submission of the required application.
- C. Approvals for transfers shall be made after the submission of application forms and the completion of the screening process. Approvals shall require the concurrence of any two (2) Directors, shall be in writing, and signed by two (2) Directors.

XX. CONDOMINIUM UNIT KEYS

- A. EMERGENCY ACCESS:
 - 1. It is the responsibility of each unit owner to make keys available to his or her unit for emergency use. A key should be left at the gatehouse where it will be held in a key locker. Alternatively, keys may be left with a neighbor, providing the gatehouse is notified of the location. If a key is unavailable in the case of an emergency, the unit owner will be responsible for damages done to other units, and for the forced entry, if required, because of such emergency. Retention of a key at the gatehouse is therefore, recommended.
- B. REALTORS:
 - 1. When an owner lists a unit with a realtor, for sale or lease, and wishes agents to have access when the owner is not present, a letter of authorization must be sent to the Tarpon Cove Office. The letter should also state whether the gatehouse attendants are to release the keys to agents.
 - 2. Admittance will not be granted, nor will keys be released, without prior written authorization.

XXI. MODIFICATIONS TO UNITS/PERFORMANCE OF CONTRACTORS

In order to protect all unit owners from inconveniences and annoyances, and to protect the integrity of the buildings and prevent endangerment of individuals and property:

A. GENERAL.

1. In keeping with the Tarpon Cove Condominium Association’s Declaration of Condominium, permission is required from the Board of Directors before any alteration or modification may be made to common elements as defined in the Declaration of Condominium, Paragraph 5 – Sections (a)-(j), and Paragraph 12 – Sections (b) and (c), including but not limited to, concrete block walls, floor and ceiling slabs, load bearing walls, chase walls and attic areas;
2. Any alterations to common elements must be performed by properly licensed contractors supported by proper permits from the City of Tarpon Springs.
3. Any alterations that could result in noise or other inconveniences to other units, such as installation of solid floor coverings, or appliances, such as jacuzzis that could generate noise, must have noise abatement.
4. The unit owner is responsible for ensuring that contractors, trades people, movers and others installing, removing, altering, cleaning, or doing any work in or for a unit, know that they must protect the common elements and the property of others against soiling or damage, must keep the common areas clean and orderly, and do a thorough clean-up at the end of each day. The unit owner is responsible for the cost of repairing damage or cleaning resulting from such activities.

B. HURRICANE SHUTTERS:

It is recommended that hurricane shutters or hurricane film be installed over any window or sliding glass door before installing shutters. The unit owner must obtain a copy of the specifications from the Tarpon Cove Office. Shutters installed on any unit must conform to these specifications. The unit owner must obtain written approval from the Association prior to installation, and must agree to abide by all conditions.

C. BALCONY FLOOR COVERINGS:

River rock, coquina shell, tiling over river rock, coquina shell or carpeting on balconies is prohibited because, in salty atmosphere, as exists at Tarpon Cove, carpets and river rock capture salt. Repeated wetting and evaporation, coupled with the penetration of the resulting concentrated brine into balcony concrete, will cause severe structural failure of the balcony. Existing river rock, coquina shell, tile over river rock or coquina shell and carpets must be removed by July 1999, at which time the balcony can be either left uncovered or waterproofed prior to resurfacing.

D. BALCONY ENCLOSURES:

Owners may enclose their balcony areas with sliding glass doors, or suitable material, that conforms to the specifications established by the Association. Such enclosures may only be made after written approval is obtained from the Association.

XXII. ALTERNATIVE DISPUTE RESOLUTION

- A. The Board may levy fines in accordance with the provisions of Section 718.303 (3) Florida Statutes. The Board shall adopt reasonable rules with regard to the levying of a fine and the procedures by which fines will be implemented. No fine may exceed \$100.00 nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner, or, if applicable, its licensee or invitee. Notwithstanding, the foregoing, each day a violation continues shall be considered a separate violation. No fine may, in the aggregate, exceed \$1,000.00. No fine will become a lien against the unit.
- B. To satisfy the requirement that an association provide reasonable notice and an opportunity for a hearing before levying a fine against the owner of a unit, or its occupant, licensee, or invitee, for failure to abide by any provision of the Declaration, the Association By Laws, or Rules of the Association, the Association hereby adopts the following procedure:
 1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - (a) A statement of the date, time and place of the hearing.
 - (b) A statement of the provisions of the Declaration, Association By Laws, or Association Rules which have allegedly been violated;
 - (c) A short and plain statement of the matters asserted by the Association.
 2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

XXIII. RULES FOR INSPECTION AND COPYING OF ASSOCIATION RECORDS

A. RECORDS DEFINED:

The Official Records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.

