

Tropical East

HOMEOWNERS' ASSOCIATION INC



Rules
&
Regulations
of

Tropical East Homeowners' Association Inc.

January 1, 2013

Board of Directors

TROPICAL EAST Homeowners' Association Inc

RULES AND REGULATIONS

GOVERNING THE USE OF THE PROPERTY

The Rules and Regulations for the Tropical East Homeowners' Association Inc, have been established for compatible, comfortable and harmonious living for all of our residents, and with the confidence that each of us has an innate desire to treat others with mutual respect, courtesy, dignity, and congeniality.

In order to preserve the property values of, and the amenities and improvements on, the Lots, Residences, Common Property, and the Property comprising Tropical East, in a manner that is consistent with those of a first class subdivision subject to our high qualitative standards, the following rules and regulations hereinafter enumerated, and as amended from time to time, (*collectively referred to herein as Rules and Regulations*) shall govern the use of the Property and shall be deemed in effect until amended as provided in Tropical East Documents. The Rules and Regulations shall apply to, be binding upon, and shall, at all times, be obeyed by all Owners, Tenants, Lessees, Guests, Servants and/or Invitees.

Further, all Owners shall cause their families, guests, invitees, servants, lessees, and persons for whom Owners are responsible and persons over whom Owners exercise control and supervision to obey the Rules and Regulations. Violations of the Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to the Tropical East Homeowners' Association Inc Documents and/or the Florida law. Violations may be remedied by the Association by injunction and/or by pursuing any rights or legal remedies available to the Association to recover damages against any person violating the Rules and Regulations or this Declaration, and the Association shall be entitled to recover all costs and expenses incurred in undertaking such remedial action, including, without limitation, reasonable attorneys' fees and court costs.

The Board may, from time to time, adopt new Rules and Regulations or amend or repeal any previously adopted Rules and Regulations. Any waivers, consents or approvals given under the Rules and Regulations by the Board shall be revocable at any time, and shall not be construed as or deemed a waiver, consent or approval for any other purpose other than that which has been identified at the time of the giving of such waiver, consent or approval.

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01: Unit Owner and Lessee Responsibilities

Owners and lessees must observe the Rules & Regulations of the Tropical East Homeowners' Association Inc, hereinafter referred to as the Association, and are responsible for adherence to these rules and regulations by their families, guests, employees, and everyone else who may visit them.

02: Lawful use of Association Property or Home

(a) No immoral, improper, offensive, or unlawful use shall be made of the Association property or of a unit within the Tropical East Homeowners' Association, and any valid laws, zoning ordinances or regulations of any governmental agencies having jurisdiction shall be observed.

(b) If any part of buildings and grounds or other real or personal property within Tropical East Homeowners' Association Inc, is damaged or destroyed, the person causing such damage, shall be responsible for the cost or repair or replacement. If the person causing said damage is a minor child, the parent and/or guardian of that minor child shall bear the cost of replacement and/or any and all repairs. In any event, if the persons causing any damage shall be determined to be a guest or lessee of the owner of record, then all the parties, individually and severally, shall be subject to the cost of the replacement or repair thereof.

(c) In the event that the owner(s) do not repair such damaged property in a timely manner, the Association may undertake such repairs and in such event, the Association may pursue all its rights and remedies permitted under the Association Declaration, and/or Florida law to receive all expenses associated therewith.

Should litigation result because of such damage, the cost of litigation, plus reasonable attorney's fees incurred by the Association, shall become a part of the amount due and owing to the Tropical East Homeowners Association. Failure to pay any amounts due the Board of Directors of the Association may result in a fine against the owner of record, which may or not, accrue with the then prevailing rate of interest, until such time as the unanimous decision of the Board of Directors may proceed with State of Florida Laws available to the Homeowners Association along with the current legal powers given them in the documents of Tropical East Homeowners' Association Inc.

SECTION I

GENERAL PROVISIONS

03: Solicitations:

There shall be no solicitation permitted by any persons upon any Common Property or Lot for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

04: Conduct:

No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the Property, including, without limitation, inside the Residence or on any Lot or Common Property.

05: Disruptions:

No residence owner, family member, guests, lessee and/or invitee, shall act in such a manner as to disrupt or cause any disruption of the ongoing operation of the Tropical East Homeowners' Association Inc.

06: Nuisances:

Neither Owner nor Owner's family, guests, invitees, tenants servants, licensees, agents or any employees, shall make, produce, generate or permit any disturbing noises, odors or lights in any Residence or upon any Lot or Common Property, or permit anything by such persons that will interfere with the quiet enjoyment, rights, comforts, privacy, convenience of other Owners, including, without limitation, no stereo, television, radio, sound amplifier and/or other sound equipment or musical instrument may be played or operated in such a manner that same disturbs or annoys occupants of any Residence.

No offensive, immoral or illegal activity shall be carried on, permitted on, or maintained on any part of the Property, and persons shall always conduct themselves such that noise generated in and around the Residence shall not disturb and/or be a nuisance to any Owner or authorized occupant of any Residence.

07: Obstructions in Common Property: Personal Property:

There shall be no obstructions of the Common Property, except as specifically provided herein. No carriages, bicycles, wagons, carts, chairs, benches, tables or other objects shall be stored or kept in or upon the Common Property, without the prior consent of the Board, provided, however, the Board may store materials upon the Common Property in connection with its normal business and/or operational activities. *(a)* Walkways, sidewalks, entrances, driveways of any common area shall not be obstructed in any manner. *(b)* Gas grills should be kept outside of the house and garage. They should be placed off the grass or in a manner in which it would make it easier for the lawn maintenance crew to cut around them. *(c)* If the owner is going to be away for an extended period of time, it is recommended that they do not store their grill in the garage, or else remove the tank and store it outside. This recommendation is from the Saint Lucie County Fire Department.

