

**RULES AND REGULATIONS
TANGERINE BAY CLUB ASSOCIATION, INC.**

EFFECTIVE FEBRUARY 20, 2019, Revised 2020, 2022, 2023

GENERAL

The Tangerine Bay Club Association, Inc., is a not-for-profit Florida corporation in charge of the operation of TBC. The Florida Condominium Act, Section 7.6(c) of the Declaration of Condominium, and Section 15 of the Bylaws provide that the Association may adopt rules and regulations to govern the details of the Association and condominium's operation.

These Rules and Regulations set out the details, restrictions, and requirements respecting the use and maintenance of residences, Limited Common Elements and Common Elements to assure the enjoyment of all Owners and to prevent unreasonable interference thereof.

We urge you to read these Rules and Regulations carefully and also insist that any lessee or guest be fully cognizant of the "rules of our house."

The enforcement of these Rules and Regulations requires specific procedures. **All infractions or violations should be reported, in writing, to the General Manager** and not to the Board of Directors or the Association officers. The General Manager will handle minor infractions on a one-on-one basis. Continued abuse, serious or flagrant violations will be handled as outlined in Section XXXI of the Rules and Regulations.

I. FACILITIES:

- A. The facilities of Tangerine Bay Club are for the exclusive use of Owners and their lessees and guests. No guest or relative of an Owner or lessee may use the facilities unless in actual residence or accompanied by an Owner or lessee. Owners will be held responsible for destruction, damage, or defacement of buildings and equipment caused through their own acts and/or the acts of their lessees or guests.
- B. Private Use of Certain Facilities of Tangerine Bay Club – See Section XXXIII
- C. Tennis and Pickleball Courts – See Section XXVI and posted Rules.
- D. Pool, Deck Area, Cabana, and Fitness Center – See Sections XXIV and XXV and posted Rules.
- E. Dock – See Section XXVII and posted Rules.

II. OCCUPANCY:

- A. No Owner, lessee, or guest, or any other occupant of a Condominium Unit, shall use it for any purpose other than a single-family residence.
- B. No occupant shall make use of a Unit in a manner which violates any laws, ordinances, or regulations of any governmental body.
- C. No occupant shall permit or conduct any activity in the Common Elements or on Association property, to include within Limited Common Elements of Units, that causes a nuisance or unreasonable annoyance to neighboring occupants.

- D. No occupant shall commit or permit any immoral or illegal act in his/her Unit, in the Common Elements, or on Association property.
- E. Overnight occupancy of a Unit shall not exceed a maximum of (8) persons per Unit.
- F. Consult the Declaration of Condominium for additional restrictions.

III. PARKING:

- A. Owners and lessees shall park only in the enclosed two-car parking garage assigned to the residence they occupy.
- B. Because of limitations, outside parking spaces are only designated for guests and delivery vehicles. Outside storage of vehicles by Owners is not permitted. Owners with more than two vehicles should park off-property (or in their neighbor's garage, with their permission). Violators will be warned once by Management, and if the vehicle is not removed it will be towed at Owner's expense. Guests cars may be covered overnight but the covers must be removed between 8:00 a.m. to 8:00 p.m.
- C. No parking is permitted along the Condominium roadways or in the garage breezeways without the approval of the General Manager.
- D. Contractors must obtain parking instructions at the Guard House or from the General Manager. Contractors who do not follow parking instructions may be suspended from the property.
- E. Guest vehicles to be parked overnight must obtain a parking permit at the Guard House.
- F. When not in use, all bicycles must be placed in Owner's garage.
- G. The washing of cars or boats in the garage areas is prohibited and should be limited to the assigned car wash area.

IV. EXTERIOR APPEARANCES:

- A. No Owner, lessee or guest may paint, decorate or otherwise change the appearance of any exterior surface except as otherwise provided in these Rules or the Declaration.
- B. No Owner, lessee or any other occupant of any Unit shall hang, or permit to be hung, garments, towels, rugs, swimsuits or any article from balcony railings, building facades, windows or railings.
- C. No occupant may place any sunscreens, blind or awning on any entry courtyard, lanai, balcony, or exterior opening. Installation of hurricane shutters requires Board approval. See Rule XXVIII.
- D. White ceiling fans are permitted in entry courtyards or lanais but must be maintained so as not to be unsightly. If not properly maintained, the Association shall request their removal. Rust stains and dirt are not acceptable.
- E. Umbrellas are permitted on lanais and balconies subject to the following requirements: (1) Must be white in color and bear no printing, stripes or designs. (2) May be part of a patio table or standalone and weighted on the bottom to provide stability. (3) Must not extend beyond the vertical plane of the Building when open. The vertical plan of the Building is consistent with the location of the lanai or balcony railing. (4) Standalone umbrellas must comply with Association guidelines for base weights and construction. Discuss with the General Manager in advance of

purchase. (5) Cannot be attached to any Common Element or Limited Common Element; and (6) Must be closed at the end of each day.

- F. No occupant may place draperies, curtains or other window treatments on windows or glass doors without a solid white or light beige liner facing the exterior. Exceptions will be considered only in unusual circumstances and will require prior written approval of the Board. Replacements for doors and windows must adhere as closely as possible to the original equipment in appearance and performance and require written approval from the Board.
- G. No occupant may plant any vegetation in planters inside or outside the entry courtyard without the prior written approval of the Landscape Committee. Any plant growing in the soil of these planters becomes the property of the Association and will be maintained by the Association. Pruning of plants within the Common or Limited Common Elements is strictly forbidden without the approval of the General Manager.
- H. Individuals may place potted plants in the portion of the planter, or on the tile floor, between the entry gate and the front entrance door to the Unit (the entry courtyard). These plants should not drape over the vertical plane of the entry courtyard or be a source of disease or added maintenance. Any potted plants outside of the courtyard area, including those currently present, must have specific approval in writing from the General Manager. Diseased or unsightly plants, or those causing increased maintenance, will not be permitted. The Association, its employees or contractors will assume no responsibility for breakage of pots or for care and maintenance of the plants within the pots.
- I. No occupant may erect any exterior lights or signs, or place any signs or symbols on any windows or glass doors or on the entry courtyard, lanai or balconies except for the following:
 - 1. Decorative lights may be tastefully displayed during the December-January holiday period, but must be removed within 30 days.
 - 2. Small religious symbols may be hung on wooden door posts but not on the exterior stucco of the Buildings.
 - 3. Small informational signs (60 sq. in. max) such as "cat in residence" or "welcome" may be hung in the entry windows or on doors or door posts, but not on the exterior stucco of the Buildings. Political, commercial or controversial signs are not permitted.
- J. No occupant may attach any structure or fixtures within the Common Elements, including residential corridors, or change any decorative treatment provided in/on any Common Elements, without the prior written approval of the Board. Because of the potential danger to the integrity of the exterior coating, requests for such approval will only be considered for compelling, non-aesthetic reasons.
- K. No occupant may erect, construct or maintain any wire devices, antennas or other equipment and structure on the exterior of the Building, Limited Common Elements or Common Elements without prior written approval from the Board as to the proposed location and method of attachment to the Building.
- L. Changes to any floor surface of a Unit's entry courtyard, lanai, loft, and side balconies are prohibited. Exceptions will be considered only for maintenance and safety issues and must be approved in writing by the Board.
- M. Every entry courtyard, lanai, and balcony must be kept clean and cannot be used for storage or litter boxes. Bird feeders or feeding birds and other wildlife are not allowed.

