

**Tavares Ridge Condominium Homeowner Association, Inc.  
Interview Discussion Items**

Rules and Regulations and Governing Documents are strictly enforced. Violation letters and fines may be issued if it is found that you or your guests are not complying.

<b>Initials</b>	<b>Item Description</b>
_____	Is the condo home being purchased by a company? Yes / No
_____	All adults living in the condo home must be approved by the Board. Will there be any other adults living with you on a permanent basis? Yes / No
_____	There is a limit to the number of people who can occupy our condo homes. There are only two people allowed per bedroom. If you are purchasing a 2 Bedroom, then only four people are allowed to live in the condo home, three bedroom is six people.
_____	The 2021 Maintenance Fee (or Association Dues) is \$166 monthly due on the first of each month. It is late on the 7 <sup>th</sup> . The dues generally go up each year to cover expenses and for our reserves to provide for new roofs, roof repairs, painting, maintenance on the buildings, common areas, roads, pool maintenance, insurance, and termite bonds.
_____	Mail your payment to Tavares Ridge Condominiums, C/O First Federal Bank, P.O. Box 2709, Lake City, FL 32056. All checks are made payable to Tavares Ridge Condominium Homeowners Assoc. You can also pay online through the portal via <a href="http://bosshardtcam.com">bosshardtcam.com</a>
_____	Condo living is similar to apartment living. You will need to be respectful of your neighbors and limit noise (no loud music, TV, slamming doors, etc.).
_____	Your condo home can only be used as a personal dwelling. This is part of the Declaration of Condominium and can be found on our website <a href="http://www.tavaresridge.com">www.tavaresridge.com</a> .
_____	If you have a complaint, concern or question please contact our Property Manager: RealManage via email: <a href="mailto:tavridge@ciramail.com">tavridge@ciramail.com</a> or phone 1-866-473-2573

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Do you have any pets? Yes / No What type of pet(s) do you own?

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Dogs must be registered with the office yearly (license, vaccination record). We also need to know the breed, color, weight, etc. and you are allowed two dogs per unit. You must pick up after the dog(s), the dogs must be on a leash while outside and cannot be tethered. (This is a State Law). If the dog becomes aggressive, bites, or the barking disturbs others, you will be asked to remove the dog from your condo home.

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In a condo home you own from the perimeter drywall to the perimeter drywall & from the paint on the ceiling to the covering on the floor. You own the plumbing and electrical inside the walls exclusive to your unit and these are your responsibility. Any patio or add on room on the back is your responsibility. If you have, or you add a room or screened patio on the back of the unit, the back wall that is enclosed, becomes the owner responsibility as well. There is a shared pipe from your sink waste that is shared between you and your neighbor. This one pipe would be maintained by the Board.

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Some condo homes have the original polybutylene plumbing (gray pipes). These pipes may leak over time. Some units have been replumbed. If you need to replumb your unit, the contractor must be licensed and insured. You will need to contact the Board with the information. You cannot run any new pipes on the outside of the building. If you do this, you will be responsible for having this item corrected. You will need to get a permit for this plumbing work from Lake County.

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All electrical and plumbing work must be done by a licensed and insured Contractor. You are part of a multi-family building and any work done incorrectly may affect other units.

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Satellite or Dish: Contact the Board prior to signing up. Your dish cannot be attached or mounted to the building or roof (this includes the wires and dish).

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Most items you decide to do must be approved by the Board. It is better to ask. Fines are \$100 per day up to \$1,000.

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Alterations, modifications, and changes can only be requested by unit owners. All requests must be in writing via our ARC Form located on the website. This includes items such as changing or adding plants, adding a patio to the back, replacing windows, etc. No exterior work can be done without prior written approval from the Board of Directors. No structural changes, planting or exterior decorations are allowed. (Holiday decorations are allowed during the holiday season, but cannot be attached to the stucco or roof.) If in question, please ask.

You have one reserved parking place exclusive to your unit. There is also one "guest" space not marked. Anyone is allowed to park in any guest space. If you have more than 2 vehicles on a regular basis for your condo home, the additional vehicles must park up on the hill by the water tank.

All commercial vehicles, trailers, motorcycles, oversized vehicles, mopeds, boats, RV's, etc. are to park on the hill parking area by the water tank & be registered with the Board. The pool area parking is only for the pool during pool hours. POD's are not allowed to be placed in the owner parking spot. Golf carts are not allowed. All vehicles either on the hill or in a parking spot must have a current license tag.

The speed limit in our community is 15 MPH and there are several stop signs where you should make a complete stop before proceeding.

Limited Common Area: Your "backyard" exclusive to your condo is 27 ft x 12 ft. This area is where owners have added a screen room, patio or other room. Your unit owner parking place is also a limited common area.

Common areas: Land outside the buildings, the structure and roofs are managed by the HOA; windows and doors are maintained by the unit owner but must adhere to the same look as the rest of the community and must be approved for any changes first. Maintenance of the storm doors and add-on rooms are the owner's responsibility for maintenance, upkeep, insurance, etc. Children should not play, dig or leave toys outside in the common areas or play behind other owner's units. Fire pits cannot be placed on the common areas or near the building. You cannot store personal items on common areas. Clotheslines are not allowed except in your own limited common area grass in the back of the unit or on your own patio/porch. The clothesline cannot be attached to the building or on the shared common areas.

Landscaping and Mowing is done weekly. Do not leave any items in the grass to hinder the work of mowing the grass and trimming.

Please read our Rules & Regulations and we ask that you abide by these items to avoid being fined by the Board. This is on our website.

Dumpsters: The dumpsters are ONLY for the condo owners and tenants. Guests of owners and tenants cannot bring their yard waste or other items for disposal in our community. There is a local dump they can use. All boxes should be flattened, all trash bagged. Do not leave trash outside the dumpster.

