

Tarpon Landings Condominium Association

6021 Silver King Blvd.
Cape Coral, FL 33914
Phone: 239-541-8710

Guide for New Owners and Residents



January 2024

INTRODUCTION TO THE GUIDE

The primary objective of this guide is to assist residents in understanding and appreciating the rules as well as the responsibilities involved in living in a Gated, Deed-Restricted Community.

Our objective is to respond to the day-to-day requests, clarification of Association policies, convenience, and availability of forms and to improve enjoyment and harmony within the Community.

Where forms are required for application or an approval purpose, sample forms are in this guide in the same section as the narrative description. Additional copies of the guide, forms, or individual topic sheets are available by calling the Association office, 239-541-8710.

Please Note: This Handbook has been produced as a result of many on-going requests for clarification of the conditions, Rules and Regulations, along with violation procedures including consequences.

This Handbook is a summary of the Condominium Association Documents. It should be further noted that this Handbook, although a reliable daily-use guide prepared with care and caution, **does not replace the Condominium Documents which take precedence.**

In the event of a dispute, residents are advised to consult the detailed Documents and, if necessary, obtain the benefit of legal counsel. You are advised to review, particularly, the provisions for Dispute Resolution which basically requires arbitration/mediation.

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TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 1.0

NEW RESIDENT INFORMATION FORM

Date of Closing: _____

Property Address: _____
Cape Coral, FL 33914

Unit Owner(s) Name: _____

Home Phone _____ Cell Phone _____

Home Phone _____ Cell Phone _____

Address for Correspondence: _____

Unit Owner Email Address: _____

Unit Owner Email Address: _____

VEHICLES: (Please Include a Copy of Vehicle Registration)

Make & Model _____ License Plate No. _____ State _____

Make & Model _____ License Plate No. _____ State _____

OTHERS WHO WILL OCCUPY HOME

Name: _____ Relationship: _____

Date of Birth: _____ / _____ SSN----- _____ Phone# _____

Name: _____ Relationship: _____

Date of Birth: _____ / _____ SSN----- _____ Phone# _____

Received Tarpon Landings Homeowner's Handbook? Yes _____ No _____

Homeowner's Signature: _____ Date: _____

A COPY OF THE FULL EXECUTED SALE AND APPLICATION FEE OF \$150 MADE PAYABLE TO TARPON LANDINGS CONDOMINIUM ASSOCIATION MUST ALSO BE ATTACHED.

Return all documents to: Tarpon Landings Condominium Association, Inc.
6021 Silver King Boulevard, Cape Coral, FL 33914
Phone: 239-541-8710 / Email: tarponlandings@resortgroupinc.com

Association's Approval _____ Date: _____

SECTION 1.1

Official Identification:

Please use this page to attach a copy of the driver's license for each person who will reside at this unit.

If a driver's license is not available for anyone who will live in this home - an official Government issued form of identification must be provided.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 1.2

PET REGISTRATION FORM

Date: _____

Homeowner's Name: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____

Type of Pet: _____ Age: _____

Breed: _____

Approximate Weight: _____ Color: _____

Pet Name: _____

Veterinarian's Name: _____

Phone#: _____

County License (Tag)# _____

A picture **MUST** be included with this Pet Registration / Approval.

I understand that any falsification of information or failure to register my pet may result in the denial of approval of this application by the Board of Directors.

I further understand that I am fully responsible for the actions of my pet and have read the Rules and Regulations regarding the control of my pet.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

Homeowner's Name

Homeowner's Signature

ATTACH PICTURE HERE

SECTION 1.3

PET RULES AND REGULATIONS

1. Each unit owner may keep a maximum total of two (2) pets per unit. No pet shall be kept, bred, or maintained for any commercial purpose. Pets shall not become a nuisance or annoyance to neighbors.

It is a violation of the Association rules for domestic animals to make unreasonable or prolonged noise that disrupts comfort or disturbs the peace or sleep of humans.

2. All pet owners must have proof of pet's current vaccines. All pets will be registered with its name, breed, owner name(s), condo building and unit number. Certified Service dogs will be recognized at that registration also. In case of emergency or complaints, the animals would be easily identified and located.
3. New renters are not allowed any pets. Existing renters with pets in good standing with the Condominium Association will be 'Grandfathered-in' and will be held to the same rules and restrictions as unit owners.
4. Exotic pets including but not limited to snakes, lizards, insects, pigs, livestock, feral animals, and noisy birds are prohibited. Aquarium fish are permitted, but aquarium shall be limited to no more than 50 gallons.
5. No pet may be kept in or on balconies, or in elevator foyer when owner is not in unit. Because the elevator/foyer area of all units is "Limited Common Area", access is available to all workmen, inspectors, etc.
6. The Board of Directors request that, whenever it is safe to do so, pet owners utilize the P1 level to exit the building with their dog(s).
7. Pets must always be on leash when outside owner's unit in all common areas.
8. In compliance with Florida State ordinance, pets are not permitted in any recreational areas or first floor pool side cabanas. Pets are not allowed in pool areas at any time. This includes transiting the pool area to or from the marina dock.
9. Tarpon Landings Association has adopted a **ZERO TOLERANCE** policy regarding pet excrement. The Board of Directors will exclude from association property any pet where a person has been shown not to have picked up after that pet defecates.
10. Solid waste is to be disposed of in the designated pet waste containers located near each P1 exit and throughout the property. Solid waste is not to be disposed of in the trash containers within the garages or in the trash room.
11. In the event of a pet relieving itself in any of the common areas (including elevators), it is the owner's responsibility to clean it up and to report the incident to the office for further sanitation.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

12. Pet owners who are found to be in violation of these rules and regulations, including those who fail to clean up after their pets in common areas or throughout the property are subject to fines, loss of privileges, or other remedies as imposed by the Board.

13. No dangerous dog or vicious breed of dog may be kept at the condominium or brought on condominium property at any time. An exhaustive list of vicious breeds is beyond the scope of this document but includes Pit Bulls, Pit Bull mixes, and Wolf hybrids.

The Board of Directors shall have the authority to classify other breeds including mixed breeds as "vicious" (and to classify specific dogs as "dangerous") through the following adopted rule.

