

TREETOP VILLAGE CONDOMINIUM RULES AND REGULATIONS

One of the primary objectives of the Board of Directors of Treetop Village is to maintain the quality and natural beauty of our property, to promote the well-being and harmonious interaction of all owners and residents and to preserve the financial integrity of our collective investment. While it is not always possible to satisfy all personal and individual expectations, the Board strives to maintain respect for the privacy and unique lifestyle of each resident in wise and consistent governance. To this end the following R&R are hereby adopted as per our Declaration of Condominium, By-laws and Florida Statutes for Condominiums.

The R&R covering the common elements, the common property **and** the condominium units, apply to all owners, tenants, and guests. The owners must follow the R&R and ensure that they are adhered to by their families, tenants and guests.

Violations of these R&R may subject the violator(s) to any and all actions available to the Association in accordance with the terms of the Declaration of Condominium and Florida Condominium Statutes. Violations may be remedied by the Association by injunction or other legal means, and the Association will be entitled to recover any and all court costs incurred, together with reasonable attorney's fees, against any person(s) violating the R&R, and by the imposition of monetary penalties, up to \$1,000.00 per occurrence, in accordance with Florida Statutes, **voted on by the Board members**, and presented, **for review**, to a Committee of Members, to be known as the Compliance Committee, as so provided by Florida Statutes.

Any waivers, consents or approvals given under these R&R by the Board of Directors may be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified, **in writing**, by the Board of Directors. **All requests for Architectural changes, even if approved in the past, must be reviewed by the Architectural Committee and the Board of Directors. Final approval comes from the Board of Directors.**

The Rules and Regulations are as follows:

1. GENERAL PROVISIONS AND CONSIDERATIONS:

- **Observed violations** of the R&R should be reported in writing, email or phone to the Management Company, Advanced Property Management (APM). In an emergency, proper authorities should be called (police, fire department).
- Board members should not be contacted about potential violations, except in the case of serious emergencies such as destruction of property, fire or burglary, and only after the appropriate emergency personnel are called (police, fire).
- With approval of the current board, APM will send a written courtesy notice of the violation by mail (**First Violation Notice**) to the owner, whether the violator is the owner, tenant or guest.
- If the violation is not addressed or corrected within a reasonable amount of time (at least 14-days of the notice), a final notice (**Second Notice**) will be sent containing the first letter, plus a warning that a fine may be levied (**this second notice is not required by Florida Statutes but given as a courtesy**).
- **If the Violation is not remedied, the Board, at a scheduled Meeting, will vote to approve or disapprove the violation, and propose the amount of the fine. In accordance with the Florida Statutes, fines may be imposed by the Association of not more than \$100.00 per day, up to a maximum of \$1,000.00 per occurrence, for each and every alleged violation.**

- **The results of the meeting with the fining determinations**, will be presented to the Compliance Committee, **who** will take appropriate actions in accordance with Florida Statutes, The Declaration of Condominium, By-Laws and the R&R of the Tree Top Village Association. Owners are responsible for compliance of these R&R by their families, tenants and guests.
- The R&R are designed to make living pleasant, enjoyable and comfortable for all owners, tenants and guests. The restrictions imposed are for the mutual benefit of all.
- The R&R are subject to amendment as provided in the Treetop Village Condominium Association's Declaration of Condominium, By-Laws and Florida Statutes by the current Board of Directors.

2. FACILITIES:

- The facilities of the condominium are for the exclusive use of the owners and tenants, and guests who are accompanied by an owner and/or tenant, **unless the guests are staying overnight**. Any damage to the buildings, recreational facilities or other common areas or equipment, caused by any owner, tenant and/or guest, will be repaired or replaced at the expenses of the owner.

3. DESTRUCTION OF PROPERTY:

- No owners, tenants or guests will damage, deface or destroy any part of the common elements. Owners will be financially responsible for any such damage.

4. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS OF COMMON AREAS AND INDIVIDUAL UNITS:

- No alterations, structural modifications or replacements of the common elements, or to the owner's individual unit will be made without prior approval of the Board of Directors. These changes include, but are not limited to, exterior doors and windows; electrical, plumbing, and air conditioning equipment; or removal of any interior wall including non-load bearing partitions. **(Although windows, doors and air conditioner units are owned and maintained by the unit owners, replacements must adhere to current specifications unique to the community, i.e., size, shape, color and placement)**
- Owner(s) are required to **promptly** report to the Association, through the management company, any need for repairs that are the Association's responsibility to maintain and repair.

5. ENFORCEMENT OF MAINTENANCE:

- In the event an owner fails to maintain their unit, the Association may proceed in a court of equity to seek compliance. The Association has the right to assess any unit for the necessary costs to put the needed improvements within the unit in good condition. After such assessment, the Association has the right to have its agents enter the unit to do the necessary work to enforce compliance with the above provision.

