

Rules and Regulations

It is the responsibility of all Members of Tree Lakes Association, Inc. ("the Association"), their families, tenants, and guests to strictly adhere to the following Rules and Regulations. In addition, all Members are responsible for enforcing these rules. Please refer to Section VIII of these Rules and Regulations for more details regarding enforcement.

Notice of all committee meetings shall be posted at least forty-eight (48) hours before the meeting time and date. Anyone interested in attending these meetings will find the notices in the Association news section of the bulletin board outside the Clubhouse.

After each rule shown below is listed the criteria for including the rule in Tree Lakes Rules and Regulations. The four criteria are as follows:

1. Government regulation (gr)
2. Common area protection (ca)
3. Property value protection (pv)
4. Health and safety (hs)

All uses of the term "the Board" in these Rules and Regulations shall refer to the Tree Lakes Association Board.

I. **ADULT RESORT** (gr)(pv)

- A. All dwellings may be owned by anyone of legal age, eighteen (18) years of age or older, but must be occupied by at least one person fifty-five (55) years of age or older. The only exception to this requirement is set out in Section 14(c) of the Owner's Proprietary Lease. A copy of the Proprietary Lease is available in the Resort office for review.
- B. The Association shall require the person fifty-five (55) years of age or older to provide proof of age, by affidavit or by copy of a birth certificate or driver's license, as the Association determines necessary or appropriate.

II. **OCCUPANCY** (pv)

- A. Each dwelling shall be occupied by a maximum of 2 adults with any of their dependents eighteen (18) years of age or older, not to exceed 3 total occupants. (Federal Income Tax returns may be required for proof of dependency).
- B. Categories of occupants
 1. Owners (and their responsibilities)
 - a. Owners are entirely responsible for their guests and tenants. The owner shall ensure that their guests and/or tenants comply with all of the requirements and Rules and Regulations of the Association.
 - b. Owners shall register each overnight guest at the Resort office upon arrival in the Resort.
 - c. Owners are responsible for immediate family members who stay as guests in alternate units.
 - d. Owners shall appoint an agent who is readily available to represent them when the owners are absent from the Resort.
 - e. Owners are responsible to be present in the Resort or have their agent register the tenant at the Resort office and supply the tenant with a copy

Rules and Regulations

of the Rules and Regulations, a mailbox key(s) and a gate code or remote control. Owners who fail to register their tenants on or before the first business day following their arrival in the Resort will be in violation of the Rules and Regulations of the Resort. Action may be taken against the owners. (gr)

- f. Owners permitting the use of their unit by anyone, while the owner is not in the Resort, shall notify their agent. Owners accept full responsibility for the conduct and actions of those using their unit(s).
 - g. An owner's immediate family shall be excluded from the age rule of fifty-five (55) years but are subject to the thirty (30) days per-calendar-year rule.
 - h. When a unit is rented, all rights to the services and facilities of the Resort to which that unit is entitled shall be relinquished by the owner to the renter. Section 719.105(3) Florida Statutes (gr)
2. Immediate Family
- a. Immediate family is defined as one's spouse or domestic partner; parents and grandparents; children, grandchildren, brothers, sisters and their spouses.
 - b. Adopted and step-family members are also included in immediate family.
3. Guests
- a. Guests are defined as temporary occupants of thirty (30) days or less who fail to meet the definition of immediate family.
 - b. Guests are subject to the age rules stated in Paragraph I.A. of these Rules and Regulations.
 - c. Guests under fifty-five (55) years of age may stay with owner, who meets the 55-year-old age rule, in owner's unit.
 - d. No guest is permitted to stay in the Resort for more than thirty (30) days per calendar year.
4. Tenants
- a. Tenants are defined as persons staying more than thirty (30) days per calendar year and/or paying the unit owner for the use of the unit.
 - b. Tenants are subject to the age rules stated in Paragraph I.A. of these Rules and Regulations.
 - c. Tenants, while absent from the Resort, are not allowed to permit the use of the unit by anyone without written permission of the owner. The owner's written permission must be filed in the owner's file in the Resort office.
 - d. Permitted guest(s) of an absentee tenant are subject to the age rules stated in Paragraph I.A. of these Rules and Regulations.

III. CONDUCT (pv) (hs)

A. Children

- 1. Children visiting the Resort shall not play on other units, unless invited.
- 2. Children's activities and conduct are the responsibility of their host.
- 3. Children under eighteen (18) years of age may not use any Resort facilities unless accompanied by an adult.
- 4. Children under sixteen (16) years of age may not use the spa/hot tub. (gr)

Rules and Regulations

5. The Association does not assume any responsibility for injuries or accidents occurring on common ground, resulting from non-compliance with these Rules and Regulations.

