

# **RULES AND REGULATIONS**

## **TAHITIAN PLACE HOMEOWNERS' ASSOCIATION, INC.**

**EFFECTIVE \_\_MAY 1, 2025**

The following Rules and Regulations have been adopted by the Tahitian Place Homeowners' Association, Inc., to assure residents that the Unit Property will be used in a manner providing the greatest benefit and enjoyment for all persons and defined in part as the responsibility:

### **OWNER RESPONSIBILITIES**

- Building exterior – includes gutters and downspouts
- Porches and patios
- Grounds surrounding a unit
  - Landscaping
  - Removal of dying or dead trees\*, hedges and plantings (with board approval; see section on Exterior Modification Form [EMF] for details)
- Exterior wall of unit to inside shared wall
- Front light post
- H03 Homeowners insurance annually with a copy submitted to the Property Management Co.
- Flood insurance annually with a copy submitted to the Property Management Co.

\*Each owner is responsible for the trees located on their property. The owner is responsible to provide a copy of their property survey upon request.

### **ASSOCIATION RESPONSIBILITIES**

- Water
- Sewer
- Garbage
- Common areas and common area trees (or limbs)
- Lawn mowing
- Shrub trimming (two times per year)
- Carports

These Rules and Regulations are required to be observed by all residents, whether they are owners, renters, or guests, and provisions for their strict enforcement are established in the Declaration of Covenants and under the Laws of the State of Florida.

Ex-A

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Rule 1 **Designated Single-Family Community and Homeowners' Association**

Tahitian Place Homeowners' Association, Inc. (hereinafter referred to as the Association) is a single-family community. The Association Documents: By-Laws, Declaration of Covenants and these Rules and Regulations in this regard must be strictly adhered to by all residents and guests. All residents and guests are required to abide by the Rules and Regulations and all Occupants are required from time-to-time to update the occupancy information. Additionally, all residents and guests are required to understand the Rules that will demonstrate the intent of the Association to be a single-family community.

Rule 2 **Additions and Replacement of Additions to Unit Property**

- A. Written approval is required before any construction is begun. This approval must be given to the Property Management Company on behalf of the Board of Directors in order for the Unit Owner to proceed. Documentation that must be submitted by the Unit Owner before written approval will be granted is as follows:
  - 1. Association Approval Exterior Modification Form (EMF) see Attached Exhibit "A" completed and submitted to the Property Management Company.
  - 2. A copy of the contractor's proposal.
  - 3. A copy of the contractor's license and applicable city permit along with Workmen's Compensation and Liability Insurance, with Unit Owner named as the Additionally Insured, and such document must be submitted to the Board of Directors through the Property Management Company.
- B. Additions or replacement additions must comply with the restrictions listed in this Rule by type. (These restrictions are effective from the date of these Rules and Regulations and do not affect prior installations.) The Board of Directors and Property Management Company will ensure that these changes comply with the Rules and Regulations of the Association.
  - 1. Exterior surface coverings (front porches and rear patio slabs that are not enclosed):
    - a. Concrete – Valspar concrete stain, shell color (must be slip resistant)

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- b. Outdoor Carpet (must be glued down) or Concrete – Green (carpet) / Shell Valspar Concrete Stain
- 2. Gutters on Buildings
  - a. Material – Aluminum
  - b. Color – Dark Brown
  - c. Size – To be determined prior to installation (preferably 5" or 6").
- 3. Rear patio enclosures may be screen or glass enclosed. Beige or brown blinds or shades should be installed at all screened walls if the rear patio or lanai is utilized as a storage area or laundry area.
  - a. Material – Wood or Aluminum
  - b. Color – All exterior aluminum to be dark bronze. Wood replacement is to be the same color as trim.
  - c. Screening – Charcoal (appears to be bronze)
  - d. Style – One (1) outside door is required. The design must be consistent with the community.
  - e. Height – Not to exceed eave line of the building.
- 4. Rear patio roof covers (see patio enclosures Rule 1, B, 3a, b, d, and e above)
- 5. Screened Doors (front porches)
  - a. Material – Aluminum
  - b. Color – Bronze
  - c. Screening is charcoal (appears to be bronze)
- 6. Glass Window Replacements – Frame color to be brown or dark bronze for front, side and rear windows and are to conform to current window style.
- 7. Hurricane or storm shutters/panels:
  - a. Design and installation of permanent storm shutters/panels on sliding glass doors and windows must first have approval of the Board of Directors or Property Management Company.

