

Rules and Regulations

The following **Rules and Regulations** promulgated by the **Tavares Ridge Condominium Homeowners Association, Inc.** shall govern the use of the family unit located on condominium property, as well as the use of the common elements (those portions of the condominium property not included in the individual unit) and limited common elements (those common elements which are reserved for the use of a certain unit only, to the exclusion of other unit owners) and the conduct of all the residents thereof as further defined in the **Tavares Ridge Declaration of Condominium** with attached Exhibits.

Violation of the following Rules and Regulations will subject the owner/resident to fines.

Guests are the responsibility of the owner/resident.

General

- A. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration of which these rules and regulations are a part.
- B. Condominium parcels shall be only for single-family residential purposes (See Article XIX, Tavares Ridge Declaration of Condominium).
- C. No two-bedroom unit may be occupied by more than four (4) persons, or a three-bedroom unit by more than six (6) persons. However, this shall not prevent residents from having social guests overnight.
 - a. Guests are permitted to stay overnight for a limited time, not to exceed three (3) weeks.
 - b. If a guest stays any longer than three (3) weeks, then they must be added as a co-occupant of the unit. A Co-Occupant Application Form must be completed along with a background check and interview with the TRCHA BOD.
 - c. All occupants and guests must follow all the Rules and Regulations set forth by the Board of Directors.
 - d. All unit owners are responsible for their guests and co-occupants.
- D. Maintenance fees are paid on a monthly payment plan. All owner's maintenance fees are due the first day of each month and are considered late if paid after the 7th day of the month.
 - a. Late fees are \$10 monthly.
 - b. If not paid after the first month a finance charge will be added
 - i. Interest at 1 ½ percent per month will be charged after the second month on the unpaid balance.
 - ii. If the unpaid balance is not paid within four (4) months of the due date, a lien may be placed on the unit for the delinquent amount, plus late charges, and any additional collections costs up to and including attorney fees.
 - iii. When maintenance fees are delinquent, court action may be instituted and will include attorney fees and court costs.
- E. Limited common areas located behind each unit (27x12) is exclusively for use by the owner of that unit. Other residents and their family members/guests should respect the privacy of other owners and not trespass on these limited common areas without the unit owner's permission.
 - a. Residents/guests are not permitted to walk between/behind any unit to go to or from the Tavares Crossroads shopping plaza.
 - b. The area in front of the electrical panels is common area and is **not** part of the limited common areas. This area is Association property and must always be accessible. Any items found in this area can be removed by the Association without notice.
- F. Each unit owner or renter has one parking space that is designated as "Owner". All other parking spaces are designated for visitors and are not presumed to be part of any unit, nor reserved for owner/resident.
 - a. If a non-owner vehicle is parked in an Owner's designated parking space, vehicles are subject to towing at the vehicle owner's expense.

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OR BK 5835 PG 279 - 285 (7 PGS)
DATE: 11/10/2021 12:53:37 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$61.00