B. Bicycles

1. All persons using bicycles, skateboards, and "in-line" skates shall follow the rules of the road concerning speed, direction of travel, stop signs and use of lights after dark.
2. Persons traveling on the wrong side of the road, or going in the wrong direction, are doing so at their own risk.

C. Water Conservation

1. Water conservation rules of Manatee County apply at all times, and all occupants of the Resort are responsible to know and abide by them. A copy of the County's water conservation rules may be viewed in the Resort office. (gr)
2. Water restrictions are based upon property numbers; 2215 (odd) is the applicable number for the entire Resort.
3. Water may be used as follows:
 - a. Occupants may wash their dwellings no more than two times per calendar year.
 - b. Occupants may wash their vehicles on Wednesdays only.
 - c. No sprinkler systems shall be permitted on individual units.
 - d. Occupants are restricted to hand-held hoses when watering plants and trees on their units.

D. Vehicles in the Resort

1. The speed of vehicles within the Resort shall be regulated and all owners, tenants, and their guests shall observe the posted speed limit of ten (10) miles per hour. (hs)
2. Use of motor vehicles with loud mufflers and exhaust systems shall not be permitted in the Resort. (pv)
3. No on-street parking shall be allowed. (hs)
4. No motor vehicles shall be parked on the grass except in designated guest parking areas. (Additional parking shall be at such locations as designated by the Board for that purpose.) (pv)
5. Golf carts are prohibited, except golf carts owned by the Association. (hs)
6. Electric-powered or motorized mobility vehicles may be used in the Resort only by operators who are in possession of either a doctor-issued letter or a state-issued handicap permit. (hs)
7. Operators of electric-powered or motorized scooters and bikes, both two-wheeled and three-wheeled, may not exceed the posted ten (10) miles per hour speed limit. (hs)
8. Pickup campers, vans or van conversions may be used solely as a motor vehicle and/or a means of transportation for the purpose of entering or leaving the Resort, provided such motor vehicle will fit on the owner's unit. Otherwise, the motor vehicle must be parked in the recreational storage area while the owner or tenant is living in the Resort. (pv)

E. Open Fires (gr)

Rules and Regulations

1. There shall be no uncovered, open fires in the Resort.
 2. State/County approved firepots and chimineas are allowed except during county "fire bans".
- F. Boat Engines/Motors (ca)
1. Internal Combustion (motor) engines are prohibited from being used on Tojo Lake. Boats used for official Resort business are the only exception to this rule.
 2. Boats without power and electric-powered boat motors are permitted on Tojo Lake.
- G. Garbage and Trash (hs) (pv)
1. All garbage and trash shall be packed as directed by the Resort management.
 2. Occupants shall place garbage at designated sites for pick-up on the morning of the designated pick-up day.
 3. Burning of garbage/trash within the Resort or on property outside the fence is prohibited.
 4. Throwing or placing garbage, refuse, trash, stumps, debris anywhere within the Resort is strictly prohibited.
- H. Nuisances (pv)
1. Quiet time is from 11:00 PM until 8:00 AM. Every unit owner, tenant, and guest agrees to respect every other unit owner's, tenant's, and guest's entitlement to quiet enjoyment of the Resort.
 2. No nuisance, as determined by the Board, shall be allowed within the Resort.
 3. Any behavior that annoys occupants or interferes with their peaceful possession of their unit is forbidden.
 4. The use of remote controlled (RC) aircraft or drones in the Resort is prohibited.
- I. Damage to the Resort or its facilities caused by any owner, tenant, or guest, shall be repaired at the expense of the owner whose tenant(s) or guest(s) was responsible for the damage.
- J. Feeding Wildlife (gr) (hs)
- Feeding wildlife and freshwater fish in the Resort is prohibited. [Reference: Section 379.412 of the Florida Statutes (as amended from time to time)].

IV. FACILITIES (ca)

- A. The pool and spa will be open from 8:00 A.M. until 11:00 P.M. daily. No one shall be allowed in the recreation buildings wearing wet bathing suits, except for the purpose of using the rest rooms. Posted regulations for the pool, spa and other facilities must be followed.
- B. There shall be no smoking within fifteen (15) feet of any Tree Lakes facility.
- C. The Board shall approve, in writing, all requests for alcoholic beverages, to be served or consumed in or on common area of the Resort.
- D. The rest rooms in the clubhouse are available to all owners, tenants and guests from 7:00 AM to 11:00 PM daily.
- E. Cypress Room
1. The Cypress Room, pool room, library, and fitness room shall be open from 7:00 AM to 11:00 PM daily. The Activity Board has sole responsibility for

Rules and Regulations

scheduling the Cypress Room. The Association Board will then approve the Activity Board's schedule.

2. The Cypress Room will be open to all occupants for their enjoyment without specific approval of the Board. The only exception to this rule is when a specific social event is scheduled in the Cypress Room.
3. Preparations for special events should be accomplished without unduly disrupting scheduled groups such as card players, line dancing, et cetera. The Board must approve exceptions to this rule.