V. INTERIORS:

- A. As provided in the Condominium Documents, no occupant may make any structural additions/deletions and/or alterations to any Unit or to the Common and/or Limited Common Elements. However, an Owner may fasten light fixtures, shelving, pictures, mirrors, objects of art, and similar household items to the interior walls of a residence, provided they may be removed without substantial damage to the common wall surface. Care should be taken by the

Owner to ascertain those walls which are party and/or common walls prior to affixing any object/element to them.
- B. Renovations to Units must comply with Section XXXII: Major Repairs, Replacement, Alterations of Units as well as information in the Request for Approval forms available on the TBC website or from the General Manager.

VI. SAFETY:

- A. No occupant shall permit any activity or keep anything in a residence, Common Element or Limited Common Element, which would be a fire or health hazard or in any way increase insurance rates.
- B. There shall be no play activities in the corridors, garages, stairways, elevators, mechanical equipment rooms or trash chutes.
- C. Interference with the normal operation of elevators is prohibited. Notify the Maintenance Manager prior to using the elevator for moving large objects so the walls and floors can be protected with padding.
- D. Additional safety requirements are set forth in the pool and island regulations and the Cabana and Fitness Center rules.

VII. OBSTRUCTIONS:

- A. Sidewalks, driveways, entrances, stairways, Unit entries, elevator corridors and other common areas of travel must not be obstructed in any manner and are to be kept free of any objects/materials which are unsightly or hazardous.

VIII. NOISE; HARD-SURFACED FLOORS; DRONES:

- A. LBK Town ordinance prohibits loud noises. TBC is a quiet, low-noise community: loud noise and music is never appropriate and is prohibited between 10:00 p.m. and 8:00 a.m. B. Insufficiently muffled vehicles are prohibited.
- C. All hard-surfaced flooring (e. g. wood, tile or marble) must be installed over a sound control membrane on all floors and on all levels of Buildings. The membrane must be approved in writing by the Board. It must carry a minimum STC rating and a minimum IIC rating as determined by the Board. Discuss requirements with the General Manager.
- D. Drones (defined for purposes herein as powered, unmanned, aerial vehicles that:
 - 1. use aerodynamic forces to provide vehicle lift,
 - 2. can fly autonomously or be piloted remotely, and

3. are designed to be recoverable), also referred to as "unmanned aerial vehicles" or an "unmanned aircraft system," shall not be permitted to be flown within or over TBC property unless such drones are:

- (a) registered with the Federal Aviation Authority, to the extent required,
- (b) operated by an individual duly licensed by the Federal Aviation Authority, to the extent required,
- (c) only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements,
- (d) flown in a manner not to interfere with an Owner's reasonable expectation of privacy with respect to such Owner's property,
- (e) not utilized in any fashion to spy or otherwise peer into a Unit or Limited Common Element,
- (f) not utilized to harass any person with respect to private property or the Common Area, and
- (g) utilized in a manner not to cause injury to person or property. If permitted by law, the Association may require registration of drones, including proof of liability insurance coverage. The operator of such drone shall be solely responsible for any injury to person or property which results from use of such drone.

An Owner's failure to comply with the terms and provisions of this section shall constitute a nuisance under the governing documents and a violation.

IX. LEASING/LOANING OF UNITS:

- A. No Unit may be leased or loaned for a period of less than 60 continuous days.
- B. No Unit may be leased or loaned more than twice in any calendar year.
- C. Loaning of a Unit. For purposes of this Section IX, a "loan" is the permissive use of a Unit when the Owner is not in residence. A Unit Owner may permit non-family members to reside in the Unit in the absence of the Owner, whether by lease or loan, no more than twice in a calendar year, excepting that a Unit may be loaned an unlimited number of times to other Unit Owners in TBC, or to relatives of an Owner, or to relatives of the spouse or domestic partner of an Owner, provided that the names of the relatives must be on file in the management office. The Owner must inform any guest that said guest is governed by the provisions of the governing documents to the same extent as the Owner, which the guest will be presumed to know, notwithstanding the Unit Owner's actual transmittal of same or failure to transmit. An Owner shall be responsible for the conduct of any guest, including a duty to pay for damages to Common Elements caused by a guest. Tenants may not loan a Unit to others.
- D. Fifteen (15) days prior to each rental, an application form, together with a transfer fee of \$100.00 payable to the Association, must be received and approved by Management prior to occupancy of the Unit by the tenant. No fee shall be required to renew a previously approved tenant. This form will include at a minimum:
 - 1. Name(s) of occupants

2. Relationship to Owner (if any)
 3. Total number of occupants and ages of children, if any.
 4. Number of vehicles, make and model and license plate numbers
 5. Expected date of arrival
 6. Expected date of departure
 7. Certification that the tenants have read and will abide by the Rules and Regulations of the Tangerine Bay Club
- E. All Owners must furnish their tenants copies of the Association's current Rules and Regulations.
- F. TBC has adopted a mandatory Addendum that must be completed, signed and attached to each approved rental agreement. The Addendum is available on the TBC website or at the office of the General Manager.
- G. Consistent with the provisions of the Declaration of Condominium that each Unit be used exclusively as a single-family residential dwelling, any Unit that is owned by a trust, corporation, partnership or other non-family entity shall designate one family or individual as the user of the Unit. That designee may not be changed (absent sale or other transfer of that Unit) prior to the next calendar year. Use of the Unit by other than that designee shall be subject to the limitations in these Rules on leasing or loaning of the Units.

X. SALE OF UNITS:

- A. The Condominium Declaration requires Board approval of an Owner's sale of a Unit and provides that a purported transfer without Board approval is void.
- B. Unless the transfer is exempt from payment of a fee as stated on the application for approval, the applicant must pay a fee of \$100.00. Application forms may be obtained from the TBC website or from the General Manager and must be submitted to the Board for its approval at least thirty (30) days prior to closing of the resale.
- C. Owners must inform the General Manager at least two (2) business days before a planned Open House. Notice of an Open House may be posted on a Building's bulletin board but not inside an elevator. Open House signs placed outside TBC property on Gulf of Mexico Drive are subject to the sign ordinance of LBK. No attachments to Open House signs are permitted, e.g., balloons, streamers, etc. Three (3) Open House signs are permitted on TBC property:
1. on the side of the roadway;
 2. at the entrance to a Building; and
 3. outside the Unit.
- D. A prospective buyer will be allowed entry to TBC property for a private showing of a Unit listed for sale only if accompanied by a FL-licensed real estate broker at the Guard House. Alternatively, the real estate broker may arrive first, leave the prospective buyer's name with the TBC Guard, and meet the prospective buyer at the Unit. In either case, the real estate broker must accompany the prospective buyer while the prospective buyer is on TBC property.

XI. OWNER'S/LESSEE'S EVENT PARTY:

- A. It is suggested that the General Manager be notified in writing at least three (3) days in advance of any event or party to be attended by 25 or more guests (other than Owners, lessees, and their house guests).