A. Dangerous Dog. Any dog may be declared dangerous and may be excluded from Association Property if the dog according to the records of Association:

Has aggressively bitten, attacked, menaced, threatened, endangered or has inflicted injury on a human being on public or private property, or:

1. Has severely injured or killed a domestic animal while off the owner's property; or
2. Has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting.

B. Vicious Dog. A dog may be declared vicious and may be automatically excluded from Association property if the dog, according to the records of the Association, has severely injured or killed a domestic animal while off the owner's property or has aggressively bitten, attacked, menaced, threatened or endangered any person or has inflicted injury on a human being on public or private property provided that such actions are attested to by one or more persons and dutifully investigated by the Board of the Association or its designee.

The Board may also, at its sole discretion, mandate that a dangerous, vicious or nuisance dog undergo evaluation and training by an American Kennel Club (AKC) registered trainer who may present to the board written documentation of adequate training (to include, at a minimum, certification by the AKC as a "Canine Good Citizen") such that the AKC certified trainer anticipates no further serious incidents, at which time the Board may grant probationary status, allowing the pet to remain on property pending further review. Details of such arrangements will be made on an individual basis in each case. Any costs involved in such assessment and training will be the responsibility of the dog owner.

C. Written Notification. Upon an initial determination of finding a dog dangerous or vicious, the President of the Board of Directors, or a designee, must prepare a written notification to the dog owner detailing the allegation(s), initial findings, and proposed action of exclusion of the dog from Association property.

D. Request for Hearing. Once the owner has received written notice from the Association that their dog has been deemed dangerous or vicious, the owner has 7 days to file a written request for a hearing with the Board of Directors. If the owner does not file a written request within 7 days of receipt of notice from Association, the dog will be permanently banned and excluded from all Association property.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

E. Determination by the Board of Directors. At a duly called meeting of the Board of Directors, evidence by the dog owner, the complainant and any witnesses or interested parties will be heard. The Board must issue a determination within 3 calendar days after the hearing is completed based upon a preponderance of the evidence.

All determinations of the Board of Directors must:

1. Be in writing; and
2. Be signed and dated by the President of the Board; and
3. Be based on fact and conclusions of these rules and served upon the owner by certified mail or by hand delivery.

F. Exceptions. An animal may not be classified as threatening, menacing, dangerous or vicious if the injury, or threat of injury was sustained by a person who, at the time, was committing or attempting to commit a crime upon the owner of the animal, or who was committing a willful trespass upon premises occupied by the owner of the animal or who was teasing, tormenting, abusing, or assaulting the animal or its owner.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 1.4

NEW RESIDENT TOPS ENROLLMENT FORM

Unit Owner(s) Name: _____

Property Address: _____
Cape Coral, FL 33914

How would you like your entry on
the Tarpon Landings Condominium
Website to read. _____

What phone numbers do you want entered? _____
Home Phone Cell Phone

What address do you want to be
your primary mailing address? _____

Unit Owner Primary E-mail Address: _____

Unit Owner Secondary E-mail Address: _____

What Initial Password do you
want set? _____

(Note: You should change this on first use.)

- To have your Homeowner payments made automatically, please enclose a copy of a voided check.

Return all documents to: Tarpon Landings Condominium Association, Inc.
6021 Silver King Boulevard, Cape Coral, FL 33914
Phone: 239-541-8710 / Email: tarponlandings@resortgroupinc.com

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

SECTION 2.0

HOMEOWNER DUES AND NON-PAYMENT LATE CHARGES

Maintenance Fees are due on the first day of each month. Even though you may not be billed, you are responsible for making payments in a timely manner.

It is the responsibility of the Unit Owner to send the payments on time to the respective lock box with the coupon or use the methods explained in the letter from Resort Management.

**Tarpon Landings Condominium
Association, Inc. C/O Resort Management
Processing Center
PO Box 620996
Orlando, FL 32862-0996**

Maintenance fees not received by the tenth (10th) day of each month in which the payment is due, will be assessed a **late fee of seventy dollars (\$70.00) and an interest charge of one and one-half percent (1½%) monthly or eighteen percent (18%) annum**. A past due notice will be sent to the unit owner after the new charges are added to the unit owner account.

After the seven (7) day period has expired from the sending of the past due notice to the Unit Owner, and payment has not been received, the Unit Owner will be sent to the Association Attorney for collection. The Attorney will start the collection process and additional charges will be added to the Unit Owner ledger. Once the Unit Owner has been sent to the attorney, the Association cannot and will not negotiate any settlement with the Unit Owner. All negotiations will be initiated between the Association Attorney and the Unit Owner or the Unit Owner's Counsel. Each Unit will be fully collected of the law.

A non-payment action could/would result in a lien placed on the property and may progress all the way to the foreclosure process.

Any homeowner who is delinquent is urged to treat the matter seriously and to plan for immediate payment to prevent any legal action.

Additionally, a fee of eighty-five dollars (\$85) will be charged for any homeowner payment(s) that is/are returned or disallowed by any financial institution.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 2.1

Dear Unit Owner,

Your Association depends on timely payments to operate the building. A well run and well-kept building maintains property value for its owners and retains its allure for sales, rentals, and re-sales. To assist your Association in obtaining timely payments, Tarpon Landings Condominium Association is committed to providing Unit Owner's with convenient payment options to make timely payments to its association.

The payment options include lockbox service and electronic payment options. The following is a list of the payment options offered and the costs, if any, associated with the payment method:

- 1. Lockbox Payment Service:** *Resort Management associates itself with banks that have a department dedicated to Association Services. Among these services is the lockbox service at no cost to the association or unit owner. To ensure accurate posting to their ledger, each check **must** have attached: Full name of the registered owner(s), the full address of the property, the check should then be mailed directly to the payment lockbox. Unit Owner's receive credit for payment when it reaches the lockbox, so these payments should not be delivered to the management office.*
- 2. Automatic Debit (ACH):** *Unit Owner's may sign up for automatic debits. This option offers a free, reliable, and carefree way to make payments on time by giving Resort Management, as agent for the association, the authority to automatically debit their accounts. The Unit Owner simply completes an ACH Form and attaches a voided check to start ACH payments.*
- 3. Online Credit Card Payments:** *Resort Management provides online payments via its website: www.resortmanagementfla.com. A Unit Owner may use any major credit card to make payment online, including Visa, Master Card, American Express and Discover. A Unit Owner will incur a processing fee on the transaction which is displayed prior to the submission of payment.*
- 4. Online Debit Card Payments:** *Via the same online payment option on Resort Management's website, a Unit Owner may use their debit card to make payments at the same processing fee as credit card payments.*

Your Resort Management team is here to serve you and your community. You may contact your Property Manager directly if you have questions or require other assistance in choosing and using the payment options that work best for you.

