

Tamiami Village
Rules, Regulations and General Guidelines
Revised February 8, 2017

Office Hours: 8:00 a.m. - 4:00 p.m. Monday through Friday
(Subject to Seasonal Hours)

QUIET HOURS:

Please be courteous to your neighbors and observe quiet hours between the hours of 10:00 p.m. and 8:00 a.m.

INTRODUCTION:

The following Rules and Regulations are intended for the comfort, welfare and safety of you and your visitors and are to maintain the appearance and reputation of our Community. They may be amended from time to time to achieve this purpose. Your cooperation in observing these rules is greatly appreciated. Any act which endangers the life, health, safety, property or peaceful enjoyment of the Community or its occupants is a violation of the Rules and Regulations. The Tamiami Master Association, Inc., (hereinafter the "Association" or "Management"), intends to enforce these Rules equally and fairly and reserves the right to pursue further action as allowed by applicable governing documents and Florida State Statutes against any resident for violation of these Rules and Regulations.

1. EVERY PERSON DESIRING TO BECOME AN OCCUPANT IN THE COMMUNITY MUST FILL OUT AN APPLICATION FORM

- A. The Association will use the application which may include a credit report and/or background check to determine if the applicant is qualified to become an occupant under these Community Rules and Regulations. In determining whether an applicant is qualified to occupy in the Community, the Association will apply the criteria contained in Exhibit "A", attached hereto. The applicant must present with the application for copying by the office, documentation of the age of the proposed occupants of the manufactured home within the Community. Documentation will include one of the following: driver's license, birth certificate, passport, immigration card or documents containing a birth date of comparable reliability. As used herein "occupant" and "resident" shall mean individual who is occupying any home in the Community for more than 30 days in a twelve month period.
- B. This is a retirement Community and is intended to provide housing to occupants 55 years of age or older according to HUD Guidelines. No children will be accepted as occupants. Occupancy of a manufactured home will not be permitted unless at least one person in such manufactured home is 55 years of age or older. All other occupants of the manufactured home must be at least 50 years of age.

2. GUEST/VISITING PRIVILEGES

Definition of a **Visitor** - a visitor is someone who visits a resident for any period of time but does not stay overnight.

Definition of a **Guest** - a guest is someone who visits a resident and stays on the property overnight. Any individual who occupies any home for more than 30 days in a twelve month period shall be considered an occupant and must be approved as provided herein.

All Guests must register at the office.

- A. Registered guest privileges are restricted to 30 days per year. Guests/Visitors who are unruly or who create disturbances will be asked to leave. Residents are responsible for the conduct of their Guests/Visitors who are also subject to the Rules and Regulations of the Community when in the Community.
- B. Recreational areas are restricted to residents and their registered Guests/Visitors. Guests/Visitors must wear/display their registration ID bands when using any of the recreational facilities if not accompanied by the resident. Guests/Visitors must observe all posted Rules when using recreational areas. Residents will be held legally and financially responsible for any damage by the Guests/Visitors.

3. DOGS, CATS and OTHER PETS

Residents may have a combination of no more than two (2) dogs or cats per household. They are restricted to 25 pounds each or less at maturity. When dogs and cats are outdoors, they must be kept on a leash no longer than ten (10) feet. No curbing (potty) is permitted except on the resident's own property. The resident is responsible for any clean up. Dogs and cats are not allowed at the pool or recreational areas. Repeated complaints about barking dogs or pets which are nuisances or create unsanitary conditions will be considered cause for the animal to be removed from the Community. The following criteria must be followed:

- 1. Preregistered with the office
- 2. Current license
- 3. Proof of vaccination/shots

In addition to all other rights and remedies contained herein, if, in the sole judgment of the Association, it is determined that a pet(s) is causing excessive disturbance and annoyance to other occupants, or if the owner of the pet(s) is failing to follow these Rules regarding the pet(s), the owner will be required to remove the pet(s) from the Community. Further, no breed of dog listed on the Association's insurance carriers "vicious breed list" is permitted in the Community.