XII. SOLICITATION:

- A. There shall be no solicitation by any person anywhere in any Building or public area unless specifically authorized by the General Manager. This includes the placement of ads and similar items on the bulletin boards.

XIII. SERVICE DELIVERIES AND/OR SERVICE WORK:

- A. Condominium security personnel should be notified in advance of scheduled service calls or deliveries to the Unit. Service vehicles will not be permitted on the property unless their entry is cleared with Guard House security or the General Manager, including, as applicable, confirmation that padding has been arranged for the elevator.
- B. Small packages may be left at the Guard House for pickup by Owner or lessee.
- C. Condo personnel will not assist in entry to Units or delivery of personal property unless prearranged by Owner to be done privately during off duty hours or as a part of a general project.
- D. Unit Owners assume complete responsibility for any liability caused by contractors, purveyors or others whom they let into their Unit.

XIV. PERSONNEL:

- A. Condominium employees are assigned duties to be performed under the supervision of the General Manager. Residents must not interrupt or interfere with the performance of their regular services.
- B. A request for special service during working hours must be directed to the General Manager.
- C. Requests for maintenance or repairs must be in writing to the General Manager using forms available on the TBC website or at the Guard House.

XV. SANITATION:

- A. No garbage or refuse receptacle may be installed or maintained in or on any of the public areas of the Condominium, except with written permission of the General Manager. Any permitted receptacle must be maintained and regularly emptied as not to be unsightly or overly full.
- B. Owners, lessees, and their guests shall not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided. Residences and the public areas at TBC shall, at all times, be kept in a clean and sanitary condition. Whenever possible, garbage shall be disposed of through the Unit's kitchen garbage disposer. All other garbage, trash refuse, etc., other than items required to be recycled, is to be placed in waterproof plastic bags or similar containers, in accordance with local codes, before being taken to the trash chute. Loose trash cannot be dumped into the trash chute. Large containers and boxes cannot be placed in the trash chute and should be placed in the general area of the recycle containers in the garage.

Recyclables shall be placed in proper containers on each floor, or preferably carried to the containers in the garage. Recyclable glass and cans are not to be placed in plastic bags.

- C. Residents shall not allow anything to fall or be thrown from windows, doors, terraces, or balconies. Furthermore, no debris, dust, liquids, or other material generated by sweeping shall be ejected from a balcony, terrace or a residence into terraces or Common Elements below.
- D. Only gas grills, connected to the natural gas line available within the entry courtyard of each Unit are permitted. Charcoal grills and other cooking devices, including propane grills and smoker grills, are not allowed.

XVI. PETS:

- A. No Owner may keep or maintain any pet or animal in a Unit, on the Common Elements, or on other Association property without the prior written consent of the Board. Such consent, if given, may be revoked at any time for good cause, and applies only to the specific pet for which consent was obtained (a separate consent is required for any other pet.) No tenants, guests or invitees of an Owner shall be permitted to bring pets or animals of any kind on the Condominium property without prior written approval of the Board. The Pet Registration Application is available on the TBC website or from the General Manager.
- B. The only pets allowed are small (when fully grown) dogs or cats (no more than two per Unit) and must be capable of being comfortably carried in the Owners' arms in corridors, elevators, and other areas of the Buildings. For purposes of this provision, no pet will be deemed to be small if larger (when fully grown) than 22 pounds in weight or 16 inches high (at the shoulder). Dogs with a previous bite history or potentially fierce breeds, including, but not limited to, Chow, Rottweiler, American Stafford Terrier (Pit Bull), German Shepherd, and any wolf hybrids, are prohibited.
- C. Dogs must be on a leash at all times when outside their Owner's Unit. Cats must be accompanied by their Owner when off leash. Owners are responsible for picking up and disposing properly of animal feces.
- D. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance or is an annoyance to other Owners and/or Owners' pets, its Owner will be requested to appear at a hearing before the Board for consideration of appropriate action.
- E. In compliance with County ordinances, pets are not allowed in the Island Pool area.

XVII. OWNER PARTICIPATION AT MEETINGS:

- A. Board meetings (except as provided by law) shall be open to all Owners, spouses and significant others of Owners and adult children.
- B. Each Owner in attendance at a Board meeting shall have the right to comment on any substantive agenda item to be voted on by the Board. Such comments will be received subject to Robert's Rules of Order, following the Board's initial discussion of the agenda item but prior to the Board's vote. Comments must be restricted to the agenda item then under consideration. With respect to each agenda item, an Owner may speak only once and for no more than three (3) minutes. Most agenda items are formulated at posted committee meetings where interested Owners are invited to attend and encouraged to participate in discussion.
- C. In addition, at the conclusion of each Board meeting, Owners will be accorded a further opportunity to express their views on any matter pertinent to the Association.

- D. The tape-recording or videotaping of any meeting of the Board, Committee, or Owners is subject to the following restrictions:
1. The only audio and video equipment which may be utilized is equipment which does not produce distracting sounds or light emissions.
 2. The equipment shall be assembled and placed in position in advance of the commencement of the meeting.
 3. Anyone recording or videotaping a meeting must not move about the meeting to facilitate the recording or videotaping.
 4. Any Owner desiring to utilize audio or video equipment at a meeting must give 24-hour written notice to the Board (by letter received by the President).

XVIII. OWNER INQUIRIES:

- A. Purpose. This rule is adopted to regulate the frequency and handling of "inquiries" from Owners as that term is defined under Section 718.112(2)(a)(2), Florida Statutes.
- B. Frequency. An Owner may submit no more than one inquiry in any 30-day period. Any additional inquiry or inquiries received by the Association within the same 30-day period shall be carried over to the next 30-day period, or periods, as applicable, and handled as provided herein.
- C. Response. Per the referenced statute, within 30 days of receipt of a written inquiry, delivered by certified mail, the Association shall:
1. Provide a substantive response, or
 2. Notify the inquirer that the Association has requested a legal opinion from its counsel, in which event the Association shall provide the inquirer with a substantive response no later than 60 days after receipt of the inquiry, or
 3. Notify the inquirer that the Association has requested advice from the Division of Florida Land Sales, Condominiums, and Mobile Homes, in which event the Association shall provide a substantive response to the inquirer within ten days of receipt of advice from the Division.
- D. Log. The Association shall keep a log containing the following information for each certified mail inquiry:
1. Date of receipt
 2. Name of inquirer
 3. Date of first response
 4. Date of receipt of advice from counsel or Division, as applicable
 5. Date of final response.

Copies of all inquiries and responses shall be retained for a period of not less than five years.