Sincerely,

Resort Management

TARPON LANDINGS CONDOMINIUM ASSOCIATION



BACKGROUND/CREDIT CHECK APPLICATION

PROPERTY INFORMATION

Address	City	State	Zip Code
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Move-In Date	Move-out Date (if applicable)	

PRIMARY APPLICANT

Address	

Primary Phone Number	Driver's License Number	Primary Email Address
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SECONDARY APPLICANT (IF APPLICABLE)

Full Name	Date of Birth	Social Security Number	
Present Address	Present City	State	Zip Code

Primary Phone Number	Driver's License Number	Primary Email Address
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I/we authorize Resort Management and Rental History Reports to do a complete investigation of all information provided with my application for residency. I have personally filled in and/or reviewed all information within the application. A complete investigation may include any or all of the following: Credit Report, Criminal Record, Rental History References (including MPHA), Employment Verification, Eviction Records and Personal Interviews with references. This authorization is for this transaction only and continues for (1) year unless limited by state law, in which case the authorization continues in effect for the maximum period, not to exceed (1) year, allowed by law. I acknowledge that Rental History Reports provides reports by written, electronic or verbal instructions to property managers of my choice and does not participate in the approval or denial process and does not guarantee an approval. My submitting this application below acknowledges and agrees with all terms above and authorizes companies to release rental, eviction, credit and criminal record information. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Primary Applicant Signature	Date	Secondary Applicant Signature	Date
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SECTION 3.0

TENANT RENTAL PROCEDURES

The Association Documents provide for rentals within the following framework:

- *A minimum of one-month rental*
- *Approval is required from the Association for rental-specific financial details may be made ready for publication.*
- *Landlord and tenant(s) are required to complete and sign application forms plus a form of addendum acknowledging certain conditions and accepting that the lease arrangement is subject to the Association Documents and subject to enforcement pursuant to the Association Documents. The conditions are clearly pointed out on the application forms that are part of this section. Additionally, all new tenants are required to submit to a background check.*

See form 3.1 Application for Lease, form 3.2 Addendum to Application to Lease and Incorporation of Homeowner Document Conditions and Restrictions into Lease Agreement, the addendum, with particular attention to the form of addendum as it specifically states use and non-permitted uses. If clarification is required, seek assistance from Resort Management Property Manager.

Tenant(s) is obligated through their landlord(s) Association Documents to abide by the Rules and Regulations of the Condominium. Tenant(s) is subject to censure and the violation process. Provisions indicated on page 2 of form 3.1 indicates that, in the event owners do not remit homeowners dues, tenant(s) will be required to remit rent to the Association until such deficit is satisfied.

For clarification of any content in this document and the information contained on the form for this section, please contact Christopher Hearn, Property Manager for assistance. Our objective is to prevent confusion with both tenant(s) and landlord(s). The procedures are simple and following them makes landlords' transactions easier both at the time of the application and during the rent period.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

ADDENDUM TO LEASING REGULATIONS

Approved April 19, 2011, at the Tarpon Landings Board Meeting

1. **Leasing of Units:** *To foster a stable residential community and prevent a motel like atmosphere, the leasing of Units by Owners shall be restricted as provided in this section. The ability of a Unit Owner to lease his unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner. All leases of Units must be in writing. Unit Owners may lease only their entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.*

2. **Procedures:**
 - (A) **Notice by Unit Owner:** *An Owner intending to lease their Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and spouse, if any, as a precondition to approval.*

 - (B) **Board Action:** *After the required notice and all information or interviews requested have been provided, the Board shall have not more than thirty (30) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.*

 - (C) **Disapproval:** *A proposed lease shall be disapproved only if a majority of the entire Board votes and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:*
 - (1) *The Unit Owner is delinquent in the payment of assessments at the time the application is considered. The Board may nevertheless approve the lease provided that the tenant pays the initial deposit and monthly rental payments directly to the Association.*

 - (2) *The Unit Owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit,*

 - (3) *The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering leases without prior Association approval.*

 - (4) *The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to homeowners' associations or Condominium associations.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

- (5) *The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.*
- (6) *The prospective lessee has a history of conduct which evidence disregard for the rights and property of others.*
- (7) *The prospective lessee evidences a strong possibility of financial irresponsibility.*
- (8) *The prospective lessee, during previous occupancy in this community or elsewhere, has evidenced an attitude of disregard for Association rules.*
- (9) *The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or*
- (10) *The Owner fails to give proper notice to the Board of Directors of his intention to lease his Unit.*

- (O) **Failure to Give Notice or Obtain Approval:** *If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee within five (5) days' notice, without securing consent to such eviction from the Unit Owner.*

- (E) **Committee or Manager Approval:** *To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Association manager or to an ad hoc committee, which shall consist of at least three (3) members.*

- (F) **Exceptions for Mortgagees:** *The provisions of Section 1 hereof shall not apply to leases entered by institutional mortgagees who acquire title through the mortgage whether by foreclosure or by a deed in lieu of foreclosure.*

- (G) **Term of Lease and Frequency of Leasing:** *No Unit may be leased for a period of less than thirty (30) days. The first day of the lease term shall determine the year in which the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval. The Board may, at its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed without Board approval.*

- (H) **Occupancy During Lease Term:** *Only the lessee, his/her family members within the first degree of relationship by blood, adoption or marriage, and his/her spouse and temporary house guests may occupy the Unit.*

TARPON LANDINGS CONDOMINIUM ASSOCIATION

- (I) **Occupancy in Absence of Lessee:** *If a lessee absents themselves from the Unit for any period during the lease term, family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions aforesaid. If the lessee and all the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.*

- (J) **Regulation by Association:** *All the provisions of the Condominium documents and the homeowners' Association Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying any Unit as a lessee or guest to the same extent as against the Owner. **A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium and/or the home owners' association documents designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.***

- (K) **Fees and Deposits Related to the Lease of Units:** *Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$150.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act or Homeowners Association Documents, as amended from time to time.*

- (L) **Applicability of Community Documents:** *All leases of Units shall be specifically subject to the community documents, and any failure of the lessee to comply with the community documents shall be deemed a default under the lease. Pursuant to the community documents, the community association may further restrict leasing of units, may require owners to use lease forms approved by the community association and may impose administrative fees, transfer fees and reserve assessments on lease transactions in such amounts as may be reasonably determined by the Board of Directors of the Community Association.*

- (M) **Recreational Privileges:** *Upon leasing of a unit, the owner surrenders privileges to recreation facilities to lessee. Under no circumstances shall use of the pool area and clubhouse be allowed once the unit is rented.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

SECTION 4.0

ACCESS TO THE COMMUNITY

The Guardhouse is staffed 24 hours a day 7 days a week.

