

TUDOR CAY CONDOMINIUM ASSOCIATION, INC.
AMENDED AND RESTATED RULES AND REGULATIONS

Adopted on October 8, 2020

The following Amended and Restated Rules and Regulations have been adopted by the Board of Directors of the Tudor Cay Condominium Association, Inc. (the “Association”) pursuant to the authority granted to same in Article 23, Section G of the Declaration of Condominium for Tudor Cay Condominium (the “Declaration”) Per Article 23, Section G of the Declaration, the Association may enact rules and regulations affecting use of the units, common elements and limited common elements. The following Amended and Restated Rules and Regulations shall apply to all persons within the Tudor Cay condominium. The primary purpose for these Rules and Regulations is to implement a consistent interpretation of the Declaration, as originally recorded in Official Records Book 3721, Page 1331, Public Records of Hillsborough County, Florida. Unless otherwise defined in this document, all defined terms shall have the meaning as used in the Declaration. These Amended and Restated Rules and Regulations may be amended by the Association’s Board of Directors from time to time. The term “unit owner” or “owner” used herein shall also encompass a lessee, occupant, guest or invitee.

A. Residence

1. A unit shall be occupied and used only as a private single-family residence and for no other purpose.
 - a. No unit may be used for transient or hotel purposes.
 - b. No unit owner may alter the exterior appearance of his or her unit.
 - c. Units shall be subject to the following occupancy limits:
 - i. One (1) bedroom – maximum of three (3) persons
 - ii. Two (2) bedrooms – maximum of five (5) persons
 - iii. Three (3) bedrooms – maximum of seven (7) persons
2. No alterations to any common elements, or any additions or improvements thereto, shall be made, except upon the affirmative vote of a majority of the voting interests present in person or by proxy at a membership meeting. Notwithstanding the foregoing, unit owners with the written approval of the Board of Directors of the Association, may locate their air conditioner compressors and related lines upon the common elements or limited common elements. Each unit owner shall be responsible for the maintenance, repair and replacement of his or her air conditioning compressor and related lines, regardless of the location of same. A unit owner having the right to use limited common element patios or terraces must maintain the screens thereon and may, upon the approval of the Board of the Directors, install transparent glazing materials inside the screen. A unit owner may have potted plants, removable outdoor furniture and no more than two covered storage cabinets, on the patio or terrace.
3. No portion of a unit (other than an entire unit) may be rented. All leases shall be on forms

approved by the Association and shall provide that the Association shall have the right to require the unit owner to terminate the lease upon default by the tenant in observing any material provisions of the Declaration of Condominium, Articles of Incorporation, the Bylaws or these Rules and Regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. If the Association requires the termination of a lease by the unit owner in accordance with this Section or similar provision of the Declaration, the unit owner shall immediately evict the tenant. Leasing of units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any unit on any grounds that the Association elects. No lease shall be approved for a term of less than six (6) months. The unit owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. No tenant shall be allowed to sublease a unit that he is renting.

4. Each unit owner shall install and maintain smoke detector(s) and Class A/B/C fire extinguishers, with a minimum range of 2A-10BC, in the unit. Maintenance, repair, testing and replacement of the smoke detector(s) and fire extinguisher(s) shall be the responsibility of the unit owner.
5. Unit owner may not obstruct or encumber any common element. Unit owner may not store any personal property upon the common elements. The Association may remove any personal property and discard same after forty-eight hour notice has been provided to the unit owner. No person shall loiter upon the common elements.

A first-floor unit owner may utilize an area extending no more than 24 inches from the rear of the building for a flower bed. Plants may not exceed 48 inches in height nor more than 24 inches in diameter. For safety of children, pets, and maintenance personnel, no unit owner may plant a poisonous plant or flower, nor may a unit owner plant any plant or flower which may grow thorns. Plants must not interfere with waterlines, cables or other conduits that provide service to the units or the common elements.

6. A unit owner shall store all personal property within his or her unit or limited common element. A unit owner may store his or her bike at the provided bicycle racks. Bikes shall not be stored on the sidewalks, the side of the buildings, or other common elements.
7. Garbage cans, supplies, and other articles shall not be placed in the entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, stairways, or exposed on any part of the common elements. Refuse and garbage shall be deposited in the garbage compactor. It is the resident's responsibility to transport oversized items that do not fit in the garbage compactor to a solid waste facility to ensure the items are lawfully disposed of. Any item found in violation of this paragraph is subject to removal and disposal by agents of the Association. The Association shall have the right to assess all of its costs incurred in disposing said items against the responsible owner.