B. PERSONS ENTITLED TO INSPECT OR COPY:

Every unit owner, or the unit owner's authorized representative, as designated in writing (hereinafter collectively referred to a "unit owner", shall have the right to inspect or copy the Official Records pursuant to the following rules:

C. INSPECTION AND COPYING:

- 1 A unit owner desiring to inspect the Association's records shall submit a written request to the Secretary or Manager of the Association. The request must specify the particular record subject to inspection, including pertinent dates or time periods, and shall state whether the request is for inspection of photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
- 2 Inspection or copying of records shall be limited to those records specifically requested in advance, and in writing.
- 3 No unit owner may submit more than one (1) request for inspection or copying of the same record in a sixty-day period.
- 4 No unit owner may submit more than one (1) request per month.
- 5 No unit owner may request the inspection of more than twenty (20) records at any one time, nor shall the Association be required to produce records for inspection exceeding 200 pages at one time. If the unit owner's request exceeds either of these limitations, the Association shall provide records for inspection in the order requested by the unit owner up to the limiting factor, and the unit owner shall be notified that the other records will be made available for inspection at another inspection session upon receipt of another written request by the unit owner. The foregoing limitations shall not apply to a unit owner's request for copies of records which shall be photocopied and delivered to the unit owner subject to other provision of these rules.
- 6 All inspection of records shall be conducted at the Association's Office, or, at such other location of inspection. No alteration of the original records shall be allowed.
- 7 Records shall be made available for inspection by the Association on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection; this time frame may be extended by written request of the unit owner. In addition, this time frame shall be extended in the event records are so voluminous, or otherwise, in such condition as to render this time frame unreasonable. The Secretary or Manager shall notify the unit owner by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.
- 8 Inspections or copying shall be limited to a total staff utilization of one hour, or any combination thereof, per week, on days the Association Office is open, or otherwise designated by the Secretary or Manager.
- 9 If a unit owner desires to obtain a copy of any records, the unit owner shall designate in writing which record is desired, or during an inspection, the unit owner may designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. Copies of the record(s) shall be available within five (5) working days of receipt of the request. In the event the above-referenced time frame is impractical due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
10. An owner shall pay twenty-five cents (.25) per page for regular or legal-sized photocopies, payable in cash or by personal check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the Secretary or Manager at their discretion, taking into account such factors as the amount of the copying charge, the payment record of a unit owner, and other relevant factors.

XXIV. MANNER OF INSPECTION

- A. No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association Agent, Officer, Director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the Association Office, or office where the records are otherwise inspected or copied. The Association Office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to the staff person.
- C. The Association shall maintain a log detailing:
 1. The date of receipt of the written request for inspection
 2. The name of the requesting party
 3. The requested records
 4. The date the unit owner was notified of the availability of the records
 5. The date the records were made available for inspection or copying

6. The date of actual inspection or copying
7. The signature of the unit owner acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

XXV. ENFORCEMENT OF INSPECTION AND COPYING RULES

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees, in writing, to comply herewith
- B. Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate, in writing, the nature of the non-compliance and transmit same to the requesting party within five (5) working days subsequent to receipt of the written request from the unit owner. Any verbal requests for inspection or copying may be responded to at that time, by the Association representative, notifying the requesting person of the existence of these rules and pointing out the necessity of complying herewith.
- C. The Board of Directors may take any available legal action to enforce these rules.

XXVI. NO WAIVER OF RIGHTS

The failure of the Association to enforce any covenant, restriction, or other provision of the Condominium Act, the Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

XXVII. INVALIDITY OF ANY RULE OR REGULATION

The invalidity of any one or more of these Rules or Regulations shall not affect the validity of any other rule or regulation.

XXVIII. COST AND ATTORNEY'S FEES

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, Articles adopted pursuant to them, and those instruments as they may be amended from time to time, the Association shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be awarded by the Court

XXIX. AUTHORITY TO ADOPT, AMEND AND RESCIND

The Board of Directors has the power and authority to adopt, amend and rescind Rules and Regulations.

XXX. FORMS/SPECIFICATIONS/APPROVALS/APPLICATIONS/SUBMITTALS

The following is a listing of the various forms, and their purpose, which are available at the Tarpon Cove Office, without charge, to unit owners, renters and realtors, to be used where applicable:

- A. APPLICATION FOR PURCHASE, GIFT OR INHERITANCE: must be completed and submitted by prospective buyer for approval of the sale of a condominium unit.
- B. INFORMATION FOR PURCHASE/OCCUPANCY APPROVAL: must be completed and submitted by prospective buyer and is information needed for the approval process.
- C. QUESTIONS AND ANSWERS SHEET; provided to prospective buyer – frequently asked questions regarding condominiums.
- D. DECLARATION OF CONDOMINIUM(\$30.00): prospective buyer to receive and review prior to submitting Application for Purchase package
- E. INFORMATION FOR LEASE FORM: must be completed by both the lessee and owner and submitted by prospective renter and is information needed to process the application and notify the gatehouse.
- F. ASSOCIATION RULES AND REGULATIONS; prospective renters and buyers to receive and review prior to submitting Application for Lease or Purchase.
- G. CLUBHOUSE RESERVATION APPLICATION: must be completed and submitted when reserving Clubhouse for private function.
- H. MARINA APPLICATION: must be completed and submitted with boat registration and/or proof of ownership, a certificate of insurance when applying for rental of a boat slip.
- I. MARINA RULES AND REGULATIONS: must be reviewed and accepted by prospective Marina renter prior to applying for boat slip rental.
- J. HURRICANE SHUTTER SPECIFICATIONS: maintained in the Tarpon Cove Office for your information – should be reviewed prior to installation, and approval of installation, of shutters.
- K. APPLICATION FOR ALTERATIONS PERMIT (OF LANAI): must be completed and submitted, for approval, with plans to alter lanai, installation of flooring on lanai deck (waterproofing required).