Large items should be placed outside the dumpster (NOT in the enclosure or in front of the dumpster). If you place a large item outside the dumpster it is your responsibility to call the number on the dumpster to request a pick up.

Mailbox keys can be obtained at the Tavares Post Office.

Pool: Keys can be obtained by contacting the Board. If you do not have a key from the previous owner, it is \$75 & if you lose the key it is \$75 to replace the key. Renters must pay a \$25 deposit for a Pool Key. Follow all Pool Rules, do not let anyone in who doesn't have a key or you may lose your pool access. No one under 16 is permitted without adult supervision at all times.

We allow a limited number of rentals in our community. You are not able to rent your unit until you have lived in it for 12 months or longer. You must submit a request to us, and your prospective tenants must complete an application and back ground check first. In order to rent your unit you must also be current on your dues with no unresolved violations.

The Annual Owner's Meeting is in January. Regular Board of Director meetings are posted on the bulletin board by the pool 48 hours in advance.

The above is a quick review of some of the Rules & Regulations, and is not all of the rules, that govern this Condominium Homeowners Association. Please read all of TRCHA's governing documents as soon as possible. You can download these from our website at anytime.

I have read the above and will abide with the rules and regulations that governs Tavares Ridge Condominiums Homeowners Association, Inc.

Unit #

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Owner's Signature

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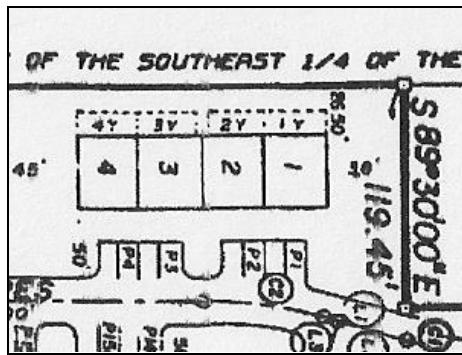
Witness (Board Member)

## Add-on Room/Patio

(See Diagram on Page XII for exact measurements of Limited Common Area)

### Procedures for Adding a Patio, Screen Room, or Solid Wall Room

1. Unit owner should send written request for permission to Tavares Ridge Homeowners Association. A sketch with specific dimension, material, color, etc. must be included in this correspondence. (NOTE: Per Decl of Condo, the "Y" area or "Limited Common Area" for add-on should not be any larger than 27 ft wide x 12 ft deep for inside units nor 29 ft wide x 12 ft deep for end units. This is the total "limited common area" authorized for the units including a/c unit, outside water faucet, flowers, scrubs, etc. Encroachment onto "common area" is not permitted. See picture below.)
2. If request is approved, Tavares Ridge Homeowners Association will send written approval to unit owner.
3. Per Declaration of Condominium, Article III, Para "D" "... patio rooms placed on limited common elements designated on the plot plan with a designation commencing with the letter Y shall be maintained by the unit owner. "



*The "Y" area behind the unit represents the limited common area for the unit.*

The above mentioned two steps must be completed and in possession of the Board of Directors before proceeding with the following requirements.

## **Patio or Screen Room Addition**

You may have a concrete patio, screen room, windowed Florida room or a solid wall room added to your condo unit at your expense. While a variety of room designs are available commercially, the association board requests that the chosen "look" be in keeping with the rest of the community. Also, please note that any patio and room addition is your responsibility to maintain and protect. It must be kept clean and in good repair and is not covered under the community's master insurance policy. You are encouraged to purchase the insurance necessary to protect your investment.

### **To Add A Concrete Patio**

1. Send a written request to the TRCHA board, 30110 Tavares Ridge Blvd, Tavares, FL 32778. Be sure to include a sketch showing patio dimensions, etc. Written approval by the board must be received before proceeding.
2. Next, obtain a building permit from the Lake County Building Services office. It is located on the 5<sup>th</sup> floor of the county administration building (the round building) on Main Street in Tavares. You will need to take proof of ownership of your condo with you.
3. Third, contact Orkin Exterminating Company to arrange for ground treatment to prevent termite infestation. The phone number is 787-1357. A copy of both the county building permit and the certificate of treatment from Orkin must be received by the TRCHA board before the concrete slab can be poured.
4. Be sure to inform your licensed contractor that damage to the community's common elements during construction must be avoided. This includes, but is not limited to, damage to grass areas surrounding your condo building. Cement must be pumped in from the nearest street. Cement trucks and/or other heavy construction vehicles cannot be driven or parked on the grass. Preventive measures must also be taken to ensure that rain washout of soil around and under the concrete slab does not occur.

**Tavares  
Ridge  
Condominium**

Homeowners Association Inc

## **To Add A Screened Aluminum Porch Or A Florida Room**

In addition to the preceding requirements, you must:

5. Include in your request specific information pertaining to the room you wish to have constructed. If possible, provide an illustration or photo of the planned room. Written approval by the TRCHA board must be received before proceeding.
6. Obtain both a Lake County zoning clearance and a building permit and provide a copy of the building permit to the TRCHA board. A screen room or Florida room permit is 15 cents per square foot or \$75, whichever is greater. Zoning clearance is \$25 (Only one building permit is required if you are having a concrete slab poured and a room built as one job).
7. As previously stated, you and your contractor must take care to prevent immediate or future damage to the community's common elements, including soil washout.

## **To Add A Solid Wall Room**

1. Follow steps one through four above. The county's building permit charge for a solid wall room is .105 cents per square foot. Also, the county requires that any room addition costing more than \$2,500 to build requires a Notice of Commencement issued by the Clerk of Courts recording office.

If you have any questions or concerns, please bring them to the TRCHA board's attention beforehand. We will strive to work with you in any reasonable way for your personal benefit and that of the community.