6. EXTERIOR APPEARANCE:

- The exterior of the condominium and all other "Common" areas shall not be painted, decorated or modified by any owner or tenant, in any manner, without the prior approval of the Board of Directors, and may require a membership vote.

7. TRASH/RECYCLING:

- All refuse from the condominium shall be deposited in trash containers intended for such purpose. **Trash containers must be stored within owner's screened porches**, not on common areas, except as directed by the Board of Directors for collection. Recyclables and solid waste shall be deposited in the appropriate containers, one for recyclables and one for solid waste, which are provided by Brevard Waste Management.

8. USE OF COMMON AREAS:

- Plants, pots or other moveable objects must not be placed on outside ledges of screened sundecks, window wells or on common areas, without prior approval of the board of directors.
- No objects shall be hung from railings, ledges, windowsills, window wells **or trees and shrubs**.
- No mops, rugs, blankets, towels, laundry or articles of any kind shall be hung from windows, doors or outsidersailings, ledges, etc.
- Bicycles, toys, outdoor equipment, furniture, etc., may not be left on Association common property overnight, including but not limited to roadways, pool area or lawn areas, or indiscriminately strewn about the common areas at anytime.
- **There shall be no smoking of any kind, including "vapor" devices, on any Association common area or property.**

9. INSTALLATION OF SATELLITE DISHES: *A Satellite Dish shall not encroach on another owner's unit and must be kept within the boundary of the installer's unit. Installations shall be subject to the following:*

- The satellite dish is limited to one dish per unit with a maximum size of 24 inches and be of a subdued color.
- The dish cannot be placed on the roofs or in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area, electrical panels, electrical lines or other areas necessary for the safe operation of the Condominium.
- The dish must be securely attached to the building and placed in a location least visible from the street and it cannot impede or interfere with the view of any neighbor or materially damage the common elements, void any warranties or impair the watertight integrity of the building.
- Owners cannot let the dish fall into disrepair or to become a safety hazard.
- The owner is responsible for the immediate removal of the dish if it must be removed for the repair, painting or maintenance of the area where it is installed. The Board will attempt to provide reasonable notice of the need for such removal. If an owner fails to remove their dish, the Board may do so at the owner's expense.
- ***Upon selling a unit, the owner will remove the dish prior to transferring the unit to the new owner unless the new owner requests that the dish remain for their use, then the new owner will assume responsibility as outlined above.***

10. EMERGENCY ENTRY/CONTACT INFORMATION: *In case of any emergency originating in or threatening any dwelling, regardless of whether the owner, tenant or guest is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and:*

- All Owners must provide and update the Association with their current mailing address, phone number(s), email address(es), and the name and contact information of an individual residing within a reasonable distance of the property, who has access to the owner's unit and who act as an emergency contact if needed.

10. ROOFS:

- No owners, tenants or guests are allowed on any roof for any purpose. Only licensed, professional contractors such as air conditioner services (owner hired) and roofing contractors (hired by the association) are permitted on the roof.

11. SOLICITATIONS:

- There shall be no solicitation by any person anywhere on the premises for any cause, charity or for any purpose whatsoever, unless specifically authorized by the Board of Directors.

12. EMPLOYEES/CONTRACTORS/AGENTS:

- Employees of the Association's Management firm, and any contractor hired by the Association will not be supervised or controlled by any owner, tenant or guest, other than a member of the current Board of Directors.
- Questions, issues or concerns regarding any contractors hired by the Management Company or the Board must be directed to the Management Company.

13. COMMERCIAL PROHIBITION:

- No unit or common area may be occupied or used for any commercial or business purpose. No "For Sale", "For Rent" or "For Lease" signs or advertising of any kind are permitted.

15. HURRICANE PREPAREDNESS: *Each owner or tenant that plans to be absent from their unit during Florida's hurricane season (June through November) must prepare their unit prior to departure to protect both personal property and all common property in the community, by:*

- Removing all loose material from enclosed patio that may cause damage to the individual's unit or other units. This may include, but is not limited to, furniture, plants and any other nonpermanent fixtures.
- Designating a responsible party or firm to care for their unit in the event of hurricane damage to the unit.

