

RULES AND REGULATIONS
TENNIS OASIS TOWNHOUSE CONDOMINIUMS
(Revised 13 June 2019)

The following is a summation of current operating policies as well as directives condensed from the Tennis Oasis Declaration of Condominium, Bylaws, and Florida Statutes governing condominiums.

USE OF UNITS

The unit shall be used for single-family residences only. No separate part of a unit may be rented and no transient tenants may be accommodated therein.

If a person or persons is allowed to live for an extended time in a unit in the absence of the owner, and without charge and/or a lease agreement, the owner must advise the Association of this arrangement in writing and provide the name(s) and contact information for such person(s) living in the unit.

Unit owners shall not permit or suffer anything to be done or kept in their unit which will increase the insurance rates for coverage which are common expenses paid by the Association, or interfere with the rights of other unit owners or the Association or annoy other unit owners by unreasonable noises or otherwise.

Unit owners shall not commit or permit any nuisance, immoral or illegal act in their unit, or on the common elements.

ASSESSMENTS

Monthly dues are payable on the first (1st) of each month and are past due on the sixth (6th), at which time a late fee of ten (10) percent, with a maximum of \$25, will be applied. Interest on outstanding balances shall accrue at the rate of eighteen (18) percent annually. Any payment received shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

SIGNS & NOTICES

No signs, advertisement, or notices of any type shall be placed in the window or on any townhouse unit, or anywhere on the common elements. The only exceptions to this will be Association notices as may be required by law, or necessary for compliance with the Association's Rules and Regulations, and a single sign adjacent to the entrance of the property for the advertisement of units available for sale or rent. These signs shall be owned and managed by the Association for the benefit of the homeowners.

PARKING

Each townhouse is allocated two parking spaces which are in most cases directly in

front of, or adjacent to, the Unit. If, however, there are additional licensed drivers residing at a given residence, additional vehicles being routinely used by the additional drivers may be parked on the premises (up to a maximum of 2 additional vehicles). The additional vehicles should be parked in a guest spot which will not inconvenience the parking of residents using their two allocated spaces. The Unit owner/tenant is responsible to direct their guests to other parking areas. No parking is allowed on grass or pine straw areas.

No trailer, boat, personal watercraft, recreational vehicle, or the like, any inoperable vehicle of any kind, or any vehicle not owned by a resident or children of a resident may be kept on condominium property.

PETS

No unit owner or other resident shall have, keep or maintain any fowl, reptiles or animals, domestic or otherwise, except dogs and cats or other customary household pets provided that pets: (a) are not kept, bred or maintained for commercial purposes; (b) are duly licensed and tagged, if applicable; and (c) do not constitute a nuisance or danger.

Pets must be in a cage or under leash whenever on the common elements. No pet may be placed on a leash and left unattended on the common elements at any time. Clean up must be done by the pet owner.

TRASH COLLECTION

Garbage must be placed in garbage bags and securely tied before depositing in the garbage dumpster. No items can be left outside the dumpster as the trash collection truck will not pick them up. Large items such as old appliances, furniture, mattresses, etc. must be hauled away by the owner.

COMMON ELEMENTS, PATIOS & GROUNDSKEEPING

A unit owner is entitled to the exclusive possession of his or her unit, subject to the "Rights of Access" regulation below. He or she is entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners. (Ref. Section 718.106, paragraph (3), The Condominium Act)

All personal property left outside must be kept in a neat and orderly manner, and on the porch or patio of the owner's unit. Gas/charcoal grills may be moved off the patio during use only, for reasons of safety. The placement of such items must not encumber the work of the lawn maintenance personnel.

The porch and patio areas are designed for outdoor furniture and plants. Items such as sports equipment, appliances, building materials and tools may not be kept on the

patio or porch areas. Garden tools may be kept in any attractive storage device suitably designed for this purpose.

Residents are encouraged to work in and maintain or enhance the beauty of the existing planted areas immediately around their townhouse. New planting areas, or walkways, etc. may not be created, however, without the written approval of the Board of Directors, using TOTCA Form 1. The maintenance of any new areas created by an owner shall be the responsibility of that owner, and this responsibility shall pass to any future owners. Failure to maintain the new area(s) shall result in either the new area being removed at the unit owner's expense, or added to the grounds maintenance contract with the additional cost being added to the regular monthly assessment of that unit owner.