V. ANIMAL POLICY (gr) (hs) (pv)

A. Pet Section

1. No pet or animal other than dogs, cats and caged birds shall be permitted in the pet section. No pet or animal in the Resort shall weigh more than fifty (50) pounds.
2. No more than two (2) pets shall be kept in any dwelling.
3. All dogs and cats must be both licensed and vaccinated in accordance with County ordinances. All dog and cat owners must provide the Board with current license and vaccination certificates, and all renewals of licenses and vaccination certificates.
4. Pets shall be collared, leashed and kept under control at all time(s) when out of doors, except when in the designated pet exercise area. Leashes shall not exceed eight (8) feet in length.
5. Pets shall not be left outside unattended at any time.
6. All pet owners shall be responsible for immediately cleaning up after their pets.
7. The pet section is designated by the following unit numbers:
8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-101-102-103-104-105-106-107-108-108A-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-313-314-315-316-317-318-319-320-321-322.
(Referenced in Article 30 of the Association By-Laws)
8. Owners are restricted to walking their pets in the following areas only: the common grounds directly behind the units in the pet section, and to the center of the street in front of the units in the pet section.
9. When a pet becomes a nuisance to any neighbor or other person in the Resort, the pet owner will be subject to the enforcement rules outlined in Section VIII of these Rules and Regulations.
10. Pets must never be a nuisance to neighbors or any other person in the Resort. Pets are being a nuisance when they (1) wander or are left unattended in the Resort, (2) do their business and the owners do not immediately clean up after their pets, (3) cause physical harm or injury to any person in the Resort, and (4) bark loudly or vocalize excessively.

B. Non-Pet Section

1. Introduction and definitions
 - a. Both service animals and emotional support animals (hereinafter "ESA") are permitted in the non-pet section. Dogs are the only acceptable service animal provided for under the Americans With Disabilities Act of 1990. An ESA, which can be either a dog or a cat, is that animal

Rules and Regulations

recommended by a physician or other medical professional treating the owner/applicant who is seeking a reasonable accommodation from the Board. As used in this section of the Rules and Regulations, unit owners, tenants, and their guests are collectively referred to as owners.

- b. A service animal is defined as an animal that is trained to do work or perform tasks for the benefit of an individual with a disability. Tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheel chair, assisting with mobility or balance, or retrieving objects. An ESA is defined as an animal which is not individually trained, and which works, provides comfort and assistance, or performs tasks for the benefit of a person with a physical, emotional, or mental disability.
2. Approval of a service animal or ESA
 - a. All certified service animals living in the non-pet section of the Resort are approved regardless of their weight. However, emotional support animals approved for the non-pet section of the Resort must weigh no more than fifty (50) pounds.
 - b. Owners who assert that they suffer from a genuine disability and who, therefore, seek a reasonable accommodation from the Board, must have a physician or other medical professional complete the document entitled "Medical Certification Form." (See Appendix) However, owners with an obvious disability who use a service animal are approved under this section of the Rules and Regulations after providing a copy of the certification of the service animal to the Board.
 - c. Only current owners in the non-pet section, owners of service animals or ESAs who seek to purchase a unit in the non-pet section, and owners of service animals or ESAs who seek to rent a unit in the non-pet section for periods greater than ninety (90) days, qualify for review and approval under this section of the Rules and Regulations.
 - d. When an owner presents the completed Medical Certification Form to the Board, the Board decides whether the owner qualifies for a reasonable accommodation. If he/she qualifies, the Board notifies the owner in writing and the owner is permitted to purchase the ESA and bring it into his/her dwelling. The Board also requests the owner to complete and submit the Animal Care Safety Plan. (See 2.e. below) If he/she does not qualify, the request is denied.
 - e. All owners of service animals and ESAs must also complete the form entitled "Animal Care Safety Plan." There is one form for dogs and another form for cats. (See Appendix) When owners present the completed Animal Care Safety Plan form to the Board, they also need to present a copy of their animal's licensing and vaccination certificates. At that point the approval process is complete. However, when new licensing and vaccination certificates are issued, owners need to provide them to the Board.

Rules and Regulations

3. Compliance with the Rules for the Non-Pet Section

Once owners in the non-pet section have been approved to live with a service animal or ESA, they must obey the following rules:

- a. Owners must keep their animals under their control at all times. When walking their animal on their unit, the animal must be on a leash not to exceed eight (8) feet in length.
- b. Owners of ESAs are not permitted to walk their animals on the streets in the non-pet section. The only places where owners of ESAs are permitted to walk their animals in the Resort are on their own unit and in the dog exercise area in the pet section. Owners of ESAs must either carry or transport their animals to the pet exercise area.
- c. Owners must immediately clean up after their animal and must keep it out of the swimming pool, spa, and all other areas of the Resort where the animal may be a health risk.
- d. The service animal or ESA must never be a nuisance to neighbors or any other person in the Resort. The animal is being a nuisance when it (1) wanders unattended in the Resort, (2) does its business and the owner does not immediately clean up after the animal, (3) causes physical harm or injury to any person in the Resort, and (4) barks loudly or vocalizes excessively.

