

**LAKE TARPON SAIL AND TENNIS CLUB CONDOMINIUM ASSOCIATION
CLUB 1
RULES AND REGULATIONS**

The following Rules, Sections I through XXIV were updated and approved in November, 2007. These Rules take precedence over all Rules issued and published prior to this date. However, these Rules do not supersede the Declaration of Condominium, Articles of Incorporation, or the By-laws of the Association.

I. GENERAL

1. Unit owners should familiarize themselves with the following Rules and all the Condominium Documents. It is the responsibility of each owner to supply lessees with a current copy of the Rules and Regulations. The respective unit owners or lessees must advise all guests of current Rules and Regulations.
2. Revision of the Rules will be made if and when these current Rules become obsolete, inequitable, or fail to cover existing situations. Suggestions for such changes should be submitted in writing to the Board of Directors. At all times the Board of Directors desire to reflect the wishes of the majority of the unit owners.
3. The Board of Directors is primarily responsible for the enforcement of all Rules and Regulations. However every owner is encouraged as a "good neighbor" to politely call attention to rule infractions to the person violating the rule or in writing to the Board of Directors. No action on complaints against a unit owner or lessee can be taken by the Board of Directors unless the complaint is in writing, signed by the complainant, and is delivered to the Board of Directors.

II. RULES ENFORCEMENT

1. The Board of Directors asks for full cooperation in observance of rules, which are intended to make Lake Tarpon Sail and Tennis Club I a pleasant and safe place to live. No regimentation is intended, but the Board has the legal responsibility to administer the affairs of the Corporation and manage the property for the benefit of all unit owners.
2. Observance of these Rules and Regulations by unit owners, lessees, their guests, and employees is the sole responsibility of unit owners. Violations will be called to the attention of the violating unit owner or lessee. Disagreement concerning violations will be presented to and judged by the Board of Directors. Should the conduct be decreed in violation of the provisions of the Declaration of Condominium Association Club I, a non-profit Florida Corporation, or the by-laws of said Association, then the Board of Directors will notify the condominium owner in writing that the conduct is in violation of the afore described Governing Documents and or the Rules and Regulations of the Association. If conduct deemed to be in violation does not cease and desist upon notification by the Board of Directors, then the Board shall have the right to enforce the provisions in a court of contempt jurisdiction. All attorney fees, filing fees and other expenses incident to the enforcement of these rules by the institution of legal proceedings shall be borne by the owner of the condominium unit deemed to have violated these rules. THE ACCEPTANCE BY THE PURCHASER FROM AN INDIVIDUAL CONDOMINIUM SELLER OF THE WARRANTY DEED CONVEYING THE TITLE OR SUCH OTHER LEGAL DOCUMENT SHALL BE NOTICE OF THE ENFORCEMENT PROVISIONS OF THESE RULES.