### **Maintenance Responsibility for Add-ons**

#### **Declaration of Condominium, Article X - Maintenance**

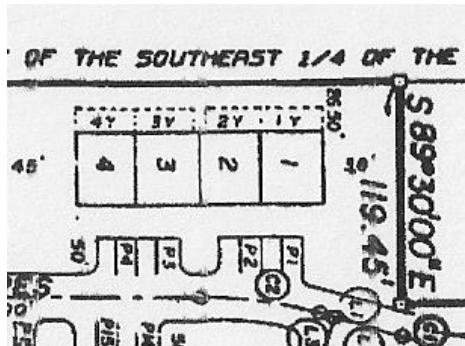
B. The Association shall have the power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and management and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for nonpayment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve

the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair to individual condominium unit and limited common elements constructed or placed on the limited common elements whose designation commences with the letter Y.

**Declaration of Condominium, Article III, Para D:** “.... Should said maintenance, repair or replacement be necessitated by the negligence or misuse by a unit owner, his family, guests, servants and/or invitees, he shall be responsible therefore, the Association shall have the right to levy an assessment against the owner of said unit which assessment shall have the same force and effect as all other assessments. ..... patio rooms placed on limited common elements designated on the plot plan with a designation commencing with the letter Y shall be maintained by the unit owner.”

### **Notes:**

Your "limited common area" behind your unit (designated by the dotted line) from the outside of the building is limited to the maximum of 12 feet deep and 27 (inside units) or 30 feet wide (this includes where the a/c condenser is located and the outside water faucet). The back of the unit building is 26 or more feet from the property line per our survey map which can be downloaded from Lake County records (OR Bk 0794, Pg 0789).



Of course the screened room is usually less than the maximum width leaving the water pipes & a/c outside of the add-on room. Some owners make the add-on room smaller leaving an outside area near the door for a concrete patio around the a/c for smokers/barbeque grills, etc. which cannot be located in the screened room per fire code.

Please be sure that your concrete slab is not level with the ground otherwise you will have water erosion coming inside the patio/screen room. The slab should be at least 3 inches above ground level (back door level). We are seeing this problem with other units owners who built their slabs level with the ground and now expect HOA to do something about the water coming inside their room. We have told them that this is their responsibility and not the HOA's but have suggested they install a small concrete curb around the outside of the room to prevent the water from coming inside the screen room. **Remember the maintenance and insurance for this add-on room/patio is the responsibility of the unit owner not the HOA. The unit owner is also responsible for any erosion around or beneath the concrete slab.**

**Tavares  
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**Satellite TV Dish Antenna**

**Installation Guidelines**

1. Cannot be installed on common area without prior Board approval. Cannot be installed in front of or on sides of units. Must be located behind units.
2. No drill holes in any portion of building structure. FCC Federal rules consider holes drilled or punched into the unit structure as destruction of property.
3. No antenna or support post may be attached to the condo building.
4. 6" X 6" treated support post to stand free or attached to one's own screen porch.
5. Not to be closer than 12" from the roof drip edge of building.
6. Post base to be at least 18" into the ground.
7. Post with antenna mounted not to exceed a height any higher than necessary to obtain a clear signal normally not more than 18" above the porch roof. In no case may it be higher than the main roofline.
8. Antenna cable to run along the porch to follow the wood drip edge area – not on the outside of the building. The cable may then be put through the screen vent into the attic. This prevents holes from being drilled into the building.

The buildings facing west and south need not have a post any taller than about 6 feet, as the satellite which produces the signal is in the southwest sky.

## Can a Satellite Dish be Installed on a Condominium Building? (from the Florida Condo & HOA Blog)

By Joseph Adams on August 11th, 2015

Joseph E. Adams joined Becker & Poliakoff, P.A. in 1987. He concentrates his legal practice on the law of community associations

**Question:** I am currently renting a condominium unit that is on the second floor of a four-story building and want to get satellite television. The satellite television provider came out and said that because of the direction of the building, the only way I can get signal is to install the reception dish on the roof of the building and run a wire to my unit. My landlord, who owns the unit, says it is fine with him, but the condominium association has denied my request. I thought that the law said I could put the dish where I needed to get a signal. Can the association prevent me from installing the dish on the roof? A.F. (via e-mail)

**Answer:** Yes. The Federal Communications Commission ("FCC") has adopted a rule which regulates the use of "[Over The Air Reception Devices](#)", commonly called the "OTARD Rule." The rule states that a condominium association must allow a resident to install a satellite reception dish of one meter or less in diameter within the portion of the condominium property the resident owns or has exclusive use of.

As such, a satellite dish can be in the unit itself or another area that the resident has exclusive use of, often a limited common element lanai serving the unit. However, you would not have the right to install the dish on the roof of the condominium building, an exterior wall of the building, or in other common outdoor locations.

## **Declaration of Condominium**

### **ARTICLE XIX - MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS**

#### **A. Occupancy and Use. The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and members of his family and social guests, and for no other purpose.**

1. In the event the unit Owner is a corporation, the unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the developer or the Management firm, if there is a Management Agreement in effect and thereafter by the Board of Directors of the Condominium Association.

2. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or **which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.**

3. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.

4. No person shall use the common elements, or any part thereof, or a Condominium Unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

5. No unit owner shall show signs, advertisements, or notices of any type on the common elements or on his unit or within his unit which said signs, advertisements, or notices are visible from the exterior of the unit, without the prior written consent of the Association, with the exception of "For Sale" or "For Rent" signs, the size of which must be approved by the Association.