TRANSPONDER PURCHASES AND RULES

Requests for the purchase of gate transponders (at a fee of \$35.00 each) are available only to vehicles with a Tarpon Landings address. A copy of the vehicle registration is required to purchase transponders. The copy must be provided to the management company and the guard on duty when purchasing the transponder. All transponders are required to be affixed to the vehicle.

The only exception to this rule applies to owners who reside as seasonal residents and have chosen not to register the vehicle to their Florida address. They must submit a copy of the vehicle registration that matches their other residence on file with the Association and **MUST** have the transponder affixed to the vehicle.

There will be no "FLOATING" transponders (not affixed to a vehicle) allowed. If your transponder is not affixed to your vehicle, the transponder will be deactivated until it is installed. If you purchase a new vehicle, the process is the same as stated. **Transponders will be placed on the vehicle by the guard. The location is on the driver's side of windshield 2" over and 2" down from top of windshield or it can be placed under the rear-view mirror.** If you have a metallic windshield, please contact the Gatehouse, 239-945-3928.

If your unit is leased, transponders must be purchased by the approved tenants. Each new tenant must purchase their own transponder. If the lease is not renewed, the transponder will be deactivated. Please note, while your unit is leased, your transponder is deactivated until the time the lease expires and your unit is empty. Please call Property Management to be sure your transponders are reactivated.

Applications for a transponder will be available through the guardhouse.

Residents with transponders use the right lane to gain access to the Condominium.

Transponders cost \$20.00 and the price is subject to change should the cost increase.

Management and the Board of Directors reserve the right to limit the quantity of transponders to Unit Owners and Tenants based on occupancy and Association Guidelines.

If you become delinquent in paying your Maintenance Fees to the Association, the Association has the right to suspend your privileges which will include the use of your transponder.

CALL BOX

Everyone that is occupying a unit in the Condominium needs to be in the Call Box. Per Association Documents, the Call Box is the ingress and egress to your Condominium. Please supply Management with a local number so we may program this device.

INSTRUCTIONS FOR THE USE OF THE CALL BOX

- 1. USING THE ARROWS, SCROLL UP OR DOWN UNTIL YOU FIND YOUR NAME.*
- 2. PRESS POUND TO INITIATE CALL.*
- 3. THE PHONE NUMBER THAT YOU GAVE TO THE ASSOCIATION FOR THE CALL BOX WILL RING.*
- 4. ANSWER THE CALL AND PRESS NUMBER NINE (9) ON YOUR PHONE. THE FRONT DOOR WILL OPEN.*
- 5. THE CALL WILL DISCONNECT IN 10 SECONDS OR IMMEDIATELY AFTER PRESSING 9.*
- 6. IF YOU DO NOT WANT TO ALLOW ACCESS, HANG UP THE CALL.*

**NOTE: MOST UNIT OWNERS USE THEIR CELL PHONE NUMBERS.
CANADIAN PHONE NUMBERS CANNOT BE USED.**

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 4.1

GATE ACCESS FORM FOR GUESTS

Date of Application: _____

Owner Signature: _____

Guest Signature: _____

Term of Occupancy: From: _____ To: _____

Property Address: _____
Cape Coral, FL 33914

TRANSPONDER REQUEST

Addition _____ Deletion _____ Change _____ Purpose for Transponder _____

VEHICLES: (Please Include a Copy of Vehicle Registration)

MAKE & MODEL _____ LICENSE PLATE NO. _____ STATE _____

MAKE & MODEL _____ LICENSE PLATE NO. _____ STATE _____

OLD TRANSPONDER NUMBER TO BE DELETED _____

NEW TRANSPONDER NUMBER TO BE ADDED _____

NEW TRANSPONDER NUMBER TO BE ADDED _____

CALL BOX

Addition _____ Deletion _____ Purpose for Call Box Change _____

NAME: _____

HOME PHONE# _____ CELL PHONE# _____

NAME: _____

HOME PHONE# _____ CELL PHONE# _____

NAME: _____

HOME PHONE# _____ CELL PHONE# _____

PLEASE RETURN FORM TO THE MANAGEMENT OFFICE DURING HOURS OF OPERATION.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 4.2

BUILDING ACCESS FORM & KEY FOB APPLICATION

Owner/ Tenant (Circle One) _____
Print Name

Key Fob Request (Cost \$20.00 each, maximum 4 per household)

Addition _____ Deletion _____ # of Key Fobs Requested _____

FOR OFFICE USE ONLY	
Key Fob Number to be Deleted	_____
Key Fob Number to be Added	_____
Key Fob Number to be Added	_____

Applicant's Signature: _____ Date: _____

Please return the form to the Association Office during hours of operation. Check made Payable to Tarpon Landings Condominium Association. Payment is to be made when picking up Transponders and or Key Fobs.

=====

MANAGEMENT PERSONNEL ONLY

Entered into System _____ Entered into Call Box _____

Management Signature: _____ Date: _____

SECTION 5.0

STORM SHUTTER RULES

If any owner wishes to install shutters, they must first receive written permission from the Architectural Review Committee and the Board of Directors. The installation, replacement, operation, repair and maintenance of such shutters in accordance with the procedures set forth herein is the responsibility of the Owner and shall not be deemed a material alteration of the Common Elements or Association Property.

RESOLUTION OF THE BOARD OF DIRECTORS FOR HURRICANE RULES AND STANDARDS

WHEREAS, THE BOARD OF DIRECTORS OF Tarpon Landings Condominium Association Inc. is responsible for the operation and maintenance of the Association.