III. USE RESTRICTIONS

1. Units are for residential purposes only, and are to be used only as a single-family private dwelling. Operating a business from a unit or using the unit in support or furtherance of a business is prohibited. A unit may be leased subject to the conditions detailed in Lake Tarpon Sale and Tennis Club I Declaration of Condominium paragraph 12.5 and these Rules and Regulations.
2. A unit owner may have houseguest(s) while the owner is in residence. Occupancy by houseguest(s) while the owner is absent is permitted, provided the Board of Directors is notified in writing of the names, number of houseguests expected, and the arrival and departure dates of said houseguest(s), and said houseguest(s) is staying thirty (30) days or less.). (Said houseguest(s) staying greater than thirty-days (30) is subject to Rules and Regulations III Use Restrictions, Sections 1 and 4).
3. Lessees may have houseguest(s) while the lessee is in residence. Lessees not in residence may not have houseguest(s) occupying their leased unit unless specific written approval has been given to the Board of Directors by the unit owner, said houseguest(s) is staying thirty-days (30) or less, and provided the Board of Directors is notified in writing of the names, number of houseguests expected, and the arrival and departure dates of said houseguest(s). (Said houseguest(s) staying greater than thirty-days (30) is subject to Rules and Regulations III Use Restrictions, Sections 1 and 4).
4. Under no circumstances may a unit be leased for less than four (4) consecutive months, nor more than once per year. The year begins on the date the lease term commences.
5. Moving in or out is not permitted on weekends or holidays without approval of the Board of Directors. The maintenance superintendent must be notified one day in advance of any move so elevator protective coverings can be installed. Call a member of the Board of Directors or send a letter with to the BOD with your moving date.
6. An owner leasing his or her unit relinquishes to the lessee for the term of the lease all privileges a unit owner would normally exercise with respect to the use of recreation facilities, parking spaces, and laundry facilities. Owners must provide lessees with all necessary keys. Lessees are not eligible to lease boat slips.
7. Outdoor cooking is not permitted on the premises except at the Common Elements picnic area.
8. No laundry, swim apparel, articles of clothing, rugs, cleaning materials or similar items shall be placed anywhere outside the unit or in such a manner it may be seen from the exterior of the unit. Nothing may be placed on the handrails throughout the building. Clotheslines may not be installed anywhere outside a unit or anywhere inside a unit that is visible from the exterior.

IV. SALES AND RENTAL OF UNITS

1. An owner who wishes to sell or lease his or her unit must file an application for approval of the buyer or lessee with the screening committee within thirty (30) days prior to the closing date of the unit sale or the signing of the lease.
2. In the event an application for approval of a unit sale or lease is received less than thirty (30) days prior to the closing date of the unit sale or signing of the lease, the owner will be notified occupancy cannot be granted until the review process is complete. Every effort will be made to meet the owner's requirements.

3. Unit owners are responsible for providing a buyer or lessee with a copy of the Declaration of Condominium Association Club I with all the attachments and exhibits and a current copy of the Rules and Regulations. Replacement copies are available from the Association for a fee of \$50.00.
4. The Board of Directors will issue a written approval of unit sale or lease. A copy of the instrument transferring title of the unit and or the lease must be provided to the Board of Directors to confirm ownership or occupancy of the unit.
5. Unit owners who own two or more units, who are or are not in residence, and are leasing one or more units are considered operating a business on premises, which is prohibited by the Declaration of Condominium Association Club I, and may be cause for rejection as a buyer of future units.

V. FEES AND ASSESSMENTS

1. Unit owners are reminded their monthly maintenance fees are due the third of each month. The Declaration of Condominium Association Club I paragraph 8.2 states the fees are late 5 days after the due date (8th) of each month. The payment must be posted by the bank by the eighth day of each month or it becomes subject to a late fee. Unit owners can expect to receive a notice of non-payment after the bank and the Board of Directors has determined a non-payment exists. Unit owners will be advised that if the non-payment persists, they will be referred to a lawyer for placement of a lien against their unit. All attorney fees, filing fees, and associated costs of collecting the lien will be borne by the unit owner.

VI. ACCESS TO UNITS AND INSPECTIONS

1. Unit owners and lessees are required to provide the Board of Directors with a current key to their unit. This is necessary for the Condominium Association Club I to cope with emergencies affecting their unit during their absence. Should the unit owner or lessee not have complied, the Condominium Association Club I, in case of emergency, has the right to enter the unit by any means at the cost to the unit owner. Upon entering a unit, a Board Member will be present if at all possible. The BOD also has the irrevocable right of access to each unit for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association. (FS 718.111 (5))
2. The Board of Directors may inspect any unit left vacant for an extended period of time. Necessary costs associated with the outcome of an inspection will be at the unit owner's expenses.
3. The Condominium Association Club I will not be responsible for any damage occurring to a unit for any cause while the unit owner or lessee is absent.
4. Each unit **must** have a workable main shut off valve installed. The valve should be checked periodically to assure that it is working. Water **must** be shut off at the main water valve to the unit if the unit owner or lessee is to be absent for more than two days.