- G. Driving in excess of 15 MPH is not permitted and all vehicles must come to a complete stop at all stop signs. All Florida Statutes regarding Motor Vehicles must be followed (Title XXIII, Chapter 316).
- H. Unit owners shall not use, nor permit their premises to be used in any manner which would devalue the property, be disturbing, or a nuisance to others. This shall include, but is NOT limited to: Radios, TVs, stereo speakers, or musical instruments being audible outside the unit in which they are located, or any illegal activity.
 - a. Please be aware all noise will be kept to a minimum between 10:00pm and 6:00am.
- I. In order to maintain a quiet and comfortable atmosphere in the Condominiums, playing of group games is permitted only in an owner/resident's own limited common area or the designated recreation area at their own risk.
- J. Common elements and limited common elements shall not be obstructed, littered, defaced, or misused in any manner
- K. Riding of bicycles, mopeds, golf carts, or any other wheeled devices (not including a wheelchair) on the grassy areas surrounding the buildings is not allowed.
 - a. Residents/guests are not permitted to drive any wheeled device between/behind any unit to go to or from the Tavares Crossroads shopping plaza.
- L. Yard sales are not permitted except for community-wide yard sales authorized/approved by the Board of Directors.
 - a. Items for sale may be listed/displayed on the community bulletin board by the Pool.
 - b. Please notify the Board of Directors that you will posting an item on the community bulletin board within 72 hours, or it will be removed.
 - c. No profanity, vulgarity, or offensive items may be posted. If they are found posted, they will be removed immediately.
- M. Nothing shall be hung out nor exposed on any part of the common elements or limited common elements with the exception of a hose reel attached to the fence not more than 3 feet from the building.
 - a. Limited holiday decoration will be allowed during the recognized holiday season; however, they cannot be attached to the stucco, roof, eaves, soffits, etc.
 - b. One portable and removable United States flag may be displayed with a ground standard or fence bracket. No attachment to the unit is permitted.
(See 718.113-4)
 - c. No clotheslines are permitted to be attached to the building nor are any use of outdoor standalone/umbrella/retractable/pole clotheslines.
- N. No owner/resident shall display advertisements, signs or notices on the common elements or within the unit which may be visible from the exterior, except "For Sale" or "For Rent" signs.
 - a. Owners MUST have authorization from the Board of Directors for these signs.
 - b. If signs are posted without prior written consent the owner may be subject to fines.
- O. Climbing of trees, fences, and on buildings is not permitted.
- P. Common Areas:
 - a. No lawn furniture, planters, water hoses, or recreational activities such as kiddie/dog pools, outdoor games, corn hole boards, etc. shall be left on the grass in common areas which would be an obstruction to mowing/edging of the lawn.
 - b. No basketball hoops permitted unless you are able to bring them inside your unit when not being used. They can not be left outside due to liability issues.
 - c. Common areas under the front of the windows are for decorative landscape purposes only.
 - d. The front of the units are not to be kept as patios. All chairs, toys, and trash are to be removed daily.
 - e. No plants or decorations can be added by the unit owner to the common areas, without prior approval from the Board of Directors/Management Company.

- f. The Association/Management Company has the right to remove any unauthorized items from the common areas without notice, that have not been approved and recorded by the Board of Directors/Management Company.

Limited Common Areas:

- a. The limited common area in the back of each unit is to be well maintained by being free of trash, dead plants, any wooden items, and any broken/unused items are to be removed and disposed of properly.
 - b. Bicycles are to be stored neat and tidy behind the unit if they are not taken inside the unit daily.
 - c. All patio items must be neat and tidy so as not to be an obstruction to mowing/edging of the lawn.
- Q. Interior structural alterations that effect a load bearing wall is **not** permitted without prior written approval by the Board of Directors.
 - R. Exterior turbine fans or similar venting equipment is not permitted except for the exterior solar attic fans which requires prior approval from the Board of Directors.
 - a. You must have prior written approval from the Board of Directors before installing an exterior solar attic fan.
 - b. All work must be completed by The Solar Guys.
 - S. Roof vents must conform to original specifications and approved by the Board of Directors prior to installation.
 - a. All work must be completed by a licensed and insured individual/company.
 - T. All trash and garbage placed in dumpsters must be contained in secured plastic bags. All boxes must be flattened. NO paints or hazardous liquids of ANY kind shall be placed in the dumpsters.
 - a. No trash, garbage, newspapers, boxes, or other unwanted items shall be placed outside the dumpsters, even when securely bagged.
 - b. No hazardous material such as batteries, computer equipment, printers, TVs, electronics, etc. will be disposed of in the dumpsters.
 - i. Hazardous materials must be disposed of as prescribed Florida State laws and appropriate county regulations by ALL residents.
 - ii. All hazardous materials being disposed is the responsibility of the unit owner. Do not leave it on the outside of the dumpster enclosure as these items will not be picked up by WCA. You must take them to be disposed of properly at the Lake County Landfill
 - c. All large/bulk items shall be placed outside the dumpster enclosure and you are required to contact WCA to schedule the bulk item pickup
 - U. No TV antennas and/or satellite dishes shall be installed on the outside of the buildings or roofs. No support posts shall be attached to the outside of the building. See the Board of Directors instruction sheets for installation of TV antennas and/or satellite dishes.
 - V. No drill holes shall be permitted on the outside of the building.
 - W. Non-commercial charity solicitations by the children of Tavares Ridge Condominium owners or resident will be permitted. No commercial solicitations of any kind are allowed.
 - X. Doors, windows, and window screen replacement are the responsibility of the unit owner. To replace said items you must complete the Architectural and Landscaping Review & Approval Form and submit the form to the Board of Directors/Management Company. You must receive written approval prior to replacing any exterior door, window, or window screen as there are specific requirements that must be met to keep the community unified.
 - Y. One (1) Peephole security camera is permitted per unit. Any additional security cameras cannot be utilized if they effect the exterior of the building, eaves, or roof. Upon selling your unit, the unit owner is responsible for