8. Signs, bulletins, advertisements, posters, circulars, notices, newsletters, letters, handbills, propaganda, or other lettering, printed or handwritten, shall not be exhibited, displayed, inscribed, painted, or affixed, in, around, on, or upon *any* part of the condominium (except on the bulletin boards inside the laundry rooms - limited to 8.5" X 11", or commercial vehicles parked in designated areas). The prior approval of the majority of the board members for items such as official Association newsletters and notices is required before any item may be distributed by placement on unit doors. The foregoing prohibition includes signs within a unit, which are visible from the outside of the unit.
9. Unit owner may display one portable, removal United State flag in a respectable way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way a portable, removable official flag, not larger than 4-1/2 feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. A unit owner may not position said flag in any way that shall interfere with access to the building or damage the common elements.
10. No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls, doors, or roof of a building except by vote of the members. All windows and screens must be maintained by the unit owner and have a window treatment such as blinds, verticals, drapes, or any other material which is customarily used as a window treatment.
11. Gas and flammable cooking are not permitted on or in entryway, patio, or balcony. Electric grill cooking is permitted. Flammable grill cooking is permitted at least fifteen (15) feet from the buildings and only as long as the smoke and fumes do not enter any other unit or balcony.
12. No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any unit, or unit storage area, or limited common element assigned thereto, except such as are required for normal household use. Motor vehicles and boats are not permitted inside the buildings, entryways, patios, balconies, on the sidewalks, or in the grassed areas at any time.
13. Outside water taps may be used to water gardens. The water taps shall not be used for washing vehicles.
14. Vinyl or wood privacy screens on patios and balconies are optional. A unit owner may remove the privacy screen at his or her discretion. Should a unit owner choose to replace a privacy screen, the unit owner must replace it with vinyl fencing. The unit owner must obtain written approval from the Association of the type and color of the proposed new fencing prior to installation.
15. Unit owners may install a screen door or a security door on the front of their unit without the prior consent of the Board of Directors and without a vote of the members. The screen door, screen door frame, security door and security door frame shall be maintained, repaired, and replaced by the unit owners. Screen doors shall be maintained in a like new condition with no visible damage to the door frame or screen. The screen door, screen door frame, security door and security door frame must be either the same color as the main door or black. Each screen door, screen door frame, security door and security door frame in interior hallways shall be

white.

16. A unit owner may replace the windows in his or her unit with one over one style windows or window identical to the existing windows. The replacement windows must be approved by the Association prior to installation. All windows and window frames shall be maintained, repaired, and replaced by the unit owner.
17. Outside lamps are provided by the Association and may not be modified or replaced by a unit owner.
18. No clothesline or similar device shall be permitted on any portion of the condominium property, nor shall clothes be hung anywhere on the condominium property.

B. Sale/Lease Restrictions

1. The Association must be informed, in writing, and approve of all new owners, lessees or occupants and of any new pets. A unit owner shall submit this information to the Association by utilizing an application prepared by the Association. No unit owner shall sell or lease his or her unit without submitting the proper application to the Association. Said application shall include the submission of an application fee to the Association. The applicant is required to provide the Association with a copy of the prospective owner, lessee or occupant's driver's license or other similar identification. Prospective tenants must undergo an interview with the Association prior to moving into the unit. The interview will take place on a date and time determined by the Association. Any person residing in a unit over 30 days shall be considered an occupant of that unit.
 - a. A unit owner shall pay a non-refundable administrative fee of \$100 for the first new owner and \$50 for each additional adult owner. This sum is due to the Association with the completed registration/application form.
 - b. A unit owner shall pay a non-refundable administrative fee of \$100 for any new lessee or occupant and \$50 for each additional adult lessee or occupant. For out of country applicants, the application fee is \$200.
 - c. The Association will not consider an application until the administrative fee is paid.
 - d. Confidential information will be protected in accordance with chapter 718 of the Florida Statutes.
 - e. While a unit owner is not required to pay an administrative fee for a person visiting a unit for less than thirty (30) days, if a person visits in a unit for over fifteen (15) days, the unit owner must provide the Association with a name and identification for the individual.
2. An applicant will **automatically be denied** for any of the following reasons:

- a. Anyone convicted of a sexual offense or is deemed a “sexual offender” or “sexual predator” as defined in Sections 775.21 and 943.0435, Florida Statutes; or
- b. The applicant has one or more misdemeanor or felony conviction involving violent crimes against persons or property within the last 5 years; or
- c. The applicant has a terrorist related conviction; or
- d. Any of the above related and/or pending charges resulting in “Adjudication Withheld”, “Deferred Adjudication” and/or probation; or
- e. Active status on probation or parole resulting from any of the above.