08: Vehicular and Pedestrian Traffic:

All vehicular traffic operating upon the Property shall at all times comply with the controlling governmental law, and shall at all times obey any traffic signs placed on the Property. Unless otherwise posted vehicular traffic shall adhere to a maximum speed limit of 15 mph. No wheel vehicles, including, without limitation, bicycles, mopeds, skateboards, or carriages shall be used in a manner which would interfere with vehicular or pedestrian traffic upon the Association Property. Except for temporary service vehicles, no vehicles shall be parked on our public street, or in any public right-of-way.

09: Cleanliness: No Unsightly Uses:

Owners are responsible for maintaining their Lots in a clean and orderly manner, and in such a manner which would not be offensive to any other Owner. No portion of any Lot shall be used as a drying or hanging area for laundry, garments, rugs, or articles of any kind.

10: Firearms:

No guns shall be permitted to be discharged on any portion of the Property, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida.

11: Association Employees and Management Employees and Contractors:

No Owner or Owner's family, guests, tenants or servants shall give orders or instructions to employees, contractors or agents of the Tropical East Homeowners' Association Inc, but rather such information shall be expressed to the party designated for this purpose by the Board.

12: Deliveries:

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an Owner, or Owner's family, guests or tenants, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of employees of the Homeowners' Association Inc, and all parties delivering items to such employees and all parties intended to be the recipient of such items so delivered, hereby assume all risks of theft, conversion, disappearance, loss or damage of and to such items.

13: Insurance:

Tropical East Homeowners' Association Inc., does not provide any form of insurance for the Lots or Residences, *(including, without limitation, insurance for general liability, fire, hazard, casualty, windstorm, or flood)*. It shall be the obligation of every homeowner to purchase and maintain the appropriate insurance with respect to all improvements located on Owner's Lot and within Owner's Residence.

14: No Implied Waiver:

The failure of the Board of Directors to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in any Tropical East Homeowners' Association Inc Documents now and/or hereafter put into effect, shall in no event be deemed a waiver by the Board of Directors or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions within the Declaration of Covenants / Conditions and Restrictions or any other Tropical East Homeowners' Association Documents.

01: Business Activities:

Other than home office uses permitted by the Saint Lucie County, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any Lot or in any Residence that would increase traffic, bring customers, and/or potential customers and/or clients onto the association property or into the home.

02: Utility Easements:

Easements for the installation, maintenance and billing of Utilities are reserved as shown on the Tropical East Homeowners' Association Inc Plat, by easement, and as provided herein.

03: Subdivision and Partition:

The Lots shall not be subdivided further than as provided in the Plat. The area and width of each Lot on the Property upon which a Residence may be constructed shall be as shown on the Plat.

04: Leasing and/or Renting:

No residence may be offered for lease/rental until after the owner has owned the property for a period of at least fourteen (14) months. Owners may lease/rent their Residence pursuant to the Rules and Regulations. No Residence may be leased/rented for a period of less than three (3) months, nor may a Residence be leased and/or rented more than twice during any calendar year.

(A maximum of four (4) persons, except for limited time guests, may reside in a residence.)

No owner shall rent or lease a home to a tenant without Tropical East Homeowners' Association Inc's prior approval, which approval shall not be withheld unreasonably. Not less than ten (10) days prior to the effective date of any Lease, an Owner desiring to rent or lease a home to a Tenant shall notify the Association of his or her intention to lease his or her home and shall furnish the Tropical East Homeowners' Association Inc with A Lease Application completed by the Owner and the prospective tenant(s) to initiate the approval process, along with a one hundred dollar (\$100.00) processing fee made out to Tropical East Homeowners' Association Inc., to permit the Board of Directors, to prepare files and documentation regarding information on the proposed Tenant/Lessee.

SECTION II

PROPERTY RIGHTS

04: Leasing and/or Renting: (continued)

All Lease agreements between an Owner and a Tenant shall be in writing, and shall provide *(or be automatically deemed to provide, absent an express statement)*, that (i) the Tenant shall be subject in all respects to the terms and provisions of the Rules & Regulations and that any failure by the Tenant to comply with such terms and conditions shall be a material default and breach of the Lease, and (ii) that the Association shall have the right to terminate the Lease upon default by the Tenant or guests in observing any of the provisions of the Rules & Regulations, or the terms and conditions in any of the Association Documents.

Upon the receipt of the lease/rental application and the execution of the documents, the Board of Directors shall have the right to interview the tenant to ensure that the lessee will comply with the Homeowners Association documents and the Rules and Regulations.

The Association shall respond to a completed request for approval of a Lease within ten (10) days after receipt of the completed request, the Board of Directors shall issue a certificate indicating that the Tropical East Homeowners' Association Inc, has approved the transaction, and absent such response, the Lease shall be deemed automatically approved. The Association shall also have the right not to approve any future Lease renewal if the Tenant has been found in violation of any of the covenants or the restrictions contained in the Declaration or in any of the Tropical East Documents, and/or if the Board of Directors finds that the Tenant has failed to maintain the property in a manner consistent with the character of the Tropical East Subdivision.

All Lease agreements shall lease the entire home, and no Lease agreement, sub-lease, rental agreement, or any other arrangement to rent or lease anything less than the entire home shall be permitted, and any such agreement shall be null and void.

05: Guest Occupancy:

Any individual, other than Owner's immediate family, companion or mate, who temporarily resides in the Residence while the Owner or the lessee is present and/or with the permission of the Owner or the lessee, and without any monetary consideration, shall be deemed a guest. All Guests shall be registered with the Association Inc if residing in the Residence for more than thirty (30) consecutive days. Any and all guests are required to comply with these Association Rules and Regulations and/or other obligations created by the Declaration. The Board reserves the right to limit the number of guests which may reside in a Residence, and the duration of guest stays, as the case may be. The Board of Administrators reserves the right to expel any guest who violates the Rules and Regulations.