**CONDOMINIUM  
UNIT-OWNER RIGHTS AND  
RESPONSIBILITIES**

DEPARTMENT OF  
BUSINESS AND PROFESSIONAL REGULATION  
Division of Florida Condominiums, Timeshares,  
and Mobile Homes  
1940 North Monroe Street  
Tallahassee, Florida 32399-1030  
Telephone: (850) 488-1122  
Facsimile: (850) 488-7149  
Toll Free: (800) 226-9101 (in Florida only)

Web Address:  
[www.MyFlorida.com/dbpr/](http://www.MyFlorida.com/dbpr/)



## INTRODUCTION

The State of Florida provides a number of rights for condominium owners through Chapter 718, Florida Statutes (F.S.), also known as the Condominium Act, and the corresponding administrative rules, Chapters 61B-15 through 61B-24, Florida Administrative Code (F.A.C.). Along with these rights come various responsibilities that correspond to this type of community living. This brochure summarizes the rights and responsibilities of unit owners under the Condominium Act.

You should refer to the specific statutory section or rule for the exact language of each cited provision. You may visit [www.MyFlorida.com/dbpr/](http://www.MyFlorida.com/dbpr/) or contact the Division at the address on this brochure to obtain a copy of the statute or the rules.

## RIGHTS

### Unit owners have the right to:

#### **Meetings and Notices**

1. Receive at least 48 hours' notice of board and committee meetings, except in the case of valid emergencies, posted conspicuously on the association property. Section 718.112(2)(c), F.S.
2. Attend board and committee meetings except meetings to discuss personnel matters or meetings between the board or a committee and the association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. Section 718.112(2)(c), F.S.
3. Receive notice of meetings at which the board shall consider a special assessment or changes to rules concerning unit use. Notice must be by mail, electronic transmission, or personal delivery and posted on the condominium property at least 14 continuous days in advance. Section 718.112(2)(c), F.S.
4. Receive notice of the annual meeting along with an agenda, by mail, electronic transmission, or personal delivery and by posting on the condominium property at least 14 continuous days in advance. Section 718.112(2)(d)2., F.S.
5. Receive at least 14 days' advance notice of a budget meeting, along with a copy of the proposed annual budget, by mail, electronic transmission, or personal delivery. Section 718.112(2)(e), F.S.
6. Receive notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf. Section 718.119(3), F.S.
7. Speak at board, committee and annual meetings subject to reasonable restrictions. Sections 718.112(2)(c), F.S. and Rule 61B-23.002(9), F.A.C.
8. Record board, committee or unit owner meetings subject to reasonable restrictions. Section 718.112(2)(c), F.S.; Rule 61B-23.002(10), F.A.C.
9. Receive written notification of any special assessment which must state the specific purpose(s) of the special assessment. Section 718.116(10), F.S.
10. Receive notification of a hearing before a committee of other unit owners before the board can levy any fine or suspend use rights for a document violation. Section 718.303(3), F.S.

#### **Elections**

1. Receive the first notice of an election no less than 60 days prior to the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(4), F.A.C.
2. Submit his or her name in writing as a candidate for election to the board no less than 40 days prior to the election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021(5), F.A.C.
3. Submit candidate information sheet no less than 35 days prior to the election. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(7), F.A.C.
4. Receive a second notice of the election, a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets no less than 14 days prior to

the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(8), F.A.C.

5. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. If there are not more candidates than vacancies then the association is not required to hold an election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021, F.A.C.

### **Voting, Generally**

1. Vote by limited proxies unless general proxies are specifically allowed by statute. Section 718.112(2)(b)2., F.S.
2. Vote at a meeting or by written agreement with a majority of all unit owners to recall any board member. Section 718.112(2)(j), F.S.; Rules 61B-23.0027 or 61B-23.0028, F.A.C.

### **Association Funds**

1. Receive annual financial reports as follows:
  - a. If the association consists of 50 units or fewer, or has revenues of less than \$150,000, then, within 120 days following the end of the fiscal or calendar year or annually as provided in the bylaws, the association must provide a financial report of actual receipts and expenditures. Section 718.111(13), F.S.; Rule 61B-22.006, F.A.C.
  - b. If the association consists of more than 50 units and has revenues of at least \$150,000, then, within 120 days following the end of the fiscal or calendar year or annually as provided in the bylaws, the association must provide a compiled, reviewed or audited financial statements, prepared in accordance with generally accepted accounting principles. Section 718.111(13), F.S.; Rule 61B-22.006(1), F.A.C.
2. Vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association. Section 718.112(2)(e), F.S.
3. Pay assessments on a quarterly or more frequent basis. Section 718.112(2)(g), F.S.

### **Generally**

1. Exclusive ownership and possession of their condominium unit. Section 718.103(27), F.S.
2. Membership in the association and full voting rights as provided in the declaration of condominium. Section 718.106(2), F.S.
3. Use the common elements and association property without paying a use fee unless the declaration of condominium so provides, or the unit owners by a majority vote of the association approve of such a fee, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property. Section 718.111(4), F.S.
4. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. Section 718.123, F.S.
5. Inspect the association's official records subject to the reasonable rules adopted by the association.
  - a. The association must make its records available for unit owner inspection within five working days after receiving a written request.
  - b. The right to inspect the records includes the right to make or obtain copies, the reasonable expense, if any, of the unit owner. Section 718.111(12), F.S.; Rule 61B-23.002, F.A.C.
  - c. The right to inspect the records includes the right to use a portable device, such as a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association

providing a copy of such records. The association may not charge a member or his/her authorized representative for the use of a portable device. Section 718.111(12)(c), F.S.

6. Receive a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division. Section 718.112(2)(a)2., F.S.
7. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum. Section 718.1124, F.S.
8. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes. Section 718.1255, F.S.; Rule 61B-45, F.A.C.  
Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer. Section 718.302, F.S.
9. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee or a director who willfully and knowingly fails to comply with Chapter 718, F.S., the applicable administrative rules, or the condominium documents. Section 718.303(1) and 718.1255, F.S.; Rule 61B-45, F.A.C.