returning the door/peephole to its original condition or leaving the peephole camera for the new unit owner.

- Z. Hurricane shutters are permitted, but you must complete the Architectural and Landscape Review & Approval Form and submit the form to the Board of Directors/Management Company. You must receive written approval prior to installing the hurricane shutters.

Buying, Selling, Renting

- A. Prior to selling, leasing, or renting a unit, the owner shall, before accepting any offer receive approval from the Board of Directors (Article XIX, Tavares Ridge Declaration of Condominium).
- B. Unit owners must reside in Tavares Ridge Condominiums for a minimum of twelve (12) months before applying for rental status.
- C. Units owing any unpaid maintenance fees or unpaid fines will be denied rental status for six (6) months, then the unit owner must reapply.
- D. Units with unresolved violations will be denied rental status for six (6) months, then the unit owner must reapply.
- E. Unit owners MUST have all renters interviewed by the Board of Directors PRIOR to moving into the unit.
 - a. If the unit owner is found to have rented their unit without their renters being interviewed, they will be removed from the rental list for six (6) months once the lease is up for the renter.
 - b. If it is found that the renters have additional individuals residing there **and** the unit owner is aware, they will be removed from the rental list for six (6) months once the lease is up for the renter.
- F. Unit owners failing to follow the rental procedures could lose their rental privilege for six (6) months up to one (1) year.

Parking

- A. Parking spaces may not be utilized for use or storage of recreational equipment such as boats, ATVs, personal watercrafts (PWCs), motor homes, trailers, etc. must be parked in the storage area next to the water tank.
 - a. All vehicles, recreational equipment, etc. that is parked in the storage area next to the water tank must complete and sign the Vehicle Registration for the Overflow Parking form.
 - b. Registration of vehicles parked in the storage area next to the water tank must be completed and submitted within 72 hours to the Board of Directors.
 - i. Vehicles parked more than 72 hours in the storage area next to the water tank without having completed the Vehicle Registration for the Overflow Parking form are subject to towing at the owner's expense.
- B. No immobile/non-operating or expired/untagged vehicles may be parked on the common elements or limited common elements or designated parking spaces.
 - a. Unlicensed vehicles or those with expired tags will not be allowed to park on the premises and are subject to towing at the owner's expense.
- C. Repair work can be done in the unit owner's Owner parking spot on any vehicle/recreational vehicle as long as it does not exceed 24 hours.
- D. Vehicles cannot be left in visitor spaces for more than 72 hours consecutively without written permission from the Board of Directors.
- E. All vehicles must be parked far enough away from the grass to allow easy access for all landscaping, mowing, and edging of common areas.
- F. Vehicles are to be parked within the designated parking areas only.
 - a. Riding of mopeds, golf carts, or any other wheeled devices on the grassy areas surrounding the building is not allowed.