WHEREAS, Section 713.113(5), of the Florida Statute requires the Association to adopt Hurricane Shutter Specifications that include color, style and other factors deemed relevant by the Board and to allow all unit owners who wish to install such shutters at their own risk and expense to do so,

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

GENERAL RULE: *The installation of hurricane shutters is prohibited, except in strict conformity to plans and specification approved by the Board of Directors.*

USAGE: *Any Unit owner wishing to install storm shutters must apply to the Condominium Association to ensure that the proposed shutters conform to the existing hurricane shutter specification as adopted by the Board. All shutters shall remain open unless a storm warning, i.e., hurricane, tropical or severe thunderstorm, is issued by the National Weather Center. All shutters shall be opened within two days after a storm has passed. All unit owners will be responsible for preparing their unit for a storm, including removal of all furniture not protected by closed storm shutters. When storm shutters are closed, they must be completely closed and locked.*

For those units' owners that have approved storm shutters installed prior to the adoption of this policy, they will have the right to continue using their shutters as they currently are. "Grandfathered" unit owners will be those who are registered with the Association and have signed Hurricane Shutter approvals from the Association. If they do not have signed approvals, they must complete this process within 30 days from the date of adoption of this policy or unit owner will not be considered in the "Grandfathered" clause. This right will be terminated upon any change in title of the unit or any change in the shutter requiring condominium approval. (Addition as of 9/24/12)

DEFINITION: *"Hurricane Shutters" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose as protection against storm damage, water penetration by driven rain, wind damage or damage from physical object or projectiles carried by the wind.*

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

INSTALLATION REQUEST: *Any homeowner desiring to install hurricane shutter shall apply to the Association in writing.*

The request shall be accompanied by the following items regarding the installing contractors, if there is not a valid copy of each currently on file with the association: a copy of the occupational license, Proof of Insurance and Certification of Competency or Contractors License valid in this city or county and a written certification that the product to be installed complies with the applicable building codes. If the contractor has on file a copy of all the aforementioned documents, and has a board approval installation in the building, then this contractor will have a "Blanket Approval" for all subsequent installation requests.

Within twenty days after receipt of the written request and accompanying documentation, the Board shall either approve or disapprove the proposed installation.

INSURANCE REQUIREMENTS: *No contractor shall begin work or install material unless the contractor carries Public Liability Insurance, including complete operations, in an amount not less than \$1,000,000.00 and Workers Compensation Insurance in an amount not less than \$500,000.00. Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law.*

HOMEOWNER RESPONSIBILITY: *The homeowner is responsible for all costs of installation, maintenance and continued first class upkeep of hurricane shutters. The homeowner shall permit the Association to inspect the shutters as necessary to ensure compliance with the Association's specifications.*

The homeowner is responsible for obtaining all necessary building permits and for adherence to and compliance with all applicable building codes.

The homeowner must install and maintain the hurricane shutters referred to herein in a first-class manner. If the unit owner fails to maintain the shutters as required herein after fifteen (15) days written notice from the Association to the homeowner, the Association shall have the right to perform any required maintenance or repair work or to have the shutters removed and the properly restored to its condition prior to the installation, at the expense of the homeowner. If any hurricane shutter must be partially or wholly dismantled or moved to allow the Association access to other parts of the home for which the Association is responsible, the cost of such dismantling or removal shall be borne by the unit owner.

The homeowner is responsible for any damage to the common elements or other property or its units within the development which is caused as a result of the installation or maintenance of the hurricane shutters described herein.

*Adopted by the Board of Directors, this 7th day of January 2006.
Revised by the Board of Directors September 24, 2012*

STORM SHUTTER INSTALLATION PACKETS ARE AVAILABLE IN THE MANAGEMENT OFFICE

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 6.0

DELIVERY AND MOVING POLICIES AND PROCEDURES

Unit No.	Requested Move-In Date
Primary Resident/Occupant Name	Owner
Home#	Cell/Office #
Fax	E-mail Address

MOVING/ DELIVERY COMPANY INSURANCE RECEIVED? YES ___ _ NO _____
Insurance Certificate per Resort Management Criteria Attached

Company Name
Contact Person / Phone#

- *Move in/out hours are Monday through Friday from 9:00 a.m. to 4:00 p.m. Movers **MUST** be off the property by 5:30 p.m. Saturday move-in/outs are a special request and a non-refundable additional fee of \$150.00 is due at the time of application. No deliveries on holidays.*
- *Move In I Out **non-refundable charge of \$100.00** is due and payable at time of application.*
- *A refundable security damage deposit in the amount of **\$500.00** must be provided with this application.*
- *The security deposit will be refunded within fourteen (14) business days PROVIDED there has been no damage to any areas of the building or elevator, the work has been completed and the final inspection is presented, if applicable. Otherwise, the cost of damage will be deducted from the security damage deposit.*
- *Resident or resident's agent must be at Unit to accept deliveries of furniture and packages.*
- *Residents must take full responsibility for delivery of large items. Neither Management staff nor Security will supervise delivery of these items.*
- *No items may be stored or left in the loading area. The moving/delivery company must remove all cartons, crates and packing material from the Property.*
- *No overnight storage is permitted in the loading area, building hallways or other common areas.*
- *The Association Board of Directors or Management may impose additional requirements or instructions from time to time to enhance the safe operations of the building and the safety and convenience of Owners and Residents.*

TARPON LANDINGS CONDOMINIUM ASSOCIATION

The approximate dimensions of the elevator are:

Core Elevator	Cab
Height	120"
Depth	65"
Width	75"
Weight Capacity	3500 lbs.
Doors	96" hi h x 42" wide

The approximate opening of the loading area accommodates most semi-trucks. Please take field measurements for confirmation.

ACKNOWLEDGEMENT

I have read and understand the above Delivery and Move-In Policies and Procedures.

The Association has reserved the above date for my move-in. If I choose to reschedule, the new date must coincide with an available date on the Association's reservation calendar on a first come, first served basis.

I/We agree that all work performed or delivered to improve and /or furnish my Unit by the above party is to be performed on my behalf, by such party as my agent. I assume full responsibility for damages caused by such agent, whether to any person or property, and hereby agree to indemnify and hold harmless Tarpon Landings Condominium Association, Inc. {the "Association") for any damages claimed by any party. If any damage occurs, the Association, its management, or agents, in their sole discretion will determine if any deductions from the amount of the deposit is required, or if it is necessary to withhold the entire deposit for repairs and charge my assessment account for cost of repair or replacement of Association property that exceeds the amount of the deposit.

