

**TROPIC ISLES CO-OP, INC.**



A RESIDENTIAL COOPERATIVE  
1503 28th Ave. West, Palmetto, FL 34221  
Manatee County, Florida

**RULES AND REGULATIONS**

**Adopted by the Tropic Isles' Board of Directors March 17, 2022**

The purpose of these Rules and Regulations is to ensure that your residency at Tropic Isles is pleasant and enjoyable. Many of our Rules and Regulations are based upon the requirements of Florida laws and are subordinate to all of our other Governing Documents.

These Rules and Regulations contain statements of general policy and are made to benefit, not restrict, the Residents and Guests; and to maintain and improve the quality of life. Each owner acquiring a Unit/Lot and Dwelling is entitled to benefit from the rights and the protections conferred by the Association's Governing Documents.

These Rules and Regulations have been established by the Board of Directors of Tropic Isles Co-op, Inc. and may be changed from time-to-time by a majority vote of the Board of Director.

**TROPIC ISLES CO-OP, INC.**  
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## **I. DEFINITIONS:**

### **1.1 Architectural Review Committee (ARC):**

“ARC” shall mean the Architectural Review Committee consisting of Shareholders appointed by the Board President serving in an advisory capacity that makes architectural and landscaping decisions on behalf of the Board of Directors based on the current Rules and Regulations of Tropic Isles. The responsibility of the ARC is to oversee all improvements on the exterior of the Dwelling and Unit/Lot, excluding maintenance items. All requests must be made in writing by way of the standard ARC process and approved before any work can begin.

### **1.2 Association:**

“Association” means the Corporation not-for-profit, that owns the record interest in the Cooperative property or leasehold of the property of the Cooperative and that is responsible for the operation of the Cooperative, in this case, Tropic Isles Co-op, Inc., a Florida not-for-profit corporation.

### **1.3 Board of Directors (BOD):**

“Board of Directors” or “Board”, sometimes referred to as “BOD”, shall mean the current Board of Directors of Tropic Isles Co-op, Inc.

### **1.4 Caregiver:**

“Caregiver” shall mean a person approved by Management for temporary occupancy of a Dwelling in the Community, whose occupancy shall terminate on the date on which the person being cared for vacates the Dwelling or the Caregiver is no longer needed. A Caregiver can also apply to an adult who is caring for a disabled, dependent child. The disabled, dependent child must be at least 40 years of age and whose occupancy shall terminate on the date the Caregiver vacates the Dwelling.

### **1.5 Community:**

“Community” is the area known as Tropic Isles Co-operative, Inc., located in the City of Palmetto, County of Manatee, and State of Florida.

### **1.6 Cooperative (Co-op):**

“Cooperative” or “Co-op” means that form of ownership of real property wherein legal title is vested in a corporation or other entity, and the beneficial use evidenced by an ownership interest in the Association, and a lease or other muniment\* of title or possession granted by the Association as the owner of all the Cooperative property. (\*Document serving as evidence of the title to the property.)

### **1.7 Dwelling:**

“Dwelling” shall mean the manufactured home, park model, or recreational vehicle (RV) situated on any Unit/Lot within the Community.

1.8 Fees:

“Fees” including Cooperative Fee, Association Fee, Maintenance Fee, or Homeowner/Tenant Monthly Rent shall mean the monthly maintenance fee or rent due and/or common expenses paid by the Member or Homeowner/Tenant to the Association in accordance with the schedule established by the Association.

1.9 Governing Documents:

“Governing Documents” shall mean the Articles of Incorporation, Master Form Occupancy Agreement (MFOA), Bylaws, and Rules and Regulations, listed in order of priority. The sum of these documents is referred to as the “Prospectus”.

1.10 Guest:

“Guest” shall mean a person who stays at the request of a Resident. The stay must be less than thirty (30) days in any twelve (12) month period. Management, with approval by the Board of Directors may, at its sole discretion, grant permission to extend the stay of a Guest beyond thirty (30) days in any twelve (12) month period. Duly authorized Caregivers are not considered Guests.

1.11 Homeowner:

“Homeowner” shall mean the owner or owners of a Dwelling in the Community who is not a Member/Shareholder, but who pays lot rent to the Association.

1.12 Management:

“Management” shall mean the Board of Directors and/or any entity vested with authority by the Board of Directors to carry out or to exercise a portion of the Board of Directors’ responsibility.

1.13 Manager:

“Manager” shall mean a licensed professional Community Association Manager (CAM) employed by the Board of Directors and the Association to manage the Community. It can also mean an on-site, unlicensed individual under the direction of an off-site CAM.

1.14 Member or Shareholder:

“Member or Shareholder” shall mean the person or persons owning a Membership Certificate (sometimes referred to as a “Share Certificate”) issued by the Association, pursuant to the Articles of Incorporation and the Bylaws.

1.15 Prospectus:

The group of Governing Documents containing the Articles of Incorporation, Master Form Occupancy Agreement (MFOA), Bylaws, and the Rules and Regulations listed in order of priority.

1.16 Recreational Vehicle (RV):

“Recreational Vehicle” shall mean a vehicular-type portable structure without permanent foundation, which can be towed, hauled, or driven and primarily designed as temporary living accommodation for recreational, camping, and travel use, including, but not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes.

1.17 Resident(s):

“Resident or Residents” shall mean Shareholders, Homeowners, Apartment Dwellers, Tenants, and Sub-tenants. Members of TIPOA (Tropic Isles’ Property Owners’ Association) shall be included as Residents for purposes of this definition.

1.18 RV Section:

The area of the Community which contains the Units/Lots that are classified as RV Units/Lots on Basin St., Bahia Dr., Montego Dr., and Terra Ceia Dr.

1.19 Tenant or Sub-tenant:

“Tenant” or “Sub-tenant” shall mean an occupant in the Community that rents the Dwelling or RV Unit/Lot for thirty (30) days or more.

1.20 Unit/Lot:

“Unit” or “Lot” (Units or Lots, RV Unit or Units, and Site or Sites) shall refer to any Dwelling site within the Community as shown on the Plot Plan of Units in the Master Form Occupancy Agreement (MFOA), which is subject to exclusive use and possession of the Member. Unit/Lot sizes and Unit/Lot use lines are approximate and determined via the ARC process.

## **II. RESIDENCY IN THE COMMUNITY**

2.1 It is the intent of the Association that the Community be operated as “Housing for Older Persons” within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et. Seq., and subsequent amendments thereto. **(SEE APPENDIX 1: HOUSING FOR OLDER PERSONS).**

- Residency in the Community is restricted to persons one of whom is fifty-five (55) years of age or who will attain the age of fifty-five (55) years within twelve (12) months following the date of application for residency. All other persons in occupancy must be at least forty (40) years of age.
- The Association may grant exceptions for temporary occupancy of Dwellings in the Community to approved Caregivers, which occupancy shall terminate upon the date on which the person being cared for vacates the Dwelling, or the Caregiver is no longer needed.
- In the event, that all of the occupants of a Dwelling who are fifty-five (55) years of age or older shall vacate the Dwelling, Management may terminate the occupancy of the Dwelling by all persons under the age of fifty-five (55) years of age if continued occupancy would result in less than eighty percent (80%) of the Dwellings in the Community being occupied by at least one (1) person fifty-five (55) years of age or older.
- Surviving spouses who are under the age of fifty-five (55) years of age are exempted from this provision.
- Only two (2) non-related Residents may share residency in one Dwelling.

### 2.2 Census (Proof of HUD Compliance)

Between January 1st and March 31st of each even-numbered year, all existing Residents shall be required to provide to Management the names and proof of age of all current occupants of the Dwelling to maintain our fifty-five plus (55+) status under HUD regulations. Whenever occupancy status changes, it is the responsibility of the Resident to notify the Association of such change in order to update the Census data.

### 2.3 Residency Application

Every person desiring to become a Resident of the Community (as herein defined), must fill out an application form. Management will use the application (which will include credit, income, and background checks) to determine if the applicant is qualified to become a Resident in the Community, a Tenant, or Member of the Cooperative. Approval is at the sole discretion of Management but shall not be unreasonably withheld. At the time of application, the applicant must also present to Management for copying, documentation of the age of all proposed occupants of the Dwelling. Documentation shall include the following:

- Valid photo ID (driver’s license, passport) or,
- Birth certificate or,
- Current immigration card, and
- Proof of Income

2.4 Management must approve or reject:

- Applications for tenancy in the Community
- Purchase of Membership in the Cooperative

2.5 Management reserves the right to refuse admittance to any prospective Resident based on the criteria established, to determine the background, character, age, and financial responsibility of prospective Members, provided however, that the Association does not discriminate on the basis of race, creed, color, religion, national origin, sex, physical disability, handicap, or any other category prohibited by law.

2.6 Management reserves the right to require an application fee, not to exceed the maximum cost allowed under Florida Statutes, as applicable, to defray any cost connected with the screening process. The failure of any prospective Resident to provide general background information, personal references, and proof of financial responsibility shall be deemed a cause for refusal of membership in the Cooperative or tenancy in the Community.

2.7 Determination by the Association that the applicant misstated or misrepresented any information on any application or entry forms required by the Association prior to admittance as a Resident of the Community, shall constitute a violation of these Rules and Regulations. The Corporation shall have all rights and remedies permitted in the Association's Governing Documents and those under Chapters 719 and 723 of the Florida Statutes, including all other applicable remedies of law.

2.8 Estoppels

The Association and Management will provide a prospective purchaser or lien holder with information about the Cooperative required by law to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to prospective purchasers, lien holders, or the current Unit/Lot owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lien holder, other than that required by law, plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with its response. This provision applies only to Shareholders and not to Homeowners who are subject to the provisions of FS. 723.

### **III. DWELLING AND UNIT/LOT MAINTENANCE**

3.1 Maintenance of the Dwelling and Unit/Lot

The Shareholder or Homeowner is responsible for the overall appearance of the Dwelling and Unit/Lot.

- Dwellings shall be kept clean, sanitary, and in good repair.

- Maintenance of the Unit/Lot includes the mowing, trimming, and weeding, with the exception of the Units/Lots classified as RV Units/Lots on Montego, Basin, Bahia, and Terra Ceia Dr. which are maintained by the Association.
- The exterior of all manufactured Dwellings, park models, and recreational vehicles must be kept clean and free from mold and mildew.
- The Association is responsible for the trimming of one palm tree in the front yard of a Unit/Lot as “marked” by the Association. Responsibility for the care of all other trees and plants is the Resident’s.
- Units/Lots must be kept free of fallen fruit, dead trees, leaves, and needles.
- The Dwelling and Unit/Lot must comply with all applicable laws, ordinances, and regulations of state, county, city, and the Association’s Governing Documents.

### 3.2 Unit/Lot Numbers

All residents shall post three-inch (3”) Unit/Lot numbers on their Dwelling facing the street, at the corner of the Dwelling closest to the carport or driveway, and according to local ordinances.