06: Sale of Residence:

No owner shall sell a home to a buyer without Tropical East Homeowners' Association Inc's prior approval, which approval shall not be withheld unreasonably. Not less than twenty (20) days prior to the effective date of any Sale, an Owner desiring to sell a home to a Buyer shall notify the Association of his or her intention to sell the home and shall furnish the Tropical East Homeowners' Association Inc with a Sale Application completed by the Owner and the prospective Buyer(s) to initiate the approval process, along with a one hundred dollar (\$100.00) processing fee made out to Tropical East Homeowners' Association Inc., to permit the Board of Directors, to prepare files and documentation regarding information on the proposed Buyer.

All Sales agreements between an Owner and Buyer shall be in writing, and shall provide *(or be automatically deemed to provide, absent an express statement)*, that (i) the Buyer shall be subject in all respects to the terms and provisions of the Tropical East Homeowners Association Inc., Declaration or the terms and conditions in any of the Association Documents.

(A maximum of four (4) persons, except for limited time guests, may reside in a residence.)

Upon the receipt of the sales application and the execution of the documents, the Board of Directors shall have the right to interview the Buyer to ensure that the buyer will comply with the Tropical East Homeowners' Association Documents and the Rules and Regulations.

The Association shall respond to a completed request for approval of a Sale within ten (10) days after receipt of the completed request, the Board of Directors shall issue a certificate indicating that the Tropical East Homeowners' Association Inc, has approved the transaction, and absent such response, the Buyer shall be deemed automatically approved.

07: Motorcycles:

Motorcycles owned by the homeowner(s) and/or Lessee(s) shall not be allowed to be driven within the Tropical East Homeowners' Association community. Owners who have owned motorcycles prior to the effective date of the current Declaration shall be allowed to keep his or her motorcycle. He or she shall not park, store or keep the motorcycle on any uncovered space.

07: continued....

For purposes of this section, a motorcycle shall mean any motor vehicle powered by a motor with a displacement of more than fifty cubic centimeters, having a seat and/or saddle for the use of the rider, and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor or a moped which requires special licenses.

08: Antennae: Solar Panels: Satellite Dishes:

No satellite dishes, aerials or antennas, solar panels, or the wiring for any such devices shall be installed, constructed or maintained on any Lot or Residence without the written consent of the Board; provided, however, a satellite dish no greater than the established inches in diameter may be installed on a Residence upon application to, and written consent from, the Board and in accordance with FCC requirements. Owners' agree that the Board shall not allow any satellite dish to be located where the view of the satellite dish will be offensive to other Owners in the reasonable discretion of the Board.

09: Outdoor Cooking:

Outdoor cooking and entertaining may be done within the Common Property in areas designated by the Tropical East Homeowners Association Inc; provided, however, that while in use, no cooking equipment in the designated areas shall be left unattended, or shall be used by children, and no outdoor cooking or entertaining in and around the designated areas shall be a nuisance to any other owner. Each owner or tenant shall immediately clean up after cooking or entertaining in the designated areas, and may be charged, by the Association, for any cleaning or janitorial expenses incurred by the Association in connection with an Owner not cleaning the area as required herein.

10: Casualty Destruction to Improvements:

In the event a Residence or other improvement upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall commence to rebuild or repair the damaged Residence or Lot or improvements thereon in compliance with applicable determinations of the Board, and shall diligently continue such rebuilding or repairing activities to completion.

01: Hurricane Preparations:

All Owners who plan to be absent from their Residence during the hurricane season must, prior to departure, prepare their Lot or Residence by: (a) removing all outside furniture, grills, potted and/or hanging plants and other moveable objects from the Lot and/or exterior portion of the Residence; and (b) designating a responsible firm or individual to care for the Residence should the Residence suffer hurricane damage, and furnish the Board of Directors, or the person(s) designated by the Board of Directors for such purpose, with the name of said firm or individual.

02: Hurricane Shutters and Panels:

The objective of these specifications is to allow the homeowner by law, to protect his/her property during the hurricane season and to create a uniform appearance. The Board of Directors have approved the following permanent-type hurricane shutters as long as they are Miami/Dade and/or Florida Code compliant.

- A:** *White, Roll-up type shutters, constructed of either PVC or aluminum, that roll up into a box and completely out of sight when not in use and are code compliant.*
- B:** *White, Accordion style PVC and/or Aluminum shutters professionally installed according to the manufacturer's specifications. This will require the removal of the decorative shutters, and then extended outward and replaced in order to allow for the split side stacking of the shutter blades on both sides of the window openings. These also must be Miami/Dade and/or Florida Code compliant.*
- C:** *Clear, or Translucent panels and/or code compliant Lexan glass permanently installed on the upper windows (clerestory windows) of certain Models of the homes.*

The Board of Directors have approved the following temporary-type of hurricane shutters that may be installed in order to protect the homeowner's property during the hurricane season as it is predicted by the National Hurricane Center and as long as they are Miami/Dade and/or Florida Code compliant.

- 1:** *Clear, Translucent, Aluminum and/or Galvanized Steel panels, installed according to the manufacturer's specifications, and completely covering the daylight opening, inside the framework of any decorative shutters.*
- 2:** *Any appropriate protective material, including plywood, installed completely covering the daylight opening, inside the framework of the decorative shutters.*

By Florida law, if a threat of a hurricane or major storm is imminent, any non conforming protective material can be used to protect the windows and doors but it all must be taken down as soon as the threat or actual storm is over as announced by the National Hurricane Center.