Feeding of wildlife or feral animals (including feral cats) in the Community is prohibited.

4. DOOR-TO-DOOR SOLICITATION

No soliciting is allowed. Please notify Management of any soliciting.

5. RENTAL LOT FEES

Rental lot fees are due and payable on the 15th of each month and a late fee is assessed on the 21st day.

6. **BICYCLES**
Florida state laws require all children less than sixteen (16) years of age to wear a helmet when riding a bicycle. Bicyclists must ride on the right side of the street, obey all traffic laws and have a white light in front of their bicycle and a red light on the rear.
7. **SPEED LIMIT**
The speed limit within the Community is fifteen (15) miles per hour.
8. **VEHICLES**
- A. Vehicles must be parked on the driveway or in the carport area of the lots, no vehicle may be parked on the streets and lawns, except that service vehicles providing service to a home may park on the street and on-street, non-overnight visitor parking is permitted on an occasional basis, as long as such parking does not impede the right-of-way. Long term storage space is available to all residents in the Park, including RV residents. Parking of recreational vehicles, campers, boats, trailers, commercial vehicles and other similar vehicles, except in designated parking areas, is strictly prohibited. Any vehicle parked in violation of this rule may be towed at the owner's expense.
 - B. A parking tag for all overflow parking areas will be issued after the vehicle is registered in the office. Recreational vehicles or motor homes of Guests are allowed in the designated area (Flamingo Easement), such vehicles must be registered with the Association's office and have a parking tag and for up to seven (7) days, and at no time can anyone occupy any recreational vehicle or motorhome parked in the designated area. If there is an event scheduled in Flamingo Hall or Flamingo Lounge and the Flamingo car lot is full, residents may park in the Overflow Parking for the duration of the event. A pass is not needed for this parking as it will not be overnight. Any vehicle parked in violation of this rule may be towed at the owner's expense.
 - C. Motorbikes, motor scooters, mopeds and motorcycles are allowed in the Community but must be registered in the office and the registration number displayed. To operate any of the vehicles listed herein, operators must have a valid Driver's License. Persons owning such vehicles will be held responsible any personal injury, or property damage, caused by the operation of such vehicles in the Community. Operators must obey rules of the road.
 - D. Golf carts are allowed in the Community. Golf Carts must be registered with the Association and the registration numbers must be displayed. Persons owning such vehicles will be held responsible for any personal injury, or property damage caused by the operation of such vehicle in the Community. Operators must obey the rules of the road and be at least 16 years of age. Golf Carts must have lights mounted in front and back so they can be visible in all directions.
9. **REPAIRING OR OVERHAULING VEHICLES**
Other than in the case of an emergency, repairs to vehicles or other equipment, may not be performed in the Community.

10. CLOTHES LINES

Only umbrella type clothes lines are permitted.

11. LAUNDRY FACILITIES

The laundries are open from 8:00 a.m. to 10:00 p.m. Dyeing clothes is not permitted in any of the machines.

12. SWIMMING POOLS

- A. Pool hours are from dawn to dusk per the Board of Health Lighting Restrictions.
- B. The pool is for the exclusive use of the residents and their registered Guests/Visitors. Residents are responsible for their Guests/Visitors. All minors under the age of 16 must be accompanied by an adult who will be responsible for their conduct. Guest/Visitor required to wear wrist band unless accompanied by a resident.
- C. Use the pools at your own risk. No lifeguards are on duty.
- D. Proper swimming attire is required. No cutoffs are allowed.
- E. Children not toilet trained must wear approved diapers such as "Huggies Little Swimmers."
- F. Due to the Board of Health Regulations, you must shower before entering the pool.
- G. No diving, jumping or running is permitted on the pool deck. Please refrain from splashing and roughhousing. Skates, bicycles and golf carts are not allowed in the pool area.
- H. Safety devices for small children are permissible. Rafts, beach balls, etc. are not allowed in the pool. Noodles are acceptable.
- I. Due to the Board of Health Regulations, the pools are closed to all persons who have open sores or are wearing bandages.
- J. Due to the Board of Health Regulations, no animals are allowed in the pool or pool area.
- K. Due to the Board of Health Regulations, no food, drinks, breakable objects (glass) or smoking is allowed in the pools.
- L. No Soap and/or Shampoo is permitted in or around the pool and/or pool showers.