- G. Vehicles in parking spaces shall not exceed twenty (20) feet in length, eight (8) feet in width, and eight (8) feet in height.
- H. No vehicles shall be parked on any grassy area or the street nor shall they extend into the right of way of a common street.
 - a. Vehicles parked on any grassy area or the street are subject to towing at owner's expense.
- I. Parking at the designated pool parking area is permitted only for users of the pool during posted pool hours. Overnight parking of vehicles is permitted in the designated pool parking area between 10:00pm and 7:00am.
- J. Violation of the parking regulations will cause the vehicle to be towed at the owner's expense and will subject the owner/resident to a fine.
 - a. Guests are the responsibility of the unit owner/resident.
 - b. Vendors/contractors/etc. are the responsibility of the unit owner/resident.
 - c. Fines are permitted pursuant to section 718.303 (3) of Florida Statutes.
- K. Unit owners are responsible for the vendors/contractors/handyman/etc. that they hire for work done inside their unit or addition, which includes the parking regulations.
- L. Long term parking for vehicles is located near the water tank. Completion of the Vehicle Registration for the Overflow Parking form is required within 72 hours or the vehicle is subject to towing at the owner's expense.
- M. TRCHA, Inc. is not responsible for vandalized, stolen, or damaged vehicles that are parked in our community, to include the common areas, limited common areas, designated parking spaces, and the area next to the water tank.

Additions

- A. Unit owners may not add any room, patio or fence, nor begin any exterior alterations, color changes, repairs, replacements, or landscaping without prior written approval from the Board of Directors.
 - a. Ask the Board of Directors for the board-approved specification sheet regarding the procedure for additions when seeking approval.
- B. The exterior of patios, screen rooms, Florida rooms, or similar additions to units shall be kept in good repair and well maintained, pressure washed to remove dirt, grime, and mildew, painted, etc. on a regular basis by the unit owner. This includes the windows, screens, doors, and paneling.
 - a. Storage containers are permitted, but must be kept in good/clean condition
 - b. Damaged aluminum, metal, screens must be repaired and replaced within a timely manner
 - c. For insurance purposes these additions/enclosures are NOT covered under the Condominium insurance.
 - i. Any water damage caused to these additions/enclosures is the responsibility of the unit owner.
 - ii. Any wind damage caused to these additions/enclosures is the responsibility of the unit owner.
 - iii. Any fire damage caused to the additions/enclosures is the responsibility of the unit owner.
- C. Upkeep of the bearing wall enclosed by a patio, screen room, Florida room, or similar addition becomes the responsibility of the unit owner.

Landscaping

Please see "Exhibit A" for Landscaping Guidelines

Pets

- A. No animals of any kind shall be raised, bred or kept within Tavares Ridge Condominiums for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Lake County ordinances up to a limit of two (2) dogs.
- B. Pets may be kept in a unit so long as such pets or animals do not constitute a nuisance.
 - a. A determination by the Board of Directors or County officials that an animal or pet kept or harbored in a unit is a nuisance shall be conclusive and binding on all parties.

- b. Lake County Code of Ordinance describes nuisance animal as: "*Nuisance animal means any animal that unreasonably annoys or disturbs other persons, threatens the safety of other animals or persons, or substantially interferes with the ordinary use and enjoyment of life or property.*"
- C. Each Owner shall be responsible for the activities of his/her pet. The owner is solely responsible for their pet(s) and TRCHA, Inc. shall not be held responsible for any pet on the premises of Tavares Ridge Condominiums.
- D. All pets must be leash controlled when outside the unit.
 - a. All pets will be walked on a leash.
 - i. The person walking the pet shall clean up all matter created by the pet.
 - b. No pets are permitted outside the unit unless they are on a leash.
- E. Pets will not be tied up/tied out on the exterior of the unit or in the common areas.
 - a. No dog runs or enclosures are permitted.
 - b. No pets are permitted to be left alone outside.
 - c. No pets are to be left outside in any sort of cage or pen

Pool

- A. Operation and use of the pool shall be in accordance with the Pool Rules and Regulation approved by the Board of Directors.
 - a. Violations are subject to the fining procedures or suspensions of pool privileges.
- B. Please see "Exhibit B" for Pool Rules

Fines and Collections

The collection of fines and appeals of fines by owners/residents, as allowed pursuant to Section 718.303, Florida Statute.