VI. DWELLINGS

A. Standards (gr) (pv)

1. Dwellings Allowed

- a. Tree Lakes Resort has been developed as a resort community consisting of units upon which only travel trailers, fifth-wheel trailers, motorhomes, park trailers and park models (hereinafter collectively referred to as dwellings) shall be placed.
- b. In order to maintain uniformity with regard to the quality and the nature of the dwellings which may be permanently placed upon any unit, no dwelling shall be placed upon a unit until the plans and specifications showing the shape, height, length, width, location, material and other significant features of the dwelling shall have been reviewed by Board or its duly authorized agents and a written report provided to the owner.
- c. All dwellings shall have a maximum length and width which must fit inside the five (5) foot setback area.
- d. All dwellings must include complete kitchen and bathroom facilities.
- e. All dwellings must comply with Manatee County ordinances.

2. New Dwellings

- a. All dwellings shall have a minimum length of twenty-four (24) feet.
- b. School buses and/or similar conversions, vans or conversion vans, pickup campers, pop-ups or any recreational vehicles or structures of similar nature may not be placed upon any unit in the Resort and used as a dwelling, except as noted in Section III.D.8 of these Rules and Regulations.

Rules and Regulations

3. Used Dwellings
 - a. A used dwelling that is intended to be placed on a unit in the Resort on a permanent basis must be inspected and approved by the Tree Lakes Planning Committee prior to bringing the dwelling into the Resort.
 - b. The owner of the used dwelling must pay all inspection expenses. Approval or denial will be based on a combination of age, appearance and condition of the dwelling. A written report will be provided by the Tree Lakes Planning Committee to the owner.
 4. Installation of Park Models and Park Trailers
 - a. The installation of park models and park trailers, including additions and alterations, must comply with all requirements of local, state and federal authorities, including Federal Emergency Management Administration (FEMA), regarding elevations in flood zones.
 - b. A building permit must be obtained from the Manatee County Building Department for the setup of all park trailers and park models.
 - c. Permits are also required for the construction of enclosed porches and/or room additions.
 - d. A Certificate of Occupancy must be issued by Manatee County prior to the dwelling being occupied.
 5. Permanent Dwellings
 - a. A permanent dwelling is one which is left on the unit year-round.
 - b. A dwelling being permanently placed on a unit in the Resort must be tied down and skirted within six (6) months after the dwelling is placed on the unit.
 - c. Skirting materials must be approved by the Board or its duly authorized agent.
 6. Temporary Dwellings
 - a. All temporary dwellings, such as travel trailers and RVs, parked on units for rental periods up to six months (6) and one (1) day must be registered at the Resort office, and are not required to be tied down and skirted. However, rental periods greater than six (6) months and one (1) day must be approved by the Board and the restrictions stated in 6.c below apply.
 - b. When the tenant of a unit leaves the Resort at the end of his/her rental period, he/she must take their travel trailer or RV with them.
 - c. When the owner of a unit, who has parked his/her travel trailer or RV on their unit, and has registered it at the Resort office as a temporary dwelling, must remove it from the unit when he/she leaves the Resort at the end of the owner's season. See 5. Permanent Dwellings (above) for converting a temporary dwelling to a permanent dwelling.
 - d. Travel trailer or RV owners who own their unit may, if they choose, rent space in the storage area for their travel trailers or RVs when they leave at the end of the season.
- B. Exterior Additions/Alterations (gr)
1. Additions
 - a. Permanent additions are allowed only to park models.

