

CERTIFICATE OF AMENDMENT  
TO  
THE RULES AND REGULATIONS, AN EXHIBIT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
CARROLLWOOD VILLAGE NORTHMEADOW  
CLUSTER HOUSES CONDOMINIUM

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

WE HEREBY CERTIFY that the attached amendment to the Rules and Regulations, an Exhibit to the Declaration of Condominium of Carrollwood Village Northmeadow Cluster Houses Condominium Association, Inc., as described in O.R. Book 2925 at Page 817, and in O.R. Book 2969, at Page 1636 of the Official Records of Hillsborough County, Florida was duly approved in the manner required by the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 24<sup>th</sup> day of May, 1994, at Hillsborough County, Florida.

CARROLLWOOD VILLAGE NORTHMEADOW CLUSTER  
HOUSES CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Richard E. Cours  
(Signature)  
RICHARD E. COURS  
(Print Name)

By: [Signature]  
Charles F. Appgar, President  
4184 Northmeadow Circle  
Tampa, FL 33624

RECORD VERIFIED

[Signature]  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Brodie L. Burnett, D.C.

Jon L. Franklin  
(Signature)  
Jon L. Franklin  
(Print Name)

Attest: [Signature]  
Walter Turner, Secretary  
4180 Northmeadow Circle  
Tampa, FL 33624

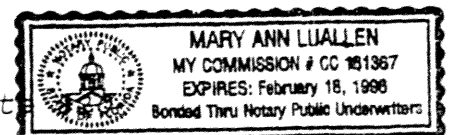
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 1994, by Charles F. Appgar, and Walter Turner, to me known to be the President and Secretary, respectively, of Carrollwood Village Northmeadow Cluster Houses Condominium Association, Inc., who are personally known to me or who have produced \_\_\_\_\_ as identification, and who did [did not] take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known to me.

My Commission Expires

Mary Ann Luallen  
Notary Public, State of Florida  
Mary Ann Luallen  
[Printed Name of Notary]

Return to: [Signature] Joseph R. Cianfrone, Esq.  
Becker & Poliakoff, P.A.  
One North Dale Mabry, Suite  
Tampa, Florida 33609



CARROLLWOOD VILLAGE  
NORTHMEADOW CLUSTER HOUSES CONDOMINIUM ASSN. INC.  
THE RULES AND REGULATIONS

OFF.  
REC: 7417PG1459

INTRODUCTION

The Declaration of Condominium of Carrollwood Village Northmeadow Cluster Houses established the power of the Board of Directors to adopt and modify Rules and Regulations. The Declaration also authorizes the Board of Directors to enforce such regulations by legal means.

This revision is to update and consolidate the Rules and Regulations recorded on October 24, 1987, and amended on April 22, 1992 and January 11, 1994. The other changes are to update, clarify, eliminate gender, eliminate superseded verbiage, etc., and to provide a more understandable reference document.

Rules and Regulations are designed not so much as to restrict our freedom but to allow each of us to be as free as possible from unreasonable disturbances that interfere with the enjoyment of our homes and the common facilities.

The Rules and Regulations must be given to anyone to whom you sell or lease your unit. We suggest that they be kept in a loose leaf binder with the other Association changes, so future amendments may be easily inserted. Thank you for following the Rules of our Community.

The Board of Directors

Rules and Regulations  
OF  
CARROLLWOOD VILLAGE NORTHMEADOW  
CLUSTER HOUSES CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations of Carrollwood Village Northmeadow Cluster Houses Condominium Association, Inc. (hereinafter called "Association") were lawfully approved by the Board of Directors of the Association at a duly scheduled meeting on May 24, 1994. Rules and Regulations are designed not so much as to restrict our freedom but to allow each of us to be as free as possible from unreasonable disturbances that interfere with the enjoyment of our homes and the common facilities. Violations of the Rules and Regulations should be reported to the managing agent of the Association or the President or Vice President of the Board of Directors. These Rules and Regulations replace and supersede all previous Rules and Regulations of the Association and may in the future be modified, added to or repealed by the Board of Directors. The Declaration of Condominium, Articles of Incorporation, Bylaws or Florida Law shall prevail if in conflict with these Rules. The term Occupant as used herein refers to each owner, invitee, relative, lessee or guest, of the apartment unit. Violation of the Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation, the Bylaws and Florida Law. The Rules and Regulations are as follows:

A. Apartment Unit

1. Units shall be used only for the purpose of single family residence and for no other purpose whatsoever.
2. It is the responsibility of the Occupant to maintain the surfaces, windows, screens, doors, door frames, and hardware and all owner improvements in good condition and repair. If an occupant fails to repair damaged floor surfaces, windows, screens, doors, door frames, hardware and all owner improvements within a reasonable period, the Association will make the repairs as it deems necessary, and bill the cost of such repairs to the Unit Owner. Should exterior items need to be replaced, the replacement will be of the original design and as approved by the Standards Committee.
3. It is the responsibility of the Occupant to maintain the limited common areas (balconies, patios, entries and carports) appurtenant to his unit in a clean and orderly condition. Hanging of garments, laundry or other objects (excluding plants) is prohibited. Plants, shrubs and other vegetation within the limited common area should be

trimmed, weeded and pruned as necessary by the Occupant. Storage of items in exterior limited common areas is prohibited.