XIX. INSPECTION AND COPYING OF ASSOCIATION RECORDS:

- A. Records Defined. The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.
- B. Persons Entitled to Inspect or Copy. Every Owner, or a representative designated in writing, (hereinafter collectively referred to as "Owner") shall have the right to inspect or copy the official records pursuant to the following rules. C. Inspection and Copying.
1. An Owner desiring to inspect the Association's records shall submit a written request to the General Manager or Secretary of the Association. If known, the request must specify the particular record subject to inspection, including pertinent dates or time periods, and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
 2. Inspection or copying of records shall be limited to those records requested in advance, in writing.
 3. No Owner may submit more than one request for inspection or copying of the same record in a sixty-day period.
 4. No Owner may submit more than three (3) requests per month.
 5. All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No Owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
 6. Records shall be made available for inspection by the Association on or before the fifth working day subsequent to receipt by the Association of the written request for inspection. This time frame may be extended by written request of the Owner. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Owner (by telephone, email, fax, in person, or by letter), that the records are available and the time, date and place for such inspection.
 7. Inspections shall be made only during office hours on days the Association office is open or as otherwise designated by the General Manager or Secretary. Inspections shall not exceed, in the aggregate, 8 hours per Owner per calendar month.
 8. If an Owner desires to obtain a copy of any record, the Owner shall designate in writing which record is desired, or during an inspection the Owner may designate such records by the use of a tab or clip upon the pages desired. The Owner may also use a smart phone or similar device and make his/her own copies during the inspection. Any written request shall designate the specific record or portion thereof. Copies of the record(s) shall be available within five working days of receipt of the request. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
 9. An Owner shall pay twenty-five cents (25 cents) per page for regular or legal sized photocopies, payable in cash or by personal check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the Secretary or General Manager in their discretion, taking into account such factors as the amount of the copying charge, the payment record of the Owner, and other relevant factors. In addition to the photocopy charge, an Owner requesting voluminous records shall be

charged the actual labor costs related to the production of the records. D. Manner of Inspection.

1. No request for inspection or copying shall be made in order to harass any Owner, resident or Association agent, officer, director or employee.
2. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.
3. The Association shall maintain a log detailing:
 - (a) The date of receipt of the written request for inspection
 - (b) The name of the requesting party
 - (c) The requested records
 - (d) The date the Owner was notified of the availability of the records (e) The date the records were made available for inspection or copying.
 - (f) The date of actual inspection or copying.
 - (g) The signature of the Owner acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies. E. Enforcement of Inspection and Copying Rules.
1. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
2. Any written request for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the Owner. Any verbal requests for inspection or copying may be responded to at the time by the Association representative notifying the requesting person of the existence of these rules and pointing out the necessity of complying herewith.

XX. ACCESS TO UNITS:

- A. In order to enable the Association to properly exercise its statutory right of Unit access, in the event the lock of the front entry door of any Unit has been changed or kept in such manner that it cannot be opened by the Association's master key, the Owners of the Unit must:
1. Furnish the Association a copy of the key to the Unit; or
 2. Make other arrangement (as set forth in subparagraph "B" below) to assure prompt access by the Association when required to attend to the health, safety, and welfare of the Owners, the Unit or the Building. (Examples: inspection of sprinkler heads and/or

fire extinguishers, pest control services, inspections of plumbing apparatus, or for any other lawful purpose, and

3. Notify the General Manager of applicable security codes.
- B. If the master-key lock of the Unit has been changed and the Owners have not furnished the Association a copy of the key to the Unit, the Owners must designate two local representatives (a primary representative and an alternate to be notified if the primary representative is unavailable) who will provide access on reasonable notice. If the master-key lock of the Unit has been changed, it is the responsibility of the Owner to notify the General Manager and the Guard House of the names, addresses and telephone numbers of the primary and alternate representatives. In the event that no one is present at the Unit to provide access after such notice has been given, a locksmith will be engaged (at the Owner's expense) to provide access.
 - C. If the master-key lock of a Unit has been changed and the Owners of the Unit have neither furnished the Association a copy of the key nor complied with the requirements of subparagraph "B", a locksmith will be engaged (at the Owner's expense) to change the lock so that it is operable by the Association's master key.
 - D. In emergency circumstances, if the master-key lock of a Unit has been changed and the Owners of the Unit have not furnished the Association a copy of a key, that is readily available, it may be necessary to obtain access through a locked door or window. The cost of any repair or replacement will be the Owner's responsibility.
 - E. Before and after a major storm or casualty, the General Manager, Owner volunteers appointed by the Board, and/or emergency service providers engaged by the Association, plan to and will endeavor to enter each Unit to identify and remedy urgent damage that threatens Common Elements or other Units in accordance with the Association's Entering Units Policy adopted by the Board in August, 2017, copy attached as Attachment. Such actions by the Association do not take the place of each Owner's primary responsibility and efforts to thoroughly inspect, identify problems and remediate the Unit after a storm or casualty event.

XXI. HOT WATER HEATER REPLACEMENT:

- A. Each Owner shall replace the hot water heater in the Unit by the time the heater is seven (7) years old or at such earlier time as required by the condition of the heater. Written notification will be given to Owners annually, by the Board or its delegate, advising the Owner when the water heater in the Unit needs to be replaced by reason of age. The Owner will have sixty (60) days from the date of such notification, or the end of the calendar year, whichever is longer, to complete the work of replacing the water heater and provide proof of same to the General Manager.

XXII. PROLONGED ABSENCE AND HURRICANE EVACUATION:

- A. In the event of a prolonged absence (an absence from the Unit of 30 continuous days or longer), a Unit Owner is required to engage a Unit Caretaker to visit and inspect their Unit no less than once every two weeks. The name and contact information for the Unit Caretaker must be provided to the General Manager. It is required that during a prolonged absence Owners turn off the water supply to their Units.
- B. During storm season (June 1 through November 30), in addition to turning off the Unit's water supply during a prolonged absence, Owners are required to remove all outside furniture, plants

and other objects from courtyards, lanais, and loft and side balconies. If the Owners are unable to do so themselves, because of absence or other reason, it is the Owners' responsibility to arrange to have these preparations made by the Unit Caretaker. In the event all items have not been removed prior to a major storm event, and the Owner is not in residence, the Association will remove such items and store them in the Unit, but only if time permits. The charge for this service shall be \$100.00.

- C. Full time residents who depart for shorter vacations may request the General Manager to check their Unit during a vacation.

XXIII. BULLETIN BOARD:

- A. Bulletin Boards in each elevator lobby shall constitute the official posting place for the Association. All notices posted on the Bulletin Boards must be related to official business functions of Tangerine Bay Club or otherwise must be approved by the General Manager or the Board. Other notices will be promptly removed.

XXIV. POOL:

- A. Owners or guests cannot enter pool or spa during maintenance.
- B. No running on pool deck.
- C. All persons using the pool do so at their own risk. There are no lifeguards.
- D. Pool hours are from dawn to dusk.
- E. Children in diapers and incontinent persons must wear special pool diapers. All children under 12 must be accompanied by an adult in the pool area. No children under 12 are permitted in the spa unless closely supervised by an adult. No children under 6 are permitted in spa.
- F. Everyone must shower before entering the pool or spa.
- G. No diving or jumping into the pool or spa at any time. Playing in the fountains and/or running in the pool area is not permitted.
- H. Small rafts and water toys are permitted to the extent that they do not interfere with the convenience and quiet enjoyment of others. Rafts and toys must not be left in the water when not being used.
- I. Protect chairs and chaises by covering them with towels. Spray-on lotion must be applied outside the pool area to avoid spray on furniture and pool deck. Remove towels and possessions when leaving pool area. Chairs, chaises, tables and umbrellas cannot be reserved.
- J. Do not enter Cabana with bare feet or dripping wet clothes.
- K. Radios may be played only through headphones.
- L. No glass containers are permitted in the pool area. State law prohibits any food or beverages within four (4) feet of the pool.
- M. In compliance with local and state ordinances, pets are not allowed in the pool area.
- N. Pregnant women, small children, people with health problems and people using alcohol, narcotics and other drugs that may result in drowsiness should not use the spa without first consulting a physician. Maximum use time is 15 minutes.