RIGHTS OF ACCESS TO UNITS

The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common element, or of any portion of a unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit or units. (Ref. Section 718.111, paragraph (5), The Condominium Act).

No owner shall deny access for the purpose of pest control by an outside agent contracted for such services by the Association, and approved by a majority of the unit owners. For this service, a representative of the Board shall always accompany the contractor, and leave notice of time and date of such entry.

BUILDING MAINTENANCE

Except in case of an emergency, unit owners shall not make any alteration, change or repair to the exterior of the townhouse unit, including doors, windows or shutters without the written approval of the Association Board of Directors, using TOTCA Form 1.

OWNERS RIGHT TO RENT

So long as any owner is in compliance with all Rules and Regulations of the Association and up to date in payment of dues and/or assessments, that owner shall have the right to rent their unit under any legal arrangement for the purpose of a single family occupying said unit. **Prior to any tenant occupying said unit, however, the owner must furnish the Association a copy of the signed lease. Written approval of the lease by the Association is required before the lease commences.**

The lease must contain the following:

1. Clear statements in writing as to the rights and responsibilities of both the owner and tenant under the lease.
2. Acknowledgement by both the owner and tenant in writing that the tenant has been furnished a copy of the current Rules and Regulations of the Association.
3. Acknowledgement by both the owner and tenant in writing that the unit may not be sub-let by the tenant.
4. Acknowledgement by both the owner and tenant in writing that occupancy of the leased unit shall not exceed two (2) persons per bedroom plus 1.
5. Complete contact information for the tenant in writing.

The lease term is required to be a minimum of twelve (12) months.

All provisions, other than those listed above shall be at the sole discretion of the owner of said unit and the Association shall not be held liable for any provisions of said lease or held responsible for enforcement of any provisions contained therein. Compliance with these rules lies with the owner regardless if they are using a property management company. If a management company's service is acquired at any time before or during the lease of a unit, the owner must provide to the Association the name and contact information of the management company.

All documents required in these rules may be sent to the Association Board President or Treasurer.

The fee for non-compliance with the rules in "Owner's Right to Rent" section is \$100 per month until a lease that fully complies with these rules is submitted to the Association.

Owners with units that are currently rented have until August 31, 2019 to come into compliance with these rules.

LIMITS OF AUTHORITY

A unit owner does not have any authority to act for the Association by reason of being a unit owner.

PENALTIES FOR VIOLATION

Other than violation penalties specifically addressed above, violations of these Rules and Regulations will be handled as deemed appropriate by the Association, which may include the following as necessary:

1. Immediate imposition of a monetary fine for contributory negligence, willful and deliberate destruction, or misuse of common grounds and property. A fine of \$50 plus the costs of any necessary repairs shall be levied against the offending unit owner. For a continuing infraction of this category, such as parking on the grass, an additional levy of \$10 per day will be applied until the violation is corrected.
2. For all other violations, as soon as the violation is known, a written warning will be sent to the unit owner, with a copy to the tenant if the unit is rented, identifying the violation, and requesting correction within ten (10) days from the date of the warning. A date, time and location shall be identified in the warning notice for a hearing to be held before a three (3) person committee of other unit owners, who are neither Board members nor persons residing in a Board member's residence, the day immediately following the ten-day deadline if the violation is not corrected.
3. If not corrected by the day of the hearing, and the violation is upheld by the hearing committee, a final deadline for correction will be set by the Committee. If that deadline is not met, a fine of \$50 per violation will be levied against the unit owner, plus an additional levy of \$10 per day thereafter until the violation is resolved. A written notice will be sent to the unit owner as soon as possible after the hearing confirming the findings of the Committee. Note: It is the responsibility of the unit owner to notify the Board when the violation has been corrected.
4. The unit owner shall pay all fines due by the first day of the month following the correction of the violation. Payment will be considered late after the tenth. Rules for collection of regular assessments will apply.

The care and maintenance of Tennis Oasis and its quality of living depends on all the owners and residents of our community, and every member is encouraged to do their part. Please notify the Association if you notice anything requiring attention.

Tennis Oasis Townhouse Condominium Association, Inc.