### 3.3 Plantings

- All plantings require approval via the ARC process.
- Shrubs, trees, and flowers shall be planted and maintained in such a way so as NOT to impede visibility around any intersection/corner, at any stop sign, or egress/regress of a driveway.
- No shrubs, trees, or flowers shall be planted so that they extend onto adjoining Units/Lots.

### 3.4 Fencing

Fencing of Units/Lots is prohibited. Other materials which are used as a fence, border, or barrier are not permitted without written permission via the ARC process.

### 3.5 Carport Use (Covered Area)

- Carports are primarily intended to be used for passenger vehicle parking.
- Carports cannot be converted to living or personal property storage space if vehicles are displaced to the street or other areas.
- All vehicles must be parked parallel to the carport. Parking across the end of the driveway is prohibited.
- Unoccupied campers, motor homes, travel trailers, watercraft trailers with or without watercraft, motorcycles, and utility trailers may be parked in a Resident’s carport PROVIDING the item can be parked PRIMARILY\* within the carport or on the driveway/parking pad in the RV Section, as long as the resident’s vehicle is not displaced to the street or other areas for parking. (\* to the greatest practical extent for the given space.)
- See Appendix 4 for other Rules and Regulations governing Vehicles and Parking.

### 3.6 Outdoor Furniture

- The only furniture permitted on open patios, lanais, decks, carports, or Units/Lots outside of a Dwelling is that which is specifically designed for outdoor use.
- Hot tubs/spas, Jacuzzis, saunas, and swimming pools are not allowed on Units/Lots.



### 3.7 Indoor Appliances

Washers, dryers, refrigerators, stoves, indoor lighting sources, or other indoor-rated appliances are NOT permitted in carports or on patios/lanais/decks.

### 3.8 Storing Outdoor Items

- No exposed area on any Unit/Lot shall be used for storage, unless approved via the ARC process.
- All outdoor items must be removed and safely stored or secured with tie-down straps during extended periods of absence, especially during hurricane season.
- Ladders and kayaks or other outdoor-like items must be stored in the shed, inside or under the Dwelling, or hung horizontally on a rack and secured on the carport wall.

### 3.9 Clothesline

- All clotheslines, not of the umbrella type, must be approved via the ARC process and must be placed in the rear of the Unit/Lot.
- No laundry shall be hung in any carport or patio.

### 3.10 Grills, Fire Pits, Other Flammable Appliances

- Grills, fire pits, or other open flame appliances using firewood are NOT permitted.
- Open flames are NOT permitted within or under carports or covered patios.
- Outdoor gas or electric grills and appliances used for cooking are permitted and must be used according to manufacturer's specifications.

### 3.11 Driveways

- Oil stains are to be promptly removed from driveways.
- Carport surfaces are to be kept clean and smooth.
- Painting of carport surfaces must be approved via the ARC process. **(See ARC for approved color choices.)**

### 3.12 Antennas, Satellite Dishes, and Other External Receivers

Exterior antennas, satellite dishes, solar panels, and other external receivers must be approved via the ARC process.

### 3.13 Failure to Maintain or Comply

Units/Lots, Dwellings, and Utilities not maintained to Association standards will be maintained or cause to be maintained by the Association at a cost to be borne by the Resident. Management shall set a reasonable fee for the work performed.

### 3.14 Right of Access

The Association has an irrevocable right of access to each Dwelling or Unit/Lot when it is necessary to maintain, repair, or replace a portion of the common areas or any portion of those areas to be maintained by the Association, pursuant to the Association's Governing Documents subject to Florida Statutes. The Association also has the right of access to each Dwelling or Unit/Lot when it is

necessary to make emergency repairs to those areas to prevent further damage to common areas or to another Dwelling or Unit/Lot.

### 3.15 Use of Dwelling and Unit/Lot

The use of the Dwelling and Unit/Lot must be consistent with all other Governing Documents of the Association.

## **IV. DWELLING AND UNIT/LOT EXTERIOR CHANGES:**

### **Exterior Changes, Alterations, Improvements**

4.1 Any exterior alterations, changes, or improvements MUST be approved via the ARC process.

**(SEE APPENDIX 2: ARCHITECTURAL [ARC] GUIDELINES.)**

4.2 The ARC approval process is required for, but not limited to, the following:

A. Exterior improvements, changes, and additions to existing Dwellings and Units/Lots

**(See ARC for approved color choices for Dwellings, trim, doors, sheds, and driveways.)**

B. New Home Installation

C. Removal of a Dwelling from the Community **(See APPENDIX 2: ARCHITECTURAL GUIDELINES, Appendix B)**

4.3 An ARC application may not be approved if the Unit/Lot or Dwelling has outstanding monies owed to the Association or compliance issues involving violations of the Governing Documents.

4.4 New structures or exterior renovations or additions to existing structures/Dwellings WILL NOT be considered until the Resident submits drawings and specifications via the ARC process and receives written approval to make said renovations or changes.

4.5 If a Resident is not doing the ARC approved project themselves, the work should be completed by a licensed contractor for any work requiring a license.

4.6 Licensed contractors must file proof of Worker's Compensation Insurance and Liability Insurance with Management.

4.7 The Resident will be responsible for performance of the project in accordance with the approved application and all applicable Rules and Regulations. This includes contractor license and insurance information, noise control, incidental damage, trash management, storage and placement of equipment, construction change orders, erosion control, and final project clean-up.

4.8 If the project is not being constructed in accordance with an approved ARC application, Management/ARC has the right to issue a Stop Work Order.

4.9 If it is determined that the Resident did not receive permission prior to the installation or renovation, Management/ARC has the right to issue a Stop Work Order or demand the removal of said renovation or addition until approval is given.

#### 4.10 Required Upgrades

- All Dwellings must be upgraded to horizontal siding within one (1) year after the sale of the Dwelling.
- Seashells on the Unit/Lot must be removed within one (1) year after the sale of the Dwelling or at a time when new landscaping is done. **(See APPENDIX 2: ARCHITECTURAL GUIDELINES)**
- Required upgrades must be corrected within one (1) year of purchase by the Resident. The process will be handled via the estoppel letter during the sale.

## **V. UTILITIES**

### 5.1 General

- Water and sewer are furnished to each Dwelling by the Association.
- Residents are responsible for maintaining all water lines from the shut off valve/water tree, providing water to the Unit Owner's Unit/Lot and to the Unit Owner's Dwelling.
- Residents will report all outside leaks to Management. Once reported, Management will determine if the Association is responsible for making any necessary repairs.

### 5.2 Watering Restrictions

- Watering of lawns and shrubs is permitted in accordance with the restrictions imposed by the City of Palmetto, Manatee County, and the Southwest Florida Water Management District. The current restrictions are published on the website at [www.watermatters.org](http://www.watermatters.org).
- Resident-owned irrigation systems must be properly used and maintained. Excessive water run-off into the streets must be avoided. An automatic shut-off, rain sensor monitor must be used.

### 5.3 Sewer

- The Association is responsible for the maintenance and repair of the main sewage lines and laterals to the clean-out.
- Each Resident is responsible for maintaining all sewer connections from the Dwelling to the clean-out located on or about the Unit/Lot.
- Residents should not put grease or foreign objects into the drain or sewer system, including products not designed to be flushed.

### 5.4 Electricity

- Electricity is provided by Florida Power and Light ("FPL") and each Resident's meter will be read and billed directly by FPL.
- Each Resident is responsible for the payment of all fees and charges associated with the provision of such to service the Unit/Lot. The cost of electricity is not included in the Unit/Lot rental amount or the maintenance fee, except for the short-term RV rental Units/Lots owned by the Association.

- The Association is responsible for the maintenance of electrical meter pedestals, backboards, and lines (except the line from the meter to the Dwelling).
- The Resident is responsible for the electrical connection between the meter and the Dwelling.

## **VI. YACHT CLUB AND AUDITORIUM**

### **6.1 Access**

- The Yacht Club and Auditorium are open to all Co-op Residents, Members of TIPOA, and their Guests during the posted hours of operation, except when the facilities are reserved for an approved activity.
- Residents may reserve the use of the Yacht Club and Auditorium when such use does not interfere with Community functions.
- Rental reservations may be made with the required deposit up to one (1) year in advance of the requested date.
- Management reserves the right to restrict anyone from the use and/or rental of the facilities. Priority for reserving the facilities will be:
  1. The Associations (Tropic Isles' Co-op, Tropic Isles' Homeowners, Tropic Isles' Property Owners)
  2. Activity Board sanctioned events
  3. Tropic Isles' Residents

### **6.2 Facility Rental by a Resident**

The Auditorium and Yacht Club are available for rental by Residents. Check with the Office for current rates, policies, and procedures.

### **6.3 Use of Equipment**

- All chairs, tables, or any other equipment in the Yacht Club and the Auditorium are to remain in their respective buildings, unless approved by Management.
- After use of any such equipment, the person making the use thereof, shall promptly restore and replace the same items to their original position.
- The Association will NOT loan out chairs, tables, or any other equipment without prior approval from Management.
- Children under the age of eighteen (18) are not permitted in the Yacht Club fitness center, library, or billiards room unless accompanied by a Resident/Guest adult.

### **6.4 Smoking**

- Smoking is NOT allowed in any of the buildings, fenced-in pool or hot tub/spa deck area, or within twenty (20) feet of the exit and entrance doors of the buildings. This includes vaping or any similar device used for smoking, the chewing of tobacco, and the use of marijuana.
- Smoking IS allowed in designated areas only.

## **VII. SWIMMING POOL AND HOT TUB/SPA**

### **7.1 Hours and Restrictions**

- The swimming pool and hot tub/spa are private property for the use of Co-op Residents, Members of TIPOA, and their Guests only.
- Rules regarding the pool and hot tub/spa are posted for your safety and convenience.
- The hours of operation for the pool and hot tub/spa area are one half (1/2) hour after sunrise to one half (1/2) hour before sunset and may be closed from time to time due to weather or repairs.
- Children under the age of fourteen (14) are only permitted in the pool and pool deck area between the hours of **11 AM-1 PM and 4:00-6:00 PM** and must be always accompanied by an adult.
- Children aged fourteen (14) and older are subject to the restrictions set forth in Section 9.4 Resident's Responsibility.

### **7.2 Pool and Hot Tub/Spa Wristbands**

- All Residents and their Guests must display Tropic Isles' wristbands when using the pool and hot tub/spa facilities.
- Each Resident will be issued one (1) wristband.
- Temporary wristbands are available at the Office for Guests.
- Residents must sign for the wristbands for their Guests. A proper ID is required to obtain the wristbands.

### **7.3 Proper Conduct**

- SWIM AT YOUR OWN RISK. There is no lifeguard on duty at the pool or hot tub/spa.
- Management and the Association are not liable for accidents or injury.
- No running, jumping, diving, ball playing, or horseplay is allowed.
- Residents and their Guests shall utilize the swimming pool and hot tub/spa pursuant to the posted rules and be considerate of the rights of others.

