

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Board of Directors in accordance with the Amended and Restated Declaration of Condominium for Coachman Creek, a Condominium. Should any rule or regulation herein conflict with the Declaration of Condominium, the Declaration of Condominium shall govern. The following rules and regulations may be amended by the Association from time to time.

1. **RESPONSIBILITY.** Each unit owner shall be responsible for ensuring that the owner's family, guests, invitees, tenants and occupants comply with all provisions of the Association's governing documents. Unit owners will be liable to the Association for any damage to common elements caused by their child, lessee, or guest and for any disturbances caused by same. All owners and residents have a duty to promptly report to the Association or management, any defect, or need for repair or maintenance, for which the Association is responsible.
2. **SINGLE FAMILY USE.** No unit shall be used for any purpose other than single family residential use. Single family shall mean one or more persons who are all related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit.
3. **LIMITS ON BUSINESS, PROFESSIONAL, AND NON-RESIDENTIAL ACTIVITIES.** No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the condominium property, or in any condominium unit.
4. **TIMESHARE.** No unit shall be used as a timeshare.
5. **NUISANCE PROHIBITED.** No nuisances shall be allowed to be committed, or maintained upon the condominium property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents.
 - a. Any domestic disturbance requiring police intervention will be deemed a violation of this provision.
 - b. Construction work and/or repairs to a unit shall be performed between the hours of 8:00am and 8:00pm (except in the event of an emergency). Work performed outside of these limitations shall be deemed a violation of this provision.
6. **ASSOCIATION BUSINESS.** Owners and residents shall not interfere with official Association business. Complaints concerning items related to the Association's business must be delivered to the management office in writing. Tenants must address their concerns to the unit owner. All notices from the Association will be posted on the six (6) enclosed bulletin boards located by the mail boxes. Copies of Association documents are available upon request at a cost of \$.25 per page. Members of the Association may examine the records of the Association at the office upon written request and by appointment only. Members of the Association may speak at any of the Board meetings on any item on the agenda posted when the floor is opened for member comments. The maximum time allotted shall be 5 minutes per member. Only members of the Association will be allowed to attend Board Meetings.
7. **IMMORAL, IMPROPER, AND OFFENSIVE USE.** No immoral, improper, or offensive use shall be made on the condominium property, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
8. **COMMON ELEMENTS.** No unit owner shall permit any use of their unit or use of the common elements that will increase the cost of insurance upon the condominium property. No grilling or barbecuing of any kind shall be permitted on the common elements. All walkways, stairwells, and

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

stairways must be kept clear at all times. No unit owner or resident shall place or install plants, flowers, bushes, trees or any other landscaping on the common elements, whether potted, planted, hung or otherwise. The space inside the perimeter walls of a unit is the only space that is owned or leased.

9. CONDOMINIUM AND PERSONAL PROPERTY. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No personal items including, but without limitation, bicycles, carriages, toys, furniture, or any other objects may be stored on the common elements. Any personal property found on the common elements may be removed and disposed of by the Association. The personal property of unit owners and occupants must be kept in their respective units or limited common elements, subject to reasonable restrictions adopted by the Board of Directors. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the buildings in the condominium. Notwithstanding the foregoing, one removable United States flag no larger than 4 1/2 feet by 6 feet may be displayed in a respectful manner in accordance with, and in the manner proscribed by the Florida Statutes. Removable official service flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, may be displayed on Armed Services Day, Memorial Day, Independence Day and Veterans Day.

11. EXTERNAL STORAGE. Portable On Demand Storage System (PODS) or similar external storage systems and/or units are not permitted on the condominium property.

12. BALCONIES, TERRACES, AND PORCHES.

A. All balconies, terraces, and porches must be kept cleaned and uncluttered. Objects over forty-two (42) inches in height, charcoal and gas grills, laundry garments, towels and objects other than bicycles, potted plants and patio furniture, shall not be placed on a balcony, terrace, or porch. Objects shall not be permitted to hang over or be attached to any exterior balcony wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. Penetration of the surfaces of a balcony, terrace, or porch wall or floor is prohibited.