Rules and Regulations

- b. All additions must be constructed of material similar to the original dwelling.
 - c. Exterior additions or alterations must not be made to a dwelling or unit until the plans and specifications showing the shape, height, length, width, location, material and other significant features of the addition or alteration have been reviewed by the Board or its duly authorized agent and a written report provided to the owner. Manatee County permit may also be required.
2. Concrete
- a. Non-structural
 - 1) All units must have a concrete driveway of a minimum size to accommodate at least one (1) motor vehicle.
 - 2) Non-structural concrete must be poured to a minimum depth of three and one-half (3 1/2) inches with reinforcing rods, reinforcing wire mesh or fiber mesh, and shall drain toward the street.
 - 3) The concrete must not extend more than one and one half (1 1/2) inches above grade.
 - 4) Concrete must be installed by a licensed and insured contractor, (unless the area is less than thirty-two (32) square feet), be approved by the Tree Lakes Planning Committee and receive a permit from Manatee County Building Department. (gr)
 - b. Structural
 - 1) Any dwelling which requires a structural footing must have concrete poured to a width of at least eighteen (18) inches and a depth of six (6) inches with reinforcing rods, reinforcing wire mesh or fiber mesh, and shall drain toward the street.
 - 2) Structural concrete work must receive a permit from Manatee County Building Department and the Tree Lakes Planning Committee, and be installed by a licensed and insured contractor. (gr)
3. Temporary Additions
- Temporary additions to recreational vehicles such as travel trailers, fifth wheel trailers and motor homes will be restricted to screen rooms only, provided all of the following conditions are strictly met.
- a. The screen room must not be permanently attached to the recreational vehicle
 - b. The screen room must be made of aluminum or fiberglass screening.
 - c. The frame must be of a solid material from a commercial supplier.
 - d. Posts must be set on the concrete pad.
 - e. Screen room must be removed and stored in an enclosed storage area if the recreational vehicle is moved for any reason or if the owner or tenant is out of the Resort for more than thirty (30) days.
 - f. Only patio furniture is allowed in the screen room.
 - g. The screen room is not to be used as a storage area.
 - h. No attachments are permitted to the inside or outside of the screen room walls.

Rules and Regulations

- i. No external tie downs are permitted unless they are part of the original design.
 - j. The screen room must not encroach into the five (5) foot setback area.
 - k. The addition must be approved by the Board or its duly authorized agent.
4. Awnings (pv)
- All awnings and all loose items on an owner's unit must be secured and stowed away during the hurricane season, which begins June 1 and ends November 30. For unit owners who live in the Resort year-round, awnings and loose items should be secured and stowed away when they are out of the Resort for five (5) or more days during hurricane season.
- a. Aluminum patio awnings may be attached to a park trailer, park model or a recreational vehicle if the following criteria are met.
 - 1) The awning must be manufactured specifically for the recreational vehicle and must be attached to the recreational vehicle using the same channel designed for the canvas patio awning.
 - 2) Aluminum patio awnings may not be attached to temporary dwellings.
 - 3) Installation of all awnings must be approved by the Board or its duly authorized agent.
 - b. Awning Arms
 - 1) Awning arms may be extended vertically and set on the ground or on concrete.
 - 2) When the awning is used as a patio cover and the owner or tenant is out of the Resort for more than thirty (30) days, the awning arms must be lowered and the awning secured to the dwelling.
 - 3) Should the unit owner or tenant not lower and secure his/her awning arms while out of the Resort and a Resort employee is required to lower and secure them, the unit owner will be charged the prevailing wage, up to one hundred dollars (\$100.00).
 - c. Window Awnings
 - 1) Window awnings may not extend more than six (6) inches on each side of the window frames.
 - 2) When collapsed, window awnings may extend up to six (6) inches above and six (6) inches below the window frames.
 - 3) Multiple windows which are no more than two (2) feet apart may be treated as one (1) window for awning purposes.
 - 4) No window awnings larger than five (5) feet by eight (8) feet will be allowed without approval from the Board or its duly authorized agent.
 - 5) Window awnings may extend into the five (5) foot setback area provided the following criteria are met:
 - a) If two (2) dwellings have awnings facing each other, there must be at least three (3) feet of separation between the awnings.
 - b) If two (2) dwellings are so situated that the window awnings would not face each other, the awnings may extend up to four (4) feet into the five (5) foot setback area.
 - c) Awnings facing roadways may extend up to three (3) feet into the five (5) foot setback area.

Rules and Regulations

- d) All awnings, if by design are collapsible, must be lowered and secured when owners and tenants leave the Resort for more than thirty (30) days.
 - e) Should owners or tenants not lower and secure their window awnings while out of the Resort and a Resort employee is required to lower and secure them, the unit owner will be charged the prevailing wage, up to one hundred dollars (\$100.00).
 - 6) The Board or its duly authorized agent must approve the installation of all window awnings on all recreational vehicles, park models and park trailers.
5. Landings, Ramps and Stairs (gr)
- a. The minimum landing size shall be three (3) feet by three (3) feet.
 - b. Stairs must be designed with a maximum riser height of seven and three quarters (7 3/4) inches and a minimum tread depth of nine (9) inches.
 - c. There shall be a maximum of three sixteenth (3/16) inch variation in height of all risers within a flight of stairs.
 - d. Landing, ramps and stairs shall not be installed in the five (5) foot setback area unless approved by the Board under the Florida Fair Housing Act (FFHA).
6. Setback Area Requirements
- a. Before a unit owner makes any changes to the exterior appearance of his/her unit, the unit owner is required to apply, in writing, to the Tree Lakes Planning Committee for approval.
 - b. No permanent encroachment shall be allowed above the finished grade in the five (5) foot setback area except for air conditioning equipment, propane tanks and other amenities required for utility service such as heat, hot water, etc.
 - c. Bay windows are permitted within the five-foot setback area, but there can be no extension of any kind into the five-foot setback area below the bay windows.
 - d. If eaves and gutters are at least eight (8) feet above grade, they may extend two (2) feet into any required setback area, but not nearer than three (3) feet from a unit boundary line.
 - e. Tip outs, slide outs, ramps, landings and stairs are specifically prohibited within the five (5) foot setback area except as allowed in paragraph 5d above.
 - f. The Tree Lakes Planning Committee will inspect the project upon completion to insure compliance with permit and current guidelines.
7. Patio Roof
- a. Carports are specifically prohibited under Article 31 of the Tree Lakes By-Laws.
 - b. A patio roof alongside a dwelling is permissible.
 - c. When an owner is out of the Resort for more than thirty (30) days, their vehicle may be stored/parked either on the designated driveway or under cover of their patio roof.