****This restriction does not constitute a guarantee or representation that residents or occupants have not been convicted of a felony or misdemeanor or are subject to deferred adjudication for such offenses. Our ability to verify this information is limited to the information made available to us by the credit reporting services used.***

- 3. No unit may be transferred, sold, leased, or at any time temporarily or permanently occupied by a “sexual offender” or “sexual predator” (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered from time to time). Any sexual offender or sexual predator properly residing in a unit at the time of the adoption of the aforementioned amendment shall be allowed to continue in the unit despite the foregoing limitation, provided the individual is registered with the Association’s Board of Directors within thirty (30) days following the adoption of the aforementioned amendment and following notice to all owners of the need for registration of any occupants who are subject to this provision.
- 4. In accordance with Article 19, Section I of the Declaration: *“A sale or lease not conducted in accordance with the foregoing provision shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith. In addition to the foregoing, **the Association shall, upon material violation of the Declaration of Condominium have the option to evict, at the expense of the unit owner, an unapproved tenant or any tenant who materially violates the Declaration of Condominium or the rules and regulations of the Condominium Association.**”*

C. Residents

- 1. The unit owner is responsible for providing a mailbox key to his or her tenants. The Association can replace the lock at a cost of \$25 if the unit owner does not have key.
- 2. The unit owner shall provide to the tenant with a key fob to access the pools and laundry rooms. Replacement key fobs may be obtained at a charge of \$25.

3. A Tudor Cay parking sticker will be issued upon approval of the purchase/lease application by the Association.
4. Anyone using a waterbed shall be responsible for any and all damage done by a leak in the bed to their and other units.
5. No unit owner shall knowingly allow anything to fall from a window, balcony, terrace, patio, porch or doors of the premises, nor shall he/she sweep or throw any dirt or other substances into any of the corridors, halls, balconies, terraces, patios, porches, entryways, or elsewhere in the common areas of a building or upon the condominium.
6. No unit owner shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.
7. No unit owner shall make or permit any disturbing noises by himself, his family, guests, employees, agents, and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort, or convenience of the other unit owners/tenants. No unit owner/tenant shall play upon or suffer to be operated a phonograph, television, radio or sound amplifier, or permit to be conducted vocal or instrumental instructions in such manner as to disturb or annoy other occupants.

D. Pets

1. Pets shall be kept on a leash at all times when outside of the unit. No pet that creates a nuisance or health hazard may be housed in a unit or within the condominium. A determination by the Board of Directors, in its sole discretion, that a pet creates a nuisance or health hazard will be final and binding upon all interested parties, provided that notice and the opportunity for a hearing will be provided to the pet owner prior to a final decision by the Board of Directors on the removal of a pet. Owners shall ensure that their pet walkers and others responsible for their pet, adhere to these Rules and Regulations and the Declaration.
2. Owners and their authorized pet walkers shall promptly remove and properly discard any waste left by his or her dog.
3. Pets shall not be permitted upon the recreation areas as described in the Declaration of Condominium.
4. All pets must be registered with the Association. At the time of registration, the owner of the dog shall present the dog and a signed statement from a veterinarian confirming current vaccinations and the weight of the dog and shall display evidence of current county registration and licensing. If the dog is approved for occupancy, it shall be given a tag, which the dog shall wear anytime that it is on the common elements of the condominium. Dogs, which are not registered, are not permitted anywhere in or on the condominium property. In the event that a dog becomes a nuisance or a danger as determined by the Board of Directors, the owner shall remove the dog from the condominium upon the request of the Board of Directors.

No pets shall be allowed which will exceed 30 pounds when fully grown. No aggressive breeds of dog, including but not limited to: Pit bulls, Staffordshire Terriers, Rottweilers, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Chow Chows, Great Danes, St. Bernards, or Wolf mixes, shall be kept or permitted on the condominium property.

5. No more than one dog shall be kept or maintained in any unit, either temporarily or permanently. If a dog which is otherwise in compliance with the Declaration and these Rules and Regulations gives birth, the puppies may remain within the unit for a period of time not to exceed six (6) weeks after the birth of the puppies. A unit owner is responsible for any damage or harm to persons or property caused by his or her pet(s).
6. All animals shall be registered with the Association. The foregoing includes, but is not limited to, mice, rats, hamsters, snakes, and alligators. No animal may be tethered or left unattended on common or limited common areas. No litter box or pet excrement may be left on limited common areas.

