

**RULES AND REGULATIONS FOR
TIDELANDS CONDOMINIUM ASSOCIATION, INC.**

The definitions contained in the Declaration of Condominium of Tidelands, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to Unit Owners in these Rules and Regulations shall include Unit Owner's Invitees; provided the term shall not include the Developer.

1. The walkways, entrances, drives, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portion of Tidelands. (13.1 Titled "Perpetual Nonexclusive Easement to Public Ways, the Condominium and Common Property")
2. The exterior of the Units including, any lanai/balcony, and all other areas appurtenant to a Unit, shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. All draperies, curtains, shades or other window or door coverings installed within a Unit which are visible from the exterior of the Unit and other portions of Tidelands shall have a white backing unless otherwise approved in writing by the Board. (18.10 Titled "Window Decor")
3. No article, including, but not limited to, cloth, clothing, rugs, mops shall be hung or shaken from the doors, windows or lanai/balconies of the Units or placed upon the outside window sills of the Units, or placed on the exterior common elements, without the prior written consent of the Board. No bicycles shall be permitted on the lanais/balconies. No satellite dishes shall be permitted on any lanais/balcony or in any windows or on any portion of the common or limited common elements of Association Property unless installed according to the provisions of the Condominium Documents. Notwithstanding the provisions of Rule 3, door mats not exceeding the width of Unit doors may be placed at entrances. Additionally, tasteful wreaths or plaques may be placed on the doors. Any damage to common elements caused by placement of such adornments will be the sole responsibility of the unit owner. Removal of adornments or door mats to assist maintenance staff prior to power washing or for safety reasons prior to high winds, is the sole responsibility of unit owners. The association CAM has authority to arrange removal of any mats or adornments which are considered a nuisance or danger and after doing so has no responsibility to return or hold items for retrieval. (18.9 Titled "Clotheslines" and 18.12 Titled "Antenna, Aerial & Satellite Dishes" also, Board Action November 16, 2017)
4. No personal articles shall be allowed to stand on any portion of the Common Elements. (18.2 Titled "Use of Common Elements & Association Property")
5. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners. Notwithstanding the foregoing, no Unit Owner shall use or allow the use of his or her Unit, the Common Elements or the Limited Common Elements in any manner which creates, between the hours of 10:00 p.m. and 7:00 a.m., noises, which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comforts or convenience of the other Unit Owners. (18.6 Titled "Prohibition of Damage, Nuisance and Noise", and 18.8 Titled "Animals")
6. Each Unit Owner shall keep their Unit, including lanai/balcony in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance. Cleaning of the lanai/balcony shall be done in a manner so as not to allow water to drip or run off the lanai/balcony. (18.9 Titled "Clotheslines", 18.16 Titled "Projections", 18.17 Titled "Conditions of Units")
7. Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to such Unit Owner's departure by removing all furniture, potted plants and other movable objects from his or her lanai/balcony, and by designating a responsible firm or individual satisfactory to the Association to care for the Unit should the Unit suffer hurricane damage. (18.18 Titled "Hurricane")
8. Each Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her Unit, and no Unit Owner shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium Property. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities must be kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. (18.13 Titled "Litter")
9. Water closets and other water apparatus in the Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit Owner responsible for same. (19.1.1 Titled "Maintenance and Repair", 19.1.2 Titled "Controlling Moisture" and 19.1.3 Titled "Alterations")