Rules and Regulations

C. Outside Storage (gr)

1. There may be one (1) free-standing storage structure allowed on each unit.
2. The storage sheds may be no larger than sixty-four (64) square feet by eight (8) feet in height from floor to outside peak. Storage sheds must comply with applicable County requirements for size, placement and permits.
3. No storage shed shall be placed in front of a dwelling, nor where it will impair the front sight line of an adjacent dwelling.
4. The storage building shall be a manufactured white or off-white aluminum structure or be constructed and sided with material the same as the dwelling in both style and color.
5. On-site constructed sheds, which are coordinated with the owner's dwelling, are permitted on units, with the approval of the Tree Lakes Planning Committee.
6. Each building shall be anchored as required by the Tree Lakes Planning Committee.
7. Items such as grills, bicycles, tricycles and patio furniture items may sit outside an owner's dwelling.
8. Outdoor items must be removed when the owner or tenant is out of the Resort for more than thirty (30) days.
9. Picnic tables must be turned upside down when the owner or tenant is absent for more than thirty (30) days.
10. Garages are not permitted in the Resort.

D. Landscaping (gr)

Owners are encouraged to landscape their unit(s).

1. The Tree Lakes Planning Committee must approve the location, relocation or removal of any trees prior to the planting or removal.
 - a. All trees planted must be approved for the species and location by the Tree Lakes Planning Committee. Species of trees must be from the approved list of plantings in the "Right Tree for the Right Place" booklet, which is available in the Resort Office.
 - b. A government permit may be required to remove a tree.
2. All bushes, plants and shrubs must be maintained in an attractive appearance at all times.
3. Planting procedures
 - a. A written request must be submitted to the Tree Lakes Planning Committee, showing buildings, driveways, sheds and location of proposed plantings.
 - b. Solid bordering material must not project more than two (2) inches above the ground.
 - c. Owners are encouraged to review plantings within the five (5) foot setback area with the adjoining owners.

E. Outdoor Lighting (hs)

1. Lights are permitted during holiday seasons.
2. Lights along walkways and stairs installed for safety reasons are permitted.
3. Decorative lights installed to enhance the aesthetic appearance of dwellings, and additions, such as Florida rooms and decks, must first be approved by

Rules and Regulations

the Tree Lakes Planning Committee, and must not disturb the peace and well being of all next-door neighbors.

4. Refer to Paragraph III.H.1. of these Rules and Regulations for lighting hours.
- F. Condition of Property (pv)
1. Exterior appearance
 - a. Owners and tenants must maintain the exterior appearance of their unit in a neat, clean and orderly condition.
 - b. If any owner or tenant fails to maintain their unit in a clean and orderly condition, the Board reserves the right after ten (10) calendar days written notice to such owner or tenant, to enter the unit, clean up and maintain the unit in a manner sufficient to prevent the structure or property from creating an unsightly appearance within the Resort.
 - c. The cost for such clean up shall be charged to the unit owner.
 2. The Association Board, its officers, agents and employees, along with the employees of outside companies who furnish utilities and other related services to the Resort, have the right of access to all units in the Resort for the purpose of inspection and maintenance of utilities and all other such service facilities. The Association Board may schedule access during any reasonable hour of the day and will notify unit owners in advance. In the case of emergencies, however, immediate access will be required. (gr)
 3. Yard light posts
 - a. All units are required to have a black exterior light post with the unit number marked on the post.
 - b. The light must be lit from dusk to dawn every day of the year.
 4. No installation or construction of temporary or permanent structures shall be permitted on common ground.
 5. Changing the elevation or contour of the ground by adding or removing dirt, shell or other fill is not permitted. The mean elevation of all units has been filed with Manatee County for the purpose of flood plain inspections. Also changes in the elevation could impede the approval of permits. Any change in the natural drainage could have a detrimental effect on your neighbor's property or the common area.
 6. Moving or removing survey stakes is not permitted. All units have been plotted and measurements taken from the stakes. If you need assistance in locating survey stakes, see a member of the Tree Lakes Planning Committee or the Resort office.
 7. TV dishes twenty-four (24) inches in diameter or less must be installed on top of or on the side of the dwelling or shed. Temporary dishes for fifth wheel trailers, travel trailers or motor homes may be set on the concrete slab only.
 8. Clothes may be hung on umbrella-type clotheslines only and may be used until 6:00 PM, at which time all clotheslines must be collapsed.