VII. CHILDREN

1. Children are not permitted to play in walkways, parking areas, stairways, or elevators. Control of the actions of children is the responsibility of their parents and the unit owners or lessees with whom the children are residing or visiting. Unit owners are financially responsible for any damage caused by such children.

2. No children under the age of 16 may stay overnight in a unit without an adult in attendance.
3. No type of skateboard, roller or inline skates, moped, etc. is allowed on roadways or elsewhere on the Common Elements grounds or on the grounds of Club I (see Common Elements Rules and Regulations).

VIII. PETS

1. The Board of Directors must approve the housing of a pet. If the pet becomes a nuisance, or the owner fails to follow the rules regarding a pet, the pet will be subject to removal from the premises by the pet owner.
2. Only one (1) dog weighing twenty (20) pounds or less will be allowed as a pet. No more than two (2) cats or two (2) birds may be housed in any one unit. An owner wishing to have a pet not specified here must obtain approval from the Board of Directors.
3. A pet must be kept on a leash and under proper control when outside the unit. Pet owners are responsible for the immediate removal and proper disposal of all deposits left by the pet. Unit owners and lessees failing to abide by this rule will be subject to removal of the pet from the premises.
4. No pet may be left in a unit unattended if it creates a nuisance.
5. Under no circumstances is a pet allowed in the pool area or laundry rooms.

IX. MOTOR VEHICLES AND BYCYCLE PARKING

1. The speed limit throughout the Lake Tarpon Sail and Tennis Club complex is 15mph unless otherwise posted. The speed limit in the Club I under building parking garages is 5mph.
2. No motorcycles (create damage to asphalt/concrete and noise violation), watercrafts (i.e. boats, jet skis), trailers, commercial vehicles, recreational vehicles (i.e. campers, trailers, motor homes) may be parked in any space. If you wish to temporarily park a trailer, boat or recreational vehicle for loading and unloading, the Board of Directors may grant permission for temporary parking. If you have a guest with a trailer or recreational vehicle, the Board of Directors may grant permission for temporary parking. Please submit, in writing, a request to the BOD with requested dates for approval and parking directions. Under no circumstances is anyone allowed to stay overnight or live in any parked boat, trailer or recreational vehicle. No vehicle parked on the premises on a regular basis may be adorned with commercial identities or advertising.
3. Trucks not exceeding 240 inches in length and 80 inches in width are permitted to park in both covered and uncovered spaces. No vehicle shall extend beyond the roofline of carports or column line of under building parking garage.
4. The owner or operator of any vehicle not registered, drips oil, creates a nuisance, or constitutes a safety hazard will be asked to remove such vehicle. To preclude removing a vehicle suspected of being abandoned, unit owners or lessees parking their vehicles for an extended time should notify the Board of Directors.
5. Neither the Board of Directors nor the Condominium Association Club I will assume liability for any vehicle.
6. Excessive noise or prolonged running of engines is prohibited.
7. Parking or driving on landscaped areas is prohibited.

8. Major repairing, servicing, or washing of any vehicle is not permitted on the premises.
9. Parking and landscaped areas are not to be used for sports or other recreational activities. Walking through plants, hedges, and flowerbeds is not permitted.
10. Under building parking garage and covered parking spaces are assigned to specific units. These spaces may not be sold, traded, or leased. Unit owners assigned one of these parking spaces may allow temporary use of the space by another unit owner upon their mutual agreement and with a completed "Garage/Carport Usage" form submitted to the BOD for placement in the unit owner's file.
11. No "For Sale" signs are permitted on the premises or vehicles.
12. Bicycles must be parked in the bike rack in the lakeside garage and must be chain locked so as not to create a hazard or nuisance. Bicycles must be identified with the unit owner's number.
13. Any owner/lessee not in residence who leaves a car at LTST Club 1 **must** leave a car key with someone at Club 1. This is so the car can be moved for work in the area where the car is parked. The BOD **must** be notified in writing who holds the key and the phone number of that person.