I/We hereby agree to indemnify and hold harmless Tarpon Landings Condominium Association ("Association"), including its employees or agents, from any claims against the Association arising from any situation in connection with my move-in or any elevator reservation request.

Signed	Unit No.
Print Name	Date

Signed	Unit No.
Print Name	Date

SECTION 7.1

TRASH CHUTES, RECEPTACLES & RECYCLING

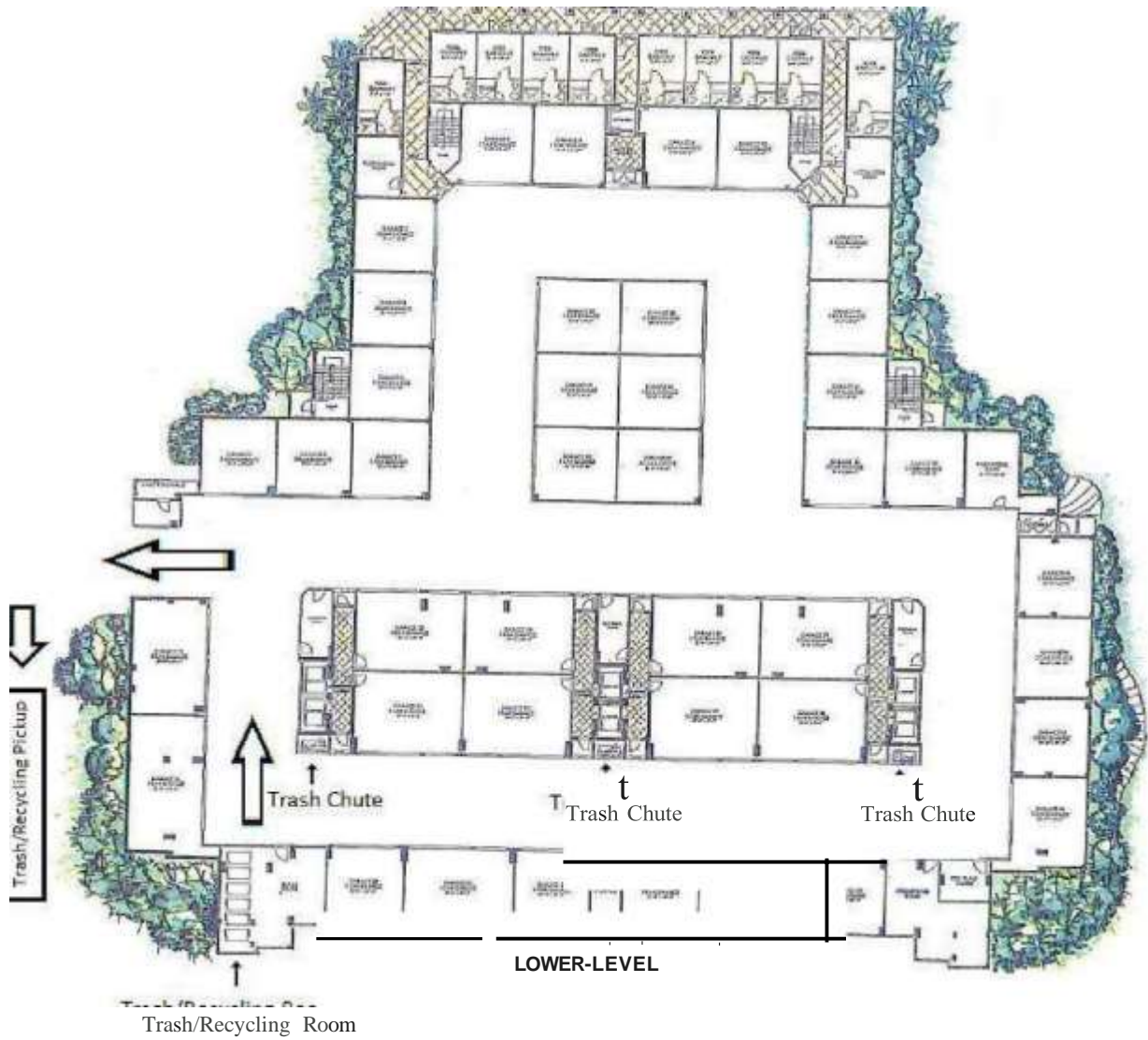
Welcome to your new condominium home at Tarpon Landings. High-rise living can be a bit different from private homes. One difference is the process you must go through in disposing of your trash. Please take a few minutes to read this and become familiar with what to do. It could save you and the Association time, inconvenience, and money, if everyone follows a few simple rules.

1. **PLEASE USE YOUR GARBAGE DISPOSAL WHENEVER POSSIBLE.** *All units are equipped with garbage disposals. This is a great piece of equipment for grinding up raw food and leftovers that if put in the trash tend to decay, attract pests and smell. Not to mention broken bags that can contaminate the trash chute. In Florida it is the recommended method of disposal of organic material. Please take the time to read your disposal manual for the best results and carefree use.*
2. **ALWAYS BAG TRASH AND TIGHTLY TIE OFF BAGS TO BE DISPOSED OF DOWN THE CHUTE.** *Do not throw non-wrapped items or opened bags of trash down the chute. It is a very good idea to double bag all trash before disposing of it.*
3. **PLEASE DO NOT FORCE LARGER OR POORLY WRAPPED BAGS OF TRASH OR OTHER OBJECTS DOWN THE CHUTE.** *Forcing bagged trash larger than the opening can cause the bag to rupture spilling its contents inside the tube. Certain items like folded cardboard could spring open and jam in the chute.*
4. **RECYCLING MATERIAL SHOULD BE TAKEN TO THE BUILDING TRASH ROOM RECYCLING CENTER ON THE EAST SIDE OF THE FIRST FLOOR GARAGE.** *There you will find the various large Rubbermaid type containers for each type of recyclable product. Please see Exhibit A for location.*
5. **LARGE AND BULK ITEMS DUMPSTER.** *If you have large items such as pallets, boxes, crates or packing material or items like old furniture, we have made available a dumpster that you can bring to for disposal. Please see attached Exhibit B informational sheet for location.*
6. **PLEASE BE AWARE, ALERT AND CAREFUL OF SMALL CHILDREN AND PETS WHEN THE TRASH CHUTE DOOR IS OPEN.**

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PROPERTY MANAGER AT
239-541-8710.**

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION



SECTION 8.0

PARKING AND TOWING

Vehicles must always be parked in garages. This includes vehicles with disabled parking permits. All open parking is designated for guests **ONLY. NO EXCEPTIONS.**

Parking is not allowed on the street due to their narrow nature. Fire and rescue vehicles need to gain access in emergency situations.