### **7.4 Safety Line and Equipment**

- The Association has installed a safety line in the pool as directed by Florida Administrative Code. The law requires that this safety line is to always remain connected when the pool is in use. Do not sit or stand on the safety line.
- Safety equipment, telephone, and signage are provided and displayed for your safety and information. The equipment is for emergency use only.

### **7.5 Shower**

- The State of Florida requires all persons using a public pool or hot tub/spa to shower immediately before entering the pool and hot tub/spa.
- No shampoo or soaps are permitted in the pool or hot tub/spa deck area.

#### 7.6 Oils and Lotions

- Do not apply sunscreen, oils, or lotions before entering the pool or hot tub/spa. This rule is necessary to protect the equipment and the appearance of the pool and hot tub/spa. Oils and lotions stain the tiles and pool/hot tub surface and clog up the filters.
- Use a towel to protect the lounges and chairs from oils and lotions.

#### 7.7 Chairs, Tables, and Lounges

Poolside tables, chairs, lounges, umbrellas, trash cans, etc. are to be returned to their original position when you are finished using them.

#### 7.8 Food, Beverages, Smoking

- NO GLASS or breakable items are permitted in the pool or hot tub/spa deck area.
- NO food or beverages are allowed in the pool or hot tub/spa, or within four (4) feet of the water.
- All trash and recyclables should be placed in the containers provided.
- Smoking is NOT allowed in the fenced-in pool or hot tub/spa deck areas. This includes vaping or any similar device used for smoking, the chewing of tobacco, and the use of marijuana.
- Smoking IS allowed in designated areas only.

#### 7.9 Restrictions on Use of Pool

- People with incontinence, open sores, or infections are not permitted in the pool.
- Children who are not toilet-trained are not permitted in the pool unless they are wearing special leak-proof diapers specifically designed for swimming. Children wearing all other types of diapers are not permitted in the pool.

#### 7.10 Not Permitted in the Pool Deck Area

Bikes, golf carts, GLASS, and PETS are not permitted in the pool or hot tub/spa deck area as specified by current government regulations.

#### 7.11 Bathing Load--Pool

The maximum number of persons allowed in the pool at any one time is eighteen (18), as specified by the Florida Health Department.

#### 7.12 Use of Hot Tub/Spa

- USE THE HOT TUB/SPA AT YOUR OWN RISK.
- Anyone suffering from heart disease, diabetes, high or low blood pressure, or other health issues, and women who are pregnant SHOULD CONSULT A PHYSICIAN BEFORE ENTERING THE HOT TUB/SPA.
- People with incontinence, open sores, or infections are not permitted in the hot tub/spa.

#### 7.13 General Guidelines for Using Hot Tub/Spa

When using the hot tub/spa, observe a reasonable time limit (approx.15 minutes). Overexposure may result in nausea, dizziness, or fainting and can cause severe medical complications.

7.14 Age Restriction for Using Hot Tub/Spa

Use of the hot tub/spa by any person under the age of eighteen (18) is not permitted.

7.15 Bathing Load—Hot Tub/Spa

The maximum number of persons allowed in the hot tub/spa at any one time is seven (7), as specified by the Florida Health Department.

## **VIII. SHUFFLEBOARD COURTS**

8.1 Availability

The shuffleboard courts are available for use by Residents and their Guests seven (7) days a week unless tournaments are being played.

8.2 Rules

Residents and their Guests shall utilize the courts pursuant to the rules posted at the shuffleboard courts.

## **IX. GUESTS**

9.1 Registration

- Residents who have Guests that stay in the Community for more than seventy-two (72) hours/3 days, must notify the Office of all of their Guests on the next business day.
- Guests under the age of fifty-five (55) may stay in the Dwelling provided the permitted Residents are then in occupancy and further provided such stay is less than thirty (30) days in any twelve (12) month period.
- The Association's facilities are primarily for the use and enjoyment of the Residents.

9.2 Subletting/Sub-occupancy

- The minimum period of a sublet shall be for thirty (30) days.
- Anyone staying in the Community for thirty (30) days or more will be considered a Resident and must meet the Association's requirements for residency including a background and credit check. **(SEE APPENDIX 5: SALE OR SUBLETTING OF A DWELLING OR RV LOT)**
- Anyone staying in the Community for less than thirty (30) days is considered a Guest.

9.3 Restrictions to Operate Golf Carts

- Golf carts are NOT to be operated by children under the age of sixteen (16) throughout the Community.
- The operation of golf carts must comply with state laws and local ordinances.

#### 9.4 Resident's Responsibility

- Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all of the Association's Rules and Regulations.
- Residents will be responsible for violations or damage caused by their Guests, regardless of whether or not they are present at the time of the violation or damage.
- All Guests under the age of eighteen (18) must be accompanied by an adult to use any of the recreational facilities in the Yacht Club or Auditorium.
- Consideration for the rights of others is encouraged and common courtesy is expected.

## **X. PETS**

#### 10.1 Restrictions

- Two (2) pets per household are permitted.
- Maximum adult weight of each pet is not to exceed thirty (30) pounds at full growth.
- Residents must register all animals with the Office.
- Evidence of current immunizations and licensing must be provided every year.
- No aggressive breeds of dogs will be allowed i.e., German Shepherds, Chows, Rottweilers, Dobermans, Pit Bulls, Staffordshire Terriers, Akitas, crossbreeds of these animals, or any animal that has a history of biting or dangerous aggression.
- No exotic or non-domesticated animals are allowed.
- Pet owners should be respectful of other Resident's Units/Lots.

#### 10.2 Leash Use and Waste Disposal

- All pets must always be kept either inside the home or, if outside, on a leash in the control of the Resident or an authorized Caregiver.
- In accordance with Palmetto Ordinances, leashes are not to exceed eight (8') feet in length.
- Pet owners are responsible for the proper removal of all waste material caused by their pet anywhere in the Community. Kitty litter and dog droppings must be disposed of properly.

#### 10.3 Service and Support Animals

- The Association will comply with all governmental regulations regarding service animals that provide assistance to disabled or handicapped persons. Service animals must be registered with the Office.
- Service animals shall not be subject to weight or breed limitations as specified in Section 10.1 Restrictions.
- Assistance animals such as comfort, therapy, or emotional support animals are allowed in accordance with applicable federal and state laws and must be registered with the Office.

#### 10.4 Penalty for Non-Compliance

Any animal not properly registered with both Management and the appropriate governmental agencies may be required to be removed from the Community.



### 10.5 General

- Residents are responsible for their pets and any damage caused by their pets at all times.
- Pets are NOT permitted in the Community buildings or in the pool or hot tub/spa deck area.
- Outdoor kennels, dog houses, pet fencing, and pet breeding are not permitted.
- Pets are not permitted to disturb the peace and enjoyment of Residents. Contact the Palmetto Police Department (941-721-2000) for code violations.
- Any pet creating a reoccurring nuisance, at any time of day or night, may be cause for its permanent removal from the Community.
- For health and sanitation reasons, and to comply with the local ordinances, Residents are not permitted to leave food or water dishes outdoors. This includes bird feed. These may attract disease-carrying animals and stray cats and dogs.

### 10.6 Disclaimer

Even though the Association has approved an animal to reside in the Community, the Association accepts no responsibility resulting from the actions of that animal.

## **XI. SOLICITING AND SIGNAGE**

### 11.1 Soliciting

No selling, soliciting, peddling, or commercial activities of any kind are permitted within the Community without the express prior written consent of Management. Notwithstanding, nothing herein contained prevents or infringes upon the right of a Resident to canvas other Residents for the purposes described in Florida Statute 719, or the rights of mobile Homeowners who rent as provided in Florida Statute 723 inclusive.

### 11.2 Signage

- No signs of any kind, except mobile home "For Sale" or "For Rent" signs, shall be displayed within the Community, or on any Resident's Dwelling or Unit/Lot.
- A maximum of two (2) permitted signs may be displayed in a window or on a Unit/Lot. The size of the sign may not exceed eighteen-by-twenty-four (18"x 24") inches.
- General notices and articles for sale may be posted on the bulletin boards inside the Yacht Club and Auditorium provided for that purpose.
- Residents are permitted to place up to two (2) "No Trespassing" signs on their dock or slip, one landside and one waterside. These signs may not exceed ten-by-fourteen (10"x 14") inches.
- Any signs in violation of this section can be removed immediately by Management.

### 11.3 Exterior Displays and Decorations

- Political signs/flags are not permitted.
- Seasonal or holiday decorations may be displayed for a total of sixty (60) days per holiday.
- Yard art, such as statues and other temporary or permanent yard decorations, or decorations attached to the Dwelling or shed visible from the street or the water, must be approved via the ARC process.
- No outdoor murals are permitted.

### 11.4 Garage Sales

- Residents must follow the City of Palmetto requirements regarding garage sales and permits must be obtained from the City of Palmetto.
- Signs may NOT be placed in the landscaped entrances to the Community.
- Signs can only be on display within twenty-four (24) hours before and after the actual sale.

## **XII. CONDUCT**

### 12.1 Noise Restrictions

- Out of consideration for your neighbors, quiet is required between the hours of 10:00 PM and 8:30 AM.
- Individuals may contact the Palmetto Police Department (941-721-2000) to report noise ordinance violations.

### 12.2 Unacceptable Conduct

- Disorderly conduct, public intoxication, and profane language by Residents or Guests constituting a disturbance or public nuisance to other Residents will not be tolerated.
- A Resident will not interfere with another Resident's quiet and peaceful enjoyment of their Dwelling and Unit/Lot.
- An act which endangers life, health, safety, property, or peaceful enjoyment of the Community or its Residents is a violation of these Rules and Regulations and the Governing Documents of the Association. The Association can take prompt action and use all the remedies available under the Association's Governing Documents and FL statutes.
- Residents should call the Palmetto Police Department (941-721-2000) at the time of the offense to report any violations of the law or City ordinances.

### 12.3 Harassment

Harassment (per HUD) between Residents, or Residents and Association employees, will not be tolerated, and the Association can take prompt action and use the authority it has under the Governing Documents to end all harassment as described in Article 12 of the Bylaws.

**(SEE APPENDIX 6: TROPIC ISLES CIVILITY PLEDGE, RIGHTS AND RESPONSIBILITIES FOR A BETTER COMMUNITY, AND HOSTILE ENVIRONMENT HARASSMENT.)**

### **XIII. VACATING THE DWELLING**

#### **13.1 Notice of Intent to Vacate**

- Residents wishing to remove a manufactured Dwelling or park model from the Community must notify Management of their intent and comply with all Association policies and procedures, and governing agencies.
- Without prior arrangements with the Association AND a written agreement, no Resident may satisfy his obligations to the Association by turning over the Share certificate, title, and keys to the Dwelling regardless of whether the Resident is a Shareholder or Homeowner.
- Policies and procedures can be found in **APPENDIX 2: ARCHITECTURAL GUIDELINES, Appendix B.**

### **XIV. RESPONSIBILITIES**

#### **14.1 Financial Responsibility**

Rent and/or maintenance fees are due and payable by the Homeowner or Shareholder on or before the first (1st) day of the month and considered delinquent after the tenth (10th) day of the month. Late fees and collection costs will be applied.

