

TERRACE PARK OF FIVE TOWNS ASSOCIATION NO. 26, INC.

HOUSE RULES AND REGULATIONS

Amended – February 22, 2021

The following House Rules and Regulations have been adopted by your Board of Directors to promote harmony and to protect the value of the Condominium Property. The Board has the authority to enforce these Rules and Regulations although effectiveness is dependent upon compliance by all Unit Owners, their guests and or tenants.

1. Each unit shall be a single family residence with at least one person 55 years of age or older in each of the units, and all guests may only stay for a period of thirty (30) days.
 - a. Condominium units may not be used for business or any commercial use whatsoever
 - b. Total maximum number of persons residing in a two (2) bedroom unit shall be four (4) persons.
 - c. A Corporate Owner must set forth the names of the occupants who are to occupy a unit (For not less than six months) and must be interviewed by the Board before occupancy. Ownership of a Unit by a Corporation does not give the title holder any greater occupancy privileges than those enjoyed by individual ownership.
2. Notification of the Association is required prior to the rental, lease, sale or transfer of any unit. Advance written notice must be made to the President of the Association for consideration and to acquire proper forms, and then the Board of Directors action. Forms required are:
 - a. Application for Purchase or Lease
 - b. Condominium Document receipt
 - c. Key Location
 - d. Next of Kin
 - e. Voting Designation Certificate
 - f. House Rules and Regulations receipt
3. Rental restrictions apply in accordance with the Rental Amendment. You must have owned the unit for a period of two (2) years before renting. Only 10% (3 units) may be rented.

Rentals or leases must have prior approval of the Board of Directors to assure the amiability of unit occupants and to welcome such renters and to explain the ``By-Laws`` and ``House Rules & Regulations`` that are to be observed.

All renters, lease holders or occupants must abide by all House Rules & Regulations as well as the Condominium Documents.

4. The original and all renewal Leases shall be subject to approval by the Board of Directors of the Association.
5. All lease or rental agreements shall contain a clause which makes the Association an Agent of the Unit Owner for the purpose of enforcing the Documents, Rules and Obligations of the Condominium upon the lessees.
6. Owners, renters, occupants or guests shall exercise care to avoid making or permitting to be made, loud, disturbing or objectionable noises. Using or permitting to be used or played musical instruments, radios, phonographs, television set, amplifiers, or any other instruments or devices in such a manner that may disturb owners, tenants, occupants or guests or other units is strictly forbidden.

All parties, between the hours of 8:00 am – 11:00 pm, shall maintain volumes of such devices at no greater volume than 72 db. From the hours of 11:00 pm to 8:00 am the maximum volume shall be (55db)

7. No unit owner, guest, tenants or occupant shall be permitted to display laundry, clothing, towels, bathing suits, blankets, etc. on porches, patios, or where same would be visible from outside the unit nor placed on common elements such as walkways, steps, entryways or passageways. Should the owner neglect to do so after receiving a removal notice, the Board of Directors will remove same.
8. Any common element including alcoves, sidewalks, walkways, entryways or passageways are NOT to be obstructed or used by any unit owner, renter, tenant, guest or occupant for any purpose other than ingress and regress. These areas are not your personal property and should not be cluttered with personal possessions. The Board of Directors reserves the right to remove any items placed on the alcoves, sidewalks, walkways, steps, entryways or passageways should the owner neglect to do so after receiving a removal notice for the Board of Directors.
9. There shall be no signs, advertisements or notices of any type placed on common elements nor inside a unit where same is visible to the outside or inside a car viewable to the unit owners. Excluded is the use of Bulletin Boards provided in the entryways for notices of common interest.
10. Exterior antennas or aerials shall not be installed under any circumstance.
11. By law, Unit Owner is only entitled to one parking space per unit.
 - a. Resident parking shall be limited to one four-wheeled passenger vehicle per unit in the parking space allotted.
 - b. No commercial vehicles, with or without lettering shall be permitted in any resident parking space.
 - c. Trucks shall be for passenger use only. At no time shall any truck be permitted to park on the premises carrying work supplies or equipment in the truck bed.
 - d. Washing or mechanical repairs of any vehicle or recreational vehicle shall not be allowed on the premises.