E. Vehicles

1. All vehicles, cars, boats, trailers, pick-ups, motorcycles, scooters, and commercial vehicles must be registered with the Association. Vehicles not parked in the appropriate areas or having decals or a hangtag issued by the office, are subject to removal at the owner's expense.
2. The legal definition for "commercial" is that it relates to or is connected with trade and traffic, or commerce in general.
3. No box truck, tractor, trailer, bucket truck, dump truck, vending, tow truck or flatbed truck, all-terrain vehicle (ATV), camper, mobile home, travel trailer, or bus shall be permitted to be parked or stored in the condominium.
4. All parking facilities shall be used in accordance with the rules and regulations adopted by the Board of Directors as follows:
 - a. A unit owner must register his or her vehicle with the Association. Unit owners are required to provide the Association with the unit owner's vehicle tag number, current vehicle registration, as well as a copy of his or her driver's license. Each unit is assigned one numbered parking space for the exclusive use of the resident(s) of that unit. All vehicles parked at Tudor Cay by residents must display a Tudor Cay parking decal or a hangtag issued by the office. Only one parking decal will be issued to each licensed driver in the unit plus one additionally owned car per unit, with a maximum of four vehicles per unit. Additional decal cars may be parked in a guest space. Vehicle/boat registration is handled during office hours in the clubhouse.
 - b. A motor vehicle inoperable due to mechanical failure may be parked in the owner's assigned parking space no more than twenty (20) days. It must be

- kept clean and serviceable in appearance. Any inoperable vehicles that are parked or stored in an assigned space or anywhere in the Condominium for more than twenty (20) consecutive days shall be subject to towing without warning at the vehicle owner's expense.
- c. No vehicles emanating noise in excess of 72dB shall be permitted on the condominium property.
 - d. A unit owner may park his or her inoperable vehicle in the owner's assigned parking space for no more than twenty (20) days. No repairs of vehicles shall be made on the condominium property. An owner is responsible for any damage caused to the common elements by, or as the result of, his or her vehicle. The foregoing responsibility includes damage to any pavement caused by oil secretion.
 - e. Commercial vehicles must be parked in the areas designated for commercial vehicles. These designated parking areas are located: (1) adjacent to the west pool; (2) behind (south side of West Laundry) building "O;" (3) the area adjacent to the fishing dock and (4) on the south side of the dumpster area.
 - f. No person may park his or her vehicle in any numbered space not assigned to him or her unless he or she receives permission from the owner who is assigned to that parking space. Improperly parked vehicles may be towed without warning at the owner's expense.
 - g. Guests may only park in guest parking. Guests may not park anywhere else in the condominium.
 - h. No person may park his or her vehicle on the grass, in areas designated "No Parking", "Fire Lane" or in a pedestrian walkway. Vehicles parked in these areas may be towed without warning at the vehicle owner's expense.
 - i. Any vehicle that is not licensed or registered with the Department of Motor Vehicles shall be subject to towing without warning at the vehicle owner's sole expense.
 - j. All vehicles must be parked facing the sidewalk. Any vehicle backed into the parking space will be warned with a 48-hour tow violation tag for the first offense and immediately towed for each subsequent violation. No person may park his or her vehicle atop or over the sidewalk. All persons driving within the condominium must obey the speed limit and other traffic signs posted throughout the condominium.
 - k. Persons remaining within the condominium for a period exceeding fourteen (14) days must obtain a temporary parking permit. No person may park in guest parking for a continuous period of time to exceed fourteen (14) days.

Any vehicles parked in guest parking for a continuous period to exceed fourteen (14) days and without a temporary parking permit may be towed at that person's expense.