#### **14.2 Association Not Liable for Loss Resulting from Incident**

The Association shall not be liable for injury, loss, or damage resulting from any incident.

#### **14.3 Association Not Liable for Loss Resulting from Use of Recreational Facilities**

The Association shall not be liable for accident, injury, or damage to any person or property resulting from the use of any recreational facilities. Residents and their Guests shall use the recreational facilities at their own risk and assume liability for any such physical damage or personal injury resulting from such use.

#### **14.4 Resident Responsible for Guests**

See Section IX for rules governing "Guests".

#### **14.5 Liability Insurance**

All Residents are encouraged to maintain adequate liability insurance coverage on their Dwelling, RV, and dock.

#### **14.6 Status Change**

It is the responsibility of the Resident to notify Management when their occupancy status changes, in order to update the Census.

#### 14.7 Personal Information

- It is the responsibility of the Resident to notify Management of their current mailing address.
- Residents must also provide Management with a current emergency contact number, a secondary address and phone number where applicable, and any other pertinent information that Management deems necessary.

## **XV. COMPLIANCE AND DEFAULT**

#### 15.1 Right to Terminate Tenancy for Disregard of Rules and Regulations

Management, with approval by the Board of Directors, specifically reserves the right to terminate the tenancy of any Resident for disregard of any of the Association's Governing Documents, including these Rules and Regulations, in accordance with FL Statutes, and any other applicable laws.

#### 15.2 Right to Terminate Tenancy for Conviction of Violation of Law

Management, with the approval of the Board of Directors, specifically reserves the right to terminate the tenancy of any Resident, upon learning that said Resident has been convicted of a violation of federal or state law, or local ordinance, which may be deemed detrimental to the health, safety, or welfare of other Residents of the Community and Association employees.

#### 15.3 Misstatement of Information

If any Resident, upon determination by Management, misstated any information on any application or forms required by the Association; the matter will be turned over to the Board of Directors for appropriate action and will be handled in accordance with the FL Statutes and other applicable laws.

#### 15.4 Assessments, Fees, and Fines

The Association has the authority to collect fees and assessments; and the authority to assess fines, in accordance with the Association's Governing Documents, the provisions of Florida Statutes, and any other applicable laws for any infraction of these Rules and Regulations and all of the Association's Governing Documents.

## **XVI. MISCELLANEOUS**

#### 16.1 Garbage, Recycling, and Yard Waste

NO REFUSE is to be dumped in the bay, canals, Boatyard, streets, vacant lots, or any common areas of the Community. This includes the mowing and blowing of grass clippings and putting other yard waste into those areas.

16.2 Neighborhood Watch Program

Residents should remain vigilant as to any unusual or suspicious activity in the Community. Residents are encouraged to first contact the Palmetto Police Department (941-721-2000) AND notify Management, concerning any unusual or suspicious activity.

16.3 Filing Complaints

Complaints concerning infractions of these Rules and Regulations should be reported to Management, put in writing, and signed by the complainant.

16.4 Contrary Provisions

If any provision of these Rules and Regulations is found to be contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.

16.5 Special Exceptions

Management, with approval of the Board of Directors, reserves the exclusive ability, to grant special exceptions to these Rules and Regulations when, in the opinion of Management, special circumstances warrant the granting of special exceptions or waiver of a particular provision, as it applies to a particular situation, so long as such exception or waiver does not interfere with the general welfare and safety of the other Residents of the Community and further provided that, such special exceptions do not violate the provisions of Florida Statutes or any of the Association's Governing Documents.

16.6 Failure to Enforce

No rule or regulation contained herein, shall be deemed to have been modified, abrogated, or waived by reason of any failure or failures to enforce the same. If any provision or provisions of any such rule or regulation shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provision or provisions of such rule(s) and regulation(s) which can be given effect.

# **RULES AND REGULATIONS**

## **APPENDIX 1**

### **FAIR HOUSING ACT (FHA) – HOUSING FOR OLDER PERSONS**

#### **Housing for Older Persons**

The Fair Housing Act (FHA) protects all residents from discrimination on the basis of race, color, national origin, religion, sex, handicap, or familial status (families with children under the age of 18 living with parents or legal guardians; pregnant women and people trying to get custody of children under 18).

**The "Housing for Older Persons" Exemption:** The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the "housing for older persons" exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program), or
- Intended for, and solely occupied by persons 62 years of age or older, or
- Intended and operated for occupancy by persons 55 years of age or older, or

In order to qualify for the "55 or older" housing exemption, a facility or community must satisfy each of the following requirements:

- At least 80 percent of the occupied units must have at least one occupant who is 55 years of age or older; and
- The facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and
- The facility or community must comply with HUD's regulatory requirements for age verification of residents.

The "housing for older persons" exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter, or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

#### **Reminder: Protection If You Have a Disability**

**If you or someone associated with you:**

- Has a physical or mental disability (including hearing, mobility, and visual impairments, cancer, chronic mental illness, HIV/ AIDS, or mental retardation) that substantially limits one or more major life activities or

- Has a record of such a disability or
- Is regarded as having such a disability, a housing provider may not:
  - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
  - Refuse to make reasonable accommodations in rules, policies, practices, or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

**Example:** A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

**Example:** An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near his/her apartment if it may be necessary to ensure that he/she can have access to her/his apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others, or who currently uses illegal drugs.

**RULES AND REGULATIONS**  
**APPENDIX 2**  
**ARCHITECTURAL (ARC) GUIDELINES**

**GENERAL REQUIREMENTS**

**I. INTRODUCTION**

- A. Tropic Isles (TI) Co-Op is a 55+ retirement community which is unique in its location, beauty, and value. It is in the interest of all Residents to ensure that these qualities are maintained. Whenever new Dwellings are being installed or existing Dwellings or Units/Lots are being modified, it is important to have policies and procedures in place to ensure consistency. In addition to the regulations established by the Board of Directors, an Architectural Review Committee (ARC) has been formed to review these activities. The ARC Committee consists of several of the community's Residents. ARC's primary purpose is to serve in an advisory capacity to the Co-op Board of Directors basing their decisions on the current Rules and Regulations.
- B. The ARC's mission is to establish and review architectural guidelines that will maintain and enhance our community's esthetics, maintain and improve the value of our properties, and help attract future Residents.
- C. ARC approval is required for, but not limited to, the following:
- New Dwellings; removal of an existing Dwelling; Dwelling additions; installation of utility buildings, steps, porches/decks, driveways, canopies, or other exterior accessories; exterior painting of a Dwelling or related structures, or driveways/walkways; landscaping or other Unit/Lot changes; planting or removal of trees; barriers or border structures; exterior storage; installation of antennas, satellite dishes, or other external receivers; installation, expansion, or modification of docks or lifts.

**II. PURPOSE AND RESPONSIBILITIES**

The purpose of this document is to assist and guide Residents in the submittal of an application for a new Dwelling, remodeling of an existing Dwelling, and/or Unit/Lot improvements. ARC can be a resource to help the applicant get through this process as seamlessly as possible.

Pre-planning, along with an understanding of the requirements that apply to your project, will help ensure a smooth process. In addition to these ARC guidelines, applicants should consult the Governing Documents which may contain additional information on applicable codes and ordinances of outside governing authorities (e.g., The City of Palmetto).



- A. ARC routinely reviews compliance reports of existing Dwellings and Units/Lots. This report identifies areas of non-compliance with the Rules and Regulations. If ARC informs you that your Dwelling or Unit/Lot has an outstanding compliance issue, you will be required to include corrective action for the nonconformity in your application. An ARC application may not be approved if the Unit/Lot or Dwelling has outstanding compliance issues.
- B. If the application is not clear and complete, it will be returned to you for revision/clarification. If you need assistance or clarification of requirements, contact the ARC Chairman.
- C. The ARC approval process begins with a preliminary review by a three-person review team, referred to as 3-COR. The 3-COR (Complete Office Review) approval team may consist of the Co-op Manager, ARC Chairperson, and/or an ARC Liaison to the Association's Board of Directors. All incoming ARC applications are initially reviewed by this team. Applications for relatively straightforward/simple projects may be approved by 3-COR without a formal ARC meeting.
- D. If the project is not being constructed in accordance with an approved ARC application, ARC may recommend that a Stop Work Order be issued by Management/Board of Directors.
- E. The Resident will be responsible for performance of the project in accordance with the approved application and all applicable Rules and Regulations. This includes the sub-contractor's license and insurance information, noise control, incidental damage, trash management, storage and placement of equipment, construction change orders, work hours, erosion and silt control, damage to adjacent property, and final project clean-up.

### **III. APPLICATION PROCESS**

- A. General Application Information
  1. Application forms are available at the Office during Office hours and on the Community website ([www.tropicisles.net](http://www.tropicisles.net)). The form must be completed in its entirety, and all information, plans, etc. required by this application process must be included and/or attached.
  2. A pre-project meeting with 3-COR is recommended for complex projects. Contractors to be involved in the work should also attend.
  3. Completed applications are to be submitted to the office. The submittal date will be recorded, and the applicant will be given a stamped copy of the application indicating when the project is scheduled to be reviewed by ARC.

B. Requirements For All Applications

The following information must be included in all ARC applications:

1. Contact information for the applicant (and/or designated representative), including phone number, email, Unit/Lot site address, and (if applicable) applicant's legal address on each page.
2. Contact information for contractors involved including phone number, email, and address. Contractors must be approved by Management, licensed to perform work in the City of Palmetto, and maintain the required insurance/liability coverages with Tropic Isles Co-Op, Inc. named as the insured.
3. Project Unit/Lot site orientation and street address; north arrow.
4. Page numbers on each page.
5. General project description.
6. An anticipated timeline for the project.
7. Suitable drawings depicting the project, including Unit/Lot site address, Unit/Lot dimensions, north/south orientation, distances to existing Dwellings, Unit/Lot use lines/streets/canals, materials list, colors, and other details as applicable.
8. All permits are the responsibility of the Resident.

**NOTE: It is the applicant's responsibility to comply with all applicable building codes and regulations and to obtain associated permits from outside authorities as required, including the City of Palmetto, Manatee County, the State of Florida, etc.**

IV. APPROVAL PROCESS

A. ARC Meetings

ARC meetings are usually held twice a month, on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday, at 9:30 AM in the Yacht Club or Auditorium. ARC may alter this schedule or call special meetings, as necessary. Applicants can determine whether their project is on the ARC agenda for a particular meeting by consulting the noticeboard posted at the Auditorium. An ARC member may visit the project site prior to the scheduled meeting. Applicants are encouraged, but not required, to attend the meeting when their project is being considered.

B. Standard Application Timeline

Although ARC makes every effort to complete an application review as quickly as possible, the process may take up to twenty-one (21) days from submittal to final decision.