X. NOISE AND NUISANCE

1. No nuisance will be allowed on Condominium Association Club I property, nor may any use or practice be allowed that is a source of annoyance to residents or which interferes with the peaceful possession and enjoyment of their property.
2. To avoid creating a nuisance, stereos, TV, radios, or other musical instruments must be kept at a moderate sound level.
3. The giving of lessons on any musical instrument or vocal training is prohibited on Condominium Association Club I property.

XI. SOLICITATIONS

1. There shall be no soliciting or door-to-door canvassing for any cause or purpose on Condominium Association Club I property. Canvassing to conduct Condominium Association Club I business is allowed.

XII. REFUSE CHUTE

1. The refuse chutes are located on each floor between units 05 and 06 and are to be used only between the hours of 8:00 AM and 10:00 PM. All garbage and waste must be placed in plastic bags and secured before depositing them into the chute. Trash too large for the chute must be placed in the dumpster located at the north entrance to the under building parking garage.

XIII. LAUNDRY ROOMS

1. Laundry rooms are located on each floor and are for the use of Condominium Association Club I residents only. Loading laundry before 8:00 AM or after 11:00 PM is prohibited.
2. It is the laundry room users' responsibility to unload machines promptly upon completion of their machines cycle. Machines found loaded after the cycle has been completed may be unloaded and the contents placed on the folding table. The dryer filter must be cleaned after each use.
3. The use of dye materials in the machines is prohibited. Do not over load the machines.

XIV. ELEVATORS

1. Joy riding or playing on elevators is not permitted.
2. Bare feet or dripping wet bathing suits are not permitted on elevators. Bare feet or being shirtless are not permitted on any Condominium Association Club I property other than the pool area.

XV. OBSTRUCTIONS AND DESTRUCTION OF PROPERTY

1. Sidewalks, entrances, driveways, passageways, elevators, corridors, vestibules, hallways, walkways, and stairways must not be obstructed. Chairs are prohibited in the walkways or hallways. So as not to block walkways, etc., common sitting areas are provided throughout the building and grounds (i.e., outside the laundry room, on the first floor patio, the lobby, pool area (9 a.m. to dusk only – ½ hour before sunset), picnic area, and the dock).
2. Entry rugs or mats may be placed at the entrance way to a unit, but must be maintained by the unit occupant in a sanitary manner.
3. A decorative item may be placed at a unit entrance way as long as it does not restrict the walkways or hallways or significantly distract from the condominium's uniformity.
4. A unit owner is responsible for the actions of all the unit's residents and guests. The cost of any repairs to return the building, its contents, or grounds to its original condition is the sole responsibility of the unit owner.

XVI. REPAIRS AND ALTERATIONS

1. Interior maintenance is the responsibility of the unit owners. Exterior maintenance is the responsibility of the Condominium Association Club I. Unit boundaries are described on registered page 1742 (our page 4), paragraph 5 of the Declaration of Condominium.
2. Unit owners and their contractors must remove construction trash to the dumpster located at the entry to the under building parking garage (lakeside) or off premises. These materials may **not** be placed in the "trash room" dumpster.
3. No structural, plumbing, electrical, or the installation of a hard surface floor covering shall be made without the unit owner submitting in writing a request detailing alterations to be completed and receiving written approval from the Board of Directors.
4. Hard surface floor coverings such as ceramic tile, wood parquet or similar floor covering must include a sound barrier in their installation. The Board of Directors recommend using 7/16" to 1/2 "solid cork because of better sound proofing. However, acoustically rated cork or other approved material with a thickness of ¼" may be used. **Before installing hard surface floor covering obtain a "LTST CLUB 1, INSTALLING HARDWOOD FLOORING FACT SHEET" from any BOD member.**
5. Because aluminum is not readily available windows and/or outside patio doors being replaced must be with vinyl clad windows/and or doors and must be in white. No other color is acceptable. A front storm/screen door must be replaced with a brown storm/screen door. A front door must be replaced in the same appearance as all other units and must be painted the current color. **Before installing replacement windows/doors and/or outside patio doors obtain a "LTST CLUB 1, INSTALLING REPLACEMENT WINDOWS, DOORS, AND/OR PATIO DOORS FACT SHEET" from and BOD member.**