No vehicles other than four-wheel passenger automobiles shall be permitted on any portion of Tarpon Landings unless fully enclosed in the garage (this includes motorcycles, boats, trailers, RVs, trucks, campers, and ATVs).

Any vehicle with commercial plates or advertisements must be parked in the garage. Trailers carrying or pulling ATVs, jet-skis or boats may not be parked on the driveway, street, or on empty lots.

Vehicles without proper passes will be towed at the owner's expense.

A Towing service has been contracted by the Association to tow any vehicle in violation of the rules and regulations. They will make random visits between the hours of 11:00 p.m. and 6:00 a.m., 7 days a week.

LATE ARRIVALS/ TEMPORAY PARKING PERMIT

A special parking permit shall be issued to each unit. It is the unit owner's responsibility to issue these permits to their respective guests. The purpose of the Late Arrival Guest Parking Permit is to readily identify authorized guest vehicles on arrival after normal management business hours.

Guests arriving after business hours shall display this permit in their vehicle (visible from the outside) while parked and only until such time when the management office opens. Guest vehicles must register at the management office and a regular guest permit will be issued. Only permits issued by the Management Office are valid.

Guest Passes will be issued for a period not to exceed thirty (30) consecutive days. Anyone staying for longer periods will be required to park in garages. **NO EXCEPTIONS.**

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

SECTION 9.1

FITNESS CENTER RULES AND REGULATIONS

Approved by the Board of Directors on April 19, 2011

The safety and enjoyment of the members of the Community and the protection of the community's investment are the primary concern in the operation of the Fitness Center. Please remember any damage to the equipment could affect the Association's CONDOMINIUM dues.

Reminder: If we show Courtesy and Consideration for others in the use of the fitness center a minimum of guidelines will be needed.

HOURS are 6:00 AM - 10:00 PM, 7 days a week.

Do not use items of clothing or footwear that could damage the exercise equipment.

Proper attire is required, which includes shirts and sneakers. Please no bare feet or flip flops

Children under the age of sixteen (16) must be accompanied by an adult.

Only closed liquid containers are to be used in the Fitness Center

For sanitary reasons please wipe down equipment after each use.

*Please be courteous of others and limit your time to **30** minutes per each equipment*

No PETS are allowed in the Fitness Center

No WET bathing attire in Fitness Center

Please clean up after yourself.

Please turn off TV, lights and fans when exiting the Fitness Center

If no attendant is on duty. You are responsible for your own safety.

In case of an emergency, call 911.

Management is not responsible for your personal effects.

Lockers are available but numbers are limited. Members may make use of them while using the fitness room but must remove any lock and contents when leaving. Locks left on will be removed along with the contents.

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

SECTION 9.2

POOL/ SPA/ DECK AREA RULES AND REGULATIONS

Approved by the Board of Directors on November 1, 2010

The safety and enjoyment of the members of the Condominium and the protection of the Condominium's investment are the primary concern in the operation of the Pool Area. Please remember any damage to the furniture and equipment could affect the Association's dues.

Reminder: *If we show Courtesy and Consideration for others in the use of the Pool Area a minimum of guidelines will be needed.*

- *The Pool/Spa/Deck hours are **DAWN to DUSK.***
- **WARNING - NO LIFEGUARD ON DUTY**
- **WRIST BANDS MUST BE WORN OR IN PLAIN SIGHT WHEN IN THE POOL AREA** Guests must be accompanied by the owner or lessee. Unaccompanied guests will be asked to leave. Non-compliance could result in the loss of recreational privileges.
- *Night Bathing is not allowed as per: **(Chapter 64-E9 of the Florida Administrative Code and County Ordinance)***
- *Use of the Pool/Spa during cleaning and servicing is at your own risk.*
- *Children Twelve (12) and under must always be accompanied by an adult.*
- *Children over Twelve (12) should not swim unless an adult is at home to be notified in the event of an emergency, illness or conduct problem.*
- *Glass and breakable items can be a health and safety hazard and cannot be used anywhere in the Pool Area*
- *Pets are prohibited in the Pool Deck Area and Pool*
- *For health and sanitary reasons and to keep suntan lotion and body oils from getting on the furniture, please cover chairs and lounges with towels.*
- *No Food is permitted within three feet of the perimeter of the pool.
(Ref. Chapter 64-E9 of the Florida Administrative Code)*
- *Please use Ashtrays. Empty ashtrays and place all trash in the containers provided.*
- *Please use the shower in the deck area to wash off suntan lotion/oil before entering pool. Oils will "Gum" the tiles and dilute the Chemicals.*

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

- *Hair that is longer than shoulder length should be braided or confined in a Ponytail or Bun. Loose hair cannot be backwashed from the filter and reduces its efficiency.*
- *Swim Diapers are required for all children who are not toilet trained.*
- *The Spa is not a children's Pool. Children under Twelve (12) cannot use the Spa.*
- *No Diving*
- *No colored chalk in the Pool area or any other place*
- *Proper Swimming attire is required.*
- *Running, rough play and excessive splashing in or out of the pool can be dangerous and is not encouraged.*
- *Upon leaving, please fold down umbrellas and return any chairs or lounges that were moved during your stay.*
- **NO ONE** *under any circumstances **should enter** the pool equipment area except for the pool maintenance personnel.*
- *No skateboards, bicycles, scooters or roller blades or any reasonable facsimile are allowed in the recreational areas.*
- *No Frisbees, footballs, beach balls or reasonable facsimile will be allowed.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 9.3

CLUBHOUSE RENTAL FORM

6021 Silver King Blvd.
Cape Coral, FL 33914
Phone: 239-541-8710

Email: tarponlandings@resortgroupinc.com

Name: _____

Address: _____

Telephone: _____ E-Mail Address: _____

Date of Event: _____

Start Time: _____ End Time: _____

Number in Party (limit 50 people): _____

I, _____ will be responsible for all activity, clean up and damages done, or charges incurred for such in and around the pool and clubhouse area for my guests during the scheduled time of use stated above. I, and my guests will be responsible for following all posted rules and regulations.