If an applicant wishes to make any project changes after receiving ARC/3 COR approval, the proposed changes must be submitted to ARC for additional approval before the work can begin. ARC will attempt to expedite the approval of the proposed changes.

All ARC applications are valid for six (6) months from the date of approval.

C. 3-COR Approval Process

The 3-COR (Complete Office Review) approval team may consist of the Co-op Manager, ARC Chairperson, and an ARC Liaison to the Association's Board of Directors.

All incoming ARC applications are initially reviewed by this team. Applications for relatively straight forward/simple projects may be approved by 3-COR without a formal ARC meeting.

This group may also approve pending issues associated with larger projects and variances from ARC. All approvals/denials by 3-COR will be documented and incorporated into the Association's records.

D. Appeal Process

In the event an application is not approved by ARC, the applicant may appeal the decision by submitting a written objection to the Board of Directors. This should be done as soon as possible and should clearly state the reason for the objection. It may also be helpful for the applicant to provide any suggestions for an equitable solution. The Appeal Process will also be used to resolve any variances that are not covered by the Rules and Regulations. The Board of Director's decision shall be final.

**V. AVOIDING VIOLATIONS**

Most violations occur because the Resident is not aware of Community or ARC rules and/or the procedure to be followed in applying for approval. The Tropic Isles' Community maintains its appeal by enforcing the guidelines described in this document, through an Architectural Review Committee (ARC). ARC has standardized the requirements for most of the common types of new construction and modifications of existing Dwellings that Residents desire. ARC is committed to streamlining the application, review, and approval process to make this as painless as possible.

The best way to ensure a project's approval and avoid violation is through open and honest communication between the applicant and ARC. Should you have a question or problem concerning either a modification you wish to make, or a neighbor's modification, ARC is available to provide you with answers and assistance.

## **vi. GENERAL PROPERTY REQUIREMENTS**

The following information is intended to inform applicants of certain general rules, and thus, avoid unnecessary delays in the application process.

### **A. Seashells**

Seashells will no longer be approved for use within the Community.

### **B. Landscaping, Stone, Rocks**

- Any plantings and/or exterior changes must be approved via the ARC process, except for the planting of annual plants.
- Removal of existing landscaping to provide additional parking is prohibited unless approved via the ARC process. Requests may be considered on a case-by-case basis.
- Lawns and grass may NOT be replaced with sand, rocks, or any other material without prior written approval via the ARC process. Shells are NO longer permitted.
- When landscaping is redone in the “front yard”, all shell must be removed and an approved curbing border must be installed at the street, if applicable. “Front yard” is described as from one side Unit/Lot use line to the other side Unit/Lot use line and from the street to the front of the Dwelling.
- A drainable landscaping fabric must be installed over the area to be stoned. Impervious plastic sheeting is not permitted.
- Weed growth must be prevented/controlled year-round.
- Stones must be a minimum of one and a half (1.5”) inch size.
- Minimum depth of stone is three (3”) inches.
- Curbing borders must be installed along the street and Unit/Lot use lines, if materials are of different types. Curbing must be buried halfway into the ground to secure it. Three types of curbing are allowed. Cut stone, formed concrete, and parking bumpers are the only approved types. **(See Appendix A of approved curbing samples.)**
- Curbing borders must be installed along the street edge of the Unit/Lot when grass is not used.

### **C. Trees, Plants, Bushes**

- The ARC approval process must give prior approval for the planting or removal of any trees in the Community.
- All permits are the responsibility of the Resident.
- Citrus trees will no longer be allowed within the Community.
- Oaks or other large trees are not allowed.

- Plants/bushes may be used to screen between neighboring Units/Lots but must be three (3') feet from the Unit/Lot use line and no more than six (6') feet high. They may not extend more than six (6') feet out past the applicant's existing porch/patio/Dwelling line.
- Check with ARC for the list of Florida's prohibited invasive plants NOT allowed in the Community.
- Management reserves the right to remove any prohibited plants from the Community.

D. Exterior Dwelling/Structure Painting

- All exterior painting and repainting of existing Dwellings, sheds, trim, shutters, and doors must have written approval via the ARC process.
- Paint colors must be approved by ARC from the existing palette of colors approved for Dwellings. **(See ARC for approved Dwelling colors.)**
- Trim/door/shutter colors must be approved via the ARC process from the existing palette of colors approved for trim/doors/shutters.
- All materials including screening, steps, and skirting must be new materials.
- Painting of outdoor murals on Dwellings and sheds is NOT permitted.

E. Decks, Patios

- May be constructed of wood, synthetic wood, concrete, pavers, stained concrete, etc.
- Must be a minimum of five (5') feet from any seawall unless approved via the ARC process.
- Must not be constructed above the walkable level line of the Dwelling.
- Must be a minimum of five (5') feet inside the Unit/Lot use line.
- Paver bricks will be allowed to finish the Unit/Lot to the seawall and are considered non-permanent and removable. Resident's pavers/landscaping must be removed for utility work at the Resident's expense.

F. Utility Buildings/Sheds

- Only one (1) shed/utility building may be installed and must be integral with the Dwelling/carport, and permanently attached to the Dwelling/carport/ground.
- Only one (1) prefab shed will be allowed provided it is permanently attached to the Dwelling/carport/ground and under the existing roofline. The structure must be installed on a concrete slab and properly anchored.
- The RV section of Units/Lots classified as RV Units/Lots on Bahia, Basin, Montego, and Terra Ceia Dr. may be allowed to have one shed per Unit/Lot as approved, via the ARC process.

G. Driveway/Walkway Painting and Sealing

There is a standard list of approved colors that can be used to paint driveways/walkways. Due to various types of paints/sealers, a complete description of the product and color shall be submitted with the application. **(See ARC for approved driveway/walkway colors.)**

H. Carports

Carports cannot be partially or fully enclosed, so as to displace your vehicle to your yard or the street.

I. Fencing

- Fencing of yards is prohibited. A fence includes, but is not limited to, decorative fencing, chicken wire, a barrier, or other upright structure enclosing an area or to mark a boundary.
- Other materials which are used as a fence, border, or barrier are not permitted without approval via the ARC process.

J. Flagpoles

One flagpole per Unit/Lot may be installed. Flagpole placement must be approved via the ARC process.

K. Outdoor Hot Tubs

Hot tubs, pools, Jacuzzies, spas, saunas, and swimming pools are NOT permitted on Units/Lots.

L. Outdoor Showers

Outdoor showers must be approved via the ARC process. Wastewater from the shower must be fed into the Dwelling's sewer system. The shower area must be fully enclosed.

## **APPLICATION REQUIREMENTS FOR EXISTING DWELLINGS**

A. Dwelling Additions

Includes, but not limited to decks, patios, sunrooms, carport coverings, sheds, windows, doors, shutters, awnings.

Site Plan:

- Google Earth photo of Dwelling (if possible)
- Distances to adjacent Dwellings, structures, streets and/or seawalls
- Dimensions: size, shape, new addition, current Dwelling, shed, driveway, Unit/Lot, patio, deck, walls, benches, steps, etc.
- Materials to be used- type, size, and color.
- Landscaping – grass, boulders, rocks, bushes, trees

- Utility connections, electric poles/lines, meter location
- Dimensions from grade to skirting, floor, wall height, roof height, window size, door size, landings, and steps.
- Plans to repair or replace any damage to adjacent Units/Lots or street(s) to existing Association standards.

Floor Plan:

- Remodeling, modifications --identifying size, materials, and color.
- Dwelling, Unit/Lot, shed, driveway, HVAC unit, patio, deck – size and shape with dimensions.
- Gutters, downspouts, water drainage (type/style) - directed toward the street unless otherwise approved by ARC.
- Drains may be required with improvements to roofs, carports, and patios.

B. Exterior Improvements/Modifications

Includes: exterior material finishes and colors, awnings, shutters, roofing, siding, building materials, fascia, windows, doors, siding material, skirting, driveway surfaces, solar panels, etc.

- Location of electric poles/lines, house meter.
- Drawing to include connected and adjacent Dwellings/buildings and carport.
- Vertical elevation drawing of area for improvement; include skirting, walls, material, color, windows, doors, fascia boards, etc.
- Dimensions from grade to skirting, floor, wall height, roof height, window size, door size, landings, and steps.
- Painting, colors, **(See ARC for color samples)** siding, material changes, windows, doors, roofing, additions, decks, awnings, shutters, planters, HVAC units, and permanent emergency generators.
- Material types, specifications, colors, and area of application. Samples are required. All materials, including screening, steps, and skirting must be new materials.
- Horizontal siding shall not extend to the ground. Brick, decorative block, or other materials approved by ARC shall be used for bottom skirting and must be a minimum of twelve (12") inches high. Other design alternatives may be considered by ARC on a case-by-case basis.

C. Landscaping

Including: water drainage, patios, walkways, arches, vine walls, trellises, sun/wind shades, irrigation, privacy screens, immobile planters, Unit/Lot and street border materials/curbing, Unit/Lot accessories, signage, flag poles, exterior lighting, trash placement, storage materials, clotheslines, curbing, etc.

- Dimensions/measurements to adjacent Dwellings, street, and/or seawall, utility connections, electric poles/lines, Dwelling meter location.
- Plan for adding an approved border material between Unit/Lot and street.
- Plantings/trees – only ARC/State-approved plantings are allowed.
- Landscaping layout showing grass, rocks, boulders, rock mulch, bushes, trees, trellises, benches, borders/curbing, etc. **(See Appendix A for approved curbing samples.)**
- Seashells are no longer permitted in any landscaping project.
- Provide descriptions and photos of examples for review.
- Provide material types, specifications, colors, and areas of application. Samples may be required.
- Gutters, downspouts, water drainage areas - directed toward the street unless otherwise approved by ARC.
- Nothing may extend over or be affixed to a seawall or associated structure, except for water and electric lines going to the dock.

D. Driveways/Carports

- Dimensions to adjacent Dwellings, street, and/or seawall
- Utility connections, electric poles/lines, Dwelling meter
- Drawings to include connected and adjacent Dwellings/structures, carport
- Material types, specifications, paint colors, and areas of application. Samples may be required. **(See ARC for approved driveway paint colors.)**

E. Patios/Walkways

- Drawing showing Dwelling, shed, driveway, A/C unit, Unit/Lot, patio, etc.
- Dimensions from closest Dwelling corner to closest neighboring Dwelling corner, street, and/or seawall
- Patio and/or walkway layout showing border materials/curbing, pavers, stone, block, concrete colors, grass, rocks, trellises, benches, etc.
- All material to be identified with photos or samples for review.



F. Roofing

- Drawings to include connected and adjacent Dwellings/structures, carports.
- Vertical drawing showing gutters, downspouts, drainage plan - directed toward street unless otherwise approved by ARC, roof peak lines and directions, walls, and roofing materials.
- Shape, size, overhang of new roof and dimensions
- Material types, specifications, colors, and areas of application – samples may be required.