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- b. Temporary storm shutters/panels may be put up only when there is a hurricane watch/warning and removed within 72 hours (no longer) after such hurricane watch/warning has been lifted. These storm shutters/panels cannot be left up permanently.
- 8. Carports:
  - a. Material – Aluminum
  - b. Color – White with brown (SW 2808 Rookwood Dark Brown Victorian) trim.

**Rule 3     Noise and Disturbances**

Noise levels must be kept within acceptable standards at all times. During the hours of 10:00 p.m. to 8:00 a.m., conversation levels and volume levels of electronic equipment and musical instruments must be kept so that the same cannot be heard outside the Unit. All workers must end their workday by 6:00 p.m., except in the case of an emergency or special circumstance.

Loud discussions and use of foul language is prohibited. No loud noises such as car stereos, televisions, loud music, or loud parties, etc., at any time. No alcoholic beverages are to be consumed within the common areas of the community.

This is a small community; please observe the ten (10) mile per hour speed limit.

**Rule 4     Maintenance of Unit Property**

Unit Owners or Occupants are reminded that the surrounding property around the grounds (See Attached Exhibit "A") and outside of each Unit are the maintenance responsibility of the owners to keep clear from clutter at all times. Unit Owners or Occupants shall not store or otherwise leave their personal property lying about these grounds. Any exterior decorations must receive prior approval by the Association before being placed.

- A. Unit Owner or Occupant shall service, care for and maintain the Unit Property:
  - 1. As provided in the Declaration of Covenants and Restrictions and these Rules and Regulations of the Association.

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2. As directed, permitted, or supervised by the Board of Directors through the Property Management Company.
  3. Any contractor for outside work must be licensed and insured and have the approval of the Board of Directors or Property Management Company prior to the start of any work.
  4. If a City of Dunedin building permit is required for any work, a copy of the permit and the contractor's certificate of insurance must be provided to the Board of Directors through the Property Management Company and the permit must be posted at the Unit.
  5. Exceptions to the above must be approved by the Board of Directors through the Property Management Company.
  6. No wash or wash lines are to be visible from the street or the lanai or screened porch unless covered with beige or brown blinds.
  7. No litter of any kind anywhere.
  8. Watering with a hose and water usage should be kept to a minimum. Please do not waste water.
    - a. The end of the hose must have a spray nozzle to control the waterflow and eliminate unnecessary water use.
    - b. An owner may wash their vehicle; however, car washing is limited to 15 (fifteen) minutes per wash.
- B. Maintenance or service request:
1. Should a Unit Owner or Occupant have a request for routine service, care or maintenance of the Common Area, it shall be made, in writing, to the Property Management Company containing the specific nature of the problem or the work to be done.
- C. Insurance
1. All Unit Owners must provide a Certificate of Insurance to the Property Management Company as proof that a homeowners' insurance policy is in effect (HO-3). For a rental unit, a DP-3 policy is necessary.

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## D. Other

1. No garage sales or selling items out of the house or vending at any time.
2. No working on vehicles at any time.
3. Vehicles that leak oil or other fluids are prohibited from the community.
4. The sewage disposal lines are shared between various properties. In the event of a sewage line clog, the following percentages shall be utilized to share in the expense to clear the blockage See Attached "Exhibit A". Unit owners are encouraged to contact property management to remedy a clog/break first; otherwise, there is a risk that reimbursement will not be approved.

|                                |                                                          |
|--------------------------------|----------------------------------------------------------|
| Units 1-2-3-4-5-6:             | One-sixth (1/6) of total blockage bill shall be shared   |
| Units 7-8-9-10-11-12:          | One-sixth (1/6) of total blockage bill shall be shared   |
| Units 13-14-15-16-17-18-19-20: | One-eighth (1/8) of total blockage bill shall be shared. |
| Units 21-22-23:                | One third (1/3) of total blockage bill shall be shared.  |
| Units 23-24-25-26-27-28-29-30: | One-eighth (1/8) of total blockage bill shall be shared. |
| Units 31-32-33-34-35-36-37-38: | One-eighth (1/8) of total blockage bill shall be shared. |