- O. Vaping and smoking of any and all tobacco products is prohibited in the pool or on the pool deck.
- P. Maximum pool load is 45 persons. Maximum spa load is 10 persons.

XXV. CABANA AND FITNESS ROOM:

- A. The Cabana Building is to be kept locked. Unit entry key opens the Cabana.
- B. No bare feet in the Cabana or Fitness Room. Wet tile is slippery.
- C. **Fitness Room is for Owners, renters, and resident guests by reservation only.** One-hour reservations must be made using the Association's Amenity Scheduler online application.
- D. Fitness Room use by resident guests is limited to reservations made for sessions beginning at 3:00PM through sessions beginning at 6:00AM. Owners are responsible for instructing their resident guests regarding proper use of the Fitness Room, including cleaning the equipment after use.
- E. Fitness Room is limited to use by two Owners at one time, by mutual consent. Personal Trainers and Physical Therapists are permitted to work with Owners who have a reserved session.
- F. The Association will not be responsible for any injury while using the equipment in the Fitness Room. It is firmly recommended that each Owner and/or resident guest seek medical advice regarding their ability and stamina as it relates to the use of the equipment provided. Use at your own risk.
- G. Children under 16 must have adult supervision at all times while in the Fitness Room. No children under 13 are allowed to use the Fitness Room.
- H. Appropriate dress is required in the Fitness Room. No swimwear, cutoff jeans or street wear. Rubber soled athletic shoes with a closed toe are required. Belts, buckles, buttons or zippers may damage the equipment. Owners are responsible for such damage to the equipment.
- I. Bring and use a towel to prevent perspiration stains on the equipment and floor.
- J. Equipment is to be utilized properly for the exercise for which it is designed.
- K. Disposable wipes are provided to clean equipment after each use.
- L. **Free weights are not to be removed from the Fitness Room,** may not be dropped on the floor, and must be returned to their proper place on the rack when finished. Weights and cable equipment should not be slammed together upon release.
- M. No food, alcohol, or glass containers are permitted in the Fitness Room. Only non-alcoholic beverages in unbreakable containers are allowed.
- N. Vaping and smoking of any and all tobacco products is prohibited in the Cabana and Fitness Room

XXVI. TENNIS AND PICKLEBALL:

The tennis and pickleball courts are for the exclusive use and enjoyment of Owners, their lessees, their resident guests, and OTHER OWNER GUESTS ONLY IF ACCOMPANIED BY THE OWNER

OR LESSEE. Owners and lessees may not invite non-resident guests to use the tennis and pickleball courts in a manner or frequency comparable, in the option of the Board, to use of a public facility. Competitions and tournaments may only be conducted on the courts with prior written approval of the Board.

- A. Play may begin at 8:00AM and must conclude at dusk.
- B. All courts must be reserved using the TBC Amenity Scheduler which is available online and as a cell phone app.
- C. A court may be reserved 3 days in advance of a requested date of play. For example, to reserve a court for Saturday, sign-up opens on Wednesday.
- D. All Owners of a Unit may reserve only one pickleball court per reservation per day.
- E. A court may be reserved for a maximum of 1 ½ hours per reservation per day. If no one has reserved the court after you, and you would like to continue to play, you may. However, be courteous; if you have reached your maximum time of play, and other Members approach the court for use, please yield it to them.
- F. Open or Drop-in times for all Members will be posted on the Social Committee Calendar and will not be available for individual reservations. Open play time is limited to Members and their resident guests.
- G. Only athletic shoes free of dirt or sand are permitted on the playing surface. Proper attire, including shirts, is required.
- H. Only players are permitted within court enclosures.
- I. A lowered net indicates the court is out of play for routine maintenance.

XXVII. DOCK:

- A. Use of dock is at your own risk. An Owner/lessee must accompany children under 12 years of age at all times.
- B. All Tangerine Bay Club residents may use the dock for fishing.
- C. Residents may invite guests to fish but the resident must be present with his or her guest.
- D. Do not leave fishing lines unattended at any time.
- E. Fish-cleaning tables have been provided. All fish must be cleaned in this area and the tables washed down when finished.
- F. Please adhere to the signs and DO NO FEED BIRDS AT ANY TIME. It is harmful to the birds.
- G. Tangerine Bay Club residents may have guests who arrive by boat; however, no boat may be docked for more than an hour (without prior consent of the General Manager or a Board member). Boats left longer will be towed to a marina at Owner's expense. H. Observe NO WAKE areas around dock.

XXVIII. HURRICANE SHUTTERS:

- A. Owners who plan to install Hurricane Shutters must submit a Request for Approval of Hurricane Shutters to the General Manager for approval by the Architecture Review Committee. The Request for Approval must be accompanied by a non-refundable check for \$100 payable to Tangerine Bay Club Association to cover the cost of cleanup of Common Elements and neighboring lanais. The Request for Approval is available on the TBC website or from the General Manager. The Board in its discretion may require the Owner to obtain installation specifications from a FL-licensed structural engineer at the Owner's expense.
- B. Hurricane Shutters are only permitted to be down during hurricane season: June 1st through November 30th. It is an Owner responsibility to put down Hurricane Shutters in advance of an impending storm or arrange it to be done by the Owner's Unit Caretaker. It is not the Association staff's responsibility to attend to an Owner's Hurricane Shutters when the staff must prepare the Association's property to weather a storm.
- C. All hurricane shutters must be roll-down shutter style and white in color including housing, frame, and all visible parts. Removable hurricane fabric shutters may be used on the front entry courtyard doors and its windows, and glass block walls. See Request for Approval of Hurricane Shutters for more information; it is available on the TBC website or from the General Manager.
- D. The Unit Owner is fully responsible for all costs and expenses incurred in the installation, use, existence, maintenance and continued upkeep of Hurricane Shutters. Proper maintenance of Hurricane Shutters includes frequent cleaning of the tracks to inspect and remove buildup of dirt, salt, insect nests, and other particles, and regular sealing of fasteners to prevent water intrusion into the Building's stucco walls. Throughout the year, Hurricane Shutters should be opened and closed to test good working order. Consult your Hurricane Shutter contractor regarding the proper maintenance for your Hurricane Shutters.
- E. The Unit Owner agrees to indemnify and hold harmless the Association from all claims, actions, or costs arising out of or because of the installation, use, existence, or maintenance of Hurricane Shutters, including but not limited to attorneys' fees.
- F. The Unit Owner is responsible for all costs of removal and reinstallation of Hurricane Shutters, or any portion thereof, if necessary, in order to permit the Association to maintain, repair, replace, or protect portions of the Condominium Property.
- G. The Unit Owner is responsible for any and all damage to Common Elements, Association Property, and other Units that results from the installation, use, existence, maintenance, removal, reinstallation, and cleaning of Hurricane Shutters.
- H. All contractors installing Hurricane Shutters must be licensed in Florida and meet the requirements of the State of Florida and the Town of Longboat Key including but not limited to:
 - 1. Building Permits;
 - 2. Liability Insurance;
 - 3. Worker's Compensation Insurance;
 - 4. Vehicle Insurance.