B. Installation of any kind of floor covering, within or upon any balcony, terrace, or porch including but not limited to carpet and/or tile, is strictly prohibited.

C. No item may be stored underneath any stairwell. The Association may impound any article stored under the stairs and dispose of them.

D. All satellite dishes must be installed inside the perimeter of the balcony, terrace, or porch. Satellite installation is prohibited on any portion of the common elements, which shall include the building, walls, or roof.

13. SIGNS. No person may post or display any signs anywhere on the condominium property, including "For Sale," "For Rent," "Open House," and other similar signs. No solicitation of any kind shall be permitted on condominium property. Unit owners may post items for sale on any one of the four (4) bulletin boards located in the laundry rooms and by the office. Bulletin boards in laundry rooms are designated for the use of the residents only. Items posted may be removed at the discretion of the Association.

14. OCCUPANCY. No unit shall be permanently occupied by more than two (2) persons for each bedroom in the unit. Under no circumstances may more than one (1) single family reside in a residential condominium unit at one time. A family shall be limited to spouses, parents, parents-in-law, children, and grandchildren.

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

15. VEHICLES AND PARKING. Any vehicle parked on condominium property does so at vehicle owner's risk. The Association shall not be liable for any vehicle damage while parked on condominium property. The following restrictions shall apply to the parking of vehicles at the condominium:

A. Only conventional passenger vehicle may be parked on the common elements. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, vans (must have back seats and windows all the way around) and pick-up trucks which do not exceed ½ ton, sport utility vehicles, and similar vehicles provided they are able to be parked completely within the dimensions of the parking spaces, and provided they contain no external commercial markings. Magnetic signs must be removed while parking at the complex. Construction materials or equipment including ladders, shall not be allowed to be openly stored in any pick-up truck bed. All other motor vehicles, including but not limited to commercial vehicles, trucks, boats, campers, recreational vehicles, trailers, motorhomes, mobile homes, motorcycles, and mopeds shall not be parked on the condominium property.

B. All resident owners and tenants must obtain and display the appropriate parking decal for their vehicle on condominium property. Owners of record (names that appear on the deed of the property) shall receive the parking decal free of charge. All other residents and tenants must pay a onetime, nonrefundable fee of \$20.00 for a decal. Decals must be displayed on the rear window of the vehicle.

C. Parking Spaces. The Association shall assign one parking space to each unit and the Association shall maintain a roster of all assigned parking spaces. Unassigned parking spaces shall be used for overflow and guest parking. Only the person approved for residence is allowed to park on the premises. All vehicles must be parked with head lights forward – backing into parking spaces is prohibited.

D. No more than one vehicle per licensed driver residing in a unit shall be permanently parked on the condominium property.

E. All overnight visitors shall obtain a temporary parking pass and display the pass on the rear window for the duration of their visit. Visiting guests driving restricted vehicles such as pick-up trucks in excess of ½ ton, motorcycles, scooters, or mopeds are limited to parking by the tennis court area while visiting and shall walk to the building they are visiting. Under no circumstances shall the restricted vehicle be permitted to be parked or driven to any other area on condominium property. Visiting guests driving restricted vehicles must remove their restricted vehicle from condominium property by 6 PM. Any restricted vehicle parked overnight may be towed at the owner's expense. During normal business hours, service vehicles may be temporarily parked in parking areas during the time they are actually servicing a unit. Vehicles responding to an emergency shall not be limited by these restrictions.

F. All vehicles must be operable and must have a valid license plate.

G. Repair or maintenance of vehicles is prohibited. Authorized, registered vehicles may be washed only on Saturdays, or as directed by the City of Clearwater, using a hose and nozzle that can turn the water off when not in use. Any vehicle that is damaged after being issued a decal must be repaired within forty-five (45) days. No inoperable or damaged vehicles may be stored on the condominium property. Extenuating circumstances must be submitted in writing to the Board of Director for an extension.