6. Clothes washers and dryers and water softeners are not permitted and may not be installed in the units. This is due to sanitary drainage pipe size.
7. The Board of Directors approval is required for any change to the exterior appearance of the unit including the installation of nameplates, unit numbers, and painting of entry doors.
8. The use of newspapers, aluminum foil, wrapping paper or similar materials may not be used as window coverings.
9. In case of a water leak the unit owner should immediately shut off the main water valve in the unit, call a plumber, mop up the leak, and (if the leak is from a pipe inside the wall), call a BOD member.

XVII. HURRICANE SHUTTERS

1. Hurricane shutters may be installed on the **inside** of windows and/or patio doors. They must be the aluminum "roll up" or "accordion" style and must meet the Florida Building Code. (Plywood is not permitted.) They must be white in color. No other color is acceptable. **Before installing hurricane shutters obtain a "HURRICAN SHUTTER FACT SHEET FOR LTST, CLUB 1" from any Board member.**
2. Hurricane shutters may be closed only within five (5) days of a storm warning for our area.
3. Hurricane shutters may remain closed during the warning or actual hurricane.
4. Hurricane shutters **MUST** be opened within five (5) days after the expiration of the warning or hurricane. Under no circumstances may they remain closed.
5. Unit owners who are not in resident must arrange for someone to open and close shutters (in accordance with above). BOD members are not permitted to open and close shutters for unit owners due to the liability involved.

XVIII. STORAGE AREAS

1. The Board of Directors will assign a storage bin to each unit
2. Private storage containers may be installed in the under building parking garage space with written approval of the Board of Directors. They must be of a metal material.
3. No materials or liquids that would negate the Condominium Association Club I's insurance or violate City fire codes may be stored in assigned bins or approved storage containers.
4. All items that are stored must be inside the assigned storage bin or the approved storage container. No item may be stored outside these areas without written approval of the Board of Directors. Items found not properly stored or not approved, will be removed.

XIX. REFUSE

1. Paper towels, facial tissues, dental floss, or other similar materials that are not water-soluble must not be deposited in toilets or other drains.
2. When using your disposal, please begin running water before turning on the disposal. Continue running the water after the disposal is turned off. This will assure all materials will be flushed through the system.

XX. BULLETIN BOARDS

1. The glass-enclosed bulletin board in the lobby is for providing information to unit owners, lessees, and guests concerning the affairs of Club I. The bulletin board on the opposite wall is to provide activity information to residents. No business notices may be posted in any areas of Club I. Owners selling or leasing their units may post a 3 x 5 notice of sale or lease on the "miscellaneous bulletin board."

XXI. DRESS CODE

1. The occasion dictates the type of clothing to be worn at Lake Tarpon Sail and Tennis Club I. Clothing should always be worn in good taste.
2. Shirts and footwear must be worn in all public areas (i.e., hallways, walkways, laundry rooms, elevators, and grounds) except the pool area.
3. The minimum body covering shall be tops, shorts and footwear for men, women and children. These should be worn in all public areas (i.e., hallways, walkways, laundry rooms, elevators, and grounds). Bathing suit cover-ups and footwear are acceptable wear to and from the pool.

XXII. SHUFFLEBOARD COURTS AND CLUB HOUSE BILLIARD/POOL ROOM

1. Shuffleboard play hours are 9:00 AM to 9:00 PM. Club House billiard/pool room hours are posted in the Club House. Children under 16 years of age are permitted to play only when supervised by an adult.
2. Shuffleboard equipment must be picked up and returned to the designated storage area – first (1st) floor electrical room adjacent to the elevators.