16. BOATS, RECREATIONAL VEHICLES (RV's)/TRAILERS, AND WATERCRAFT:

- To best accommodate all Treetop residents with the limited space in the storage yard, only one (1) recreational vehicle, RV, or boat/trailer, per owner, is permitted to be stored in this area, space permitting.
- The storage yard is designated for use only by owners or documented tenants. Owners and tenants will provide the Board with a completed "**TREETOP VILLAGE CONDOMINIUM BOAT, RV/TRALER, & KAYAK/CANOE REGISTRATION AND STORAGE WAIVER**".
- The storage yard is designated for use of only boats/trailers, RV's, and watercraft. It is not to be used for storage trailers or household storage.
- All boats, RV's and trailers must have a current, annual license and/or registration.
- All boats, RV's and trailers, including covers, tarps, etc., must be maintained in good condition.

- Any boat, RV and/or trailer in violation of this section may be towed and stored off Association property at the owner's expense.
- Special requests are to be directed to the board of Directors for review and consideration.

17. MOTOR VEHICLES:

- Vehicles will be parked in the owner's designated parking space, including motor vehicles of tenants and/orguests, except those guests may park their vehicles in the designated "guest" parking spaces.
- No unregistered or inoperable vehicle(s) can be kept on Association property.
- No vehicle may be disassembled or have major repairs done on Association property. Under no circumstances may vehicles be left unattended while on jacks or blocks.
- No vehicles should impede or prevent ready access to parking spaces, driveways or other common areas.
- No vehicles, including but not limited to moving vans, may be driven onto Association lawn areas without prior consent of the Association. Owners will be responsible for the expense of restoring the landscaping, sprinklers or common area to its original condition if any damage occurs.
- The speed limit on Association property is ten (10) miles per hour, and all traffic regulations shall be strictly adhered to by all individuals on Association property. All vehicles shall be operated in a safe and careful manner.
- Vehicles in violation of this section may be towed and stored at owner's expense.
- No commercial vehicles can be kept upon Association property except in connection with the servicing and maintenance of said premises.

18. GOLF CARTS:

- Owners of Golf carts must complete a "**Registration Accountability and Liability Waiver Form**" and submit to the Board of Directors and adhere to these Rules and Regulations.
- Golf carts must be parked in the owner's designated parking space or in the RV storage area, space permitting. Golf carts are not to be stored in Guest parking spaces. Unit owners with 2 vehicles and a Golf cart must park one vehicle, other than the Golf cart, in the nearest available Guest parking space to their unit. Guests golf carts may be parked in a designated "Guest" parking space while visiting.
- Golf carts are only permitted to be used, owned, operated and/or kept on Association property by owners, tenants and/or their guests, and are limited to one per unit.
- If an owner or tenant is away from their unit for more than seven (7) days, the golf cart must be parked and covered in the owner's designated parking space, or in the RV storage area, if space allows, with boat, RV and/or trailers having priority for that area.
- Golf carts are the sole responsibility of the owner, tenant and/or guest and owners are responsible for any property damage and/or personal injury. The Association will not assume any legal or financial responsibility for the ownership or use of any golf cart on Association property. Owners are advised to review their personal insurance coverage(s) as it relates to their personal liability in the ownership and use of golf carts.
- Golf carts may not be driven between dusk and sunrise unless equipped with front and rear lights.
- Owners must use their own electrical supply for recharging in their designated parking space.

Note: Appropriate, heavy duty outdoor extension cords must be used for charging and are not to be plugged in indefinitely, i.e., on a continuous charge, as that poses a safety risk. Once charged, cord must be removed from the Common area.

- No golf cart may be disassembled or have major repairs done on Association property. Under no circumstances may vehicles be left in a state of disrepair on Association property. Vehicles in violation of this section may be towed and stored at owner's expense.
- Owner(s) of golf carts are responsible for reading and reviewing State and County regulations for the use of golf carts on public roadways and sidewalks.
- Speed within the Treetop boundary will not exceed 10 mph.

19. POOL RULES:

- The swimming pool is for the exclusive use of owners, tenants and their guests.
- Guests invited to use the pool **must be** accompanied by the owner or tenant, except overnight house guests, who may use the pool unaccompanied.
- All children 12 years of age and under **must be** accompanied by an adult in the pool area. Persons who are not proficient swimmers may not use the community swimming pool without adult supervision.
- A shower **must be** taken prior to entering the pool to remove sand, body oils, perfumes, lotions.
- **No glass or other breakable items are permitted in the pool area. No smoking of any kind, to include vapor cigarettes, is allowed in the pool area, or on any common area on Association property.**
- Only persons wearing proper bathing attire are allowed in the pool.
- For the protection of every resident, no person having an apparent skin disease, open sores, sore or inflamed eyes, nasal or ear discharge or any infectious disease will be permitted in the pool.
- No pets, except for service animals, are allowed in the pool area.
- No running, diving, "horseplay" or excessive noise will be permitted in the pool area.
- Refuse of any kind must be carried out of the pool area by the user and disposed of appropriately.
- Use of the pool is at the owners', tenants' and/or guests' own risk.
- Pool hours are 7:00 am until 10:00 pm unless permission and authorization for additional hours is requested and approved by the Board of Directors.
- The last person to leave the pool area, regardless of the time of day, must secure the area and lock the gate in order to prevent accidents and/or unauthorized use.
- No one, other than the Board of Directors or service technicians, is to adjust or repair the pool filter or heater, or enter the filtration/heater area.