5. The following square footages (as a total percentage) shall be applied using the square footage as the numerator and 18,282 as the denominator to apportion the cost of an exterior maintenance to the common area property done by the association:

|                              |             |
|------------------------------|-------------|
| Units 1-3-5-7-9-12-13-16-18  | 681 sq. ft. |
| Units 2-4-6-8-10-11-14-15-17 | 495 sq. ft. |
| Units 25-29-32               | 692 sq. ft. |
| Units 26-30-31               | 585 sq. ft. |
| Units 21-24-28               | 694 sq. ft. |
| Units 22-23-27               | 595 sq. ft. |
| Units 20-33-36-37            | 592 sq. ft. |
| Units 19-34-35-39            | 708 sq. ft. |
| Unit 39                      | 576 sq. ft. |

6. Any costs apportioned pursuant to D (4) and D (5) shall be an assessment against the Unit.

**Rule 5     Landscaping of Unit Property**

Upon written approval of the Board of Directors through the Property Management Company, Unit Owners or Occupants may make additional plantings within the landscaped property surrounding their Unit, subject to the following restrictions and conditions:

**A. Plantings:**

1. Permitted – Annuals or perennials
2. Not permitted – Trees, fruit trees, artificial trees, or artificial plants in the landscaped area.
3. Mulch Permitted – pine needles, shell, stone
4. Mulch Not Permitted – cypress mulch, pine tree bark

**B. Planting Location:**

1. Permitted – Planted areas or within the Unit Owner's front porch or back patio.
2. Not permitted – Grass is not to be removed to create a plant bed. No planter boxes are to be attached to a unit's exterior walls.
3. No planting permitted on common grounds.

**C. Cost of Plantings:**

1. This cost is the responsibility of the Unit Owner or Occupant, and such costs will not be given consideration as part of the Association's on-going landscape maintenance.

**D. Maintenance:**

1. It is the Unit Owner's or Occupant's responsibility. Should the plantings and trees not be maintained in an acceptable manner or cause damage to the building, the Association reserves the right to notice the Unit Owner first, then remove the plantings or address the trees at its discretion and charge the Unit Owner for such costs as an assessment against the Unit.

**E. Damage to Plantings:**

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1. It is not the responsibility of the Association if damage is caused by the lack of care by the Unit Owner, Occupant, or Act of God.

F. Exterior Holiday Decorations:

1. Decorations are permitted but must be confined to the immediate area of the front porch or enclosed patio/lanai and may not be displayed or hung from any exterior walls, landscaped area, porches, walkways or side or back yards. Holiday decorations must be removed within seven (7) days after the holiday.

Rule 6 **Personal Property Storage and Usage on Unit Property**

Porches, open porches, rear patios and courtyards shall not be used for the long-term storage of personal property or for hanging or cleaning garments or other household items. No drying of laundry will be permitted outside of the Units or in the courtyards or patio areas. Rear patio areas, whether enclosed or not, must always be kept in a clean and neat appearance.

Rule 7 **Occupancy of Unit**

Occupancy Requirements:

- A. No business of any kind may be conducted in or from the residence.
- B. Visitors may stay for a duration of no longer than 21 (twenty-one) consecutive days during a six (6) month period. Owner must notify property management if guest is parking on premises and provide property management with make and model and tag of vehicle.
- C. Any child under 14 while visiting any Owner or Occupant and using the common areas and park facilities must be accompanied by an adult at all times.

Rule 8 **Pets**

- A. In accordance with the Declaration of Covenants and Amendments, pets are restricted as follows:
  1. Board approval is required for any pet.

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2. A Pet that is permitted must be less than 25 pounds and is to be kept only on the limited area specific to the Unit Property or within the Unit by the Owners or Occupants.
3. The number of pets permitted per Unit is limited to two cats and one dog, or one cat and one dog, and shall be of a weight that does not exceed twenty-five (25) pounds at maturity. A guest's pet is permitted only with the approval of the Board of Directors through the Property Management Company and are bound by these same rules. A guest's pet may only stay as long as a guest is permitted to stay.
4. In the State of Florida, it is required by law that each dog, cat, and ferret over the age of four (4) months receives a rabies vaccination. Proof that an Owner's pet has received a rabies vaccination must be submitted to the Property Management Company.
5. In Pinellas County, it is also required that you obtain a license for your pet. Proof that an Owner's pet has an up-to-date license for their pet must be submitted to the Property Management Company.
6. No feeding of any wild animals. Bird feeders are not permitted on any property.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot other than such animals may be considered household pets and kept upon such lot. Any pet owner shall strictly observe the City of Dunedin leash law, County of Pinellas, and State of Florida general law. All pets must be strictly controlled at all times and not become a nuisance, or by constantly barking, annoying other residents. No animal waste shall be permitted on the common elements, or individual unit owners' property, nor shall waste be allowed to remain on individual lots. Owners with tenants reserve the right to specify to their renters whether pets are permitted on their property.
8. According to Pinellas County Code, Chapter 14 – Animals: Section 14-30, 4: Public Nuisance Animals – “Placing food or garbage, allowing the placement of food or garbage, or offering food or garbage in such a manner that it attracts cats, dogs, raccoons, coyotes or other wildlife and thereby creates a public nuisance.”
9. According to Pinellas County Code, Chapter 14 – Animals: Section 14-62 (a): Dogs or cats at large: “No dog or cat shall run at large within the county, as defined under this article. Any person who possesses, harbors, keeps, or has control or