## **RESPONSIBILITIES**

### **Unit owners have the responsibility to:**

1. Pay their share of the common expenses as defined in the statute and the condominium documents. Sections 718.103(9), 718.115(2), and 718.116, F.S.
2. Use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners. Section 718.106(3), F.S.
3. Provide the association access to their units during reasonable hours for the following:
  - a. To maintain, repair or replace any common elements;
  - b. To prevent damage to the common elements or other units; or
  - c. To maintain the unit as required by the declaration of condominium.  
Section 718.111(5), F.S.
4. Not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains. Section 718.113(3), F.S.
5. Comply with the provisions of Chapter 718, F.S., the applicable administrative rules, the declaration of condominium, the articles of incorporation, the bylaws, and the rules of the association. Sections 718.303(1), and (3), F.S.
6. Attend and participate in unit owner meetings;
7. Attend board and committee meetings;
8. Vote on issues presented for a unit owner vote and elections;
9. Cooperate with other unit owners in day-to-day community life;
10. Bring any concerns or problems to the board of directors' attention;
11. Serve on the board of directors as needed; and
12. Be familiar with the provisions of the condominium documents.

**Revised May 2014**

## **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 7<sup>th</sup> 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.

INSTRUMENT #2021156690  
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

# Tavares Ridge Condominium Homeowners Association, Inc.

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.

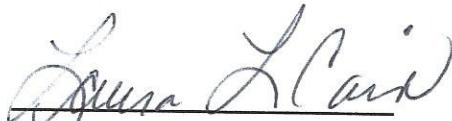
**Any owner or occupant, having been assessed a fine, has thirty (30) days in which to pay the fine or serve to the Board a written objection to the assessment. In the event an owner/occupant of a unit, having been assessed a fine, fails to serve such notice, it shall be deemed that the right to appeal 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.**

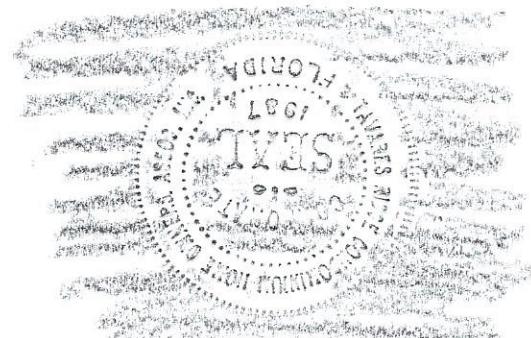
**No fine will become a lien against a unit.** However, the Board, in its sole discretion may seek remedies in the appropriate court in and for Lake County, Florida to enforce the fine against the named individual(s).

**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

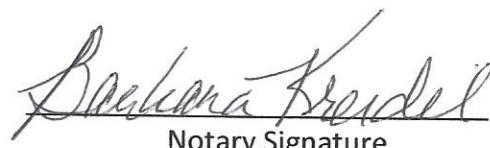


STATE OF FLORIDA

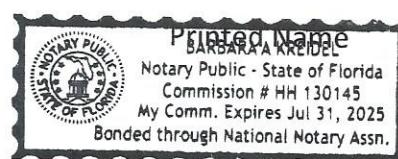
COUNTY OF LAKE

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 FL DC as identification.



Barbara Kreidel  
Notary Signature



**Tavares  
Ridge  
Condominium**

Homeowners Association Inc

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET**

As of January 2021

**Q. What are my voting rights in the condominium association?**

A. The legally registered owner(s) of each condominium unit is entitled to one (1) vote for each condominium unit owned. This vote may be cast for all matters in which the membership is entitled to vote. See Article VII of the Declaration of Condominium, Article IV of the Articles of Incorporation, and Article VI, Section 7 of the By-Laws for more detailed information.

**Q. What restrictions exist in the condominium documents on my right to use my unit?**

A. You may use your unit only as a private, residential dwelling. There are also certain restrictions regarding number of residents, rental, alteration of units, nuisances, pets, parking, permitted motor vehicles, lawful use, signs, refuse, storage, maintenance, and antennas. See Article XIX of the Declaration of Condominium and the Rules and Regulations for more detailed information. All areas outside the unit are managed by HOA and require prior written approval before anything can be done in these areas.

**Q. What restrictions exist in the condominium documents on the leasing of my unit?**

A. No leasing/rental without written request to the Association and approval of applicant by Board of Directors. At present no more than 40 units may be leased/rented at any time and we are currently at our capacity of rentals. No unit may be leased until it is used as a private dwelling by the unit owner for 12 months. See Article XIX, C and E of the Declaration of Condominium for more detailed information.

**Q. How much are my assessments to the condominium association for my unit type and when are they due?**

A. The monthly assessments for all units are \$166. The assessments are due on the first day of the month, but you can pay in advance. The amount of assessments in the future will be based on future budgets, which may increase or decrease the monthly assessments. See Article XII of the Declaration of Condominium and Article VIII of the By-Laws for more detailed information. Monthly assessments are \$166 and due before the 7<sup>th</sup> day of the month. The late fee is \$10 monthly and interest is 18%.

**Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in the association? Also, how much are my assessments?**

A. No

**Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

A. No.

**Q. Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.**

A. No.

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.**

Brief Description of Living in our Condominium Homes

First and foremost, a condo is an apartment; not a duplex, triplex, etc. Condo living is different than other types of home ownership. In a condo, you own the inside space from wall to wall, floor to ceiling, corner to corner, front to back inside. All electrical wiring and plumbing pipes inside the unit are the owner's responsibility. All outside building structures, doors, windows, roof, and yards are considered "common area" and are owned and managed by the Association and the Board of Directors. Added on screen porches placed on the unit's limited common area are owned and maintained by the unit owners which includes insurance, appearance and upkeep. The interior perimeter drywall is condo structure but must be cared for by the owner.