- e. No vehicle or truck shall carry propane tanks, cooking or sleeping fixtures within that vehicle.
 - f. No trailers, large trucks, campers, vans or recreational vehicles shall be permitted except for a maximum six (6) hour period in order to load and unload without prior permission from the Board of Directors, each time, provided the vehicle can fit into one (1) guest parking space.
 - g. No motorcycles, motor scooters, or any type thereof, shall be allowed to be parked within the common elements and parking spaces of the condominium.
 - h. Current unit owners who are using more than their one allotted parking space, shall have a period of six (6) months from the approval date of these amended rules to make alternate parking arrangements. Thereafter, any unit owner in violation will have their vehicle towed away at the owner's expense.
 - i. ***Visitor parking is to be only used by visitors, caregivers & maintenance vehicles at all times. If unit owners park in the visitor parking area they will be towed at the unit owner's expense.***
12. No vehicle shall be parked in such manner that prevents ready access to any carport or other parking space. In this case, the offending vehicle will be towed at the owner's expense.
13. Bicycle riding, roller skating or use of skate boards on the entryways, walkways, passageways, sidewalks or in the parking area is strictly prohibited.
14. Bicycles are not to be parked in alcoves, entryways, passageways, on walkways or sidewalks. Bicycles may be parked under your carport if it does not infringe on the carport area of another unit owners and any other access ways. Certain buildings in our association do have sufficient room for storage of bicycles. They should be placed in an orderly fashion as to not obstruct any access.
15. Any damage to blacktop area caused by owners, owner's family members, guests, tenants or occupants through oil dripping or from the use of other solutions or chemicals or through the use of jacks or other mechanical equipment will be repaired at the owner's expense. (The resurfacing company will designate the parking spaces requiring additional work and the resulting cost. The additional cost will be borne by the unit owner
16. Any damage to common elements or to carports caused by unit owners, owner's family members, guests, agents, tenants, tenant's guests or occupants, shall be repaired at the expense of the unit owner.
17. No potted plants or shrubbery placed on common elements such as alcoves, entryways, and passageways is permitted.
18. Plants, plaques or other articles are not to be by hung from the ceiling or walls of the common elements, such as alcoves, entryways, walkways, and passageways or hung from railings or placed on steps. The Association reserves the right to remove same should the owner neglect to do so, after receiving notice from the Board of Directors.
19. Paint, sprays, insecticides with oil base, or any other highly flammable materials are **NOT** to be stored in the storage areas. Such items are in violation of the Fire Code as well as the Insurance Regulations. These areas are common elements, and the Association reserves the right to remove

and destroy such materials found upon inspection and should the owner neglect to remove same after receiving removal notice from the Board of Directors.

20. The Association and the Board of Directors assume no liability, nor shall be liable for any loss or damage to any item, items or articles stored in any common element area.

Storage areas must be kept clean and clear of any items to allow clear passage to all shelves. Storage rooms must be kept locked at all times.

21. In disposing of trash, all cardboard must be flattened and placed in the dumpster or taken to the recycling bin.

22. Patio and Lanai areas must be kept neat, clean and orderly at all times.

23. Replacement of any shutters, doors, windows, lanai or changes to the exterior of the unit shall be approved by the Board, subject to the specifications set by the Board. All alterations must be consistent with such existing structures and *must* be approved by the Board prior to any change.

24. There are six swimming pools for our pleasure. Pools are maintained on a daily basis and inspected monthly by the Pinellas County Board of Health. Your cooperation in abiding by the posted Rules and Regulations is required.

It is important to have your picture ID card at the pools, to keep outsiders out of our pools. You may obtain picture ID at the Five Towns Office by making an appointment at 727-546-2485.

25. Complaints regarding the exterior of the buildings or the common elements and complaints relative to other building residents, and non-compliance of the Condominium Documents or Rules and Regulations, are to be written and signed and given to the President or other Officer.

26. The Rules and Regulations shall be effective until amended or supplemented by the Board of Directors. The Board of Directors, under Florida Statutes, is responsible for the enforcing of the provisions of the Condominium Documents and the adopted Rules and Regulations governing the operation of the Condominium.

In the event a unit owner is in violation of the terms and provisions of the Documents, or any of the foregoing restrictions and, after notification by the Board of Directors, continues to violate the terms of the Documents or the above restrictions, such owner shall pay for costs and expenses, including reasonable legal fees of legal proceedings brought to enforce the violation or violations together with reasonable attorney's fees for any lawyer proceedings, provided that the party seeking to enforce the restrictions has been successful in the litigation.

27. Copies of the Rules and Regulations as set forth shall be furnished to each unit owner and compliance of same shall be Unit Owner's responsibility.