10. No Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Unit Owner, except as shall have been approved in writing by the Association.
11. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted and pursuant to the terms of the Condominium Documents. Entry will be made by arrangement with the Unit Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour. (19.1.7 Titled "Access by Association")
12. No vehicle or other possessions belonging to the Unit Owner shall be positioned in such manner as to impede or prevent ready access to another Garage bay or parking space. The Unit Owners will obey the parking regulations posted by the Association and any other traffic regulations promulgated by the Association for the safety, comfort and convenience of the Unit Owners. (18.15 Titled "Parking and Vehicular Restrictions")
13. Except in an emergency, a Unit Owner shall not cause or permit the blowing of any horn from any vehicle of which the Unit Owner shall be an occupant. (18.6 Titled "Prohibition of Damage, Nuisance and Noise")
14. A Unit Owner shall not cause or permit excessive radio noise from any vehicle of which the Unit Owner shall be an occupant. (18.6 Titled "Prohibition of Damage, Nuisance and Noise")
15. No Unit Owner shall use or permit to be brought to the Unit, Garage Building, Garage bay or storage unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with the ordinary and permitted use of a Garage bay, if any. (18.4 Titled "Garages and Storage Units")
16. No Unit Owner shall be allowed to put his or her mail receptacle, name or street address on any portion of his or her Unit. (18.7 Titled "Signs", 19.1.3 Titled "Alterations")
17. The Association CAM may retain a passkey to each Unit. If a Unit Owner alters any lock or installs a new lock on any door leading into his or her Unit, such Unit Owner shall provide the Association CAM with a key for the use of the Association CAM and the Board, which approval shall be based on aesthetic grounds within the sole discretion of the Board. (19.1.7 Titled "Access by Association")
18. There shall be a \$5.00 lock-out charge if the Association CAM is requested to furnish keys for access to a Unit Owner who has locked himself or herself out of his or her Unit.
19. Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner shall be repaired or replaced at the expense of the Owner of the Unit. (18.6 Titled "Prohibition of Damage, Nuisance and Noise", 19.1.1 Titled "Maintenance and repair")
20. Each Unit Owner shall be held responsible for the actions of his or her Invitees. (19.1.9 Titled "Liability for Actions")
21. Food and beverage may not be prepared or consumed, except in the Unit or in such other areas as may from time to time be designated by the Board. (18.24 Titled "Grills" & 2018 Administrative Resolution 2018001 Electric Grills 7.11.18)
22. A Unit Owner shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Tidelands, or in or upon his or her Unit to be visible from the Common Elements, or any public way, without the prior written consent of the Association by its Board in accordance with the provisions of the Declaration. (18.7 Titled "Signs")
23. Unit Owners are permitted to keep up to two (2) domestic pets (dogs, cats, birds) in his or her Unit without the prior written permission of the Board; however, under no circumstances will nontraditional or exotic animals, including but not limited to monkeys, raccoons, rates, spiders, ferrets, squirrels, horses, cows, pot-bellied pigs, goats, snakes, reptiles, ornamental chickens or other poultry, livestock or game animals, be permitted on the Condominium Property. Any pet must be carried or kept on a leash when outside of a Unit. No pet shall be left unattended outside of a Unit or in any lanai/balcony, storage unit, garage or Garage bay. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. (18.8 Titled "Animals")
24. No clothesline or other similar device shall be allowed in any portion of the Condominium Property except within a Unit. Clotheslines within a Unit shall be concealed from view from all portions of Tidelands. (18.9 Titled "Clotheslines")

25. Parking Rules

- a. Parking upon the Condominium Property shall be restricted to garages and designated parking areas within the Condominium Property. Vehicles parked immediately in front of any 3 or 4 story building must prominently display a valid Parking Hang Tag permit. Boats, golf carts, mopeds, mobile homes, campers, recreation vehicles, trailers and commercial passenger vans are not permitted to be parked in vehicle spaces or anywhere on the common area of the Condominium Property. No parking on the streets (unless designated) is permitted. (Trades and delivery vehicles providing services to Tidelands residents are permitted to park in front of buildings during business hours). Motorcycles are permitted on the Condominium Property; however, they are restricted to parking in a garage only. No Unit Owner may keep or allow to be kept at any one time, more than two (2) vehicles, in the aggregate, on the Condominium Property, for each Unit owned by such Unit Owner. The Association shall have the right to authorize the towing away of any vehicles, which violate the Declaration or these Rules and Regulations, with the costs to be borne by the Unit Owner or violator. All other requirements of the Declarations of Condominium apply.
 - b. Tidelands Condominium Association, Inc. Parking Policy now requires different levels of color coded parking passes. Red passes are for front row parking at 3 and 4 level buildings, but also allows for parking in any locations on the common grounds. Green passes allow for parking in the second row and other areas in the common grounds. Orange passes are private parking passes for use for parking in garages only. Yellow passes are guest passes. These passes are to be placed in vehicles that are on-site during overnight hours, 12:00 a.m. to 6:00 a.m. The north guest parking area is the lot directly adjacent to the Clubhouse. The south guest area is directly in front of the tennis courts. The policy allows for a Temporary Guest pass which may be issued for a limited specific timeframe. All other requirements of the parking policy apply. (18.15 Parking and Vehicular Restrictions and Parking Policy for TCA, Inc. 10/15/18)
26. Parking spaces may be used only for the parking of motor vehicles as set forth above. Each garage and Garage bay must be maintained in such a manner as to allow a vehicle to be parked in the garage or Garage bay. (18.4 Titled "Garages and Storage Units"). Vehicles parked in open area defined parking spaces must be with-in the confines of said space (maximum overall vehicle length — 20 feet) and shall not overhang any portion of the walkways. As a courtesy to others, residents are requested to utilize their garages for overnight parking, if possible. Additionally, and as a courtesy, residents are asked to park vehicles in a place other than in front row of Condo Buildings when they expect to be absent from Tidelands for more than 2 days.
27. A Unit Owner shall not install any screening, screen doors, roll-ups, storm shutters, awnings, hardware or the like. (18.19 Titled "Structural Modifications, 19.1.3 Titled "Alterations", 19.1.4 Titled "Painting and Board Approval")
28. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole and absolute discretion; provided, however, the Board shall not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements. (18.21 Titled "Board's Rule Making Power" & 18.7 Title "Signs")
29. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. (18.6 Titled "Prohibition of Damage, Nuisance and Noise")
30. A Unit Owner shall not install any floor covering (such as wood or tile) in the Unit other than carpeting in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Unit which does not have another Unit below it, without the prior written approval of the Association. The Association requires that soundproofing insulation be placed under such floor coverings before installation in all Units above the first floor. If a Unit Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Unit Owner to remove the alternate floor covering. (18.19 Titled "Structural Modifications")
31. The procedure for reporting complaints regarding the management of the Condominium Property or actions of other Unit Owners or violations of these Rules and Regulations shall be as follows:
- a. Any Unit Owner may report a violation of these Rules and Regulations to the Association (or its management company).
 - b. All violation reports are to be submitted in writing on the proper Website document and will be considered confidential.