4. It is the responsibility of the Occupant to maintain his carport in a clean and orderly condition and appearance. Paint or stains applied to the concrete floor surface must be maintained and refinished to maintain a clean and orderly appearance. No items may be stored, hung, or installed in the carports. Only conforming vehicles may be parked in the carports; inoperative or non-licensed vehicles may not be stored in the carports or drives, or common areas. (See Item C).
5. No Occupant shall make any exterior modifications to a Unit, including open or fenced patio areas, without written approval of the Board of Directors. A written application with acceptable plans and specifications must be submitted to the Board of Directors or Standards Committee in advance. The Board will act upon said applications within a reasonable time. No approved additions or alterations may be further altered or changed in any way without prior written approval.
6. No Occupant shall make or permit any disturbing sounds or noises, nor do or permit anything to be done that would interfere with the rights, comfort or convenience of others. No Occupant shall play or cause to be played any musical instrument, phonograph, radio, television or tape player in a manner that disturbs or annoys Occupants of other Units. Disorderly conduct of any kind is prohibited.
7. The unit owner and occupant are responsible for maintaining the two in-ground garbage wells free of water and other foreign objects to insure the metal liners have enough clearance for the lid to close fully at all times. The Association provides replacement liners and repairs, provided owner/occupant neglect is not the cause. Repair or replacement costs incurred by the Association because of occupant neglect (rusted out liners, cracked or broken lids, or the complete well assembly) will be charged to unit owners as an assessment as necessary. No additional garbage containers, boxes, cans, bags, loose items, etc., may be placed or kept in any area visible from the exterior of a Unit, except on the night preceding the day of garbage removal. No garbage etc., that will attract insects, rodents, predators, or animals of any kind; may be placed unprotected outside a Unit at any time.
8. No antennas or wiring may be installed on the exterior of any Unit.

9. All sliding glass doors/windows visible to any common area shall have white blinds, drapes, curtains or exterior linings. All other glass visible to any common area may or may not have window coverings (shades, drapes, shutters, etc.) but if such coverings are used, they shall be white. The application of sunscreen or tinted window glass requires the advance written approval of the Board of Directors.
10. No signs, advertising or notices of any kind or type, including but not limited to, "For Sale" or "For Rent" shall be displayed in any manner so as to be visible from the exterior of any Unit. Nor shall any signs or any other structure be erected or displayed on the condominium property.
11. No garage or household goods sales shall be held in any carport or common area.
12. No Unit Owner shall sell, convey, transfer a unit or any interest therein, or lease a Unit or any interest therein without obtaining written Board of Director approval. Each Unit owner shall furnish a prospective buyer or lessee with copies of all Condominium documents including these Rules and Regulations, prior to seeking approval, and shall submit to the Board of Directors a receipt signed by the prospective buyer or lessee agreeing to comply with these Rules. No less than 15 days are required for the Board of Directors to adequately review all requests for lease or sale. An executed copy of the contract for sale or lease must be submitted with the application for approval. No sale or lease of any Unit will be approved if the Unit Owner is delinquent in the unit's maintenance assessment, any special assessment, late fee(s) or related attorney's or collection fee or costs. A Carrollwood Village Northmeadow Houses sales contract/lease addendum must be executed by the seller/lessor and by buyer/lessee and attached to the sales contract/lease as a prerequisite to approval of the sale or lease. The necessary documents are available in the Association office. A prospective lessee signing such an addendum covenants that any occupant under the lease agreement shall abide by all Carrollwood Village Northmeadow Cluster Houses' Rules and Regulations and the named lessees shall be responsible for any violations thereof. Prospective buyers so covenant when they take title to the unit. At the end of the initial lease term, the lessee, with the concurrence of the lessor, may choose to hold over the tenancy on a month to month basis or renew the lease agreement for another minimum term or longer, without the necessity of reapplication to and re-approval by the Association. The Association reserves

the right, in its sole discretion, to require an updated review of the application and re-approval of the lessee when the Association deems it advisable.

The Board of Directors will not approve such sale or lease until the unit owner and representatives of the Board of Directors have made a walk through inspection of the Unit to be sure there have been no alterations and/or modifications in violation of the conditions and terms of the Association. Should such inspection indicate violations, the Board will not approve such sale or lease until the violations have been corrected by the owner or until the owner has made arrangements acceptable to the Board to correct same. The Board of Directors shall establish a reasonable fee to be charged a unit owner for processing an application for sale or lease of a unit. All lease requests must include a duly executed lease payment agreement as provided by the Association (see attachment 1).

13. No apartment Unit may be leased for a period of less than 12 months, all lease(s) must be in writing. In no event may any apartment Unit Owner lease or rent his apartment Unit more than once during the one (1) year period which begins to run on the date his lease is executed. No apartment Unit shall be subleased. The terms and conditions of any lease may not be subleased or assigned. All leases shall also provide that if any lessee does not comply with the covenants found in the Condominium documents including these Rules and Regulations, the Association shall have the right to cancel and terminate such lease, all without obligation to the Owner, and in said respect, the Association shall be regard as the Owner's attorney-in-fact, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease and if appropriate, the eviction of the tenant. It is further understood that this appointment shall be irrevocable by the owner during the duration of the tenancy. The legal expense, including a reasonable attorney's fee for the Association's attorneys for services rendered in enforcing said Lease according to these Rules and Regulations, shall be assessed against the Unit Owner. The Association will charge a fee to process the approval of a sale, lease or other alienation of an apartment Unit.
14. No Occupant shall place aluminum foil in any window or glass door, nor shall a reflective substance be placed on any glass surface. Window tinting is allowed but only in accordance with the guidelines promulgated and adopted by

the Association. Any window treatment, i.e. shades, blinds, drapery or curtains, visible from the exterior of the building must be white.

B. Common Areas/Pool/Play Ground

1. Occupants shall adhere to reasonable standards of dress when at the pool or outside their units.
2. Any and all use of the recreational facilities and other common areas shall be used as to respect the rights of other occupants. Anyone using such facilities or areas shall leave them in the same condition as existed before such use, or shall be assessed the cost of restoration. (Restore furniture arrangement, umbrellas closed, and litter collected)
3. All persons using the pool, play ground or common areas shall do so at risk of those involved and not the risk of the Association.
4. If you or your guests bring food stuff to the pool area, come prepared to remove all residue for disposal. Failure to do so will cause infestations of ants, roaches, rodents, and other creatures. Do not put it in the open litter container at the pool. Clean-up fees will be assessed if necessary.
5. With respect to the pool, pool deck, and play ground areas:
  - a. The pool, pool area and play ground are reserved for the exclusive use of residents and their invited guests. Swimming shall be at the risk of those involved and not at the risk of the Association. Guests of a resident guests, are not permitted unless the resident is personally present in the pool area.
  - b. Any child under the age of 14 must be accompanied by a person age 18 or over who accepts responsibility for the child's safety and behavior.
  - c. Children that are not toilet trained shall not be permitted in the pool unless they are wearing waterproof rubber pants. Exposing others to a potential health hazard, plus the additional pool maintenance responsibility, clean-up costs, etc., make this restriction necessary.
  - d. Glass objects of any kind are shall be permitted prohibited in the pool area. (eye glasses excepted) (see Par E 3)