All contractors are responsible for any damage to Common Elements including but not limited to turf, irrigation heads, sidewalks, and elevators. Contractors are responsible for padding elevators themselves when bulky materials are transported, and to remove pads before each weekend and when active work is completed. Elevator pads may be obtained from TBC's Maintenance Manager.

- I. Hours for installation of Hurricane Shutters are limited to between 9:00 a.m. and 5:00 p.m. Monday through Friday. Work and cleanup should be completed by 5:00 p.m. on all workdays. No work is permitted on:
1. December 24 through January 1;
 2. President's Day;
 3. Memorial Day;
 4. Independence Day;
 5. Labor Day;
 6. Thanksgiving, and the day after Thanksgiving, and
 7. any other day determined by the Board and posted on the Buildings' bulletin boards
- J. All contractors must follow Association's parking rules and directions, parking only where instructed by the security guards, the Maintenance Manager, or the General Manager. At the discretion of the Board, repeated failure to observe parking instructions will be cause for suspension from the property.
- K. The General Manager must be informed two (2) business days in advance of a large truck, high lift, or large pieces of equipment coming onto the property. Failure to provide timely notification to the General Manager may result in refusal of entry to TBC.
- L. Contractor must notify on-site Maintenance Manager or General Manager for inspection of installation to validate completion of installation as per Association guidelines prior to leaving TBC property.

XXIX. HVAC (HEATING, VENTILATION & AIR CONDITIONING) MAINTENANCE, REPAIR AND REPLACEMENT:

- A. MAINTENANCE & REPAIR. Each Unit Owner is responsible for the maintenance, repair, and replacement of the Unit's HVAC system which includes a compressor on the roof of each Building (3rd floor Units have two compressors) and an air handler within each Unit. The Owner is required to have both parts serviced twice a year by a FL-licensed HVAC contractor. One of the maintenance calls must be in spring in advance of storm season (June 1 through November 30).

The Unit Owner has responsibility to maintain, repair, and replace all air-conditioning and heating equipment exclusively serving the Unit, whether located in the Unit or outside the Unit, as well as that equipment's conduits and condensate lines up to the point where those connect to the Association's main condensate line in the Building.

The Association is responsible to maintain, repair, and replace the Building's main condensate line.

B. REPLACEMENT

1. FL-licensed HVAC contractor must permit the job with Town of Longboat Key.
2. Contractor must furnish proof of:
 - (a) LBK Permit

- (b) Liability Insurance
 - (c) Workers Compensation Insurance
 - (d) Auto Insurance
3. Noise isolation pads must be installed under all compressor units; a minimum of four (4) pads per compressor
 4. All tie down straps must be on the side of the curb, not on the top. All screw holes must be caulked and all old tie down strap holes sealed. Refrigerant lines must be properly insulated.
 5. Installation must meet all Coastal Code Requirement Guidelines and state and local building codes for wind load requirements and properly sized equipment pad.
 6. All compressors must be gray or earth-toned in color.
 7. All compressors removed or installed on the roof area will require the use of a crane. Installation of small compressors will be permitted through the roof hatch. Any damages caused during the installation will be the expense of the Owner.
 8. Contractor must schedule access to roof with on-site Maintenance Manager or General Manager two (2) business days prior to work being performed.
 9. Contractor must notify on-site Maintenance Manager or General Manager for inspection of work area to validate completion of installation as per Association Guidelines prior to leaving TBC property.
 10. All compressor units and disconnects must be labeled/marked with minimum of 2" reflective white/black background, self-adhesive tape, mailbox numbers identifying Unit number of Owner.

XXX. DELINQUENT ACCOUNTS:

- A. Assessments are due January 1st, April 1st, July 1st and October 1st. Special Assessments are due when set by the Board.
- B. An account is delinquent for quarterly fees and special assessments if it is not paid in full within 10 days after the due date. No payment by check is deemed received until the check has cleared the Owner's bank.
- C. The Association will impose a late charge of \$250.00 for the first month of delinquency of quarterly fees and 5% of the delinquent amount of a special assessment.
- D. Interest charges of 1.50% per month (18% per annum) from the due date until the late payment clears the Owner's bank will be due on delinquent quarterly fees and special assessments payments. For amounts due to the Association upon receipt of an invoice, interest charges of 1.50% per month (18% per annum) will begin 30 days after the invoice date.
- E. The total interest charge cannot be determined until after the delinquent payment is made, therefore, it may be billed at a later date.
- F. All payments upon account shall be first applied to interest, then to late payment fees and attorney's fees and costs, and finally to unpaid Assessments.

- G. Once the budget is established, it is the Owner's responsibility to make payments on time whether the Owner receives a statement or not.
- H. Auto-pay is encouraged. The necessary Form is available from the General Manager or the TBC website.

XXXI. ENFORCEMENT:

A. THE LAW

- 1. Fining authority is governed by Section 718.303(3), Florida Statutes, and Section 6(m) of the Bylaws, which provides that the Association may levy a fine against a Unit Owner for the failure of the Owner of a Unit, or its occupant, licensee, tenant, guest or invitee to comply with the provisions of the Declaration, Bylaws, or Rules and Regulations.
- 2. A fine may not exceed \$100.00 per violation, provided that a fine may be levied on a per-diem basis for a continuing violation. The maximum aggregate fine is \$1,000.00.
- 3. The same statute authorizes an association to suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, licensee, guest, or invitee, to use Common Elements and facilities for the failure of the Owner of the Unit or its occupant, licensee, tenant, guest or invitee to comply with any provision of the Declaration, Bylaws, or Rules and Regulations. A suspension may not apply to that portion of Common Elements used to provide access or utility service to the Unit, parking spaces, elevators, or to Limited Common Elements reserved for the exclusive use of the Unit. (Note that suspensions may also be imposed if an Owner is more than 90 days delinquent in the payment of a monetary obligation to the Association, which is different and does not require the due process hearing discussed below).

B. LEVY OF FINE OR SUSPENSION

- 1. The Board has the authority to levy a fine for a violation, and an additional fine for each day of a continuing violation, or to suspend use rights. The levy of a fine(s) or suspension should be included as an agenda item and addressed at a Board meeting for which notice is posted no less than 48 hours in advance. It is not necessary to provide notice to the Owner, but it is recommended, as the Board meeting may be an opportunity to resolve the matter before the levy of a fine or suspension.

C. IMPOSITION OF FINE OR SUSPENSION

- 1. After the levy of a fine or suspension, the Board must permit the Unit Owner an opportunity for a hearing before an impartial Hearing Committee. The Hearing Committee must agree before a fine or suspension may be imposed. The Board appoints the members of the Hearing Committee, which must consist of at least three Unit Owners. Hearing committee members may not be board members, officers, employees or the spouse, parent, child, brother, or sister of an officer, board member or employee.