13. YARD/CARPORT SALES

Any item for sale in your yard/carport constitutes a yard/carport sale. All yard/carport sales must be registered in the office. A maximum of two (2) yard/carport sales per household is allowed per calendar year. Multiple consecutive days (not to exceed three (3) consecutive days) will count as one sale. No signs advertising the sale may be posted on lawns or any

common elements of Tamiami Village. Only one sign may be posted on the house the day(s) of the sale and should be removed immediately upon conclusion of the sale.

14. PROPANE GAS TANKS

Propane gas tanks in excess of 25 pounds must be placed at the rear of the home.

15. IMPROVEMENTS

Any plans for improvements to the lot and/or exterior of the home, or alterations to the landscaping of the lot, including the addition, removal and/or replacement of trees and shrubs, must be submitted in writing to Management for prior approval. All work approved by the Association must be completed within six (6) months of such approval or as otherwise authorized in writing by the Association. Residents are responsible for contacting the County and obtaining the proper permits if required. In the event that any resident makes unauthorized improvements or alterations to the lot and/or home, following reasonable notice, except in the event of an emergency, the Association shall have the right to enter upon the lot and remove such improvements or correct such alterations and such entry will not be deemed a trespass. Any expense associated with such action shall be charged to the resident.

16. OUTSIDE CONTRACTORS - WORKERS

Management may deny a contractor admission to the Community if not properly licensed or insured. At no time can a worker's equipment block the street. No work, including lawn care, will be done before 8:00 a.m. or on Sundays, except in an emergency situation.

17. GARBAGE

Trash bags, recyclables and horticulture waste may be set out at the curbside no earlier than 6:00 p.m. the night before pick up, and are not to exceed 30 pounds per bag. All garbage bags must be placed in hard-sided containers if put out the night before pickup.

18. LAWNS AND PLANTS

Lawns and plants are the responsibility of the resident. Each resident is required to regularly trim, weed and maintain their lawn and plants and keep their area free from harmful insects. Management has the right to inspect a residents lot and if found to be neglected, provide necessary labor and bill the resident for the service. Residents planning to be away for extended periods should arrange for lawn and yard maintenance. Lawns may not be mowed before 8:00 a.m. and contractors may not perform lawn care services on Sundays.

19. REMOVAL OF HOME

Any resident moving a home from a rental lot is responsible for removing all debris, steps and utility sheds from the lot. The resident moving the home will be responsible for repairs or damages to any property damaged during the removal process. The lot must be cleaned, completely cleared and approved by Management. Utility connections will be sealed, protected and identified. Maintenance fees will continue to be paid until compliance with this paragraph is achieved and the lot is approved by Management. If the resident fails to clear the lot, Management may assess a cleanup maintenance fee.

20. MAINTENANCE

Residents are responsible to maintain their lot and homes. No home or lot may be kept in a state of disrepair. No weeds, underbrush, unsightly growth, unsightly objects or refuse piles will be allowed on any property. The exterior of the house must be kept clean. The Owner or occupant will not allow the home to become unsightly and become covered with mold and mildew. In the event the Owner/resident/lessee fails or refuses to properly maintain their lot and/or home, after written notice, except in the event of an emergency, Management may enter upon the lot and take any action necessary to bring the lot and/or home into compliance, at the expense of the Owner/resident and such entry will not be deemed a trespass.

21. MOBILE HOME PARKS

Mobile Home Parks contain extensive underground facilities. Therefore, prior Management approval is needed before digging or planting shrubs and trees. Management has the right of access to all lots at all times for the purpose of inspection and utility maintenance. In the rental section, notwithstanding the residents' maintenance obligations as provided by Rules 18 and 20 herein, anything planted in the ground will be considered Community property. Upon leaving the village, no resident will remove trees, bushes or plants.