- e. No animals are permitted in the pool area at any time.
- f. Running, pushing and roughhousing are not permitted. Only one person may be on any part of the diving board at any time.
- g. Oils and lotions should be showered off before entering the pool to preclude damage of blocking of the filtering system.
- h. No one with a skin disease, nasal or ear discharge, open cuts or communicable disease shall be permitted in the pool.
- i. Rules and Regulations governing the use of the pool, may be adopted from time to time by the Board of Directors and posted in the swimming pool area. Guests as well as Owners and Lessees are subject to the posted Rules at the pool area.
- j. No one person or group may monopolize the area or prevent the other members from occupying chairs or lounges. If any Owner or Lessee desires to use the pool or other common area for private party to entertain a group of persons, such Owner or Lessee shall first apply to the Managing Agent or the Board of Directors for permission and supply the Board with such information that they may require. Such permission may be given by the Managing Agent or Board upon such conditions as the Board may impose, including the use of parking areas by guests. This permission must always be subject to the rights of other Occupants for the use of the pool.

C. Vehicles/Parking

- 1. Except for service vehicles, such as moving vans, delivery trucks, maintenance vehicles, etc., which may temporarily (but not overnight without permission of Management or the Board of Directors) enter the Condominium property, no motor vehicles other than family passenger automobiles are permitted on the Condominium property without advance approval of the Board or Management. The term family passenger automobiles shall include mini-vans, jeeps and Broncos, passenger window vans. "Passenger vans" as defined herein may also be parked on the Condominium property. "Passenger automobile" shall include only those vehicles registered in accordance with Section 320.08(2) Florida Statutes, and which are not otherwise defined as a "truck" as contained in Section 320.01(9) Florida Statutes, or otherwise prohibited herein, or defined as a prohibited



vehicle in Section 320.01 F.S.

Trucks, pick-up trucks, boats, buses, campers, trailers, motor homes, mobile homes, conversion vans and commercial vehicles shall not be parked on the Condominium property. The following definitions shall apply for purposes of this Section:

a. "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

b. "Bus" means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus, for transport of a greater number of passengers or goods than automobiles are customarily manufactured, designed, marketed or used to carry, but excluding vehicles manufactured, designed or marketed as passenger, cargo or like vans.

c. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

d. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, or otherwise indicates a commercial use.

e. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

f. "Motor Homes" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and cooking facilities shall be considered motor homes.

g. "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

h. "Trucks", pick-up trucks and light pick-up trucks of

whatever nature shall be prohibited from parking on the Condominium property. These terms are intended to mean and be defined as any vehicle with a bed, whether exposed to the elements or covered by a top, (as an after-market device) which is designed, manufactured, marketed or sold primarily for the purpose of carrying cargo rather than passengers. Notwithstanding the rated weight-carrying capacity of any such vehicle, all such vehicles shall be considered trucks for purposes of the Condominium documents. Vehicles such as Chevrolet El Caminos, Ford Rancheros and similar such vehicles which have the shape of a passenger automobile but which may have a bed for the purpose of carrying cargo or materials in the open shall not be permitted vehicles.

i. "Passenger Van" means vehicles with less than a one-half (1/2) ton rated weight-carrying capacity which is used solely as a passenger vehicle and not as a "commercial vehicle," as that term is defined elsewhere in this rule. This rule is intended to specifically permit the parking of passenger vans currently marketed under the following manufacturers' name plates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro and Lumina, Ford Aerostar and all other vehicles of similar design and which are within 5% of the height, width and length of such vehicles, (subject to prior Board approval) as long as such vehicles are not commercial vehicles as elsewhere described herein. Vehicles marketed under the following name plates are allowed, as long as they are not commercial vehicles: Chrysler Jeeps, Ford Broncos, Chevrolet Blazers, Jeep Wagoneers and vehicles which are (in the opinion of the Board), similar to such vehicles if a production model, as deliverable from an authorized manufacturer's dealer of the product and are not modified. For purposes of clarification and not of limitation, this provision shall be interpreted as allowing such vehicles which may contain any of the options afforded by the manufacturer and available through the dealer. In any event the Board shall have the authority to determine, on a case by case basis whether a vehicle meets the criteria hereof when doubt exists as to the permitted nature of such vehicle.

j. "Conversion Van" means a vehicle which exceeds the above height, weight and length limitations or is capable of carrying more than one half ton of passengers, cargo or a combination of both, or which has an extended top or an extended chassis.

k. "Vehicle" means a "motor vehicle" as defined in Section 320.01 Florida Statutes, which includes automobiles, motor cycles, trucks, trailers, recreational

vehicles, trucks, trailers, semi trailers, mobile homes, motor homes, campers, busses and boats, all as may be further defined hereinabove, or in Florida Statutes. In any case, the most restrictive definition of "vehicle" shall apply, whether contained herein or the referenced Section of Florida Statutes. Additionally, the definitions in Section 316.003 Florida Statutes shall also apply where not in conflict with the definitions herein.

Any vehicle which is not currently licensed or that cannot operate on its own power, shall not remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the state of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven consecutive days shall be presumed to be unable to operate on its own power. Any member of the Board who has reasonable cause to believe that a vehicle is unable to operate on its own power shall notify the Board, or any of the Board's agents, who shall either affix a sticker thereto notifying the owner thereof of the intent of the Association to tow the vehicle or send a certified mail letter, return receipt requested, with notice contained therein notifying the owner of the vehicle that is considered to be in violation of the Condominium Rules and regulations. The owner of the vehicle shall have twenty-four (24) hours from the date and time stated on the sticker or contained in the letter to respond to the Association and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Association, the vehicle may be towed at the owner's expense.