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

H. The Association shall have the right to tow any non-compliant vehicle from the property at the owner's expense. The following are a few examples which may result in a vehicle being towed:

1. Parking in any non-designated parking area.
2. Parking in front of any garbage collection station.
3. Parking in any designated maintenance space.
4. Parking in any designated manager parking space.
5. Parking in more than one space.
6. Not properly displaying a valid parking decal or temporary pass.
7. Not displaying a valid license plate.
8. Any guest parking in an owner's assigned space.
9. Backing into a parking space.
10. Ignoring violation notices.

16. **ASSESSMENTS.** Assessments and installments thereon not paid when due shall bear interest at the highest rate allowed by law from the date due (10th of the month) until paid. The Association shall also have the right and power to levy a late fee, in addition to interest, in an amount determined by the Association from time to time, up to the highest amount allowed by law, on any unpaid assessments. No payment by check is deemed received until the check has cleared.

17. **UNIFORM APPEARANCE.** No unit owner shall place or install any colored, reflecting, or solar material on any windows without written approval of the Association. All shades, Venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color. Unit owners may not make any alterations to the limited common elements. Screen doors may be installed on front doors. Balconies, patios, and terraces may be screened, however, approval must be obtained prior to any installation. Screening aluminum frame work must be brown enamel with smoke color screen. Any window film applied must be transparent and non-reflective. No mirrored film is allowed.

18. **AIR-CONDITIONING UNITS, WINDOW, AND EXHAUST FANS.** No window air-conditioning units, window fans, or exhaust fans shall be installed in a unit.

19. **GARBAGE DISPOSAL.**

A. No garbage or refuse shall be placed or stored on the common elements.

B. All trash must be contained in a closed bag or other acceptable trash container before being deposited in the trash dumpster. All corrugated cardboard boxes must be flattened before being placed in the dumpster.

C. No construction materials, chemicals, paint, oil, large household items, including but not limited to appliances, mattresses, box springs, televisions, or furniture, or any other similar item(s) may be disposed of on the condominium property. If you purchase new large household items, please make arrangements to have the old large household items hauled away.

D. Only recyclable items designated by the City of Clearwater are permitted in the recycling bins. Do not discard trash in any of the recycling bins.

20. **PETS.**

A. A unit owner may keep no more than three (3) domesticated cats in his or her unit provided they are neutered or spayed, and declawed. Small fish, birds, and hamsters are allowed, provided they are properly confined or caged, and provided they are not bred for commercial purposes. No other pets

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

of any kind shall be permitted in any unit. All pets must be inoculated as required by law and are only allowed in the common elements provided they are caged or leashed. Unit owners or other residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be evidence that such pet is causing an unreasonable disturbance or annoyance. Any pet causing, creating, or contributing to a nuisance (including excessive odor) or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the Board.

B. Unit owners or residents may not feed, keep as pets, or permit within the units or limited common elements, any wild or feral animals.

C. Visitors are not allowed to bring restricted pets on condominium property.

21. LEASING.

A. No unit may be leased during the first twelve (12) months of ownership following the transfer of said unit, during which period the unit must be occupied by a "bona fide owner" or must remain vacant.

B. All leases shall be subject to prior approval of the Association and no lease shall be for a period of less than one year. Owners renting their units are responsible for obtaining a rental packet from the office and making copies for future use, informing prospective tenants of all fees, rules and regulations, and explaining criteria relating to a criminal background check. Tenants must attend an in-person interview by appointment only. Management has twenty days to approve of an application. A tenant may not move into a unit without obtaining association approval.

C. Only those persons approved at the time of the application and interview process will be considered legal occupants of the unit. No lease renewal, subleasing, assignment of a lease, or any other change in occupancy, is permitted.