20. PETS AND ANIMALS:

- **"Pets" shall be defined for purposes of this section as dogs, cats and birds; small, caged animals such as hamsters and guinea pigs; small reptiles and amphibians; and aquariums for tropical or salt-water fish.**
- ***Pets may "not" be allowed to roam free at any time or left "unattended" outside of any unit, to include the porch. NO pet doors are allowed for in and out access to the common property.***
- If not confined within the unit or porch, pets must always be controlled on a leash.
- A pet must be kept in the immediate vicinity of its owner, must be restrained from interacting negatively with other persons or animals and be prevented from damaging property.
- Pet owners are required to clean up after their pets. Animal waste must be immediately removed from any location where it is "deposited" by the pet and disposed of in the pet owner's trash receptacle. Dog Stations (2) containing dog waste bags are in the storage area and near the mailboxes.

- Sick or aggressive dogs are prohibited from access to common areas.
- Dogs making excessive noise must be removed from any common area or property immediately.
- Property damage or personal injury caused by a pet is the sole responsibility of the pet's owner. The owner shall indemnify and hold harmless, Treetop Village Condominium Association and be fully responsible for all repair(s), damages, liability and recompense of any aggrieved individual or party.
- The Board may require, at its sole discretion, a pet to be removed from Treetop Village Condominium if it is allowed to roam free, is believed to endanger owners, tenants and/or guests, or is generally considered to be an uncontrollable nuisance.
- Except for service dogs, pets are prohibited inside the pool area.
- The rules in this section apply to any and all pets of owners, tenants and /or guests.
- **The feeding of wildlife of any kind, including birds and squirrels, is prohibited anywhere on the property of Treetop Village.**

21. CONVEYANCES AND TRANSFERS OF TITLES:

- For the Association to maintain accurate records with respect to the ownership of units and billing of assessments, the Association shall be notified in writing, of any conveyance or transfer of title of any unit. In the event the Association is not notified, the Association has the right to assess financial obligations to the owner on the Association's records. Upon the transfer of title, the Association and its Management Company, will be provided with the name, unit number, mailing address, phone number and email address of the purchaser/newowner within 10 days of the transfer of title.

22. QUIET ENJOYMENT:

- Quiet hours shall be observed from 10:00 p.m. until 07:00 a.m.
- During all other hours, noise shall be kept under control so as not to interfere with the rights and quiet enjoyment of other residents.
- Any use or practice which a source of annoyance to others or interferes with the peaceful possession and proper use of the property, is strictly prohibited.
- Owners, tenants or guests will not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, tenants or guests, or directed at any member of the Board of Directors, management, its agents, contractors or vendors.
- Owners remodeling or repairing their unit should be respectful to other owners as far as noise levels and time of repair work being done. Please keep repairs to daytime hours and Monday through Saturday unless prior approval is granted by the board or an emergency situation occurs.

23. LANDSCAPING:

- **No changes shall be made to the landscaping on Common property without the prior consent of the Board of Directors.** Owners should contact the Landscaping Committee for questions, requests or advice regarding any landscaping issues.
- No owner shall intentionally or negligently damage, destroy or harm any landscaping on Association property.

24. FISH CLEANING:

- Outside fish cleaning must be done in the Boat/RV storage area.

25. BICYCLES:

- **Bicycles must be stored on the owner's porch or inside the owner's unit when not in use, and not left on any common property, including parking lot, walkways, alcoves, lawns or in the RV/boat storage area overnight.**

26. TENANCIES/LESSEES:

- All rentals of units must be for a minimum term of ninety (90) days and no owner may lease their unit more than twice in any twelve (12) month period in accordance with the Declaration of Condominium.
- It is the responsibility of the owner to submit an information form (lease) to the Board of Directors for approval at least 14-days prior to the start of the lease. This form must include the tenants'/renters' name, address and telephone numbers of each person occupying the unit, and the length of the lease. The Association may request other information as needed.
- All owners are required to supply their tenants/renters with a copy of these R&R, so they understand our policies and procedures.

APPROVED BY THE BOARD OF DIRECTORS AT THE MAY 22, 2023 BOARD/MEMBERSHIP MEETING.

ACKNOWLEDGED BY:

Terry Bachmann, President
Treetop Village Condominium Association
For the Board