1. No exterior work may be undertaken without prior written approval of the Board of Directors. No structural changes, no planting, no exterior decoration outside, except holiday decorations during holiday seasons. If in question, please ask first.
2. Please be considerate of your neighbors with regard to noise. No loud TV's, radios, or other sound instruments, which would be considered a disturbance to your neighbors.
3. Pets must be leased at all times while outside your unit. All pet droppings must be picked up and disposed of immediately. Please remember this is required by Lake County Code and can be enforced by your neighbors calling Animal Control. All units are limited to a maximum of 2 dogs.
4. Parking: Only one (1) space is provided for each unit and is marked "Owner". Please do not park in another Owner's parking spot. All unmarked spaces can be utilized by any owner or guest. Remember that no RV's, boats, large commercial vehicles, or motorcycles are allowed to park in owners or guest spaces. These vehicles must be parked in the "water tank" area near the swimming pool. Parking spaces at the swimming pool are for swimmers' use only during pool operational hours.
5. Traffic regulations will be adhered to at all times. The speed limit within the community is 15 mph and you must come to a stop at all "STOP" signs.
6. Garbage: All boxes should be flattened. All other trash should be secured in plastic bags before disposal. No trash should be placed in front of containers which would hinder truck pickup of the containers. All large items, such as furniture, should be placed on the side of the trash container and you must call for special pickup.
7. The limited backyard of each unit is considered "limited common area" and is exclusively for the use of the owner of that unit. Please do not walk behind someone else's unit or let your children run or play there either.
8. Children: No toys are to be left on the front lawns or roads. No bicycle riding on the grass. No climbing on the fences, trees, etc. No throwing of rocks or balls at any structure. No person under the age of 16 is permitted in the swimming pool enclosure without an adult guardian.

The above is a quick review of some of the Rules & Regulations and is not all of the rules that govern this Condominium Homeowners Association. Please read all of TRCHA's governing documents as soon as possible. You can download these from our website at anytime.

I have read the above and will abide with the rules and regulations that governs Tavares Ridge Condos.

---

Owner's Signature

Unit # \_\_\_\_\_

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Witness

**Tavares  
Ridge  
Condominium**

Homeowners Association Inc

**Information Sheet**

[www.tavaresridge.com](http://www.tavaresridge.com)

**Condo Living:** Condos are different from houses in that you will own only the inside of the unit. The outside of the building, the roof and the lawn are all common area managed and controlled by Board of Directors. No modification/addition/deletion can be done to these areas without prior written Board approval. Anything done without Board approval is considered a violation of our rules and can result in a \$100 daily fine to the owner.

**Buyers:** Per our governing documents all buyers MUST have prior approval by the Board of Directors before purchase of any unit. Prospective buyers must submit an application, with any applicable fees, for a background check. Once the application is received and background check is approved, a board member will contact the buyer to make an appointment to be interviewed by board members. During the interview the Approval of Transfer document will be given to the buyer to take to the title company for closing. This document must be filed at closing. All buyers are liable for any past due maintenance fees upon purchase.

**Rental Units:** Per our governing documents all renters MUST have prior approval by the Board of Directors before a unit can be rented. Units must be occupied by owner(s) for one year prior to requesting permission to rent the unit. The governing documents currently limit rental units to only 40 units. Renters must have prior approval from the Board of Directors. No units will be approved for rental if there is a balance due on maintenance fees. The renters must submit an application, with any applicable fees, for a background check, prior to rental of the unit. If approved, a Board Member will contact the renter(s) to meeting with them. Renters are required to follow all community rules and regulations. The unit owner is responsible for all renters and their actions/fines.

**Maintenance Fees:** Our documents provided a maintenance fee payment plan of quarterly payments – Jan, April, July, and Oct. As a convenience to our homeowners we allow a monthly payment plan but once fees become more than 3 months behind on the payments, they must use the quarterly payment plan. 2021 Fees are \$166 monthly or \$498 quarterly with late fees if paid more than 7 days late. The finance charge on fees over 30 days is 18% annually.