custody of any dog or cat which is running at large shall be in violation of this article, regardless of the knowledge, intent, or culpability of the owner."

## Rule 9 Garbage Disposal

A. Subject to Dunedin's City Code, which shall take precedence, garbage and trash disposal is as follows:

1. Garbage containers:

- a. The Association provides a garbage dumpster at the entrance of the community. Please bag all garbage and place in the dumpster. The lid shall always remain closed.
- b. Grease must not be disposed of through drain lines. Fat or grease should be disposed of in the trash in a closed container and placed in the dumpster.
- c. Sanitary/Flushable wipes and feminine hygiene products shall not be flushed/disposed of through drain lines. These must be disposed of in a closed container and placed in the dumpster.
- d. Garbage days are Monday, Wednesday and Friday of each week.
- e. The disposal of large items that do not fit into the dumpster is allowed by contacting the Property Management Company to make special arrangements with the City of Dunedin for proper disposal. The additional dump fee will be passed on to the Unit Owner or Occupant for reimbursement of the disposal fee.
- f. All boxes must be broken down and flattened out prior to disposal in dumpster.
- g. There is absolutely no dumping around the dumpster. Special collection of a large item is available by FIRST calling the property management office and paying the special pick-up fee. The item may be placed on the right (north) side of the dumpster late Tuesday evening or early Wednesday morning. The special pick-up has a bulk collection fee paid to the Association through the property management company.

**Rule 10 Maintenance of Unit Exteriors**

Each Homeowner has the sole responsibility for the maintenance and repair of the unit building and interior portions. No Unit Owner or Occupant shall make any exterior repairs, alterations or modifications or paintings unless it conforms to the existing color and styles of the community. No exterior enclosures, patios, storage sheds or other structures whatsoever may be installed in, hang from, or constructed upon, the areas or within the rear or side patio areas. Please keep our community neat and tidy.

All exterior modifications and changes to the exterior of the common areas must be approved by the Board of Directors. An Exterior Modification Form (EMF) (see attached) must be completed with pertinent information and then turned into the Board of Directors through the property management company for review by the Board.

Any owner who receives correspondence from the Board of Directors through the property management company that their unit requires exterior repair(s) must complete such repairs within 30 days from the date of notice. If the repairs have not been completed in the allotted time frame, the unit owner will be in violation and the Board of Directors shall have the authority to notice such, vote to approve a fine amount, then turn the violation over to the Fining Committee for action at a duly called meeting.

Real estate sales or For Rent signs may be used and located in the front window and no larger than 18" x 24".

**Rule 11 Notices**

All official notices of the Association shall bear the signature of an officer. In the alternative, official notices may bear the signature of the Property Management Company. No Board member shall make, circulate or post notices of any kind or type whatsoever which purport or represent to be an official notice of the Association through the Property Management Company.

**Rule 12 Parking and Vehicles Permitted on Unit Property**

Parking of vehicles and those vehicles permitted to be parked on Unit Property are subject to the following restrictions and conditions:

A. Number of vehicles and vehicle description:

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1. Each Unit Owner or Occupant has one (1) designated marked parking spot in their own marked designated area. Each Unit Owner may not have more than two (2) vehicles per unit. Any second vehicle may not be parked in the designated marked parking space.
  2. Unit Owners or Occupants are limited to transportation vehicles. A transportation vehicle is defined as:
    - a. Cars
    - b. Scooters
    - c. Vans, minivans, sport utility vehicles
    - d. Station wagons
    - e. No double parking (one behind the other).
  3. Not permitted to be parked and will be towed at owner's expense are defined as:
    - a. Boats or watercraft
    - b. Motorcycles
    - c. Inoperative vehicles or unregistered vehicles. Violators will be towed at owners' expense.
  4. Permitted for 48 hours to load and unload (Unit Owner or Occupant only)
    - a. RV's or moving vans
    - b. Trailers
- B. Additional Parking:
1. Owners with a second vehicle may park in the visitors' spot. No Unit Owner, Renter, or Guest may park in another Unit Owners' designated spot without an Owner's permission and filed with the Property Management Company. No one with a designated parking spot under a carport may park in a visitor spot except on a rain day to wash their vehicle. After the rain subsides, the vehicle must then be returned immediately to their designated parking spot under the carport.
  2. Landscaped area – NO parking permitted! (No wheels on grass).

**Rule 13 Leasing and Sales of Unit Property**

Upon receipt of the required documents, application and associated fees, and with prior written approval by the Board of Directors or the Property Management Company, each Unit Owner has the right to lease his/her Unit, subject to the terms and conditions of the Planned Residential Development Certificate of Amendment and Restatement of Restrictions and the following Association conditions and Rules and Regulations.

It is the responsibility of the Unit Owner to inform any agent or individual acting in the Unit Owner's behalf to ensure compliance with the following conditions and restrictions:

**A. Occupancy:**

Tahitian Place is a single-family community. Each Unit is a single-family dwelling.

1. Requirements of all Occupants and Guests are for all to abide by the association documents: Declaration of Covenants, By-Laws and these Rules and Regulations.
2. Unit owners must own their unit(s) for a period of two years after purchase before being permitted to rent their unit to a board-approved tenant.
3. The minimum rental period of any unit is three months.

**B. Documentation required:**

1. A completed Association Application Form with each applicant's information.
  - a. A \$100.00 Application fee per person is required for all applicants eighteen (18) years or older either a lease or sale.
  - b. Background checks are required for all permanent Unit Owners and Renters.
  - c. The property management company must complete the tenant check. Unit Owner's verbal approval is unacceptable.
2. A copy of driver's license for each applicant.
3. A copy of the proposed Lease or Sales Contract. Pursuant to the city of Dunedin Ordinance, the minimum rental period for a unit is no less than three (3) months.
4. A signed form stating that the buyer applicant has received a copy of the Tahitian Place Homeowners' Association Documents, which are the Declaration of Covenant and Restrictions, Articles of Incorporation, By-laws and a copy of these

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Rules and Regulations and agrees to abide by these documents. A signed form stating that the tenant applicant will receive only a copy of these Rules and Regulations and must also agree to abide by them.

## C. Personal Interview:

1. A personal interview with the lessee or new buyer by a member of the Board of Directors through the Property Management Company is required within two (2) weeks of a tenant taking occupancy or the scheduled closing of a sale of the Unit Property.
2. The Unit Owner should contact the Board of Directors through the Property Management Company to arrange for the personal interview. All of the documentation listed above in Rule 13, B must be submitted at the time of this interview.

## D. Lease Renewals for a Lessee:

1. If the Unit Owner's Lessee should become a nuisance or continually disobey the Association's governing documents, the Board of Directors or Property Management Company can demand that the Unit Owner not renew or extend the lease.

Rule 14 **Fining Authority**

The Association shall have the authority to enforce by legal means the provisions of the governing documents and these Rules and Regulations, by levying fines against a member or member's tenants, guest, or invitees, or both. Fines may not exceed \$100.00 per violation against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

Fines may be levied in accordance with Section 720.305, F.S., as amended from time to time.

Rule 15 **Designated Smoking Areas**

As a consideration to our non-smoking owners and renters, no owner or guest is permitted to smoke around the perimeter of your unit or anyone else's unit. A smoker must remain at

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least 25 feet from any unit or person at any time while within the common areas of the association. The designated smoking area for an owner and a guest is within the center park area. Anyone smoking in the common areas must keep a minimum distance of 25 feet away from any unit.

Rule 16 **Amendment**

These restrictions may be amended by the affirmative vote of 51% of the total voting membership.

TAHITIAN PLACE HOMEOWNERS' ASSOCIATION, INC.

Signature Bonnie Mickles

Bonnie Mickles, President

Signature Jake Boone

Jake Boone, Secretary