

## **Rules and Regulations of Tropical Gardens Condominium Association Inc.**

**Occupancy:** Each Unit shall be used only as a residence. A Unit owned by an individual may only be occupied by the individual Unit Owner or Lessee, and such persons' families and guests.

Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium property and including full compliance by them of the restrictions of the Rules and Regulations of the Association.

**Pets.** Except for small domestic birds or fish, each Unit may maintain two pets in his Unit to be limited to a dog and a cat, or two dogs or two cats, and that the household pets are not kept, bred or maintained for any commercial purpose. Dogs may not be kept in a Limited Common Element area (e.g. patio) when the Owner is not in the Unit. Pets shall be subject to the reasonable rules and regulations promulgated by the Association (For example: No pets which may be deemed a danger or aggressive will be permitted on the premises or in the units). If the Board determines in its sole discretion that the pet has become a nuisance or danger to the Unit Owners or residents, or that the rules and regulations regarding pets are not being fully obeyed, the Board at a duly called meeting of the Board may be required by the Board to be removed. If this occurs, the Unit Owner shall immediately remove the pet from the Condominium.

Pets shall never be allowed to run freely upon any of the Condominium Property and/or Association Property, except that pets shall be allowed to run freely within a Unit, or within the patio area which is a Limited Common Element adjacent and appurtenant to it, and when outside of a Unit, pets shall be leashed and in the company of an individual willing and able to fully control the pets. Any Owner maintaining a pet on Condominium Property shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of the Association. Owners of the pets must pick up behind their pets.

**Use of Common Elements.** The Common Elements, including sidewalks and landscaping, shall be used only for furnishing of the services and facilities.

**Nuisances.** No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

**Exterior Improvements; Landscaping.** No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios or windows of the Building nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. However a Unit Owner may display one portable, removable United States flag in a respectful way, not larger than 2 1/2 feet by 4 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. No unofficial flags, political signage, or business/advertising signs are permitted except those displayed on vehicles.

**Exterior Storage:** In order to enhance the beauty of the building and for safety purposes, the sidewalks and all similar common areas, must not be obstructed. Personal items may only be stored in the units or on the patios behind each unit.

**Refuse and Debris:** To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas designated. Boxes must be broken down to conserve space. The Common Areas and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material. No furniture or other bulky items are to be placed at the dumpster. Violators will be assessed the cost of debris removal.

All garbage and trash shall be deposited in the disposal installations provided. Costs of removal shall be treated as a charge against a Unit Owner and collected in accordance with the provisions of Section 9.3 of the Bylaws. No construction waste or large items such as furniture may be left in or by the dumpster or it's enclosure.

**Parking:** No vehicles other than automobiles, and/or allowable motorcycles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" includes any type of allowable van, or truck, such as a pickup truck. No other vehicle or equipment of any kind, whatsoever, including, but not limited to, commercial work trucks, delivery vans, boats, boat trailers and campers shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever. All parking of allowable vehicles shall only be in the assigned parking spaces.

No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies, and except as otherwise provided in the Declaration. Only one vehicle per unit may be parked in designated parking spaces. All other vehicles are to be parked in designated visitor spaces.

**Noise:** In order that all residents may have the quiet enjoyment of their property, no resident shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, employees, agents, and visitors, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the residents. No resident shall unreasonably play or allow to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other residents. No residents shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

**Electronic Interference:** No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of a Building without the written consent of the Board of Directors of the Association.

**Moving:** All removals, or the carrying in or out of any, freight, furniture, or bulky matters of any description must take place during the hours which the Board of Directors or its agent may determine from time to time. Any damage done to the Building or to the Unit Owner or Occupant or to other persons in bringing in or removing furniture or other bulky or heavy articles shall be paid for by Unit Owner or Occupant. No furniture or other bulky items are to be placed at the dumpster. Costs of removal shall be treated as a charge against a Unit Owner and collected in accordance with the provisions of the Bylaws. No construction waste or large items such as furniture may be left in or by the dumpster or it's enclosure.

**Emergency Preparedness:** In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, plants and other objects from his balcony.

**Fire Regulations:** No gas or charcoal grills, burner, broilers, fryers and open flame devices may be used or maintained within the terraces or balconies or any common elements. Per Florida Law, they may not be used within 10 feet of the building.

**Association Access:** In case of any emergency originating in, or threatening any Unit, the Association, subject to the relevant provisions in the Declaration and applicable law, shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such an emergency, even if the Unit Owner or Resident is not present at the time of such emergency. If a locksmith is required to gain access, the unit owner will be assessed the cost of the locksmith.

**No Solicitation:** There shall be no solicitation by any person anywhere in a Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.