THE CITY OF PORT SAINT LUCIE MAY TICKET AN OWNER IF THEIR SHUTTERS ARE CLOSED, PRIOR TO, AND/OR FOLLOWING, THE HURRICANE SEASON:

01: Lot Use Restrictions:

All Lots shall only be used as Residential Property. No building structure shall be erected, placed or permitted to remain on any Lot other than a residential single-family dwelling unit; provided, however, Tropical East Homeowners Association Inc shall be permitted to place or erect temporary structures upon Lots owned by the Association and Common Property to be used in connection with its operational activities.

02: Alterations: Exterior Appearance: Structural Modifications:

No alterations, changes, modifications, additions or improvements of any kind shall be made to the exterior of any Residence or upon any Lot or Common Property without the express written consent of the Board of Directors. Any consent by the Board to any improvement to be made on any Lot or on the exterior of any Residence, or to anything to be placed thereon, may be withheld purely on aesthetic grounds, in the sole discretion of the Board of Directors. No structural modifications, exterior alterations, or additions of any kind shall be made to a Lot or Residence without the prior written consent of the Board of Administration.

03: Window, Door and Patio Treatments:

No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of any Residence without the prior written consent of the Board. Interior window treatments shall consist of drapery, blinds, decorative panels, or other tasteful materials, and no foil or sheets or other temporary window treatments are permitted. No windows shall be tinted with "reflector" type composite material that acts as a mirror. No glass shall be installed, and no window/sliding door screening shall be replaced other than with screening and/or glass of the same material and similar color as originally exists, without the prior written consent of the Board of Administrators.

04: Address Numbers:

Residence address numbers will be supplied by the homeowner. The numbers should all be black for easier visual sight by emergency responders. Owners should check with the city of Port Saint Lucie emergency department for the recommended code sizes.

05: Removal of Landscaping: Alteration of Drainage:

Except for the Association acts in connection with the maintenance of the common areas, and owner plantings that are, in the sole opinion of the Board, consistent with the overall landscape plan of the property, no other plantings shall be made upon the property, and no sod, topsoil, mulch, plants, trees or shrubbery shall be removed from the common property, and no change in the condition of the soil or the grade level of the Property shall be made which results in any permanent change in the flow or drainage of surface water within the Property without the prior written consent of the Board.

06: Artificial Vegetation: Exterior Sculpture: Lawn Furniture & Smaller Items:

No artificial vegetation shall be permitted on any portion of the common property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board of Directors. Yard ornaments, pinwheels, and festive blow-up decorations of any kind are not permitted without the prior written consent of the Board. Lawn furniture may not be placed in any front or side yard on common property on a permanent basis.

07: Mining or Drilling:

There shall be no mining or drilling for water, minerals, oil, gas or otherwise undertaken within any portion of the common Property (*Mining Activity*). Activities of the Association or other parties in creating, or maintaining Utilities or other facilities serving the common areas shall not be deemed a Mining Activity.

08: Fences and Walls:

No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or gate on any Lot without the prior written consent of the Board. To maintain a high-quality, uniform appearance throughout Tropical East, it is currently contemplated that, except as installed by the Association or as required by applicable building codes for swimming pools and/or spas, there shall be no fencing or walls erected upon any Lot, including side and rear yard areas. No fencing or walls of any kind may be installed without the prior written consent of the Board.

09: Water Supply: Sewage Disposal:

No additional individual water supply system or septic tank will be permitted upon any Lot or Common Property other than what has originally been installed and provided by the developer.

10: Temporary Structures:

No structure of a temporary character, whether a trailer, tent, shack, garage, shed, barn or any other such structure, shall be placed on any Lot, except that the Association shall be permitted to erect temporary structures on the Lots and Common Property to be used in connection with and during its operation, maintenance, and/or repair activities.

11: Rubbish:

Covered trash receptacles may be placed curbside the night before pickup. Plastic bags and other containers may be placed at curbside only on the morning of the scheduled trash pickup.

No garbage, trash, waste, refuse or rubbish of any kind shall be deposited, dumped or kept upon any part of the Property except in plastic bags and/or within closed containers and/or the proper recycling bins designated for such purpose which shall be set out for curbside pickup in front of each Residence, or as required by the Association. When not set out for pickup, all containers shall be kept in the garage area of the Residence, and/or while outside, shall be kept in a clean and sanitary condition without any noxious or offensive odors emanating therefrom.

12: Radio Equipment:

No ham radios or radio or transmission equipment shall be operated or permitted to be operated on the common property and/or the pool area without the prior written consent of the Board.

13: Garage Doors:

It is recommended that all garage doors to all Residences shall be kept closed due to the wild animals roaming around, except when opened to permit vehicles to enter or exit from a garage .

14: Playground Equipment:

No playground equipment, including and without limitation, jungle gyms, swing sets, slides or trampolines shall be placed or installed at any residence or on any Lot without the prior approval of the Board of Directors, which shall have complete discretion to approve, deny, or condition as to size, location and/or visibility.

15: Sports:

No ball playing, hockey, lacrosse and/or any skate-boarding is allowed on the road and/or any common areas of the Tropical East Homeowners' Association community.

16: Air Conditioning:

No air conditioning equipment, other than equipment similar to that originally installed on the Lots and in the Residences by Developer is permitted, and/or according to code, including, without limitation, wall or window air conditioning units, without the prior written consent of the Board of Directors.

17: Service Persons:

Except for the Association, no Owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work upon a Lot or in a Residence before 8:00am or after 6:00pm, or on Sundays, except in the case of emergencies.

18: Lighting: Holiday Decorations:

Except for seasonal decorative lights which may be displayed between December 1 and January 10 only, all exterior lights for each residence must be approved by the Board of Directors.

No holiday decorations of any kind may be placed in any yard or on any lot, except within the primary residence, until twenty-one (21) days prior to the holiday, and all such decorations must be removed within five (5) days after the holiday.

All holiday decorations of any kind shall be limited to tasteful decorations.