ANY VEHICLE VIOLATING ANY PROVISION OF THIS SECTION SHALL BE TOWED AT THE OWNER'S EXPENSE. THE METHOD OF TOWING SUCH VEHICLES SHALL BE SIMILAR TO THE METHOD DESCRIBED ABOVE.

2. Vehicles must be parked only in the areas designed specifically for this purpose, such as carports and carport aprons. Temporary (but not overnight without permission of Management or the Board of Directors) parking on Northmeadow Circle is permitted so long as traffic is not impeded. Driving or parking on any grass area is prohibited at all times. Owner and Occupant are responsible for all family and guests.
3. The speed limit on Northmeadow Circle is as posted.

D. Pets/Animals

1. The privilege of keeping cats, dogs and other pets in, on or about the Condominium property is subject to the terms, conditions and specific approval of the Association. Prior approval of the Board of Directors shall be required before any new pet (except fish and domestic caged birds) may be kept in the Condominium.
2. All animals shall be kept on a hand held leash or carried while in any common area. No animals are permitted in the pool or playground areas.
3. Each pet owner shall immediately clean up his or her pet's defecation. The grass area between the sidewalk and North Village Drive is designated as the dog walk area.
4. Pets shall not be permitted to disturb other Occupants.
5. Each pet owner covenants with the Association to promptly comply with any order by the Board of Directors to remove a pet from the Condominium property.
6. The number of pets is limited to two per apartment unit.

E. General

1. No person shall prepare, post, mail or otherwise circulate in any manner whatsoever any material which purports to be or represent an official act or notice of the Association, except as specifically directed by the Board of Directors.
2. The use of the term "Association" shall include, to the extent delegated by the Board of Directors, the manager or management company employed by the Association.
3. Any breach or violation of the foregoing Rules and Regulations or other obligations imposed by Condominium Documents may result in a fine of up to \$50.00 per infraction plus legal action for damages actually sustained by the Association due to the violation, in addition to all other legal remedies. Said fine shall be collected in the same manner as common expense, special assessments, or maintenance charges. This authority to assess and enforce fines shall not constitute a limitation upon the Association's right to enforce the Condominium Documents, Articles of Incorporation, Bylaws or these Rules, by remedies available pursuant to Florida Statutes, or any other appropriate legal or equitable remedies, including eviction of any Lessees who fail to

comply with these Rules and Regulations. The following infractions shall be specifically fined as indicated:

a. Breakage of glass in the pool area shall be cause for automatic fine of \$50.00 plus all damages associated with restoring the pool area to a safe facility, as determined by management or the Board of Directors, to the Owner responsible for the person who brought such glass into the pool area.

b. Failure to keep pet on a leash or in arms in a common area, or failure to clean up after the pet:

First Occurrence	\$25.00
Second Occurrence	\$50.00
Third Occurrence	\$50.00
Fourth Occurrence	Removal of pet from premises

4. Unit owners or lessees that have security systems on their Unit or their vehicle(s) with an audible warning device shall have a 15 minute automatic cut-offy for the audible warning device that must be manually reset. Such Unit Owners or lessees shall make arrangements with a neighboring Unit Owner or Lessee or the Managing Agent to have access to their Unit or their vehicle(s) in their absence in the event emergency repairs are necessary to cut off the alarm or if the Unit is found open. The Occupant agrees the Association or the managing agent has the right to enter the unit if or when necessary to disable the audible warning device after repeated false alarms. Neither the Association, the Board of Directors, nor the managing agent, shall be responsible to an owner occupant for any loss or damage claimed, or incurred, as a result of any action(s) taken to silence a malfunctioning security system.
5. Each Unit Owner is primarily responsible for his Occupants' compliance with all provisions of the Declaration, the Bylaws, Articles of Incorporation and these Rules and Regulations. Owners and Occupants in violation of these Rules or other documents are subject to liability for infractions and subject to fines as indicated above as well as legal actions for damages or injunctive relief.
6. The party against whom a fine may be, or has been, levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
  1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and

3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be, or has been levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

7. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00

#### F. Meetings

1. Written notice of all Board of Directors, Unit Owners, and Committee meetings shall state the agenda items to be considered and shall be posted at the official bulletin board of the Association located at the pool area of the condominium property, at least 48 continuous hours preceding the meeting, except in an emergency.
2. Written notice of any Board of Directors meeting at which non-emergency special assessments, or at which amendment to Rules regarding unit use will be proposed, discussed, or approved shall be mailed or delivered to the unit owners and posted on the official bulletin board of the Association not less than 14 days prior to the meeting. Notice of any meeting of the Board of Directors in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
3. Any unit owner may request a matter to be an agenda item, if the same is submitted to the Association in writing 14 days prior to the date set for such meeting requesting the Committee or the Board of Directors to hear the matter. If the Committee or the Board of Directors decides this is a proper matter for consideration at such meeting, it will be added to the agenda for the meeting.
4. Any unit owner may attend any duly scheduled meeting of the Board of Directors or Committee of the Association. If a unit owner wishes to speak at such meetings with

reference to any designated agenda items, the owner may do so if he or she submits to the Association a written request at last 24 hours prior to the date of such meeting. There shall be a time limit of three minutes for the owner to speak on the agenda item. The Board of Directors or the Committee shall have sole discretion by a majority vote to grant additional time if they decide this limitation of time would be a hardship.

5. Should a unit owner desire to tape, record or videotape a meeting of the Board of Directors or meeting of unit owners, written request shall be made to the Association 24 hours prior to such meeting. The recording devices must be unobtrusive, quiet and stationary, and must be set up prior to the meeting. Any expense incurred by the Association shall be paid by the unit owner and billed as a part of the owner's monthly maintenance charge. The entire meeting shall be taped or videotaped should this request be made. A complete unedited copy of the tape or videotape shall be furnished to the Association at the owner's expense, if requested by the Board of Directors. Such tape or videotape shall be processed, developed, and copied by a third party to be selected by the Board of Directors and unit owner at the expense of the unit owner.