Rules and Regulations

VII. GENERAL

A. Motor Vehicles (pv) (hs)

1. All motor vehicles (except for motor homes being used as dwellings) of owners, tenants, or guests must be parked entirely upon the owner's unit or in the areas provided for parking.
2. Only one (1) motor vehicle per unit will be allowed, except where adequate hard surface parking exists.
3. All boats, boat trailers, campers, pop-ups, carrier trailers and all other RV units not being used as dwellings or primary transportation shall be parked in the recreational storage area in spaces assigned by the Board.
4. Commercial vehicles may not be parked in or about the Resort, without consent of the Board, except for delivery purposes or service work.
5. Minor repairs to motor vehicles, boats, trailers and the like, may be made in designated part of the recreational storage area.
6. No major maintenance or repair of motor vehicles, including oil changes, shall be permitted while vehicles are located within the Resort.
7. Inoperative motor vehicles
 - a. Such vehicles must be removed within three (3) days after a written notice has been mailed to the owner.
 - b. If the owner, within the stated time period, does not comply and remove the vehicle, then the owner shall be obligated to pay for all removal and clean-up services.
 - c. The owner shall pay the Association an amount equal to the actual cost of such clean-up services, plus a service fee of twenty percent (20%) of such amount.
 - d. The minimum charge for such services shall be fifty dollars (\$50.00).

B. Association Employees and Equipment (ca)

1. No owner, tenant, or guest shall request or cause any employee of the Association to undertake any maintenance or other private service on behalf of the owner, tenant or guest except on the employee's personal time.
2. In the event that an employee of the Association shall, for any reason, provide services to an owner, tenant or guest, on Association time, such owner, tenant or guest shall be assessed for the cost of such services at a minimum hourly charge of fifty dollars (\$50.00).
3. The only equipment and tools available for use by owners are stored in the shuffleboard shed along with the recreational equipment. Such equipment must be signed in and out and returned within forty-eight (48) hours.
4. Owners, tenants or guests using Association equipment are fully responsible for the equipment and for any risk involved in its use.

C. Lawful Use (gr)

1. Unlawful use of any unit is prohibited.
2. All valid laws, zoning ordinances and regulations, of all governmental bodies having jurisdiction, shall be observed.

D. Commercial Enterprises (pv)

1. All units are for residential use only.

Rules and Regulations

2. No unit shall be used for any business, commercial, manufacturing, mercantile, storage, vending, sales or other nonresidential purpose. However, an owner may maintain a home office or home business in his/her unit, provided he/she does not violate rules regarding noise and signs.
 3. Outside vendors are not permitted to solicit within the Resort at any time.
- E. Signs (pv)
1. Personal signs, advertising, or other displays, are forbidden in the Resort, except for one (1) "For Sale" sign, or one (1) "For Rent" sign on a unit.
 2. The sign, which cannot exceed four (4) square feet, can be displayed on either the dwelling or the shed.
- F. Schools and Churches (gr)
1. No organized school, church or similar institution of any kind shall be maintained, conducted or operated within the Resort.
 2. This does not preclude short-term courses for the benefit of residents, their families and guests, or special services or training approved by the Board.
- G. Mining and Drilling (gr)
1. Mining of any kind is prohibited in the Resort.
 2. The drilling of wells of any kind is prohibited in the Resort.
 3. The Association may install wells to irrigate common areas, should the need arise.
- H. Zoning (gr)
1. The cooperative property lies within a "PDRV" Travel Trailer Park District, as the same is defined by the currently existing Manatee County Comprehensive Land Use Plan and Regulations.
 2. Any use of the cooperative property or the individual units shall be further subject to and limited to the uses permitted under such ordinance.
- I. Paid Storage Area (ca) (pv)
1. The four storage lot sizes and the number of lots available for each size are as follows:
 - a. Extra large - 2 lots (variable, over 700 sq. ft.)
 - b. Large - 25 lots (14 ft by 45 ft., 620 sq. ft)
 - c. Medium - 20 lots (14 ft. by 35 ft., 490 sq. ft.)
 - d. Small - 22 lots (14 ft. by 25 ft., 350 sq. ft.)
 2. Rental fees are established by the Board on a periodic basis.
 3. All items parked on each lot must fit within the boundaries of the lot leaving two and one half (2 1/2) feet on both sides of each lot and five (5) feet from stored items to the fence, for mowing.
 4. All rental fees are due for payment each year, in advance, on or before October 1st. The rental period for all lots is October 1 through September 30.
 5. All stored vehicles, boats and trailers must have a current state registration, except for utility trailers not licensed for use on roads and highways.
 6. All stored items will be provided with an annual payment sticker.
 7. All persons using the storage area who are not in strict compliance with the above rules will risk cancellation of their rental agreements and removal of all related stored items.