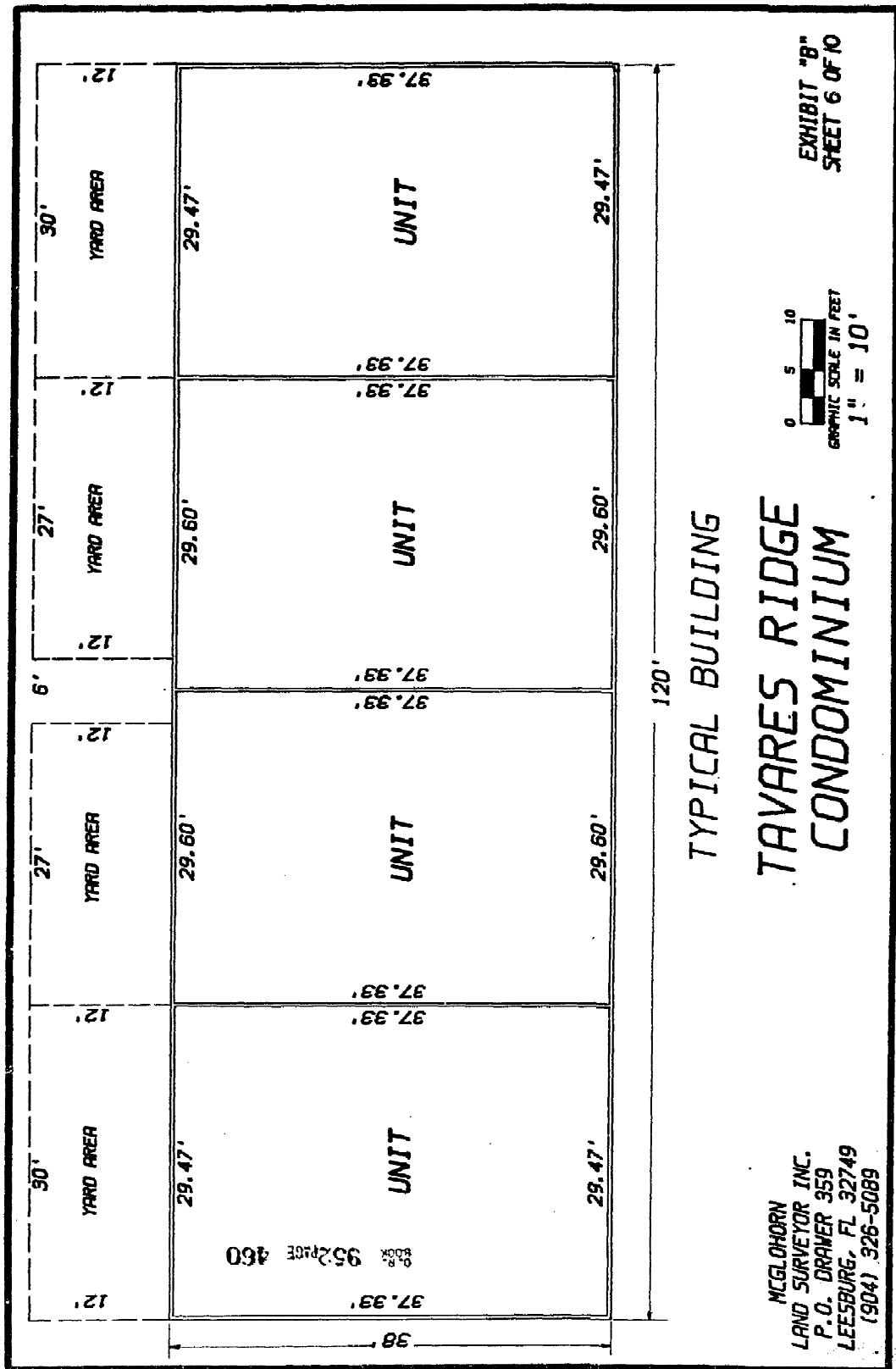
**Utilities:** All utilities are paid for by the unit owner.

**Insurance:** All unit owners must purchase condo insurance and provide a copy to the Board of Directors.

**Dogs:** Currently our documents allow a maximum of 2 dogs, no weight limit. Full rules available online.

**Parking:** All units are provided only one parking space. All unmarked spaces are open to all visitors/owners. These unmarked spaces are not reserved for any one unit but are usually used as a second car parking space. Any unit owner with more than two vehicles must park all excess vehicles near the Water Tank or at the entrance. Motorcycles, RV's, boats, commercial vehicles, and trailers are NOT allowed in any parking spaces.

**Satellite TV:** There is a restriction on how satellite TV dishes can be installed for unit owner. Specification sheet is given to each homeowner. NO WIRES ARE ALLOWED ON OUTSIDE OF BUILDINGS.



## **Building Design**

## The Boundaries of What a Unit Owner Owns

**In simple terms, the owner owns from the paint on the ceiling down to the concrete floor foundation; from the paint on the exterior drywall to the paint on the opposite exterior drywall. The owner owns all interior drywall partitions. The owner owns all pipes and wires that service only that unit. For instance, the water pipes and electricity line from the outside meter into the unit and throughout the unit, is the owner's responsibility for repairs and/or replacement. The owner is responsible for all additions added to the unit, i.e. storm door, hurricane shutters, screen rooms or patio, etc. The owner is responsible for all erosion around screen rooms or patios. See below for the TRCHA document outlining this.**

### TRCHA's Declaration of Condominium, Recorded Feb 8, 1988, O.R. Book 952, Pg 425

#### Article I - Definitions

- **"Common Elements"** means the portions of the condominium property not included in the individual units. The term "common elements" does not include conduits, pipe, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to only one unit although same may be located in the common elements. *[Note: This is all of the outside area surrounding the units except for additions.]*

#### Article II - Para B: Unit Boundaries

1. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective "Condominium Unit", nor shall the owner be deemed to own the pipe, wires, conduits or other public utility lines running through said respective "Condominium Unit", which are utilized for or serve more than one "Condominium Unit", which items are by these presents hereby made a part of the "Common Elements". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owners respective "Condominium Unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, etc.
2. Each apartment shall include that part of the building containing the unit which lies within the boundary of the unit, which boundaries are:
  - a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be in the following boundaries extended to an intersection of the parametrical boundaries:  
Upper Boundary - The horizontal plane of the undecorated finished ceiling.  
Lower - The horizontal plane of the undecorated finished floor.
  - b. Parametrical Boundaries. The parametrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries.

#### Article VI - Administration Of Condominium By Association

..... In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, to levy and collect assessments and to adopt, promulgate and enforce such rules and regulations governing the use of condominium units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium unit owners.

#### Article XIX - Paragraph B:

4. The Association shall determine the exterior color schemes of the building, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix thereto, without the written consent of the Association.

#### Article XIX - Miscellaneous Provisions & Owner Restrictions

##### D. Restrictions.

7.e. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith. whereas the Corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements (see definition above).