G. Official Records

1. Each unit owner's copy of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as amended or with their amendments, shall be passed along to the subsequent purchaser of the unit.
2. Copies of the official records of the Association may be viewed at Greenacre Properties, Inc. (GPI), 4131 Gunn Highway, Tampa, Florida. Upon receipt of a written request from the unit owner or his authorized representative, GPI will set an appointment for the Owner/Representative to view the records within 5 working days, and during GPI's normal business hours.
3. Copies of the official records may be obtained by written prepaid request to GPI. GPI will furnish copies with 10 working days of receipt of said prepaid request.

NOTE: The Association forms utilized in reviewing applications to lease or to sell are on pages 16 through 20 attached. The Association reserves the right to revise or alter or add to the forms, without amending or changing the rules.

videotape shall be furnished to the Association at the owner's expense, if requested by the Board of Directors. Such tape or videotape shall be processed, developed, and copied by a third party to be selected by the Board of Directors and unit owner at the expense of the unit owner.

G. Official Records

1. Each unit owner's copy of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as amended or with their amendments, shall be passed along to the subsequent purchaser of the unit.
2. Copies of the official records of the Association may be viewed at Greenacre Properties, Inc. (GPI), 4131 Gunn Highway, Tampa, Florida. Upon receipt of a written request from the unit owner or his authorized representative, GPI will set an appointment for the Owner/Representative to view the records within 5 working days, and during GPI's normal business hours.
3. Copies of the official records may be obtained by written prepaid request to GPI. GPI will furnish copies with 10 working days of receipt of said prepaid request.

NOTE: The Association forms utilized in reviewing applications to lease or to sell are on pages 16 through 20 attached. The Association reserves the right to revise or alter or add to the forms, without amending or changing the rules.

CVNMEADO\REVISED.R&R



OFF. REC. 7417PG1474

APPLICATION BY PROPOSED LESSEE  
(PLEASE COMPLETE FULLY AND ACCURATELY)

Unit # \_\_\_\_\_ Date from \_\_\_\_\_ to \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ S.S.# \_\_\_\_\_

Spouse Name \_\_\_\_\_ Age \_\_\_\_\_ S.S.# \_\_\_\_\_

Number of Children occupants \_\_\_\_\_ Names and Ages \_\_\_\_\_

Pets (number & Breeds) \_\_\_\_\_

Present Address \_\_\_\_\_  
(Street) (City) (State) (Zip)

Previous Address \_\_\_\_\_  
(Cover the last five years)

State name and relationship of all other adult persons who will reside in the apartment unit regularly.

\_\_\_\_\_ Age(s) \_\_\_\_\_

Make of Car(s) \_\_\_\_\_ Year \_\_\_\_\_ Model \_\_\_\_\_ License \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_ Model \_\_\_\_\_ License \_\_\_\_\_

Occupation - Applicant \_\_\_\_\_ Spouse \_\_\_\_\_

Employer \_\_\_\_\_ Phone \_\_\_\_\_

Previous Employer \_\_\_\_\_

Bank Reference(s) (name and address) \_\_\_\_\_

Personal References (Give two  
Include Addresses) \_\_\_\_\_

I understand that as a unit lessee I will be bound by the Rules and Regulations, covenants, conditions, and restrictions of the ASSOCIATION and I agree to be bound by these ASSOCIATION documents. I understand that non-compliance may result in a fine or eviction or demand of lease payments to the Association. I agree to a walk-through of the unit with me and representatives of the Board of Directors before moving into the apartment. I further consent that you may make further inquiries concerning me and my family, particularly of the references given.

\_\_\_\_\_  
SIGNATURE OF THE APPLICANT Date \_\_\_\_\_

I/We, \_\_\_\_\_, \_\_\_\_\_ (all owners), am/are the owner(s) of Unit \_\_\_\_\_ in Carrollwood Village Northmeadow Cluster Houses. Owner(s) desires to lease the unit to \_\_\_\_\_ (all lessees) pursuant to a lease submitted herewith. In consideration of approval of this lease, owner(s) and lessee(s) hereby agree as follows:

If, at any time during the term of the lease, owner(s) become(s) delinquent in payment of assessment to the Carrollwood Village Northmeadow Cluster Houses Condominium Association, Inc. (Association), owner(s) and Lessee(s) agree that the Association shall have the power, right, and authority to demand lease payments directly from the lessee(s) and deduct such past due assessments, costs, and attorney fees, if any, as may be delinquent. Further, owner(s) and lessee(s) agree that the lessee(s) will pay the full lease payment due to the Association upon demand. If any funds are left over, the Association shall immediately remit the balance to owner(s). Should lessee(s) fail to comply with the demand of the Association within three (3) days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to seek a termination of the tenancy through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner(s) and lessee(s) further agree that if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs from the owner(s).

Agree to this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ALL OWNERS MUST SIGN BELOW

ALL LESSEES MUST SIGN BELOW

I understand that as a condition of lease, I will furnish copies of the ASSOCIATION document to lessee(s).

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

Note: Any falsification or misrepresentation of the facts in this application, will result in an automatic rejection of the application.

Mail to: Greenacre Properties, Inc.  
4131 Gunn Highway  
Tampa, FL 33624  
(813) 961-2203

The following must be included:

1. Signed Lease Application, both sides
2. Copy of Contract for Lease
3. Check for \$25.00 made payable to Northmeadow Cluster Houses, Inc., which is the processing fee.

APPLICATION TO SELL  
(PLEASE COMPLETE FULLY AND ACCURATELY)

Date \_\_\_\_\_

TO: Board of Directors

In keeping with the provisions of Article XXVII of the Declaration of Carrollwood Village Northmeadow Cluster Houses, I/We hereby serve notice that I/We desire to accept a bona fide offer made to me/us by \_\_\_\_\_, to purchase Unit No. \_\_\_\_\_.

I/We have provided to the purchaser a copy of the Northmeadow Cluster Houses' Declaration, By-Laws, Articles of Incorporation, the Rules and Regulations and will provide coupon payment books and return envelopes at the closing.