G. Neighbors Helping Neighbors (NHN)

All work performed by the “Neighbors Helping Neighbors” group must comply with ARC and the Association’s Rules and Regulations.

## **REMOVAL OF DWELLING FROM COMMUNITY – See Appendix B**

### **REQUIREMENTS FOR NEW DWELLING INSTALLATION**

#### **I. INTRODUCTION**

The purpose of this section is to provide guidelines for an Architectural Review Committee (ARC) application for installation of a new Dwelling in Tropic Isles Co-Op. These guidelines supplement the ARC General Requirements, other Tropic Isles’ Governing Documents, and the rules and regulations of the City of Palmetto. A careful review of these documents will help ensure that all relevant requirements are included in a new Dwelling application. ARC’s mission is to assist each applicant in working through the applicable requirements and to ensure the overall quality, consistency, and aesthetics of the Tropic Isles’ Co-op Community.

The keys to a successful project have proven to be an applicant’s knowledge of requirements and open communication between the involved parties. Pre-planning with ARC and Management can help avoid misunderstandings and construction delays. For this reason, a pre-construction meeting is required for all new Dwelling applications. This meeting should be attended by the Resident(s), contractor(s), site manager, Association Manager, and the ARC Chairman (or representative). A summary of the meeting, including issues discussed, agreements reached, date, time, and attendees will be placed in the ARC record.

## **II. NEW DWELLING REQUIREMENTS**

### **A. General**

1. The ARC application for a new Dwelling must include factory specifications and drawings, elevation certificate and drawing, surveyed site plan, overhead views, floor plans, drainage plans, carport/garage and shed details, driveway layout, deck/porch/lanai plans, along with associated construction materials and colors.
2. North (arrow), South, East, West orientation must be shown on all plan pages.
3. A landscaping plan must be provided. See ARC for the list of Florida's prohibited invasive plants NOT allowed in the Community.
4. A silt fence/erosion control must be in place around the perimeter of the entire Unit/Lot continually throughout construction, until a Certificate of Occupancy is issued, and/or the landscaping has been completed.
5. Damage to any adjacent Dwellings/structures, streets, seawalls, landscaping, etc. will be the responsibility of the Resident. The Association will seek damages directly from the Resident. It will be the Resident's responsibility to seek compensation from the offending contractor(s).
6. Plans must show distances to the Unit/Lot use lines on all four (4) sides and distances to adjacent Dwellings/structures, streets, and/or seawalls.
7. The Dwelling must be at least five (5') feet from the established Unit/Lot use line as determined via the ARC process.
8. The new Dwelling must be at least ten (10') feet from adjacent Dwellings or other flammable structures.
9. The rear of the Dwelling must be at least ten (10') feet from any canal, seawall, and rip/rap.
10. Nothing may extend over or be affixed to a seawall or associated structure, except for water and electric lines going to the dock.
11. Horizontal siding shall not extend to the ground. Brick, decorative block, or other materials approved by ARC shall be used for bottom skirting and must be a minimum of twelve (12") inches high. Other design alternatives may be considered by ARC on a case-by-case basis. The walls must have hydrostatic relief vents (flow through). This must comply with City and FEMA codes.
12. All new park models in the RV section must be approved via the ARC process.
13. Park models in the RV section must have skirting around the base of the Dwelling as approved via the ARC process.
14. ARC/Management will make every reasonable attempt to notify the Residents of adjacent Units/Lots when a new Dwelling is to be installed, including the location of exterior structural elements and features. Notification methods may, at a minimum, include a telephone call, email, USPS, or signposting at the new Dwelling location.

B. Site Drainage Requirements

All new Dwellings must have roof gutters and downspouts and provide drainage to the street. Underground drain systems are required. Drainage shall be designed to prevent water from impacting adjacent Units/Lots. Direct drainage to the canals/bay may be allowed, if approved. Ground drainage pipes shall be constructed of four-inch (4") pipe and terminated at the street with a bubbler system. Alternatively, a French drain system may be used, terminating at the street with a bubbler system.

C. Utilities

1. Utilities such as water and sewer connections, electrical, HVAC units, and/or propane gas cylinders should be located along the rear of the Dwelling and as far from the street and adjacent Dwelling living spaces as possible. Sewer clean-outs may not be located beneath the Dwelling.
2. Per Palmetto building codes and ordinances, ARC may place HVAC units at their discretion. The location of HVAC units should be carefully selected so as not to disturb adjacent Residents. Locations of existing bedrooms, lanais, and other outdoor leisure areas should be considered when placing HVAC units.
3. Construction plans must show the location of HVAC units, electrical connections, and propane gas cylinders, including elevations above ground.
4. Water access connections shall be underground and include an approved back flow prevention valve.

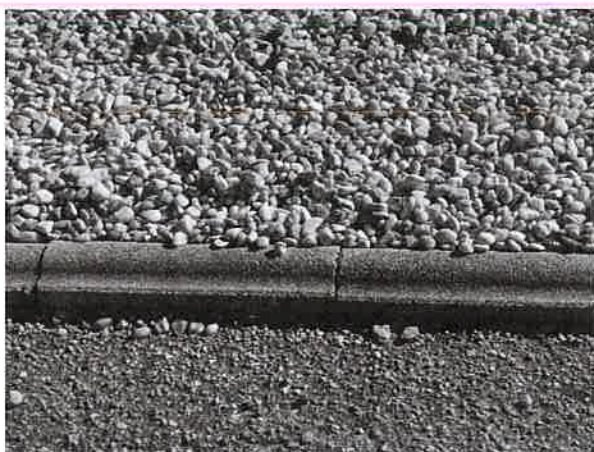
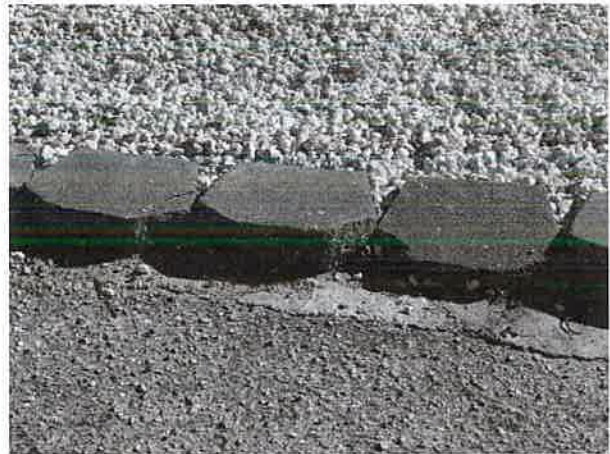
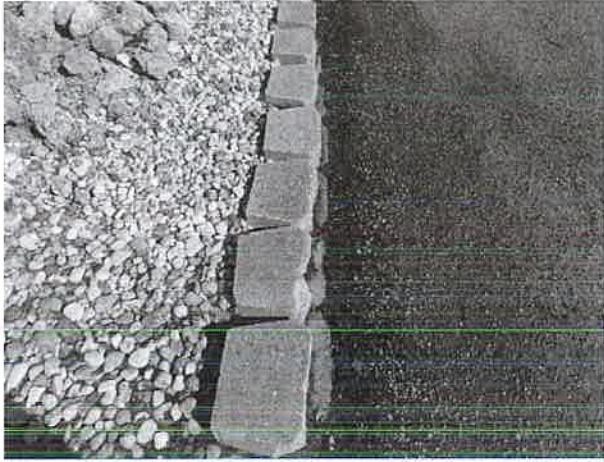
D. Landscaping

1. A landscape plan must be submitted with all new Dwelling applications. See ARC for the list of Florida's prohibited invasive plants NOT allowed in the Community.
2. No citrus/fruit trees will be allowed.
3. No shrubs or trees may be planted along Unit/Lot use lines.
4. Shells are not permitted in any landscaping project.
5. Rock(s) may be used for ground cover, provided they are a minimum of one and a half (1.5") inches in size and installed at a minimum depth of three (3") inches.
6. Landscaping, other than grass, at the front (street side) of the Dwelling shall have a border along the street to prevent washout. Cut stone, formed concrete, and parking bumpers are three of the approved types. **(See Appendix A for approved curbing samples.)**
7. If not already in place, the front area of the Unit/Lot must include at least one palm tree. Type, size, and location to be approved via the ARC process.

ARC and Management look forward to working with you through the process of installing your new Dwelling. Please let us know if there is anything we can do to assist and help make this experience a positive one for you and your family.

# ARCHITECTURAL GUIDELINES

## APPENDIX A - CURBING SAMPLES



**ARCHITECTURAL GUIDELINES**  
**APPENDIX B - REMOVAL OF DWELLING FROM COMMUNITY**

- Shareholders/Homeowners wishing to remove a manufactured Dwelling or park model from the Community must give Management at least thirty (30) days written notice prior to the removal date.
- Shareholders and Homeowners shall be responsible for the payment of all fees until the removal process is complete, including the removal of any concrete on the Unit/Lot, if necessary, in accordance with all governmental and Association requirements.
- Shareholders shall be responsible for the payment of all maintenance fees until the Share is sold.
- The Resident shall be responsible for any damage caused to Association property and adjacent Units/Lots during the removal process.
- Management/ARC will make every reasonable attempt to notify the Residents of adjacent Dwellings when an existing Dwelling is to be removed.

# RULES AND REGULATIONS

## APPENDIX 3

### DOCKS, LIFTS, FLOATING PLATFORMS, SEAWALLS, and WATERCRAFT

#### 1.1 Installation or Modification of Docks, Lifts, and Floating Platforms

- Installation of new docks, lifts, and floating platforms; and the expansion, or modifications to those existing, is not permitted without the prior written approval of Management, via the ARC, and permits from all required entities.
- The installation of docks, lifts, or floating platforms will not be approved without detailed drawings.
- Replacement of an existing dock will need to meet current ARC Guidelines.
- If the replacement of an existing dock is unable to meet current ARC Guidelines, the replacement of an existing dock and configuration will be subject to Section Special Exceptions of the current Rules and Regulations.
- The Resident will be responsible for compliance of installation, repairs, or modifications which must meet the current codes listed by the City of Palmetto.
- Canopies and other overhead protection attached to the dock or lift are not permitted.
- All Elevator Lifts must have a remote control, in order to elevate the lift when the watercraft is not on the lift. This also includes Single Piling and Dual Piling Lifts.
- Davits attached to seawalls are not permitted.
- In addition to these Rules and Regulations, all governmental laws and regulations must be adhered to regarding watercraft, lifts, floating platforms, and docks.

#### 1.2 Number of Docks Allowed and Placement

- To assure a fair and equitable distribution of docks, or slips, no Unit/Lot shall be entitled to more than one (1) dock or slip.
- Management, via the ARC, reserves the right to determine the exact location of docks, lifts, and floating platforms.
- A dock located perpendicular to the land usually creates two (2) slips. In such case, the dock that is assigned to the Unit/Lot Resident is entitled to the use of one slip.
- Angled docks will be considered to have two (2) slips.
- No docks, lifts, or any structures will be permitted to be placed on the outer perimeter of the seawall which directly abuts Tera Ceia Bay.
- No docks or any structures will be permitted in areas where riprap is present.