XXIII. SWIMMING POOL AND DECK AREA

1. Use of the swimming pool and deck area is restricted to Club I and Club II unit owners, lessees, and their guests. Unit owners and lessees must be in residence when guests are using the pool. Exceptions are those guests who are approved as defined in Section III Use Restrictions.
2. The swimming pool and deck area are a shared responsibility of both Club I and Club II. All rules governing the swimming pool and deck area are applicable to both Club I and Club II.
3. Swimming pool and deck hours are 9:00 AM to dusk ^{10:00 PM} (~~1/2 hour before sunset~~) daily in compliance with Florida laws that require additional lighting in the pool area.
4. Unit owners, lessees and guests who use the pool are doing so at their own risk. There are no lifeguards on duty at any time. The Club I and Club II Associations, Officers and Boards of Directors assume no liability for injury or death.
5. The swimming pool is subject to periodic health inspections. Pool rules are posted in the pool area and on the entry gates. You and your guests must obey the rules dictated by the state Board of Health. Failure to comply could result in the Public Health Inspector closing the swimming pool.

6. All responsible adults must accompany children under 17 years of age when in the swimming pool and deck area.
7. When playing radios, tapes or CD players in the swimming pool and deck area, headsets must be used.
8. Alcohol and glass and breakable containers are prohibited from the swimming pool and deck areas. Non-breakable beverage containers are permitted.
9. By order of the Health Department, no food of any kind may be consumed in the swimming pool and deck area.
10. By order of the Health Department showers must be taken in the pool area prior to entering the pool.
11. Deck chairs and lounges must be covered with towels or robes when in use. All users are expected to cooperate in returning deck chairs and lounges to their proper place after use. No deck chairs or lounges may be removed from the pool area. Before leaving the pool area, deck umbrellas must be lowered to prevent wind damage.
12. Only normal swimwear or special attire required for health reasons may be worn in the swimming pool.
13. Floats and rafts are not permitted in the swimming pool and deck areas. However exercise noodles or small foam weights may be used in the swimming pool provided they do not interfere with others enjoyment of the swimming pool.
14. Running or horseplay is not permitted in the swimming pool and deck area. Diving is not permitted.
15. The Board of Directors of both Club I and Club II are authorized to eject any person from the swimming pool and deck area for objectionable behavior, improper dress, or for violation of any of these rules.

XXIV. SATELLITE DISHES

1. A satellite dish shall not be placed on any common element or limited common element area i.e.: roof. They shall not be placed anywhere outside of an owner's unit. If installed in the owner's unit they must not be visible to the outside in keeping with the aesthetic appearance of the building.

XXV. BOARD OF DIRECTORS

2. The Board of Directors will be elected annually in accordance with the By-laws and current Florida Statutes.
3. As stated in the By-laws, without the approval of the members holding at least 75% of the votes of the Corporation, the Board of Directors shall not approve any capital expenditures in excess of five thousand dollars (\$5,000.00), other than rebuilding, repairing or replacing damaged property.
4. A screening committee is required by our condominium documents. The Board of Directors has established fair and equitable procedures and they will be enforced. Exceptions must be approved by a majority of the Board of Directors.
5. Rule changes may be imposed upon the BOD in accordance with Florida Statutes.
6. The Board of Directors have not in the past nor will in the future accept any questions or requests to see association records by electronic mail or by any form of communication other than: Questions made to the BOD must be by certified mail (FS 718.112). Requests to inspect Association records must be by written request mailed to the Association (FS 718.111). The BOD will respond to one written inquiry per unit in any given month. There will be one hour set aside per inquiry at a time and place to be determined by the BOD. Any additional inquiry or inquiries must be made in the subsequent month, or months, as applicable.

INFORMATION UPDATE

Owner: _____

Renter: _____

Unit# _____

Cell: () _____ Cell: () _____
List / not list List / not list

Home: () _____ Home: () _____
List / not list List / not list

Email: _____ Email: _____

@ _____ @ _____
Changed List / not list Changed List / not list

_____ I would like a password for the AssociationDataManagement.com website emailed to me.

Please be sure that the Association has a copy of your current entry door key to use only in case of emergency. Keys are secured in a locked key box.

Comments - Suggestions - Concerns: _____

Thanks from the Board of Directors