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01: Pets:

Except as provided under the Rules and Regulations promulgated by the Board of Directors from time to time, no Owner shall own, raise or breed any pet or other animal of any kind on the Property, except that Owners may own typical interior pets such as fish, turtles, etc. that do not live outside of their containment, and except that typical household pets may be owned within an Owner's Residence, provided they shall never own more than two (2) cats or one (1) dog limited to twenty five (25) pounds, within an Owner's Residence, and provided that the animals are not kept, bred and/or maintained for any commercial purposes, and that they do not cause any unreasonable nuisance and/or annoyance within the Tropical East subdivision.

All pets must be carried or kept on a leash when outside the Residence. No animal and/or pet shall be left alone or tied up, outside a Residence. No pets are allowed in or upon recreational amenities within the Common Property. (clubhouse/ pool area).

Owners shall immediately pick-up and remove any solid waste deposited by his or her pet.

However, under no circumstances may any breed of dog that is commonly known as a Pit Bull, Rottweiler, Rhodesian Ridgeback (aka African Lion Hound) or a Doberman Pinscher be permitted on any area of the Tropical East Homeowners Association Inc property. Under no circumstances shall any pet birds that are capable of uttering sounds be allowed outside of any home. Exotic and/or undomesticated animals are not permitted.

The Board of Directors shall have the right to require any pet to be removed from the Property which is deemed to cause an unreasonable source of annoyance to any Owner, or if the Rules and Regulations are violated with respect to the pet. In this regard, if a dog, cat or any other animal, becomes a nuisance or annoyance to any other Owner by barking, other noise, odors, waste deposits, contact with other pets on adjacent lots, or otherwise, the Owner thereof must cause the problem to be immediately corrected. If the problem is not so immediately corrected, in the sole discretion of the Board of Directors, the Owner, upon written notice by the Board of Directors, shall then fine the owner, one hundred dollars (\$100.00). If the owner and/or lessee continues to violate the provisions of this section, then the Board of Directors shall have the right to require the pet owner to permanently remove the animal/pet from the Property.

*** Seeing Eye Dogs owned by the legally blind are permitted in all areas at all times ***

01: Signs:

Except for the permitted signs/advertising stated below, no signs, advertising, notice, lettering or pictures of any kind shall be exhibited, displayed, inscribed, painted, or affixed on any part of the exterior and/or interior of any Residence, or upon any Lot or Common Property so as to be visible from the outside of any Residence, including, without limitation, signs indicating that a Residence is for sale or for rent (i.e., "For Sale", "For Rent", "Open House", and any and all variations of such signage), including any and all real estate brokerage and marketing firms, or any "No Trespassing" signs, or any window display advertising of any kind. The only permitted signs shall be:

- (a) direction or traffic signs installed by the Association or appropriate governmental authority;
- (b) address numbers installed by the Board, or replacements for all residences as approved by the Board of Directors;
- (c) standard issue security monitoring signs, which are implemented by the Board of Directors;

Since all such unauthorized signage immediately undermines the aesthetics and security of the Tropical East, and since all owners have been advised through the Rules and Regulations that placement of such unauthorized signage is prohibited,

- (1) any violation of this restrictive covenant is also punishable by a fine of up to One Hundred Dollars (\$100.00) per day, from the first day the unauthorized sign was erected, and
- (2) Owner hereby authorizes Tropical East Homeowners Association, its agents or employees, the Board of Directors, the Association to remove any such unauthorized signs without any notification to owner of such sign removal, and owner hereby agrees that owner shall not have any claim against any of the above-referenced parties for removing any such unauthorized signs.

02: Open House Marketing:

No Owner (*other than Developer*), nor any agent, broker, employee, or family member of any Owner shall be permitted to conduct *Open House* activities on any Lot/Residence within the Tropical East Homeowners Association Development, including, and without limitation, the placement of any *Open House* or similar signage (*as indicated in Section 01 above*) within the Tropical East Subdivision, and the promotion or advertisement of such *Open House* activities by other means which encourages visitors to Owner's Lot or Residence is also prohibited.

01: Prohibited Vehicles:

Trucks, campers, boat trailers, motorcycles, boats, aircraft, motor homes, R V's, commercial vehicles, including all vehicles with commercial lettering on it. By title and definition, trucks and pickups cannot be larger than one-half (1/2) ton, (*If designated as a commercial truck*) or any vehicle other than a private passenger vehicle including SUV's, and family mini vans.

Prohibited vehicles will be given a warning at time of violation. Future violations will result in the vehicle being towed away at the owner's expense after all the legally written and appropriate notifications by law have been issued to the owner of the vehicle in writing.

No motorcycles owned by the homeowner (s) and/or Lessee (s) shall be allowed within the Tropical East Homeowners' Association Inc., Planned Unit Development, except that Owners who have owned motorcycles prior to the effective date of the modified amendments shall be allowed to keep his or her motorcycle. However, he or she shall not park, store or keep the motorcycle on any uncovered space.

For purposes of this rule, a motorcycle shall mean any motor vehicle powered by a motor with a displacement of more than fifty (50) cubic centimeters, having a seat and/or saddle for the use of the rider, and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor or a moped, and which requires a special motorcycle license.

02: Commercial Vehicles: Boats: Trailers:

No commercial vehicles, recreation vehicles, vans, (*except for family mini-vans, pick-up trucks less than 1/2 ton, and sport utility vehicles <SUV's> used as private passenger vehicles*), boat, trailer, commercial pick-up truck or any vehicle with commercial equipment in the vehicle or lettering on the vehicle, or any unsightly vehicle of any kind, shall park or be parked on the Tropical East Property at any time, except that company / contractor service vehicles may be temporarily parked in the Tropical East Subdivision only in connection with providing services to the Association or to Owners and/or Lessees.