### 1.3 Dock Usage

- The use of all docks and slips is subject to the terms and conditions set forth by Management, via the ARC.
- Docks within the Association are for Co-op Residents and Members of TIPOA Residents' use only, with the exception of the Association-owned docks at the Marina.

### 1.4 Entitlement

- Entitlement to a dock/slip shall run with the User's ownership of the Association Share/Lease, thereof.
- In no case shall usage of a dock or slip be transferred separately from a Unit/Lot or Share/Lease.
- Situations needing exemptions may be determined by Management, via the ARC process, on a case-by-case basis. Such exemptions must be in writing and a copy of the agreement placed in the Unit/Lot file.

### 1.5 Sub-leasing of Docks and Shared Docks

- Docks may be sub-let to Co-op Residents and Members of TIPOA only and a copy of the lease agreement and watercraft registration must be placed in the Unit/Lot file.
- If a Resident sublets their Dwelling, any watercraft placed at a dock or lift at the Dwelling, must be registered to the Resident or the subletter.
- In the case of a resident-installed, perpendicular shared dock, by mutual agreement, the cost of the installation will be shared equally by those Residents.
- If the perpendicular shared dock has only one assignee, the Association has the right to assign the vacant slip to another Resident of the Community. That Resident shall pay half (½) of the installation cost of the dock to the Resident that installed the dock.
- Access to shared docks must remain unimpeded in order to allow both assignees access to their dock and watercraft.
- Parking associated with an assigned dock is not guaranteed and subject to parking rules.

### 1.6 Dock and Watercraft Size Limitations

- Docks may not exceed a maximum of one hundred square feet (100 sq. ft.) and must be approved via the ARC process.
- Docks must have a minimum width of three (3') feet, except on the Bimini Canal.
- Docks must observe the ten (10') foot setback requirements on each side of the Unit/Lot use lines.
- All watercraft, including appendages, must remain at least three (3') feet from existing Unit/Lot use lines when docked, in order to avoid damage to abutting watercraft at docks parallel to the seawall.
- Watercraft and docks cannot occupy more than twenty-five percent (25%) of the width of the canal as measured from the waterside of the seawall.

### 1.7 No Trespassing Signs

- Residents are permitted to place no more than two (2) “No Trespassing” signs on their dock or slip—one landside and one waterside.
- Signs may not exceed ten-by-fourteen (10”x 14”) inches in size.

### 1.8 Maintenance of Docks and Lifts

- Docks and lifts must be kept structurally sound and maintained to accepted industry standards for safety and appearance, and according to the Association’s Rules and Regulations.
- In the case of perpendicular docks assigned to two Residents, both Residents will be responsible for the cost of maintenance.
- Any structural change to an existing dock must be approved via the ARC process.
- Management cannot repair a dock at the Resident’s expense if the dock is deemed to be out of compliance, without prior written notice.
- Management reserves the right to remove a dock if the dock is not properly maintained, with prior written notice to the Resident.
- Painting of docks with preservative types of paint, stain, or other products must be approved via the ARC process.

### 1.9 Seawall Restrictions

- Under no circumstances will anyone be allowed to drill holes, attach nails, bolts, screws, or like materials, in or onto the seawall.
- No structure or materials of any type may extend over the seawall or riprap rocks, except for electric and water lines serving the docks.
- Electric and water lines currently extending over the seawall cap may remain until a new dock, lift, or seawall is installed.
- If the seawall is being replaced, new installation of electric and water lines serving the docks/lifts must have a conduit core drilled or sleeved below the seawall cap as approved via the ARC process.
- No painting, sealing, or staining of the seawall is permitted by Residents.
- Access along the entire length of the seawall must be unimpeded.

### 1.10 Watercraft Information

- No watercraft shall interfere with or impede navigation within the marina or waterways of the Community.
- All watercraft must be currently registered or documented as required by law.
- Residents and subletters of docks must hold the title, registration, or documentation of their watercraft.
- Watercraft with a length greater than twenty-five (25’) feet and with a beam greater than nine (9’) feet must be approved by Management for use in the North Basin and on the Bimini Canal. Watercraft are measured for overall length including appendages.



- No “liveaboards” are permitted anywhere in the Community. A “liveaboard vessel” is defined as any vessel used solely as a residence and not for navigation; or represented as a place of business.
- Derelict vessels are not permitted in the Community. A “derelict vessel” is defined as any vessel that is left, stored, or abandoned in a wrecked, junked, or substantially dismantled condition.
- If a vessel is deemed derelict, it must be removed within ten (10) days of notice and at the owner’s expense.
- Boating guests are subject to the same Rules and Regulations as any other Guests.
- Kayak racks are available for rental. The Association cannot be held liable for loss or damage to kayaks stored on the racks.
- Commercial watercraft (other than at the Marina slips) are not allowed to occupy any slips in the Community.

#### 1.11 Watercraft Maintenance

- Watercraft must be kept clean and free of mold and mildew.
- Watercraft washing is permitted in the Community only when a hose with a handheld automatic shutoff nozzle is used.
- Extensive watercraft repairs are not allowed in the Community (excluding the Boatyard).
- Routine maintenance and minor repairs of watercraft are permitted, provided they can be completed in a timely manner, performed in a clean and safe manner, and without disturbing adjacent Residents.

#### 1.12 Boatyard Storage

- The use of the Boatyard site is open to all Co-op Residents, Members of TIPOA, and lease holders of the Association-owned slips at the Marina.
- The Boatyard is primarily for the storage of watercraft and watercraft trailers.
- The Boatyard has limited storage capacity and is available on a first come-first served basis, with priority given to watercraft and watercraft trailers.
- Any watercraft in the Boatyard must be on a trailer.
- Applicants must complete a Boatyard application and comply with the existing policies of the Association.
- Residents who use the Boatyard must purchase an annual Boatyard Sticker that must be displayed on the upright arm, or tongue, of the trailer.
- The license agreement term of the Boatyard Sticker is January 1 through December 31 of any given year.
- Watercraft and watercraft trailers are subject to towing if fees are not paid, and the sticker is not properly displayed and clearly visible.

1.13 Boat Launch

- The use of the Boat Launch is for Co-op Residents, Members of TIPOA, and lease holders of the Association-owned slips at the Marina.
- Residents shall be required to obtain the free Boat Launch Permit to be affixed on the watercraft before launching.

# RULES AND REGULATIONS

## APPENDIX 4

### VEHICLES and PARKING

#### 1.1 Vehicles Defined

The term "vehicle" includes any motorized vehicle that rides on wheels, other than nonmotorized bicycles.

#### 1.2 Speed Limits

- The speed limit for all vehicles on Community streets is fifteen (15) miles per hour, unless marked otherwise.
- Twenty Eighth Ave. W. is a city street, and the speed limit is posted by the city.
- Bicycles and golf carts shall abide by the "Rules of the Road."

#### 1.3 Age Restriction to Operate Golf Carts

- Golf carts are motor vehicles and are not to be operated by children under the age of sixteen (16) throughout the Community.
- The operation of golf carts must comply with state laws and local ordinances.

#### 1.4 Vehicle/RV Maintenance and Repair

- Vehicle and RV washing is permitted in the Community when a hose with a handheld automatic shutoff nozzle is used. Water conservation is expected.
- Recreational vehicles more than ten (10) years of age will NOT be allowed to be parked, housed, stored, or in any other way used or displayed in the RV section of the Community unless approved by Management.
- Routine maintenance and minor repairs of vehicles and RV's is permitted provided they can be completed in a timely manner, performed in a clean and safe manner and without disturbing adjacent Residents.
- Vehicles within the Community must be operational and have a current registration.

#### 1.5 Parking

- Each Resident is permitted no more vehicles than can be accommodated by their carport, driveway, or assigned parking.
- All vehicles must be parked parallel to the carport. Parking across the end of the driveway by Residents is prohibited.
- No vehicle may be parked in such a manner or location to impede visibility around any intersection/corner or stop sign.
- PARKING AND/OR DRIVING ON THE GRASS IS NOT PERMITTED ANYWHERE IN THE COMMUNITY, except as described in Section Parking Vehicles in the RV Section.
- Any area not designated (grass, stone, vacant lots/pads, etc.) as a parking or driving surface may NOT be used by any vehicle.

- Commercial vehicles including, but not limited to, delivery trucks or vans, special use trailers, or vehicles adapted for business use are NOT permitted.
- Commercial delivery or service vehicles may not be parked unattended on Community streets.
- Loading or unloading of vehicles is permitted subject to a twenty-four (24) hour limit.
- Vehicles may not occupy parking spaces of other Residents without their expressed permission.
- Parking is not permitted on the streets between the hours of 12 midnight and 6 AM.
- With prior approval from the Management, vehicles may be parked at the Auditorium, Yacht Club, and at the Bimini Point parking lots. Vehicles must display Management-issued temporary parking permits.
- Vehicles, storage trailers, travel trailers, watercraft trailers, and/or watercraft are NOT allowed to park on vacant Association-owned lots without prior approval from Management. A temporary parking permit is required and must be displayed.
- Golf cart parking is allowed on driveways, in carports, or designated parking pads as approved by ARC.

#### 1.6 Marina Parking

Non-Resident slip renters at the Marina may obtain a temporary parking permit from the Office and park their vehicle at the Yacht Club while using their watercraft. No overnight parking is allowed.

#### 1.7 Parking Vehicles in the RV Section

Due to inadequate off-street parking in the RV section, the following rules apply:

- Residents on the EAST side of Bahia Drive are permitted to park one (1) vehicle in addition to their RV on their Unit/Lot.
- Residents on the WEST side of Bahia Drive will have one (1) designated parking space in front of their Unit/Lot on the west side of the street.
- Residents on Basin Dr. will have one (1) designated parking space on the street.
- Residents on Montego Dr. and the RV Units/Lots on Terra Ceia Dr. must follow the same parking regulations as the rest of the Community.
- Management may limit the number, size, and/or placement of vehicles on any RV Unit/Lot according to City codes.

#### 1.8 Guest Parking

- Residents must request parking permits at the Office to allow Guests to have temporary parking in areas such as at the Auditorium, Yacht Club, and the area commonly referred to as Bimini Point. A temporary parking permit is required and must be displayed.
- Guests of Residents in the RV Section will be permitted to park on the vacant Association-owned RV Units/Lots for a limited time and only if a permit is issued by the Office.
- All temporary permits are based on availability and issued when not interfering with pre-planned activities at the Auditorium or Yacht Club.
- All Guests are subject to the same rules and regulations as Residents, including towing.

### 1.9 Parking Rules Compliance Notice

Whenever possible, Management shall notify the vehicle owner in writing of the specific violation by placing a copy of the Compliance Notice on the offending vehicle. The notice will allow for a specific time to cure the violation.