For your consideration, the proposed purchaser has completed the attached Application By Proposed Purchaser. I/We am/are aware that falsification or misrepresentation of the facts in this or the proposed purchaser's application, will result in an automatic rejection of the Application to Sell.

Attached is a check in the amount of \$25.00 to cover the investigation and other costs.

DATED: This \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SIGNED: \_\_\_\_\_  
SellerSIGNED: \_\_\_\_\_  
Seller

Mail to: Greenacre Properties, Inc.  
4131 Gunn Highway  
Tampa, FL 33624  
(813) 961-2203

The Following must be included:

1. Signed Application to Sell
2. Signed Application by Proposed Purchaser
3. Signed Contract of Sale
4. Check for \$25.00, payable to Northmeadow Cluster Houses, Inc. (the processing fee).

Date \_\_\_\_\_

TO: Board of Directors

I/We intend to purchase Unit Nr. \_\_\_\_\_, in Carrollwood Village Northmeadow Cluster Homes. For your consideration of my application, I/We represent that the following information is factual and true. I/We consent that you may make further inquiry concerning this Application, particularly of the references given below.

Note: Any falsification or misrepresentation of the facts in this application, will result in automatic rejection of the application.

I/We agree to a walk-through of the unit with me and a representative of the Board of Directors prior to Closing.

I/We will be bound by the Declaration of Condominium, By-Laws, Articles of Incorporation and the Rules and Regulations of the Condominium Association.

I/We Will, upon closing, provide the ASSOCIATION within ten working days a copy of the Closing Statement and a copy of the Deed.

FULL NAME OF PURCHASER \_\_\_\_\_ AGE \_\_\_\_\_

OCCUPATION OF PURCHASER (even if retired) \_\_\_\_\_ HOW LONG \_\_\_\_\_

FULL SPOUSE NAME \_\_\_\_\_ AGE \_\_\_\_\_

OCCUPATION OF SPOUSE \_\_\_\_\_ HOW LONG \_\_\_\_\_

PRESENT HOME ADDRESS \_\_\_\_\_ HOW LONG \_\_\_\_\_

CITY AND STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_

PRIOR HOME ADDRESS \_\_\_\_\_ HOW LONG \_\_\_\_\_

CITY AND STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE(\_\_\_\_) \_\_\_\_\_

NAMES AND ADDRESS OF EACH EMPLOYER DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT.

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

The Rules and Regulations of Carrllwood Village Northmeadow Cluster Houses Condominium Association, Inc. provide an obligation of Unit Owners that apartment units are for single family residence.

State name and relationship of all other persons who will reside in the apartment unit regularly.

NAMERELATIONSHIPAGE

\_\_\_\_\_  
Total number of children who will be living with you\_\_\_\_\_, Names and Ages

\_\_\_\_\_  
Two (2) Personal References (local if possible)

NAME\_\_\_\_\_ADDRESS\_\_\_\_\_

CITY AND STATE\_\_\_\_\_ZIP\_\_\_\_\_PHONE(\_\_\_\_)

NAME\_\_\_\_\_ADDRESS\_\_\_\_\_

CITY AND STATE\_\_\_\_\_ZIP\_\_\_\_\_PHONE(\_\_\_\_)

BANK REFERENCES (1)\_\_\_\_\_

(2)\_\_\_\_\_

MAKE OF CAR(s)\_\_\_\_\_YEAR\_\_\_\_\_LICENSE NO.\_\_\_\_\_STATE\_\_\_\_\_

\_\_\_\_\_YEAR\_\_\_\_\_LICENSE NO.\_\_\_\_\_STATE\_\_\_\_\_

PERSON TO BE NOTIFIED IN CASE OF EMERGENCY:\_\_\_\_\_

ADDRESS\_\_\_\_\_ZIP\_\_\_\_\_PHONE (\_\_\_\_)

MAILING ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF APPLICATION:

NAME\_\_\_\_\_ADDRESS\_\_\_\_\_

CITY AND STATE\_\_\_\_\_ZIP\_\_\_\_\_PHONE(\_\_\_\_)

I (We) understand that any violation of the terms, provisions, conditions and covenants of Carrollwood Village Northmeadow Cluster Houses' documents provides cause for available immediate action as therein provided.

DATED: This\_\_\_\_ day of\_\_\_\_\_, 19\_\_\_\_\_

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_  
(applicants)

APPROVED\_\_\_\_\_DISAPPROVED\_\_\_\_\_

\_\_\_\_\_  
CONDOMINIUM BOARD MEMBER

\_\_\_\_\_  
DATE

Application to Purchase Page 2

RESOLUTION AMENDING RULES & REGULATIONS OF  
CARROLLWOOD VILLAGE NORTHMEADOW CLUSTER HOUSES  
CONDOMINIUM ASSOCIATION, INC.

Be it resolved that the Rules and Regulations of Carrollwood Village Northmeadow Cluster Houses Condominium Association, Inc., hereinafter called Association, dated May 12, 1987, and recorded in Official Record Book 5207, Pages 382 through 389, of the Public Records of Hillsborough County, Florida, be and the same are hereby amended in the following respects:

Paragraph; 1, 2, 3, 4, and 5 shall be added and shall read as follows:

F. Meetings

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

1. Written notice of all Board of Directors, Unit Owners, and Committee meetings shall state the agenda items to be considered and shall be posted at the official bulletin board of the Association located at the pool area of the condominium property, at least 48 continuous hours preceding the meeting, except in an emergency.

2. Written notice of any Board of Directors meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved shall be mailed or delivered to the unit owners and posted on the official bulletin board of the Association not less than 14 days prior to the meeting. Notice of any meeting of the Board of Directors in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3. Any unit owner may request a matter to be an agenda item, if the same is submitted to the Association in writing 14 days prior to the date set for such meeting requesting the Committee or the Board of Directors to hear the matter. If the Committee or the Board of Directors decides this is a proper matter for consideration at such meeting, it will be added to the agenda for the meeting.