SECTION VI

MOTOR VEHICLES AND PARKING

03: Parking and Garages:

Vehicles shall only be parked in the garages and/or in the driveways serving the residences. There shall never be any parking permitted on any portion of the grass or landscaped area.

Owner(s), Lessee(s), Guest(s), Visitor(s) etc., vehicles shall not be parked overnight on the Roads and/or swales and/or on any portion of the grass or landscaped area.. A maximum of two (2) vehicles may be parked overnight in a single unit owner driveway as long as a vehicle does not extend into the street.

In no case will vehicles more than can be accommodated within the garage and driveway be allowed. Any Vehicles belonging to guests that cannot be accommodated within the garage and the driveway will be allowed to park in the association's parking areas as regulated by the Board of Directors, only after first completing a "Notice of Temporary Parking for more than a 24 hour period in the Association Parking Lots". *This Form may be obtained from inside the Clubhouse on the wall to the left as you enter, in the "Forms Holder".*

If the forms are **not available**, or a member of the Board of Directors is **not available** to issue the "Notice" or the office personnel is **not available** and/or is closed, a note can be placed on the windshield or the dashboard. The form or note will include the homeowner or tenant's name, address and telephone number and the period of time that the specific vehicle will be parked in the association's parking lot.

Guests will be permitted to park overnight up to seven (7) days per occurrence, after completing a "Notice of Temporary Parking Form"

Owner(s) or Lessee(s) cannot park their personal vehicles in the Tropical East Homeowners' Association lots on a permanent basis. Absolutely no continuous parking on the street at any time. After a written warning has been issued to the owner of the vehicle, and if the vehicle is illegally parked again, it will be towed away at the owner's expense.

The Association shall have the right to authorize the towing away of any vehicles in violation of the rules and regulations with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

No garage shall be used as a living area unless otherwise approved by the Board of Directors.

04: Motor Vehicle Maintenance:

Only well-maintained passenger vehicles bearing current license and registration tags and inspection stickers as required by state law shall be permitted on the Property. No maintenance, repair or storage of any motor vehicle shall be permitted upon any Lot or Common Property, except that motor vehicle washing shall be permitted within the driveway of an Owner's Lot during reasonable hours.

In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device upon any Lot or Common Property. No vehicle that cannot operate under its own power shall remain on any Lot for more than twenty-four (24) hours.

There shall be no assembling or disassembling of any motor vehicles except for the ordinary maintenance, such as changing of a tire, battery, etc. No owner and / or lessee of a lot shall repair or restore any motor vehicle, boat, motorcycle, truck, pickup, camper, trailer, motor home, RV (*including power-driven two wheel vehicles*) on any portion of any lot or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

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Tropical East Homeowners' Association Amenities

Clubhouse, Card Room, Kitchen, Swimming Pool, Washrooms

The Tropical East Homeowners' Association Inc amenities are intended for primary use by Homeowners of the Community. Homeowners/Lessees agree to abide by these rules that are intended to protect the significant investment made in the amenities and do acknowledge that violation of these rules may result in the forfeiture of privileges.

Children, (for specific ages, refer to the “*clubhouse*” rules and “*swimming pool*” rules must be accompanied by an adult who will assume responsibility for their actions, and the parent or grandparents of such children will be financially responsible for any injury or damage caused by a child or grandchild when in any recreational area, or when using any recreational facility

The Association has the right to suspend the right of owner and / or tenant's use of recreational facilities for periods during which assessments against owner's lot remain unpaid and the right, after a hearing by the Board of Directors, with a majority of the Board of Directors agreeing to suspend such rights for a period of not exceeding 45 days for certain infractions of the published Rules and Regulations of the Association.

NOTE:

The Board of Directors in a meeting on April 13, 2010 implemented a system where there will be self-locking doors and gates to both the swimming pool and the clubhouse. Each owner has been given a key to these areas. (*You will need the key to exit the swimming pool area.*)

01: Clubhouse Regulations:

The Clubhouse will be closed at 8:00 p.m., with the exception of regularly approved activities, *(unless otherwise changed by the current Board of Directors)*.

Homeowners and Lessees are limited to a total of four (4) guests to utilize the amenities while accompanied by the owner or Lessee. Un-accompanied guests are not permitted to use any of the facilities. Homeowners and/or Lessees *(only)* have the option of reserving the Tropical East Homeowners' Association Clubhouse in accordance with the terms and conditions as described within the Rules and Regulations.

The Tropical East Homeowners' Association Clubhouse is an extension of our homes, and therefore, anyone using it for a private function will be responsible for any damage occurred from the time the first guest arrives, until the last guest leaves. The Resident securing the facility for a private affair, must be present at all times during said function.

Parking must be in designated parking areas, never on grassy grounds. Any sprinkler heads that are broken as a result of parking on the grass will be the responsibility of the resident holding the function.

Guests are to be instructed to drive carefully and slowly (*15mph*) when inside the confines of the property. If the Clubhouse is used for a private function, and the above rules and regulations are not met, then the responsible resident may forfeit the right for future use of the facility.

No alcoholic beverages are allowed in any of the Community Amenities including the pool area, or clubhouse without consent from the Association Board of Directors.

The clubhouse is for the use of all RESIDENTS of Tropical East Homeowners' Association Inc and their invited guests. Residents are defined as owners and/or lessees in RESIDENCE. All invited guests are those defined as houseguests, and other invited guests. Houseguests are welcome to use the facilities while staying in the Tropical East community. Other guests may use the facilities when accompanied by a Resident.

