

RULES AND REGULATIONS OF  
TARPON HIGHLANDS AT LAKE TARPON  
SAIL & TENNIS CLUB II, A CONDOMINIUM

These Rules and Regulations are promulgated by TARPON HIGHLANDS AT LAKE TARPON SAIL & TENNIS CLUB II CONDOMINIUM ASSOCIATION, INC. (the "Association"), pursuant to the provisions of the Declaration of Condominium Ownership of Tarpon Highlands at Lake Tarpon Sail & Tennis Club II, A Condominium (the "Declaration"). Wherever a term defined in the Declaration is used herein, such term shall have the same meaning as defined in the Declaration. The Declaration provides that the affairs and operation of the Condominium Property shall be conducted by the Association, and provides that the Association may Make and promulgate Rules and Regulations governing the use of Units and Common Elements with respect to the Association, which shall be binding upon each Owner of a Unit and each occupant of such Unit, including the Owners, his relatives, guests, tenants, invitees or other occupants (all herein generally referred to as "Occupants").

For the purposes hereof, the term Association shall mean the Association for Tarpon Highlands at Lake Tarpon Sail & Tennis Club I, a Condominium.

1. (a) All motor vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by Unit number. Each Owner shall notify all Occupants of the regulations regarding parking, and all Occupants shall abide by such parking regulations. After the Association has assigned a space to an Owner, only the Occupants of such Owner's Unit shall be permitted to utilize such assigned space.

(b) No boats, trailers, campers, motorcycles or vehicles larger than a passenger automobile shall be permitted upon the Condominium Property, and any such boat, trailer, camper, motorcycle or vehicle may be removed by the Association at the expense of its owner for storage or public or private sale at the election of the Association, and the owner thereof shall have no right or recourse against the Association for any action so taken; provided, however, that commercial vehicles shall be permitted upon the Condominium Property for the purpose of delivering goods and services to the Association and to Owners and Occupants. A vehicle larger than an automobile will be permitted if it can be parked in the parking space assigned to an Owner and is the only vehicle used by the Occupants of such Owner's Unit for basic transportation. No repairing of automobiles, trailers, boats, campers or other motor vehicles shall be permitted upon the Condominium Property.

2. No pet of any kind shall be kept or harbored in or about a Unit or elsewhere in the Development unless such animal, in each instance, has been expressly approved by the Association in writing, which approval may be revoked. The keeping of a pet at the Development is not a right of a unit owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that the pet is vicious, is annoying to other owners or occupants, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Development.

This Conditional License is subject to the following conditions:

(a) A dog must be on a leash at all times when outside of a Unit.

(b) Because of the limited size of the Property, a dog may not be curbed at any place on the Development, and each owner must clean up and remove from the Development any waste of their pet.

3. Disposition of garbage and trash shall be made only in garbage disposal containers, or in receptacles supplied by the Association. All wet garbage and loose trash placed in rubbish receptacles must be placed in suitable bags and such bags shall be securely tied.

4. Each Owner may identify his Unit ownership by name plate of a type and size approved by the Association and mounted in a place and manner so approved.

5. No signs, advertising or notices of any kind or type whatsoever shall be permitted or displayed on the exterior of any Unit or on the exterior of any Unit or within the Development, without the express approval of the Association for Tarpon Highlands at Lake Tarpon Sail & Tennis Club II, a Condominium.

6. Occupants moving into a Unit are required to arrange for the move in with the Association so as to insure that the elevators and other common element areas are not unreasonably withheld from use by other unit owners. Each owner is responsible for disposing of any excessive waste or material, such as boxes and papers utilized in the moving and in the event the Association is required to pay any additional trash disposal fee because of said waste material, then said additional charge must be reimbursed by the Unit Owner.

7. Soliciting is strictly forbidden. It is requested that Owners or Occupants notify the Association if a solicitor appears and the Association shall have the right to take appropriate action.