D. In addition to the \$100.00 application fee, all tenants over the age of 18 are subject to a criminal background check. A U.S. criminal background check is \$30.00. International background checks vary in cost and can take up to fourteen (14) days to receive the results. The Association may require that the lessee place a security deposit, not to exceed the maximum amount permit by law, into an escrow account maintained by the Association which shall protect against damages to the common elements or Association property.

22. VISITOR OCCUPANTS. Unit owners or approved lessees shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, with respect to each such visitor.

A. In the absence of the unit owner or approved lessee(s), only immediate family shall be allowed to occupy a unit as visitor occupants. "Immediate family" includes and is limited to spouses, parents, grandparents, children, siblings, grandchildren (and their respective spouses or cohabitating partners) of the owner or approved lessee of the owner's unit.

B. Guests in Absence of Owner. Any guests occupying a unit in the absence of an owner other than "visitor occupants" as defined above, shall be deemed tenants, and shall be subject to approval by the Association in the manner required for leases as set forth above, even if no compensation has been received for the use of the unit.

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

23. LIMITATION ON OWNERSHIP.

- A. No persons may acquire title to more than three (3) units in the condominium property. In addition, if any individual acquires more than two (2) units, he/she must occupy the third unit.
- B. Additionally, no more than two (2) individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units.

24. RECREATIONAL FACILITIES.

- A. Recreational facilities are open from dawn until dusk. Residents must accompany their children under 12 years of age while using any of the facilities.
- B. Visitors must be accompanied by the unit owner or tenant of the unit they are visiting. Unaccompanied visitors will be asked to vacate the premises.
- C. Owners, tenants, and visitors shall abide by the pool use rules that are clearly posted on each of the pools. Food, alcoholic beverages, glass containers, running, diving, and playing around the pool area is prohibited. Children should be properly supervised while using the pool area.
- D. The club house recreation room may be rented for a reasonable fee, which will be refunded provided no damage is done to the room during the time the room is rented. Please see the Clubhouse Rental Addendum for complete details. The Board of Directors may adopt additional rules, regulations and policies relating to clubhouse use and rentals from time to time.
- E. The tennis courts are kept locked for the protection of all residents. After using the tennis court, please ensure the gate is locked. Children should be supervised and should not use the tennis court for any inappropriate activity. Appropriate attire is required.
- F. Owners may purchase a key for entry to all recreation facilities (including the tennis courts) from the office for \$50.00. Only one key per unit may be purchased, and the cost of a replacement key is also \$50.00.

25. SAFETY. For the safety of our residents, children under 12 years of age must be accompanied by an adult when using recreational facilities. The following activities are prohibited on the common element parking areas and road ways: roller skating; roller blading; skate boarding; ball playing, and picnicking. Smoke detectors are required in each unit. Please make sure that the smoke detectors are in good operating condition. Each building fire extinguisher is maintained and certified by the Association.

26. WATER BEDS. Water beds are allowed only on first floor units. If moving into a second or third floor unit, proof of insurance in the amount of \$100,000.00 must be provided in order to move in with a water bed. The unit owner will be held responsible for any damages to the unit or any adjacent unit if such damage was caused by a leak from the water bed and a claim will be filed against the unit owner's insurance. Insurance must be kept in force during the time that the water bed remains in the unit.

27. MAINTENANCE, MODIFICATIONS, AND ALTERATIONS. Unit owners shall be responsible for maintenance, repair, replacement, and protection of the unit as specifically set forth in the Declaration of Condominium, and as set forth in the Condominium Act. If you have specific questions regarding maintenance responsibility, please contact the Association's manager.

- A. Owners may not paint, decorate, or otherwise change, the appearance, or any portion of the appearance, of the exterior of the condominium building.

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

B. Flooring. A unit owner who desires to install in place of carpeting any hard-surface floor covering (e.g. hard wood, laminate, linoleum, marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the removal of such hard-surface flooring at the expense of the offending unit owner.