02: Clubhouse Use Rules:

- a) The property owner must be present and shall be responsible for the conduct of his/her guests at any time when the Clubhouse is used for private parties.
- b) The maximum capacity of the Clubhouse shall not be exceeded. (see posted signage)
- c) The cars of the Clubhouse guests must be parked in a place where they do not disrupt traffic or encroach upon any neighbor's property.
- d) The Clubhouse may not be used for commercial purposes.
- e) Alcoholic beverages shall not be offered or served to anyone under the Florida legal age of twenty-one (21).
- f) No activity at the Clubhouse, including the playing of music, shall be permitted if it is disruptive or disturbing to any neighbor.
- g) Signs and/or Notices may not be posted on the bulletin boards inside the clubhouse without the express approval of the Board of Directors.
- h) The property Owner shall be responsible for cleaning the Clubhouse after any private party or function; for placing all trash in the containers if provided, or if not provided, for providing any such containers; for turning off the lights; for re-setting the air conditioner to 80°; for locking the doors; and for returning the key to the appropriate person immediately following the party.
- i) No children shall be allowed within the buildings unless accompanied by an adult.
- j) The Clubhouse facility building is not to be used for access to or from the swimming pool and any person using the swimming pool are to access and exit the pool area through the exterior corner gates.
- k) No person under the age of sixteen (16) shall be permitted to use the clubhouse unless accompanied by an adult.
- l) The wearing of wet bathing suits is prohibited in the Clubhouse and/or the office.
- m) Smoking is prohibited in the Clubhouse and through the entire amenities area (*indoors & outdoors*).

03: Card Room:

- a) Persons using the card room must be accompanied by a resident.
- b) Chairs and tables should be left neatly in their original location.
- c) Wet bathing suits are prohibited in the clubhouse.

04: Clubhouse Kitchen

- a) Kitchen should be left clean and orderly after use.
- b) All appliances must be turned off.
- c) No food or beverages are to be left in the kitchen overnight.

05: Outdoor Cooking Areas

- a) Outdoor charcoal grills may only be used by persons 21 or older and a resident/lessee.
- b) Grills must be cleaned and covered after usage.
- c) No additional portable grills are allowed on the clubhouse grounds.

NOTE:

If you are the last person in the clubhouse, all the lights and fans must be turned off and the air conditioner be set at 80 ° (eighty degrees) before you leave the premises.

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06: Swimming Pool Area:

Regulations regarding the Community Pool area, are, and shall be posted in a conspicuous place in the swimming pool area.

The opening and closing hours of the swimming pool, are from sunrise to sunset. The specific hours by day is published and can be learned from the current daily Port Saint Lucie newspaper.

Children under twelve (12) years of age are not permitted in or around the swimming pool located upon Common Property "Community Pool" unless accompanied by an adult. Since there are no lifeguards or others supervising pool activities in the Community Pools, and since Residence doors, and pool fence gates may be inadvertently left open or unlocked, Owners and Owner's guests, lessees, servants, etc. are all responsible for their own safety and the safety of their children, and are solely responsible for any and all injuries, liabilities, damages and death sustained to themselves and/or their children within the Property.

All persons using the Community Pool must shower prior to entering the Pool.

Additional regulations shall include those that are necessary to comply with the laws of the City, County or State regarding swimming pools and other public facilities, and those that are deemed necessary and reasonable by the Board of Directors from time to time to ensure the proper use of the Community Pool, and all related facilities on the Common Property. It shall also be the responsibility of all Owners to apprise themselves of any amended and/or additional Rules and Regulations regarding the Association Pool and other facilities within the Common Property.

All rubbish must be properly disposed of, any and all personal property brought upon Common Property must be removed, and no radios or other visual and/or sound systems may be used without privacy headphones. No rafts or flotation devices are permitted when others are using the Community Pools. No food or beverage is permitted in the Community Pool, and no breakable containers are allowed anywhere on any Common Property. No diving is permitted in the Community Pool. Any person using suntan lotion or oil must cover any lounge chair they are using with a towel. All infants and toddlers must wear a rubberized form-fitted or waterproof garment over a diaper while in the Community Pool.

No food of any kind, or drink, other than bottled water in plastic containers may be brought into the swimming pool area, by order of the Health Department. All eating and other than bottled water drinking, shall be confined to the patio behind the Clubhouse. If you bring bottled water, then the bottled water containers must be taken with you when you leave the pool area.

07: Pool Rules and Regulations:

- a) All persons using the pool do so at their own risk. There is no lifeguard on duty, and all the required safety equipment is located at the sign. ► **(FOR EMERGENCY USE ONLY)**
- b) Swimming hours are from sunrise to sunset. (*See previous page for published hours*)
- c) All persons entering the clubhouse must wear shoes and a cover-up. No wet swimsuits are allowed in the clubhouse or fitness area, only in the cabana restrooms.
- d) Children under age of twelve (12) must be supervised by an adult.
- e) Children under age 3 must wear special "swimmy" diapers that do not absorb water or leak and are available at local department stores.
- f) All persons must shower before entering and reentering the pool.
- g) Poolside chairs must be covered to avoid having sun tan oil transferred to the chairs and/or lounges. Chairs and tables should be arranged neatly behind the yellow lines.
- h) No animals are permitted in the pool, deck or clubhouse.
- i) Swimwear must be worn in the pool and pool deck.
- j) No glass or pottery containers in pool area. Smoking is not permitted in the pool area.
- k) Radios, disc/tape players are permitted only if used with earphones. Music in the pool area is allowed for approved association functions.
- l) Bathing load: 39 persons.
- m) Whenever you are leaving pool area, (*at whatever time of day or night*) and you have opened an umbrella, you ensure that the umbrella(s) you opened are down and secured, and all the chairs and/or lounges that you used are arranged neatly behind the yellow lines.

NO DIVING, RUNNING OR HORSEPLAY" ON POOL DECK

08: Reserving the Community Clubhouse:

The Tropical East Association Clubhouse is available to be reserved on a first come, first served basis. Resident owners or lessees in residence are allowed to reserve the Clubhouse. A personal reservation request may be made through the Board of Directors. The clubhouse facility may not be reserved for private use on typically recognized holidays and/or previously scheduled events *(unless approved by the Board of Directors of Tropical East Homeowners Association Inc)*

Reserving the community clubhouse does not include the swimming pool area.