32. ALL PERSONS USING THE POOLS AND OTHER RECREATIONAL FACILITIES MADE AVAILABLE TO THE UNIT OWNERS DO SO AT THEIR OWN RISK. (Rules posted in the Pool Areas)
33. The swimming pools may be used in accordance with these rules and regulations stated herein and other rules as may be posted by the Association in the pool areas. (Rules posted in the Pool Areas)
34. Glass bottles or glass containers shall not be permitted in the pool area. (Rules posted in the Pool areas)
35. The pool and deck are to be left in clean condition for the mutual benefit of all. (18.2 Titled "Use of Common Elements and Association Property")
36. Chairs, tables and lounges in the pool area may not be taken to any other areas. (18.2 Titled "Use of Common Elements and Association Property")
37. The procedure for enforcing these Rules and Regulations shall be as follows:
 - a. First Offense (1st Notice) When the Association becomes aware of noncompliance of a rule or regulation by a Unit Owner advising him or her of the rule which he/she or his or her Invitee has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.
 - b. Second Offense (2nd Notice) If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner of the Unit. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner of the Unit by certified mail.
 - c. Third Offense (3rd Notice) If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner of the Unit may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.
 - d. Fourth Offense For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied based on each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.
 - e. Exemptions and Hearings
 - i. The Owner of the Unit may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.
 - ii. A fine may be levied based on each day of a continuing violation, with a single notice and opportunity for hearing as set forth in these Rules and Regulations; provided, however, that no such fine shall in the aggregate exceed the maximum amount permitted by the Act. The amount of the fine as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time. (20.3.Titled "Enforcement")
38. The Owner of the Unit shall be responsible for paying all court costs and legal fees incurred in connection with the collection of late Assessments from such Owner of the Unit whether an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment. (20.3 Titled "Enforcement" & 26 Titled "Provisions Containing Remedies for Violations")
39. Before levying a fine against the Owner of the Unit for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:
 - a. Afford the Owner of the Unit against whom the fine is sought to be levied an opportunity for hearing before a committee of other Unit Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:
 - i. A statement of date, time and place of the hearing.
 - ii. A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
 - iii. A short and plain statement of the matters asserted by the Association.

- b. Provide an opportunity to the Owner of the Unit against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.
40. The Unit Owners should refer to the Occupancy and Use Restrictions contained in the Declaration, which are binding upon all Unit Owners. (Section 18 in Entirety)
 41. All notices of Unit Owners meetings shall be posted on the bulletin board located in the lobby of the Tidelands Clubhouse building. (Florida Statute 718.112)
 42. Regarding meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:
 - a. The Right of Owners of a Unit to Speak at Meetings
 - i. The Owner of a Unit may speak at the start of the meeting. The vote of the Board or the Members, as applicable, will not be taken until the Owner of the Unit has spoken.
 - ii. The Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Unit Owner.
 - iii. The Unit Owner may speak only on matters specifically designated on the agenda.
 - b. The Right of the Owners of a Unit to Tape Record or Videotape Meetings. An Owner of a Unit shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:
 - i. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
 - ii. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Owner of the Unit and a tripod may be setup, but only at a height, which does not obstruct the line of sight from other seats in the meeting room.
 - iii. The Owner of the Unit videotaping or recording the Meeting shall not be permitted to move about the meeting room to facilitate the recording. (Bylaws of Tidelands Condominium Association Exhibit "D" Section 3.13)
 43. No person shall smoke marijuana on or within any of the Common Elements or Limited Common Elements (which includes without limitation Lanais and Balconies) of the Condominium. In addition, Unit Owners, tenants, guests, and Invitees shall not cause or permit any marijuana smoke, odor, or other externalities to be present on or within the Common Elements or Limited Common Elements of the Condominium.
 44. These Rules and Regulations may be modified, added to or repealed at any time by resolution of the Association. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board. (18.21 Titled "Board's Rule-Making Power")

ADOPTED by Resolution of the Board of Directors of Tidelands Condominium Association, Inc. on this 10th day of October, 2022.

Tidelands Condominium Association, Inc.

By: x 
Lynn Gaddis, its President

Attest: 
Ronald Flora, its Secretary