D. PROCEDURE FOR CONDUCTING THE HEARING

- 1. It is always best to determine if a violation can be remedied without punitive action. A fine may not be appropriate for a first-time violator.
- 2. The Board should select a date, time and place for the hearing approximately 30-45 days away.

3. If the Association does not have a standing Hearing Committee, the Board should meet and duly appoint a Hearing Committee (this should be done in advance of the fining hearing).
4. The Board should prepare a list of alleged violations, including the nature of the alleged offenses, and the approximate dates, times, and places where same occurred. The Association should send this information (including citation to sections of the documents violated) to the alleged violator, along with notice of the date, time, and place of the fining hearing. Also, the notice should advise the alleged violator of his right to cross-examine witnesses, present witnesses and otherwise contest the enforcement.
5. The next step is to deliver or “serve” the notice of fining hearing on all record Owners of the Unit according to the deed. If certified mail does not come back as claimed, personal delivery is preferable. The notice must be given to the alleged violator at least 14 days in advance of the hearing. If the Unit is rented, the Association may, but is not obligated, to provide a copy of the notice to the tenant.
6. At least 48 hours prior to the fining hearing, a notice of the hearing must be posted in the statutorily prescribed location. The fining hearing is open to Unit Owner observation and comments.
7. A quorum of the Hearing Committee must be present at the hearing. The Hearing Committee should appoint a chair. The Chair should conduct the meeting. A representative of the Association should present its case to support the alleged violations and the need to levy a fine or suspension. The alleged violator is permitted to cross-examine witnesses, ask questions, call witnesses, introduce documents, and otherwise defend the allegations. The members of the Hearing Committee may ask questions of either the Board representative or the alleged violator, or any of the persons who presented evidence or testified. The Hearing Committee should specifically ask the alleged violator if he or she desires to present further testimony or evidence. Once the evidentiary portion of the hearing is concluded, the Hearing Committee should vote on the fine or suspension. The Hearing Committee, by majority vote, must agree with the fine or suspension. In other words, it has a “veto” right over the Board’s decision. The Hearing Committee does not have the authority to increase or decrease the proposed fine or suspension: it only has authority to decide if the fine(s) or suspension levied by the Board may be imposed.
8. If a fine has been levied and approved by the Hearing Committee, the fine shall be due five (5) days after the date of the Hearing Committee meeting at which the fine was imposed. Notice of the levy and due date of the fine shall be reduced to writing and delivered to the Owners of record.
9. If a suspension has been approved by the Hearing Committee, the terms and length of the suspension should be reduced to writing and transmitted to the Owners of record, and in cases where tenant/guest use rights are also suspended, also to those persons.
10. Once a fine is levied, if not paid, it must be collected through filing a small claims court action, since a fine cannot become a lien against the Unit.
11. If the Association is required to take the Unit Owner to court to recover a fine, the Association is also entitled to recover the attorney’s fees that it incurs in collecting the fine. Although the amount of attorney’s fees may often exceed the amount of the fine, the court is obligated by law to award a reasonable attorney’s fee to the prevailing party.

XXXII. MAJOR REPAIRS, REPLACEMENT, AND ALTERATIONS TO UNITS:

“Major” defies precise definition. At TBC a major renovation is one that impacts Common Elements, Limited Common Elements, external appearance, structural integrity, water intrusion, safety, insurability and/or causes disruption to neighbors due to noise, construction materials, trailers, debris, etc.

Minor low-impact work such as painting, carpeting, cabinet replacement and appliance replacement do not require Board approval but must be discussed with the General Manager to avoid conflicts with other planned activities in the Building.

A. BOARD APPROVAL

1. Unit and garage alterations that involve Common Elements and Limited Common Elements and/or structural modifications require written Board approval. Examples include, but are not limited to, changed floor plans, hard floor coverings, replacement of drywall, windows, sliding glass doors, skylights, installation of hurricane shutters, and revisions to plumbing and electrical conduits/systems. Owners who receive approval to alter a Common Element or Limited Common Element assume maintenance responsibility and liability for that Element.
2. The Association has the right to require an Owner to restore to original condition any alteration made to Common Elements or Limited Common Elements not previously approved by the Board.
3. The Board delegates approval of major renovation projects to the Architecture Review Committee (ARC). An Owner seeking approval must submit fully completed Request for Approval forms that detail the renovation project to the General Manager who will review the project and submit it to ARC for final approval.
4. The Board delegates approval of small, routine renovation projects to the General Manager such as: Replacement of Windows, Skylights, and Sliding Glass Doors; Replacement of Garage Doors; Replacement of Unit Flooring; Minor additions or revisions to Unit renovation projects already approved by the ARC.
5. All Request for Approval forms are available on the TBC website or from the General Manager. All forms require a start date and estimated completion date. A construction timeline prepared by a FL-licensed contractor must accompany all Request for Approval forms. Start dates will not be approved until major finishes are selected and/or ordered (e.g., cabinets, flooring). If a renovation extends beyond the previously approved completion date, a revised completion date must be discussed with the General Manager and reapproved by the ARC.
6. ARC will complete its review process of a major renovation request within thirty (30) days of receipt by the General Manager of a **complete Request for Approval package**.
7. Emergency repairs following casualty must be discussed with the General Manager for an expedited approval process to accommodate the recovery plan.
8. A Member of the Board or its representative has the right to enter a Unit during a renovation project to inspect that work done is consistent with Board approvals.

B. FLORIDA LICENSED PROFESSIONALS

1. Florida-licensed design professionals hired and paid by the Owner must design all structural work. For some structural work and installations, Owners will be required to hire a Florida-licensed structural engineer.
2. Contractors must be licensed and meet requirements of the State of Florida and the Town of Longboat Key including but not limited to:
 - a. Building permits
 - b. Liability insurance
 - c. Worker's compensation insurance
 - d. Vehicle insurance
3. Owners and their contractors are responsible for damage to Common Elements and Limited Common Elements caused by contractors during the Owners' renovation projects.

C. TIMING OF RENOVATION WORK

1. Association maintenance and construction projects take precedence over Unit renovations. Unit renovations may at times be delayed so that Association work may be completed.
2. Demolition and major construction are not permitted during the months of December through April. This includes debris removal, chipping, jack-hammering, hard floor covering removal, and power sawing. The Board may make exceptions for emergency situations.
3. Hours of construction and major deliveries are limited to 8:00 a.m. to 5:00 p.m. Monday through Friday. Loud noise is not permitted before 9:00 a.m. and clean-up must be completed by 5:00 PM.
4. No work of any kind is permitted on Saturdays and Sundays. The General Manager may make exceptions for emergency repairs. Delivery of appliances and furniture is permitted on Saturdays with approval of the General Manager and padding of the elevator walls and floor. No work is permitted on:
 - a. December 24 through January 1;
 - b. President's Day;
 - c. Memorial Day;
 - d. Independence Day;
 - e. Labor Day;
 - f. Thanksgiving and the day after Thanksgiving; and
 - g. Any other day determined by the Board and posted on the Buildings' bulletin boards.
5. No more than two (2) Unit renovation projects will be approved in a Building for the same time. The Board reserves the right to prioritize projects in the event of conflicts with Association work or other Owners' approved or pending projects. This could result

in a temporary stoppage of work on an Owner's project that is delayed beyond that project's previously approved completion date.