09: Rules for Usage by the Reserving Party:

Resident Owners or Lessees must be present at all times and is responsible for the conduct of his or her guests for any damage. The reserving party shall not hold The Tropical East Homeowners Association Inc and/or its agents liable in case of injury.

Resident Owners or Lessees shall be responsible to maintain that the level of noise is kept to a tolerable level to ensure that the "quiet" enjoyment of other residents is preserved.

Resident Owners or Lessees is solely responsible for complying with all liquor licensing and permit requirements if any. No alcoholic beverages may be served to any minor.

Resident Owners or Lessees shall make sure that activities are confined to the Community Clubhouse and guests shall park motor vehicles only in the designated visitor parking areas.

Resident Owners or Lessees are responsible for leaving the Community Pavilion clean and orderly. No food or beverage of any kind shall be left in the Clubhouse after a function. Clean up must be completed by 11 :00 a.m. the following day or immediately after use if another event is scheduled.

Resident Owner or Lessee functions shall not be used for any private entrepreneurial business ventures or where an admission fee for entry is charged.

09: Rules for Usage by the Reserving Party:

Resident Owners or Lessees must understand smoking is prohibited in the Clubhouse.

Resident Owners or Lessees must make sure that the facility is vacated by 10:00 p.m. unless written approval by the Board of Directors of Tropical East Homeowners Association Inc.

Resident Owners or Lessees must not exceed the maximum number of guests permitted without a waiver from the Board of Directors of Tropical East Homeowners Association Inc.

Resident Owners or Lessees must sign reservation form (*accepting rules and regulations*) and pay the required use fee and/or damage deposit to the Board of Directors of Tropical East Homeowners' Association.

10: Required Deposits

A request to reserve the Clubhouse Reservation Form is available from the Board of Directors of Tropical East Homeowners Association Inc. The use of the Clubhouse for private functions will require a \$25.00 use charge and a refundable deposit of fifty (\$50.00) dollars to ensure the facility is returned to its original condition. The fee is payable to Tropical East Homeowners Association Inc. at the signing of the agreement.

There will be an overall inspection of the Clubhouse prior to the function and after the function to determine if there is any damage. Then, the Board of Directors at its sole discretion, shall determine the amount of deposit fee refund to be made to the reserving party.

The reserving party shall pay to Tropical East Homeowners Association Inc, any additional damages and/or cleaning costs that exceed the security deposit. The reserving party shall be advised in writing within five (5) business days whether or not the security deposit will be refunded.

SECTION VIII

ENFORCEMENT

The covenants, rules and restrictions herein contained or contained in any of the Tropical East Association Documents may be enforced by the Association, any Owner or Owners, and any Lenders in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm, or entity violating, attempting to violate, or permitting or suffering any guest, invitee, or tenant to violate or attempt to violate, any covenants, restrictions or provisions hereunder.

In addition to the foregoing, and not in substitution thereof, the Association shall have the right to *(a)* levy fines, not to exceed One Hundred Dollars (\$100.00) per violation, per day, against any Owner or any Tenant, guest or invitee, and *(b)* suspend the rights of any Owner or any Tenant, guest, or invitee, to use common areas and facilities, for any violation of the covenants and restrictions contained herein the Rules and Regulations or contained in any of the Tropical East Homeowners Association Documents.

A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. In any action to recover a fine, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

No fine may be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) Members of the Association appointed by the Board of Directors of the Association.

The Board of Directors is hereby authorized to appoint such a committee on an annual or on an "as needed" basis. The three Members appointed may not be officers, directors, committee members or employees of the Tropical East Homeowners' Association, or the spouse, parent, child, aunt, uncle, brother, or sister of an officer, director and/or an employee of the Association. A majority vote of the three Members so appointed, shall be required to approve a fine.

SECTION IX

AMENDMENTS

The Board of Directors shall adopt such other Rules and Regulations from time to time in order to govern the use and enjoyment of the Common Property, Lots, and Residences as the Board of Administrators, in its sole discretion, deems appropriate or necessary, provided such additional Rules and Regulations shall be consistent with the provisions contained in the Tropical East Homeowners' Association Inc., Declaration of Covenants and Restrictions and/or By-Laws.

In the event of a dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in the Tropical East Homeowners' Association Inc Declaration of Covenants and Restrictions and its By-Laws, any such dispute shall be referred to the Board of Directors, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, that any use by the Association or any portion thereof, in accordance with the Article, shall be deemed a use which complies with the Tropical East Homeowners' Association Inc Declaration of Covenants and Restrictions and its By-Laws, and shall not be subject to a determination to the contrary by the Board of Directors.

The Board of Directors may, amend or repeal any previously adopted Rules and Regulations. Any waivers, consents or approvals given under the Rules and Regulations by the Board shall be revocable at any time, and shall not be construed as, or deemed a waiver, consent or approval for any other purpose other than that which has been identified at the time of the giving of such waiver, consent or approval.

Reasonable regulations concerning the appearance and the use of Tropical East Homeowners' Association Inc. property may be made from time to time by the Board of Directors in the manner provided by and within the ARTICLES OF INCORPORATION, the DECLARATION of COVENANTS/CONDITIONS and RESTRICTIONS and its BY-LAWS.

The above mentioned documents were provided to owners at the time of purchase.

Additional copies of any and all said documents, and any amendments thereto, are available from the Board of Directors of Tropical East Homeowners Association Inc. to all owners and/or residents, at a nominal charge, plus any required mailing costs.

Free copies of the Association Documents are now available in a (**Portable Document Format**) **PDF** file and can now be printed by visiting our website at **TROPICALEASTHOA.com**

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