I also understand that after the event the clubhouse will be inspected in a timely manner and if damage is noted, it will come out of my deposit, which the association is holding. However, if the damages exceed the amount of the deposit, I, _____ will be responsible for the remaining amount. If there are no problems, the deposit will be returned to me.

I have read and signed the attached rules of the Clubhouse Rental.

Please make two (2) separate checks payable to:
Tarpon Landings Condominium Association in the following amounts:

\$50.00 rental fee _____

\$300.00 deposit _____
(Refundable upon evaluation of premises)

Signature

Date

Management Company or BOD's Signature

Date

Inspected by

Date

Deposit Refund \$ _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

CLUBHOUSE RENTAL RULES

Children under sixteen (16) years of age must be accompanied by an adult.

To reserve the Clubhouse, fill out a rental agreement at the Property Managers office prior to the engagement. Rental fee and security deposit will be collected at that time.

NOISE ORDINANCE: Party must end before 9:45 p.m. Attendees must depart (except for a small group to clean up quietly) by 10:00 p.m. **NO EXCEPTIONS!**

MUSIC: If a band or DJ is playing, they must set up inside the Clubhouse, keeping the sound to a minimum and must stop playing by 9:30 p.m.

If decorations are to be used, please check with the Property Manager before doing

so. Additional coolers may be available upon request.

Rental of the Clubhouse does **NOT** include the use of the swimming pool and is **NOT** available on major holidays. Holiday Parties for the whole Community may be an exception with the Board of Directors' approval.

Clubhouse rentals are for the private use of owners and renters. No rental for or by commercial use will be allowed.

NO GLASS OBJECTS OUTSIDE of the Clubhouse, including the grill area. Glass objects may be used. **IN THE CLUBHOUSE ONLY.**

No animals of any kind allowed.

CLEANUP:

- 1. Please use supplied trash receptacles. All trash should be double bagged and taken to the dumpster. Please wipe up any spills on the floor or walkway pavers.*
- 2. The small refrigerator is available for your use; it must be emptied and wiped out upon the end of your function.*
- 3. Sinks, counters, tables, etc. must be cleaned.*
- 4. Furniture should be put back in order.*
- 5. When leaving please remember to turn off lights, ceiling fans, etc.*

All questions can be directed to the Tarpon Landings office at (239) 541-8710.

Acknowledged by

Date

SECTION 10.0

KEY POLICY

To maintain the integrity of the buildings and individual units' lock systems and to be able to properly serve the Association's needs, the following rules will be observed concerning the release or use of keys by the Property Management Company during both business and after hours of operation.

Keys will be released only to:

- A. The owner in person, who can show ID and be verified by our Management Owner List.
- B. When a warranty repair is being made by an approved vendor/contractor, that has been agreed to and verified by the unit owner in person or in written signed document either mailed or faxed to the Management Company.

Keys will not be released under any circumstance:

- A. To relatives, renter's contactors, maintenance, and cleaning personnel, etc., regardless of ID, phone calls or letters. You will have to make your own arrangements with a neighbor, home watch or concierge service.

If you change your locks:

- A. Before you change the locks to your unit, you should contact the Management Company at 239-541-8710 for important information. The Tarpon Landings buildings are all on a master key system, which is provided to the Fire Department and the Management Company for use in case of an emergency. Your locks need to be coordinated with this system. Failure to do so will result in the cost of any forced entry or entry by a locksmith to the unit owner.
- B. You cannot re-key your unit without giving the management company a duplicate key. This is necessary for emergency situations when the Property Management Company may have to enter your unit for your safety and protection as well as that of others. This is in your Documents.

Keys from the Management Company during business hours:

- A. Hours of operation are: 8:00 a.m. to 5:00 p.m. Monday through Friday
Phone 239-541-8710
Email tarponlandings@resortgroupinc.com

If you are locked out of your home after the office is closed:

- A. You may contact the Association Office 239-541-8710 Monday through Friday 8:00 a.m. through 5:00 p.m. and if proper ID can be produced, you will be escorted to your home by the Property Manager. No keys will be given out for any other reason. To prevent any inconvenience, you can prepare ahead by leaving a key with a neighbor or placing one strategically hidden in your vehicle or somewhere around the house.
- B. Call a locksmith at any other time.

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

SECTION 11.0

VIOLATIONS

The Declaration of Covenants of Tarpon Landings Condominium Association and Florida Statutes provide a means of by which the Association has recourse to protect the Association for the misuse of the Association property or the breach of the Association Documents.

The following Article VIII is directly from the Declaration of Covenants of Tarpon Landings Condominium Association.

ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation by a Unit Owner of any of the provisions of the Declaration of Condominium, these Bylaws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. The Association shall have any or all of the following elections:

- a An Action at law to recover for its damages on behalf of the Association or on behalf of the Unit Owners.
- b An action in equity to enforce performance on the part of the Unit Owner.
- c An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
- d Arbitration.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by Chapter 718, Florida Statutes, against any owner, resident, guest, or invitee, for failure to abide by any provisions of the Declaration, these Bylaws, or the Rules of the Association. No fine will become a lien against a Unit. A fine may be levied for each day of a continuing violation, with a single notice and an opportunity of a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under Chapter 718, Florida Statutes. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the owner, resident, guest, or invitee. Reasonable notice shall include a statement of the date, time, and place of the hearing; a statement as to the provisions of the Declaration, these Bylaws or the Rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

VIOLATIONS

A hearing shall be held before a Committee of other Unit Owners. At the sole discretion of the Board of Directors, this Committee may be either a standing Committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the Committee. If a majority of the Committee does not agree with the fine, the fine may not be levied.

Section 3. Negligence or Carelessness of Unit Owner. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect, or carelessness, or by that of any member of his/her family, or his/her or their guests, employees, agents, or lessees, but only to the extent that such expense is not by the proceeds of the insurance carried by the Association. Nothing herein contained, however, shall be construed to modify any waiver by the insurance company of rights of subrogation.

Section 4. Costs and Attorney's Fees. In any proceeding brought by the Association pursuant to these Bylaws, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court, including appellate fees.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted, by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant, or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Condominium Documents, or at law or in equity.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____