8. Individual Owners may give notice to the Association of any violators of these Rules and Regulations. All such notices must be made in writing, giving dates, times and rule being violated. Each such notice shall be mailed to the home office of current management company, if any, and a copy thereof shall be sent to the President of the Association. The Association shall not be required to receive or act upon notices of violation not given in accordance with these provisions.

9. In the event an Owner or Occupant is in violation of these Rules and Regulations, and such violation continues or is repeated after notice to cease is given to the Owner or Occupant, the Association may take such lawful action as may be necessary to correct or abate such violation, and the Owner of such Unit involved shall pay all such costs, including reasonable attorney's fees through appeal.

10. The failure or delay of the Association to act or to take any particular action in the case of a violation of these Rules and Regulations shall not be deemed a waiver of the rights of the Association to take further action of a like or different nature in connection with the same, like or different violations by the same or another Owner or Occupant.

11. In the use of individual units, the following shall apply:

(a) No occupant shall decorate any part of a Unit or the Development so as to change the appearance of the Unit or the Condominium Building from the exterior. This precludes the painting of any balconies or entry courts, illumination of the exterior of a Building, display of plants or other objects upon patios or in entry courts or

railings or exterior window sills or ledges unless approved by the Association in writing.

b) All draperies, blinds and other window treatments visible from the exterior of a Unit shall be in a white, off-white, light beige or other color approved by the Association Board of Directors. The Association Board of Directors may require that any such window treatment be removed where no prior approval of the same has been obtained. No solar film shall be placed on the windows of a Unit which is visible from the exterior unless approved in writing by the Association Board of Directors.

12. The use of the recreational facilities (swimming pool) is limited to occupants, their guests and other permissible users. All individuals using these facilities are required to observe the following regulations in addition to any other rules and regulations that might be posted from time to time near the pool, in order to comply with the requirements of public health authorities and to ensure the comfort and safety of all concerned:

(a) Anyone using the pool facilities will comply with all local health regulations which specifically include taking a shower before entering the pool or spa.

(b) Bathers must remove suntan lotion, creams, hair pins, lotions, powders, etc., before entering the pool or spa.

(c) No breakable containers are permitted around the pool or spa area and no food or drink may be consumed within the pool or spa area.

(d) There shall be no running or shouting or boisterous games played within the pool or spa area.

(e) Children under 12 years of age are not permitted within the pool area unless accompanied by an adult who is and shall remain responsible for the children.

(f) No pets shall be allowed in the pool or spa area.

(g) Persons using the pool and spa area are not guarded and all persons using these facilities do so at their own risk.

13. The Declaration requires that the Association maintain a roster of Owners. These rosters will be maintained by the management for the convenience of Owners and for security purposes and the rosters will include certain additional information. All Occupants and Owners are to furnish the following information to the management to be included in the rosters:

(a) A true copy of the recorded Deed or other instrument evidencing title of the Owner to a Unit.

(b) The telephone number of a Unit, if any.

(c) The business address and telephone number where the Owner may be reached during normal business hours.

(d) The forwarding address and residence telephone number whenever the Owner or resident is out of town.

(e) The make, model, serial number and license number of all automobiles to be parked at the Development.

14. UNTIL THE DEVELOPER OF THE CONDOMINIUM HAS COMPLETED ALL THE CONTEMPLATED IMPROVEMENTS AND CLOSED THE SALES OF ALL OF THE UNITS, NEITHER THE OWNERS NOR THE ASSOCIATIONS, NOR THE USE OF ANY UNIT OR THE COMMON ELEMENTS OR COMMON AREA OF THE MASTER ASSOCIATION SHALL INTERFERE WITH THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS AND THE SALE OF THE REMAINING UNITS. THE DEVELOPER MAY MAKE SUCH USE OF UNSOLD UNITS, ACCESS WAYS AND THE REST OF THE DEVELOPMENT AS MAY FACILITATE THE COMPLETION AND SALE, INCLUDING, BUT NOT LIMITED TO, THE MAINTENANCE OF A SALES OFFICE AND MODEL, THE SHOWING OF UNITS AND THE DISPLAY OF SIGNS.

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