4. Any unit owner may attend any duly scheduled meeting of the Board of Directors or Committee of the Association. If a unit owner wishes to speak at such meetings with reference to any designated agenda items, the owner may do so if he or she submits to the Association a written request at least 24 hours prior to the date of such meeting. There shall be a time limit of three minutes for the owner to speak on the agenda item. The Board of Directors or the Committee shall have sole discretion by a majority vote to grant additional time if they decide this limitation of time would be a hardship.

5. Should a unit owner desire to tape record or videotape a meeting of the Board of Directors or meeting of unit owners, written request shall be made to the Association 24 hours prior to such meeting. The recording devices must be unobtrusive, quiet and stationary, and must be set up prior to the meeting. Any expense incurred by the Association shall be paid by the unit owner and billed as a part of the owner's monthly maintenance charge. The entire meeting shall be taped or videotaped should this request be made. A complete unedited copy of the tape or videotape shall be furnished to the Association at the owner's expense, if requested by the Board of Directors. Such tape or videotape shall be processed, developed, and copied by a third party to be selected by the Board of Directors and unit owner at the expense of the unit owner.

Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Luis M. LeDuc, D.C.

1992 APR 22 AM 11:05

92085725

Paragraph E -- 7 shall be added and shall read as follows:

A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

The following sentence shall be added to Paragraph A -- 12:

The Board of Directors will not approve such sale or lease until the unit owner and representatives of the Board of Directors have made a walk through inspection of the Unit to be sure there have been no alterations and/or modifications in violation of the conditions and terms of the Declaration of Condominium, the By-Laws, or Rules and Regulations of the Association. Should such inspection indicate violations, the Board will not approve such sale or lease until the violations have been corrected by the owner or until the owner has made arrangements acceptable to the Board to correct same. The Board of Directors shall establish a reasonable fee to be charged a unit owner for processing an application for sale or lease of a unit. All lease requests must include a duly executed lease payment agreement as provided by the Association (see attachment 1).

Paragraph G shall be added and shall read as follows:

G. Official Records

1. Each unit owner's copy of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations as amended or with their amendments, shall be passed along to the subsequent purchaser of the Unit.

2. Copies of the official records of the Association may be viewed at Greenacre Properties, Inc. (GPI), 4131 Gunn Highway, Tampa, Florida. Upon receipt of a written request from the unit owner or his authorized representative, GPI will set an appointment for the Owner/Representative to view the records within 5 working days, and during GPI's normal business hours.

3. Copies of the official records may be obtained by written prepaid request to GPI. GPI will furnish copies within 10 working days of receipt of said prepaid request.

I HEREBY CERTIFY that the foregoing Rules and Regulations are a true and correct copy of those Rules and Regulations approved by the Board of Directors of Carrollwood Village Northmeadow Cluster Houses, Inc. at a lawfully scheduled meeting on April 14, 1992, Tampa, Florida.

CARROLLWOOD VILLAGE  
NORTHMEADOW CLUSTER HOUSES, INC.

By: *Charles Apgar*

Charles Apgar, President  
4184 Northmeadow Circle, Tampa, FL

Attest: *Grayce Elgar*

Grayce Elgar, Secretary  
4137 Northmeadow Circle,  
Tampa, FL

Signed, Sealed, and  
Delivered in the presence of:

*Maria E Franceschini*  
Print Name: MARIA E FRANCESCHINI

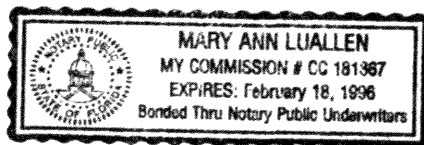
*Joni Franklin*  
Print Name: Joni Franklin

State of Florida:  
County of Hillsborough:

The foregoing instrument was acknowledged before me this 22nd day of April, 1992, by Charles Apgar, President, and Grayce Elgar, Secretary, on behalf of Carrollwood Village Northmeadow Cluster Houses, Inc. He and she are personally known to me (or who produced \_\_\_\_\_ as identification) and who did (did not) take an oath.

*Mary Ann Lualien*  
NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:





*Exhibit*

O.R.  
BOOK

6585 PAGE 1055

Attachment 1

I/we, \_\_\_\_\_, \_\_\_\_\_ (all owners),  
am/are the owner(s) of Unit \_\_\_\_\_ in Carrollwood Village Northmeadow  
Cluster Houses. Owner(s) desire(s) to lease the unit to  
\_\_\_\_\_, \_\_\_\_\_ (all lessees)  
pursuant to a lease submitted herewith. In consideration of approval of  
this lease, owner(s) and lessee(s) hereby agree as follows:

If, at any time during the term of the lease, owner(s) become(s) delin-  
quent in payment of assessment to Carrollwood Village Northmeadow Cluster  
Houses Condominium Association, Inc., (Association), owner(s) and lessee(s)  
agree that Association shall have the power, right and authority to demand  
lease payments directly from the lessee(s) and deduct such past due assess-  
ments, costs and attorney fees, if any, as may be delinquent. Further,  
owner(s) and lessee(s) agree that lessee(s) will pay the full lease payment  
due, to the Association upon demand. If any funds are left over, the Asso-  
ciation shall immediately remit the balance to owner(s). Should lessee(s)  
fail to comply with the demand of the Association within three (3) days of  
receipt of a demand for payment hereunder, the Association is hereby grant-  
ed the authority to seek a termination of the tenancy through eviction  
proceedings, or to seek injunctive relief or specific performance under  
this contract. Owner(s) and lessee(s) further agree that, if such legal  
action becomes necessary, the Association shall be entitled to recover  
reasonable attorney's fees and costs from owner(s).

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ALL OWNERS MUST SIGN BELOW

ALL LESSEES MUST SIGN BELOW

I understand that as a condition of  
lease, I will furnish copies of the  
ASSOCIATION documents to lessee.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

REC. 0601 002

RULES AND REGULATIONS  
OF CARROLLWOOD VILLAGE NORTHMEADOW CLUSTER HOUSES  
CONDOMINIUM ASSOCIATION, INC.