22. RESTRICTION CONCERNING PLACING/PLANTING WITHIN EASEMENTS

Nothing will be placed and/or planted in or on the easements by any resident.

22. REALES - RENTAL

- A. Management must be notified of the resident's intention to sell or lease their home. The prospective new residents must complete an "Application for Occupancy." They must be approved by Management and meet the prerequisites of the Rules and Regulations of the Community.
- B. The minimum period for all leases is one (1) month. Owners and occupants may sell their homes and assign their lot leases subject to prior approval of the new occupant by Management. One small "For Sale" sign totaling 144 square inches is allowed inside the window of the home.
- C. Only entire homes/lots may be rented, no "rent-a-room" arrangements or subletting is permitted.

23. CHILDREN

The Community is a 55 and over community. All minors under the age of 16 must be supervised by a responsible adult. No minors are permitted in any recreation facility, including, but not limited, the pool areas unless accompanied by a responsible adult. Residents are responsible for the conduct of all Guests, Visitors, family members, and invites, including any minors, while in the Community.

24. RESPONSIBILITY FOR DAMAGE

Any damage to the Community, including other lots, or equipment of the Association caused by any Owner or resident, family member, Guest, invitee or lessee shall be repaired or replaced at the expense of such Owner or resident.

25. DRAINAGE, UTILITY AND RELATED EASEMENTS

The Association is responsible for the maintenance and operation of the common areas and facilities, and has an easement not to exceed five (5) feet on each side and ten (10) feet along the rear and front of the lots (unless wider width is otherwise stated in the governing documents) for drainage and utilities. The Association shall not be responsible for damage to plants, grass or trees within the easement area. No structure of any nature shall be placed or built within these easements. The Association shall have the right of access onto the lots for inspection and any and all maintenance or repairs, including but not limited to maintenance and repairs to all facilities, including drainage facilities and utilities. In the event that any portion of any roadway, walkway, driveway, service or utility lines, as originally constructed (and as repaired and maintained) encroaches on the lots, it shall be deemed that a perpetual easement has been granted to the Association for the continuing maintenance and use of such encroaching improvement or structure.

26. POSTING RULES AND REGULATIONS

In accordance with Florida Statutes, the Rules and Regulations will be posted in the recreational facilities.

27. ENFORCEMENT

These Rules shall apply to all Owners and residents, their families, Guests, tenants and invitees. Owners and residents shall be responsible for all violations by persons on the property by permission or invitation of the Owner or resident. In the event of a violation of these Rule, in addition to any specific enforcement rights otherwise contained herein, the Association shall have the right to take any appropriate legal action to enforce the Rules, including, but not limited to, the filing of a lawsuit in the court of appropriate jurisdiction. In the event the Association must take such legal action, it will seek to recover from the Owner or resident, all attorneys' fees and costs associated with such action. Additionally, the Association shall have the right to impose fines and common facility use right suspensions, as applicable.

28. MASTER ASSOCIATION'S RIGHT

The Master Association has the right to amend, alter, delete, or add to the Rules and Regulations at their discretion according to Florida State Statutes.

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EXHIBIT "A"

Criteria for Disapproval for Application for Occupancy

Disapproval for Good Cause. Disapproval of Application for Occupancy, shall be made only if the potential Occupant does not facially qualify for membership, the proposed transaction will result in a violation of the Governing Documents, or disapproval is otherwise legally justifiable. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Governing Documents:

- (a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the Governing Documents;
- (b) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:
 - (i) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
 - (ii) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
 - (iii) a felony involving illegal drugs within the past ten (10) years; or
 - (iv) any other felony in the past five (5) years; or
 - (v) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;
- (c) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;
- (d) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;
- (e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Community or other residences as a tenant, occupant, Guest or Owner;

(f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(g) The Owner requesting the transfer has had fines assessed against Owner or their lot which have not been paid; or,

(h) All assessments and other charges against the residence have not been paid in full.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Residence or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

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