### 1.10 Towing

- If the offending vehicle remains after the deadline indicated in the Compliance Notice or the owner is a repeat offender after the second notice, the vehicle is subject to towing without further notice at the owner's expense.
- Vehicles parked in a designated "Fire Lane", "Tow Away Zone", or those creating a hazardous condition may be towed without warning.

# **RULES AND REGULATIONS**

## **APPENDIX 5**

### **SALE OR SUBLETTING OF A DWELLING OR RV UNIT/LOT**

#### **1.1 Sales, Transfers of Title or Lease**

- In order to comply with the “Housing for Older Persons Act” and the Master Form Occupancy Agreement, the transfer of an Association Unit/Lot or Dwelling by any owner shall be subject to the conditions set forth in the Master Form Occupancy Agreement.
- It shall be necessary for Management to approve in writing, all sales, transfers of title, leases of a Dwelling, or subleases of an Association Unit/Lot or Dwelling before such sale, transfer, or lease, shall be valid and effective. Income verification, criminal background check, and/or credit check of all proposed occupants may be required.
- If a Dwelling or RV Unit/Lot is sold to someone who is not approved by Management, the occupant may not be allowed to reside in the Community.

#### **1.2 Subletting/Sub-occupancy of Dwellings and RV Units/Lots**

- The minimum period of a sublet shall be for thirty (30) days.
- Residents who wish to rent or lease their Dwelling or RV Unit/Lot must have the applicant complete an application at the Management Office, submit to a criminal background check, and pay the associated processing fee.
- An RV older than ten (10) years is subject to prior approval by Management before being placed in the Community.
- The Subletter must meet the requirements of the “Housing for Older Persons Act”.
- The Subletter will be given the current Rules and Regulations and must agree to abide by them during the term of their sub-occupancy.
- The Subletter shall not allow any other person or persons to rent, sublet, lease, or sublease the Dwelling, or any portion of the Unit/Lot.

#### **1.3 Ownership Interest**

- No person or entity is permitted to purchase or rent more than two (2) shares, Dwellings, or RV Units/Lots in the Community.
- The spouse of the Shareholder shall also be considered the Shareholder for the purpose of this rule.
- The number of Shareholders who own shares is restricted to two (2) immediate family members of the same household.

# **RULES AND REGULATIONS**

## **APPENDIX 6**

### **TROPIC ISLES' CIVILITY PLEDGE**

***A commitment to fostering a climate of open discussion and debate, mutual respect, and tolerance between all who live in, work in, and visit Tropic Isles.***

1. We expect each individual, whether a Resident, guest, Board or committee member, Community Association Manager, staff member, business partner, or contractor, to be accountable for his or her own actions and words.
2. We believe all interactions in the community should be civil despite any differences of opinion on a particular issue. We believe in finding common ground and engaging in civil discussion about community issues important to each of us.
3. We vow to respect all points of view and will strive to provide a reasonable opportunity for all to express their views openly—without attacks and antagonization. We agree to keep our discussions focused on the business issues at hand, as well as on the ideas and desired outcomes.
4. We urge all Residents to be engaged and informed. Get to know your neighbors, your Board members, and your Community Manager. Attend meetings, join a committee, or serve on the Board. Understand the community's rules, regulations, Governing Documents, and the value they add. Ask questions and share your opinions.
5. We also encourage all residents to review Tropic Isles' Rights and Responsibilities for a Better Community. The principles laid out in the document can serve as important guideposts for all those involved in our Community: Residents, Guests, Board and committee members, Community Association Managers, staff members, business partners, and contractors.
6. We believe these commitments to civility, as well as engaged and informed Residents, are a vital part of our shared goal of being a vibrant, thriving community. These commitments are our guiding principles.

## **RIGHTS AND RESPONSIBILITIES FOR A BETTER COMMUNITY**

### ***Principles for Tropic Isles' Residents and Community Leaders***

Our goal is to establish Tropic Isles as a place people want to call home and where they feel at home. This goal is best achieved when our Residents and Association leaders recognize and accept their rights and responsibilities. This entails striking a reasonable balance between the preferences of individual Residents and the best interests of the Community as a whole.

It is with this challenge in mind that Tropic Isles has developed Rights and Responsibilities for a Better Community. Rights and Responsibilities for a Better Community can serve as an important guidepost for all those involved in our Community—Board and committee members, Community Manager, and Residents.

#### **RESIDENTS HAVE THE RIGHT TO:**

- A responsive and competent community Association.
- Honest, fair, and respectful treatment by community leaders and Managers.
- Participate in governing the Community Association by attending meetings, serving on committees, and standing for election.
- Access appropriate Association books and records.
- Prudent expenditure of fees and other assessments.
- Live in a community where the property is maintained according to established standards.
- Fair treatment regarding financial and other Association obligations, including the opportunity to discuss payment plans and options with the Association before foreclosure is initiated.
- Receive all documents that address Rules and Regulations governing the Community Association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the Community.
- Appeal to appropriate Community leaders those decisions affecting non-routine financial responsibilities or property rights.

#### **RESIDENTS HAVE THE RESPONSIBILITY TO:**

- Read and comply with the Governing Documents of the Community.
- Maintain their property according to established standards.
- Treat Association leaders honestly and with respect.
- Vote in Community elections and on other issues.
- Pay Association assessments and charges on time.
- Contact Association leaders or Managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- Request reconsideration of material decisions that personally affect them.
- Provide current contact information to Association leaders or Managers to help ensure they receive information from the Community.



- Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all Rules and Regulations.
- Accept the resolution to issues regardless of the Resident's position.

**COMMUNITY LEADERS HAVE THE RIGHT TO:**

- Expect owners and non-owner Residents to meet their financial obligations to the Community.
- Expect Residents to know and comply with the Rules and Regulations of the Community and to stay informed by reading materials provided by the Association.
- Respectful and honest treatment from Residents.
- Conduct meetings in a positive and constructive atmosphere. Receive support and constructive input from owners and non-owner Residents.
- Expect personal privacy at home and during leisure time in the Community.
- Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the Association.

**COMMUNITY LEADERS HAVE THE RESPONSIBILITY TO:**

- Fulfill their fiduciary duties to the Community and exercise discretion in a manner they reasonably believe to be in the best interests of the Community.
- Exercise sound business judgment and follow established management practices.
- Balance the needs and obligations of the Community as a whole with those of individual Residents.
- Understand the Association's Governing Documents and become educated with respect to applicable state and local laws, and to manage the Community Association accordingly.
- Establish committees or use other methods to obtain input from owners and non-owner Residents.
- Conduct open, fair, and well-publicized elections.
- Welcome and educate new members of the Community—owners and non-owner Residents alike.
- Encourage input from Residents on issues affecting them personally and the Community as a whole.
- Encourage events that foster neighborliness and a sense of Community.
- Conduct business in a transparent manner when feasible and appropriate.
- Allow Residents access to appropriate Community records, when requested.
- Collect all monies due from owners and non-owner Residents.
- Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual Residents to meet their financial obligations to the Community.
- Provide a process that Residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the Association's Governing Documents.
- Initiate foreclosure proceedings only as a measure of last resort.

- Make covenants, conditions, and restrictions as understandable as possible, adding clarifying “lay” language or supplementary materials when drafting or revising the documents. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of Community leaders, e.g., officers, the Board, and committees. (Community Associations may want to develop a code of ethics.)

## **HOSTILE ENVIRONMENT HARASSMENT**

Tropic Isles Co-op, Inc. is committed to maintain a community environment that encourages appropriate conduct among our Residents and respect for individual values and sensibilities. Accordingly, Tropic Isles Co-op, Inc. intends to enforce discriminatory actions of Residents who harass or create a hostile environment harassment for other Residents, Guests, Board or committee members, Community Association Manager, staff members, business partners, or contractors.

In 2016, the US Department of Housing and Urban Development (HUD) created new regulations pertaining to HOSTILE ENVIRONMENT HARASSMENT.

Tropic Isles is committed to educate their Board members, managers, and employees about the types of conduct that could result in discrimination claims under the Fair Housing Act. Associations should enact anti-discrimination policies and act promptly to address any complaints. Your Association will use the enforcement provisions in our Governing Documents to correct and end discriminatory conduct, and mediate disputes between Residents.

### ***What is hostile environment harassment?***

HUD rules define hostile environment harassment as unwelcome conduct that interferes with the availability, sale, rental, use, or enjoyment of a Dwelling and other housing-related activities. These discriminatory actions are further defined as:

**(a) General.** Quid pro quo and hostile environment harassment because of race, color, religion, sex, familial status, national origin, or handicap may violate sections 804, 805, 806 or 818 of the Act, depending on the conduct. The same conduct may violate one or more of these provisions.

**(b) Quid pro quo harassment.** Quid pro quo harassment refers to an unwelcome request or demand to engage in conduct where submission to the request or demand, either explicitly or implicitly, is made a condition related to the sale, rental, or availability of a Dwelling; the terms, conditions, or privileges of the sale or rental, or the provision of services or facilities in connection therewith; or the availability, terms, or conditions of a residential real estate-related transaction. An unwelcome request or demand may constitute quid pro quo harassment even if a person acquiesces in the unwelcome request or demand.

**(c) Hostile environment harassment.** Hostile environment harassment refers to unwelcome conduct that is sufficiently severe or pervasive as to interfere with: the availability, sale, rental, or use or enjoyment of a Dwelling; the terms, conditions, or privileges of the sale or rental, or the provision or enjoyment of services or facilities in connection therewith; or the availability, terms, or conditions of a residential real estate-related transaction. Hostile environment harassment does not require a change

in the economic benefits, terms, or conditions of the Dwelling or housing-related services or facilities, or of the residential real-estate transaction.

**(d) Type of conduct.** Harassment can be written, verbal, or other conduct, and does not require physical contact.

The above are excerpts from the regulations. The complete regulations are found in Title 24 CFR 100.600 Discriminatory Conduct Under the Fair Housing Act.

### ***Safe Environment for Employees***

In 2017, Tropic Isles adopted Resolution #28 whereby the Association is committed to provide a safe, hostile, and harassment free work environment for its employees. The Association is resolute that there will be no discrimination based on race, creed, religion, ethnicity, national origin, sex, disability, age, or familial status.

### ***Civility Code for Board Meetings***

On December 19, 2019, the Board of Directors approved and adopted a Civility Code for all Board Meetings.

#### **Tropic Isles Civility Code for Board Meetings**

- No one may speak without being recognized by the Chair and introducing themselves with their name and address.
- Each person speaking will be treated with respect and the speaker should treat others with respect.
- Personal attacks, abusive or disrespectful language, and disruptive behavior are prohibited.
- No debating and/or repeated questions.
- No one may speak more than once on any agenda item.
- No one may speak more than three (3) minutes.
- A Sergeant-At-Arms will be identified for each meeting.

### ***Enforcement Actions by Tropic Isles***

If a dispute results in hostile environment harassment, Tropic Isles will take prompt action and use the authority it has under our Governing Documents to end the harassment. This authority is fully described in Article 12 of our Bylaws.