Rules and Regulations

8. Stored items not removed by their owners will be towed away at the owners' expense.
9. All persons using the storage area who are delinquent in paying their annual rental fees will be charged a late fee of twenty-five dollars (\$25.00) per month and are at risk of having their stored items towed away at their expense.

VIII. ENFORCEMENT (gr) (pv) (hs)

Enforcement of these rules is the responsibility of all residents of the Resort. If any resident witnesses a violation of these rules, he/she should follow the steps listed below.

A. Steps In Enforcement

1. An owner, tenant or guest is alleged to have violated a rule (hereinafter referred to as "offender").
2. A witness to the alleged violation or the person injured by the alleged violation, delivers a written, detailed, signed complaint to the Board.
3. The Board appoints a three-member compliance committee (hereinafter "CPC"). (The Board may at its discretion, include one unit owner from the pet section and two unit owners from the non-pet section.)
4. If the complaint is pet-related, the Board refers it to the CPC; if the complaint is non-pet related, the Board gives the complaint to the Home Owners Committee ("HOC"). The Board directs either committee to meet with the offender, witnesses, and, if applicable, the person injured by the alleged violation.
5. The CPC or HOC gathers evidence of what happened and attempts to mediate a settlement with the offender and, if applicable, with the injured person. If a settlement is reached, the CPC or HOC meets with the Board.
6. The CPC or HOC and the Board review the terms of the settlement and, if the Board agrees with the terms of settlement, the complaint is closed and no further action is taken.
7. On the other hand, if after ten days the CPC or HOC is unable to mediate a settlement, the CPC or HOC refers the matter to the Board.
8. The Board and the CPC or HOC jointly decide if the complaint has merit. If the complaint has merit, the CPC or HOC prepares a written notice of the complaint and either delivers it in person to the offender who signs for it, or, if undelivered, mails it to the offender "certified mail, return receipt requested". The notice of complaint includes (1) a statement of the nature of the alleged violation and what rule(s) are alleged to have been violated, (2) the date or dates on which the alleged violation occurred, (3) the fact that the Board has the authority to levy and impose fines, and (4) a call to the offender to appear at a public hearing with the Board during the next fourteen (14) calendar days.
9. At the public hearing, the offender, all witnesses, the injured person, and members of the CPC or HOC will each be given an opportunity to present their evidence regarding the complaint and to respond to questions from the Board.
10. After the public hearing, the Board will decide the case on the merits of the evidence presented. If the Board decides in favor of the offender, the case is

Rules and Regulations

dismissed and no further action is taken. If, however, the Board decides against the offender, and a person has been injured by the violation, the Board will order the offender to fairly compensate the injured person and the offender must state publicly to the Board that he/she will not repeat the violation.

11. If the offender fairly compensates the injured person, the complaint is closed and no further action is taken.
 12. However, if the offender disagrees with the Board and refuses to act in accordance with the Board's decision, the Board will once again order the offender to fairly compensate the injured person. In addition, the Board will levy a fine against the offender of one hundred dollars (\$100.00) per violation, up to one thousand dollars (\$1000.00) in the aggregate.
 13. In conjunction with the fine, the Board appoints a three-member independent owners committee ("IOC") to decide whether the levied fine is appropriate. The IOC's decision is final. If the IOC decides against the fine, no fine is levied. If the IOC decides in favor of the fine, the Board will impose the fine against the offender.
 14. If the offender agrees, at this point, to comply with the Board's decision to fairly compensate the injured person and to pay the fine, the case is closed.
 15. If the offender refuses to comply with the Board's decision, the Board may proceed to collect the fine due by pursuing either mandatory, non-binding arbitration, where specified by FS 719, or legal action in a court of competent jurisdiction. In the event the Board prevails in this legal action, all costs and reasonable attorneys' fees incurred by the Board will also be collected from the offender.
- B. Additional Enforcement Actions
- If more than one complaint is filed against the same person for similar, alleged violations, and the complaints are proven to be true and correct, the Board may take any one or more of the following actions:
1. If repeated complaints involve an owner/offender whose pet in the pet section, or whose service or emotional support animal in the non-pet section has become a nuisance to a neighbor(s), the owner/offender may be required to remove the pet, service or emotional support animal from the Resort after receiving written notice from the Board and appearing at a public hearing with the Board, the complainant(s) and witnesses.
 2. The offender may be banned from using any of the public facilities in the Resort, such as the clubhouse, the pool and spa, and the activities courts.
 3. The offender may be ordered to leave the Resort.