6. If work will involve loud noise, vibrations, or strong odors, the Owner is responsible to advise neighbors at least 48 hours in advance. For major renovation projects, contact your neighbors weeks in advance of the project's start date.

D. CLEANLINESS OF BUILDINGS AND COMMON ELEMENTS

1. Contractors are responsible for padding elevator walls and floor and removing pads before weekends and holidays, and when no longer needed. Pads may be obtained from the Maintenance Manager or General Manager. Failure to properly pad and remove pads from the elevator may result in a \$100 fine to the contractor.
2. As often as is necessary to keep a Building in an acceptably clean condition for all Owners, the Owners of Units under renovation in the Building will be charged the cost for extra cleaning of the Building's Common Elements and, if necessary, neighboring Units' entry courtyards and lanais.
3. Construction materials must be stored in Owner's garage or inside the Unit, not in the Unit's entry courtyard or on its lanai. No equipment may be stored on TBC's grounds. Only tools and supplies required for the current day's work may be kept in the Unit's entry courtyard but must be removed at the end of the workday.
4. No cutting or sawing may be done in the Unit's entry courtyard or on its lanai, but rather within the Unit, within the Unit's garage, or outside the Building at ground level at a place approved by the General Manager.
5. Construction debris must be collected in well-maintained trailers not to exceed 14ft x 7ft. Trailers must be parked as directed by the General Manager, covered at night, removed from the property when full, before weekends and holidays, or when not in daily use. Debris from demolition for most major renovation projects must be removed from the Unit via a chute that empties into a trailer. Discuss specifics with the General Manager during the Association's approval process.
6. Dumpsters may not be used on the property; exceptions may be discussed with the General Manager.

E. CONTRACTOR PARKING AND EQUIPMENT

1. All contractors must follow the Association's parking rules and directions, parking only where instructed by the security guards, the Maintenance Manager, or the General Manager. The maximum number of vehicles per contractor permitted on the property each day for a renovation project is five (5). Contractors working on more than one Unit project at a time should consult with the General Manager. The above limit of five (5) vehicles excludes one (1) trailer during demolition. At the discretion of the Board, repeated failure to observe parking instructions will be cause for suspension from the property.
2. The General Manager must be given two (2) business days' notice of large trucks, reaches, lifts, and cranes coming to the property. Failure to provide timely notification may result in refusal of entry to TBC.

F. USE OF BUILDING ELEVATORS

1. Elevators may be used to transport small tools and equipment, cabinets, appliances and furniture. Weight of such items must be evenly distributed within the elevator. If an elevator goes out of service due to an imbalanced load, the Owner causing the elevator malfunction will be charged the cost for the service call needed to bring the elevator back online.
2. Use of the elevators is prohibited to transport heavy equipment, pallets of tile, and bulk building materials including bulk amounts of drywall, plywood, two-by-fours, metal studs, or concrete. Such items must be lifted into Units using a lift-truck, crane, or highreach. The General Manager will consider requests for exceptions if brought to his attention two (2) business days in advance in order to allow for proper consideration and reasonable notice to all Owners in the Building. Failure to follow TBC's elevator restriction may result in up to a \$1,000 fine to the contractor.

XXXIII. PRIVATE USE/OCCUPANCY OF COMMON ELEMENTS:

- A. The only portions of the Common Elements and Association Property that may be reserved by a Unit Owner and a tenant of a Unit Owner to the exclusion of other Unit Owners for a limited period of time are the recreation room and kitchen within the Cabana, excluding the Fitness Center and bathrooms. A small area of outside deck space contiguous to the Cabana may be used with consideration not to disrupt residents using the pool area.
- B. The above facilities may be reserved on a "first come, first served" basis by a Unit Owner or a tenant of a Unit Owner subject to the following:
 1. No guests of a Unit Owner or a Unit Owner's tenant may use the facilities unless the Unit Owner or tenant is present.
 2. All activities must comply with the Association's Rules & Regulations with special attention to Section VIII - Noise.
 3. Use and occupancy must be in accordance with size limitations and fire safety capacity and all applicable Federal, State, and local laws, ordinances, rules, regulations and codes.
 4. The Unit Owner or tenant must sign in advance a Reservation & Approval Agreement with the Association that includes terms and conditions determined by the Board. Obtain Reservation & Approval Agreement from the General Manager or the TBC website.
 5. The Unit Owner or tenant must pay in advance any use fees, security deposits, and/or clean-up fees determined by the Board from time to time. Checks are payable to Tangerine Bay Association.
 6. The Unit Owner or tenant who is hosting the private event is responsible for all damage or destruction to the facilities as determined by the Board.
 7. Chairs and tables are available in the locked storage room in the Cabana. Both the Maintenance Manager and General Manager can provide access to the storage room. Use these tables and chairs prior to removing furniture from the pool deck. So as not to disrupt other residents, no more than half the chairs and umbrella tables around the pool deck may be used for a private event. Set up for private event must occur late in the day of the event and be removed very early the following morning. All tables and chairs must be returned to their original arrangement and location on the pool deck and

in the storage closet. Clean-up of the kitchen and Cabana, as well as trash removal, is the responsibility of the Owner or tenant hosting the private event.

8. No more than twenty (20) outdoor parking spaces may be used for visitors attending a private event or people working at the private event.

XXXIV. UNIT INSURANCE:

- A. Each Unit Owner must obtain and maintain property insurance (called an HO-6 insurance policy) for the portions of the Condominium Property that must be insured by the Owner, and liability insurance. The property to be insured by each Unit Owner shall include the following:
 1. personal property located within the Unit and garage;
 2. ceiling, floor and wall coverings;
 3. electrical fixtures;
 4. appliances;
 5. water heater;
 6. water filter;
 7. built-in cabinets and countertops; and
 8. window treatments including curtains, drapes, blinds, hardware and similar window treatment components.

XXXV. CHARGERS FOR ELECTRIC VEHICLES:

- A. In accordance with Section 718.113(8), Florida Statutes, a Unit Owner shall be allowed to install and use an electric vehicle charging station located within the boundaries of the Unit Owner's Limited Common Element parking area. Inquiries must be submitted to the General Manager. The installation of such charging stations is subject to the following:
 1. The installation may not cause irreparable damage to the Condominium Property.
 2. The electricity for the electric vehicle charging station must be metered with the Unit's electrical panel, i.e., all electrical costs payable by the Unit Owner installing the charging station. If for technical or structural reasons access to the Unit's electrical panel is not possible, the Unit Owner may install a separate meter for the charging station with all installation costs and metering expenses payable by the Owner.
 3. The Unit Owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance.
 4. If the Unit Owner or his or her successor decides there is no longer a need for the electronic vehicle charging station, such person is responsible for the cost of removal of the electronic vehicle charging station.
 5. The Association may require the Unit Owner to:

- (a) Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.
- (b) Comply with reasonable architectural standards adopted by the Association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.
- (c) Engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.
- (d) Provide a certificate of insurance naming the Association as an additional insured on the Owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the Association's approval to install such charging station.
- (e) Reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the Association's insurance premium invoice.