C. Pest Control. Unit owners shall be responsible for treatment of the individual units for all interior pests, specifically including, but without limitation, drywood termites, roaches, bugs, rodents, etc.

D. Unit owners and tenants are required to maintain the interior of the units at all times in a manner which would prevent the development of mold, mildew, or similar toxic growth. When a unit is expected to be vacant or unoccupied for a period of forty-eight (48) hours or more, it shall be the responsibility of the unit owner or tenant to turn off the water supply to the unit, including the water supply to the refrigerator, dishwasher and hot water heater during such period of time, and turn off the electric power to the hot water heater. Additionally, the unit owner or tenant shall run the air conditioning unit during such time to maintain a proper humidity level during such absence, for the purpose of preventing the occurrence of microbial growth that could develop if moisture enters the unit during such times. Further, the unit owner is to arrange to have someone visit and inspect any unoccupied unit at least one (1) time every two (2) weeks, in order to determine whether any leaks have occurred. If any leak, microbial growth, or other damage is found, the Association shall be immediately notified.

28. ASSOCIATION'S ACCESS TO UNITS. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of inspection for microbial growth, pest control, and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the non-availability of a key.

29. FINES. Fines may be levied for violations of these Rules and Regulations in accordance with the Declaration of Coachman Creek and the Florida Condominium Act.

IN WITNESS WHEREOF, the Coachman Creek Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 28th day of March, 2016.

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

BY:

Michael Werner

(Signature)

Michael Werner, President

(Printed Name)

Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015327002 11/09/2015 at 11:59 AM
OFF REC BK: 18983 PG: 1340-1391
DocType: CONDO RECORDING: \$443.50

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COACHMAN CREEK, A CONDOMINIUM

I hereby certify that at a duly called meeting of the members of Coachman Creek Condominium Association, Inc., held on October 14, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Condominium for Coachman Creek, a Condominium, attached hereto as EXHIBIT A, was duly adopted by the membership. The original Declaration of Condominium for Coachman Creek, a Condominium was recorded in Pinellas County, Florida, Official Records Book, ("ORB"), 4913, Page 1436 et seq., September 17, 1979, (hereinafter the "original Declaration") and subsequently amended in ORB 5741, Page 1785 et seq., April 9, 1984, ORB 5974, Page 10137 et seq., April 15, 1985, ORB 6075, Page 1683 et seq., September 11, 1985, ORB 6710, Page 964 et seq., March 25, 1988, ORB 7048, Page 1251 et seq., July 17, 1989, ORB 7765, Page 10 et seq., December 20, 1991, ORB 8116, Page 1471 et seq., December 10, 1992, ORB 8567, Page 1498 et seq., February 16, 1994, ORB 8859, Page 115 et seq., December 7, 1994, ORB 9914, Page 98 et seq., November 24, 1997, ORB 10279, Page 1689 et seq., October 23, 1998, ORB 13917, Page 655 et seq., November 1, 2004, ORB 15472, Page 1617 et seq., November 13, 2006, ORB 16903, Page 231 et seq., May 3, 2010, and ORB 17435, Page 1740 et seq., December 15, 2011.

IN WITNESS WHEREOF, the Coachman Creek Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 29th day of October, 2015.

Zimbalist Sibak
(Signature of Witness #1)

COACHMAN CREEK
CONDOMINIUM ASSOCIATION, INC.

Zimbalist Tidale
(Printed Name of Witness #1)

Patricia Johnson
(Signature of Witness #2)

By: Michael A Werner, President

Patricia Johnson
(Printed Name of Witness #2)

Michael Werner, President
(Signature)
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 29th day of October, 2015, by Michael Andrew Werner as president of Coachman Creek Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FDL#W656-541-45-415-D as identification.

A Malarick

Notary Public/State of Florida
My commission expires: Sept. 13, 2016