The association may levy fines against owners/residents for failure to comply with the rules, but they must be allowed the right to appeal.

An individual can, in writing, file a complaint with the Board of Directors and/or Management Company who will investigate the complaint. The Board of Directors and/or Management Company **may on its own volitions initiate an investigation**. The procedures are as follows:

- A. A report will be compiled upon completion of the investigation and submitted to the Board of Directors.
- B. During an open meeting, the Board will determine if there is reason to believe a violation of TRCHA Rules and Regulations has occurred. If so, the Board will provide written notice to the alleged violator. Said notice shall contain a brief description of the alleged violation, and the date, time, and location of the Board meeting at which the complaint will be heard. This notice shall be in writing and delivered by Certified U.S. Mail or hand delivered to an adult member of the alleged violator's household.
- C. No complaint meeting regarding the alleged violation shall be held without providing the alleged violator fourteen (14) days advance notice and shall be open to all homeowners.
- D. At the complaint meeting, the Board of Directors and/or Management Company will present testimony and evidence regarding the violation. The alleged violator shall have the right to put on testimony, question witnesses, and present evidence in his/her defense.
- E. After reviewing all facts and evidence presented, the Board shall take a vote with one of the following findings:
 - a. No Violation
 - b. Violation
 - c. Finding Withheld

In the event that the Board finds no violation: The fact that a complaint has been filed may be acknowledged but never be used regarding any subsequent alleged violations.

In the event that the Board finds violation: The Board of Directors, after duly notifying the owner/resident, will allow twenty (20) days for corrections to be made. If no response is forthcoming the Board of Directors will take remedial action as determined by the Board. Compensation to the association will be levied as a fine and will be commensurate with the

remedial action taken. No fine may exceed \$100.00 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 the aggregate exceed \$1,000.00.

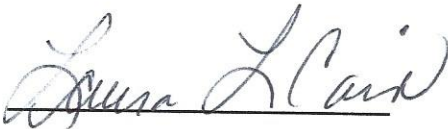
Any owner or occupant, having been assessed a fine, has thirty (30) days in which to pay the fine or serve to the Board a written objection to the assessment. In the event an owner/occupant of a unit, having been assessed a fine, fails to serve such notice, it shall be deemed that the right to appeal is waived and the fine is due and payable. If an owner/occupant or guest of same, having been assessed a fine, and in a timely manner notified the Board of intent to appeal in writing, the Board shall convene an appeal panel.

The appeal panel will be appointed by the Board of Directors and shall consist of three (3) members who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The panel shall hold a hearing within thirty (30) days of them being appointed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner.

No fine will become a lien against a unit. However, the Board, in its sole discretion may seek remedies in the appropriate court in and for Lake County, Florida to enforce the fine against the named individual(s).

This revised Rules and Regulations Document approved by the Board of Directors on 05/24/21, replaces 04/15/2013 documents recorded in Lake County Book 4309, PG 878, Instrument #: 2013042706

(Corporate Seal Here)



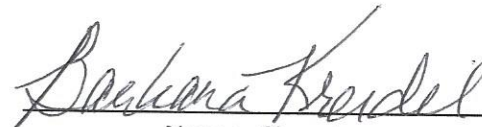
Laura Cain – President

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 10 day of Nov, 2021

By Laura Louise Cain as the President of Tavares Ridge Condominium Homeowners Association, Inc. a Florida Corporation, on behalf of the Corporation, who are personally known or who have produced FLDL as identification.


Notary Signature