- l. Boat storage is allowed for those not exceeding a combined boat and trailer length of 25 feet. All boats must display a current watercraft registration decal. The trailer must have current state registration. Approved trailers will be assigned a parking space.
- m. Docking or mooring of boats along the seawall is not permitted.
- n. Any vehicle parked in violation of "a – m" above may be towed away or otherwise removed by or at the request of the Association, and the owner of the unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association. Any cost or expense necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

F. Recreation Facilities

1. No obnoxious or offensive activity shall be carried on upon any recreational facility nor shall anything be done thereon which may be or may become an annoyance to other unit owners.
2. Non-registered guests must be accompanied by a unit owner while using any recreational facility.
3. All recreational areas, including the fishing dock, pools, handball, basketball and tennis courts are open from dawn to dusk (no later than 9:00 p.m.). No person may utilize these areas before 9:00 a.m. or after 9:00 p.m.
4. Parents and/or legal guardians shall assume complete responsibility for their children while said children are within the condominium property. All children under twelve (12) years of age must be accompanied by an adult when utilizing any of the recreational facilities.
5. Climbing on or over walls, fences, roofs, and/or trees within the condominium is prohibited.
6. The following rules apply to the use of the swimming pools:
 - a. There is no lifeguard on duty - you swim at your own risk.
 - b. All children twelve (12) years of age and younger must be accompanied by an adult.
 - c. No more than two (2) guests per unit are allowed at the pool at any time.

- d. Food and beverages are prohibited in the pool and on the pool wet deck area. Animals and glass containers are prohibited within the fenced pool area.
 - e. There will be no running, pushing, or rough play.
 - f. Glass containers are prohibited.
 - g. All persons should shower before entering the pool.
 - h. Incontinent persons and non-toilet trained children must wear protective attire (i.e., Rubber swim pants or waterproof diapers.) Proper attire (swimsuit, cover-up, shoes or sandals) must be worn while at the swimming pool.
 - i. Radios and sound equipment may only be used with individual headphones.
 - j. Rafts and other floating devices are allowed, but must not interfere with other swimmers enjoying the pool.
 - k. Hairpins and other such objects can cause rust stains on the bottom of the pools, therefore, remove all hairpins and other similar objects before entering the pool or wear a bathing cap.
 - l. No animals are allowed in the pool, including service animals.
7. The Clubhouse is available for rent by unit owners for private functions.
- a. Reservations of the clubhouse shall be made in person and during normal office hours. A security deposit is required which shall be fully or partially refundable after inspection of the clubhouse following the rental date.
 - b. Smoking is not allowed in the clubhouse.
 - c. Reservation of the clubhouse does not include exclusive use of the pool.

G. General

- 1. Complaints and suggestions regarding the services provided by the Condominium Association shall be made in writing via mail or email to the Management Firm, and thereafter, to the Board of Directors. Telephone calls will be accepted only in an emergency.
- 2. Owners may speak for up to three (3) minutes regarding an agenda item at a Board of Directors' Meeting, a Committee meeting, or an Annual meeting. Owners wishing to speak must register with the presiding officer or the person designated prior to the meeting commencing. In the case of the Annual meeting, written notice is required not less than seven (7) days before the meeting directed to the Secretary of the Association.
- 3. Owners may inspect the official records of the Association for up to four hours per visit

between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday (except holidays) at the office of the Management Firm (not at the clubhouse). Owners must give written notice seventy-two (72) hours before inspection of the records. The notice must specify what specific records they wish to inspect. No owner can inspect the official records more than twice within a calendar month.

4. The Board of Directors hereby designates the official posting place of all meetings and other notices to the membership to be the bulletin board beside the front door of the clubhouse and the bulletin boards by the laundry rooms and front driveway.
5. The association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30- day period, or periods, as applicable. (See f.s. 718-112(2)(a)(2))
6. Storage Pods are allowed on the property for no more than 5 days except in case of a catastrophe.
7. If a unit has a balcony, the unit owner shall be responsible to clean the balcony ledge and railings.
8. It is prohibited to place food outside a residence for the purpose of feeding pets, stray animals or wild animals, including birds or ducks.

H. Disasters

1. Hurricane season begins June 1st and ends November 30th. If a unit owner shall leave his or her unit for a period greater than seven (7) days at any time during this period, the unit owner shall, prior to leaving, remove all plants, furniture, and other objects that could become airborne from any exterior area, including any limited common element, or in the alternative shall have designated a person who will be responsible for removal as required below.
2. In the event of a hurricane warning, unit owners shall ensure that all objects which could become airborne are removed from all exterior areas, including any limited common elements. Unit owners must secure all boats and trailers and make sure all doors are closed and secure.
3. Approved hurricane shutters may be utilized upon issuance of a hurricane warning and must be opened upon return to the property.
4. In the event of power loss, unit owner should be mindful to limit use of wastewater pipes, including flushing toilets, as the lift station will not be working, which could result in sewage backup.
5. A unit owner shall not do anything within his or her unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the association property or condominium property which is to be maintained by the Association.