## **Tavares Ridge Condominium Homeowners Association, Inc.**

### **RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration for receiving permission to be allowed to use the pool and pool area (hereinafter referred to as the "Amenities"), owned and/or managed by the Tavares Ridge Condominium Homeowners Association, Inc. (hereinafter referred to as the "Association"), in accordance with the Operating Plan referenced below, I, on behalf of myself and my minor children, as well as, for any minor children for whom I have the capacity to contract (hereinafter collectively referred to as "My Children"), hereby acknowledge and agree to the following:

1. I understand the hazards of the coronavirus (hereinafter referred to as "COVID-19") and am familiar with, accept and agree to abide by:

- i. the guidelines published by the Centers for Disease Control and Prevention, as well as, those published by the State of Florida and any applicable local government (hereinafter collectively referred to as the "Governmental Guidelines");
- ii. the Operating Plan, guidelines and restrictions (hereinafter collectively referred to as the "Restrictions") established by the Association for the operation and use of the Amenities and the participation of individuals, including me, My Children and any of my guests (hereinafter referred to as "My Guests") that the Association may hereafter elect to allow to use the Amenities or participate in activities (hereinafter referred to as the "Activities") on such Amenities. The above referenced Governmental Guidelines and Restrictions shall hereinafter be referred to as the "Operating Plan".

I acknowledge that My Guests are not initially allowed to use the Amenities and/or participate in the Activities. I further acknowledge and understand that that the circumstances and Governmental Guidelines regarding COVID-19 are changing from day to day and I accept full responsibility for familiarizing myself with the most recent updates and taking any and all precautions necessary to protect and ensure my personal safety and that of My Children and My Guests. I further acknowledge and agree that, in allowing the opening of the Amenities, the use of the Amenities and/or the participation in the Activities, the Association, its Board of Directors, its officers, its managers and its employees have not and do not warrant that any steps any of them have taken or hereafter may take to post signage, promote capacity limitations, social distancing, sanitation, disinfection and/or other measures they implement necessarily meet all applicable Governmental Guidelines that may be in effect from time to time or that whatever measures all or any of them may take:

- i. will reduce the likelihood of or prevent the transmission of COVID-19, other viruses and/or other communicable diseases to participants in the Activities;
- ii. will reduce any other dangers to participants in the Activities; and/or
- iii. will reduce the likelihood or risk of harm to participants in the Activities.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to use the Amenities and participate in the Activities, as well as, authorize and choose to permit My Children and My Guests to use the Amenities and participate in the Activities.

3. I understand that accidents or illness can occur while using the Amenities and/or participating in the Activities and that such might result not only from my, My Children's and/or My Guests' actions, inactions, or negligence, but the actions, inactions, or negligence of others, or the conditions of the Amenities or of any equipment used. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and state that I, My Children and My Guests are fully capable of properly and safely using the Amenities and participating in such Activities. I, My Children and My Guests are in excellent health, and I, My Children and My Guests are fully capable of understanding and handling the hazards and conditions associated with the use of the Amenities, the Activities and all related functions.

4. I acknowledge and fully assume the risk of illness or death related to and/or resulting from COVID-19 and my, My Children and My Guests being present at any of the Amenities and participating in the Activities and hereby RELEASE, WAIVE, AND DISCHARGE, on behalf of myself, My Children and My Guests, the Association, its Management, and their respective owners, shareholders, members, officers, directors, agents, employees and assigns (hereinafter collectively referred to as the "Releasees") from any liability related to COVID-19 or any other illness, injury or death I, My Children and My Guests may sustain as a result of my, My Children and My Guests using the Amenities, being on the premises where the Activities are held and/or participating in the Activities. I further COVENANT NOT TO SUE on behalf of myself, My Children and My Guests, the Releasees for any liability related to COVID-19 or any other illness, injury or death I, My Children and My Guests may sustain as a result of my, My Children and My Guests using the Amenities, being on the premises where the Activities are held and/or participating in the Activities.

5. I agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury that I, My Children and My Guests may sustain. I UNDERSTAND THAT THE FOREGOING INDEMNITY CONSTITUTES MY ACCEPTANCE OF LEGAL RESPONSIBILITY FOR AND MY AGREEMENT TO PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST ANY RELEASEE ARISING FROM MY, MY CHILDREN'S AND MY GUESTS' USE OF THE AMENITIES AND/OR PARTICIPATION IN THE ACTIVITIES.

6. I further agree not to sue, claim against, attach the property of or prosecute the Releasees for any injury, illness, death or loss caused by or resulting from my, My Children's and/or My Guests' use of the Amenities and/or participation in the Activities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause.

It is my express intent that this Release, Indemnity and Hold Harmless Agreement shall bind any and all of my heirs and personal representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named Releasees, regardless of the basis for such claim, including any claim based on negligence of any Releasee or the negligence of others. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY ASSOCIATION TO USE THE AMENITIES AND PARTICIPATE IN THE ACTIVITIES.**

7. I agree that I, My Children and My Guests will abide by the Operating Plan, as the same may change from time to time, and that if I, My Children and/or My Guests violate any of the requirements of

the Operating Plan, the Association may revoke its permission for me, My Children and My Guests to use the Amenities and/or engage in any Activities.

8. I presently have and agree to maintain and to keep in full force and effect for as long as I and/or My Children are participant(s) in the Activities and/or are using the Amenities, reasonable and sufficient personal accident and health insurance.

9. Words in the singular include the plural, and the plural include the singular. The word "or" is not exclusive and the word "and" maybe conjunctive or disjunctive in the sole and absolute discretion of the Association. The phrase "and/or" shall apply to and include both the conjunctive and disjunctive.

10. If any one or more of the provisions contained in this Agreement is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be deemed stricken and severed, and the remaining provisions hereof shall continue in full force and effect. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision that is as similar in terms to such provision as is possible to be legal, valid and enforceable.

11. I agree that this Agreement may be executed by me by electronic signature or other electronic measures, and I agree that such execution will be as binding on me as if I executed this Agreement by a signed written instrument.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND I UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE MATTERS SET FORTH HEREIN. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION, FULLY INTENDING TO BE BOUND BY SAME.**

IN WITNESS WHEREOF, I have signed this Release, Indemnity and Hold Harmless Agreement on the date set forth below.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 2020

ADDRESS:

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NAMES OF MINOR CHILD(REN): \_\_\_\_\_

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