The following rules and regulations of Carrollwood Village Northmeadow Cluster Houses Condominium, Inc. hereinafter designated as Association were lawfully approved by the Board of Directors of the Association at a duly scheduled meeting on May 12, 1987, Tampa, Florida. The following rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violation of these rules and regulations should be reported to the managing agent of the Association or the President or Vice President of the Association for corrective action. These rules and regulations replace and supersede all previous rules and regulations of the Association and may in the future be modified, added to or repealed by the Board of Directors of the Association. If any Rule or Regulation is in conflict with the Declaration of Condominium, Articles of Incorporation, By-Laws or Florida Law, the latter shall prevail.

Each Owner, Invitee, Relative, Lessee or Guest, are otherwise hereinafter referred to as Occupant of the Apartment Unit and shall be governed by these Rules and Regulations.

Violation of these rules and regulations may subject the violator to any and all remedies available to the Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation, the By-Laws and Florida Law. The Rules and Regulations are as follows:

A. Apartment Unit

1. Units shall be used only for the purpose of single family residence and for no other purposes whatsoever.
2. It is the responsibility of the Occupant to maintain the internal surfaces, windows, screens, doors, door frames and hardware in good condition and repair. If an Occupant fails to repair damaged windows, screens, doors, door frames or hardware within a reasonable period, the Association will make the repairs as it deems necessary, and bill the cost of such repairs to the Unit Owner. Should exterior items need to be replaced, the replacement will be of the original design and as approved by the Standards Committee.
3. It is the responsibility of the Occupant to maintain the limited common areas (balconies, patios entries and carports) appurtenant to his unit in a clean and orderly condition. Hanging of garments, laundry or other objects (excluding plants) is prohibited. Plants,

shrubs and other vegetation within the limited common area should be trimmed, weeded and pruned as necessary by the Occupant. Storage of items in exterior limited common areas is prohibited.

4. It is the responsibility of the Occupant to maintain his carport in a clean and orderly condition. No items may be stored or hung in carports. Only conforming vehicles may be kept there. (See Item C).
5. No Occupant shall make any exterior modifications to a Unit, including open or fenced patio areas, without written approval of the Board of Directors. A written application with acceptable plans and specifications must be submitted to the Board of Directors or Standards Committee in advance. The Board will act upon said applications within a reasonable time. No approved additions or alterations may be further altered or changed in any way without prior written approval.
6. No Occupant shall make or permit any disturbing sounds or noises, nor do or permit anything to be done that would interfere with the rights, comfort or convenience of others. No Occupant shall play or cause to be played any musical instrument, phonograph, radio, television or tape player in a manner that disturbs or annoys Occupants of other Units.
7. No garbage cans or containers may be placed or kept in any area visible from the exterior of the Unit except on the night preceding the day of garbage removal.
8. No antennas or wiring may be installed on the exterior of any Unit.
9. All sliding glass doors/windows visible to any common area shall have white drapes, curtains or exterior linings. All other glass areas visible to any common area may or may not have window coverings (shades, drapes, shutters, etc.) but if such coverings are used, they shall be white or brown. The application of sunscreen or tinted window glass requires the advance written approval of the Board of Directors.
10. No signs, advertising or notices of any kind or type, including but not limited to, "For Sale" or "For Rent" shall be displayed in any manner so as to be visible from the exterior of any Unit.
11. No garage or household goods sales shall be held in any carport or common area.

12. No Unit Owner shall sell or lease his Unit without first obtaining written Board of Director approval of the prospective buyer or lessee. Each Unit Owner shall furnish a prospective buyer or lessee with copies of all Condominium documents, including these Rules and Regulations, prior to seeking approval, and shall submit to the Board of Directors a receipt signed by the prospective buyer or lessee agreeing to comply with these rules. No less than 15 days are required for the Board of Directors to adequately review all requests for lease or sale. An executed copy of the contract for sale or lease must be submitted with the application for approval.
13. No apartment Unit may be leased for a period of less than 12 months, all leases must be in writing. In no event may any apartment Unit Owner lease or rent his apartment Unit more than once during the one (1) year period which begins to run on the date his lease is executed. No apartment Unit shall be subleased. The terms and conditions of any lease shall provide that the apartment Unit to be leased may not be subleased or assigned. All leases shall also provide that if any lessee does not comply with the covenants found in the Condominium documents, including these rules and regulations, the Association shall have the right to cancel and terminate such lease, all without obligation to the Owner, and in said respect, the Association shall be regarded as the Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease and if appropriate, the eviction of the tenant. The legal expense, including a reasonable attorney's fee for the Association's attorneys for services rendered in enforcing said Lease according to these Rules and Regulations, shall be assessed against the Unit Owner. The Association will charge a fee to process the approval of a sale, lease or other alienation of an apartment Unit.

#### B. Common Areas/Pool

1. Any and all use of the recreational facilities and other common areas shall be in such a manner as to respect the rights of other Occupants. Anyone using such facilities or areas shall leave them in the same condition as existed before such use, or shall be assessed the cost of restoring the area to such condition.
2. Occupants shall adhere to reasonable standards of dress when outside their Units.

## 3. With respect to the pool and pool deck areas:

- a. The pool and pool area are reserved for the exclusive use of residents and their guests. Guests of a resident's guests are not permitted unless the resident is personally present in the pool area.
- b. All persons using the pool do so at their own risk.
- c. Any child under the age of 14 must be accompanied by a person age 18 or over who accepts responsibility for the child's safety and behavior.
- d. No glass objects of any kind, except eyeglasses, shall be permitted in the pool area.
- e. No animals are permitted in the pool area.
- f. Running, pushing and roughhouse are not permitted.
- g. Oils and lotions should be showered off before entering the pool to reduce damage or blockage of filtering system.
- h. No one with a skin disease, nasal or ear discharge, open cuts or communicable disease shall be permitted in the pool.
- i. The swimming pool is solely for the use of Owners, Lessees and their invited guests. Swimming shall be at the risk of those involved and shall not be at the risk of the Association.
- j. Rules and Regulations governing the use of the pool, may be adopted from time to time by the Board of Directors and posted in the swimming pool area. Guests as well as Owners and Lessees are subject to the posted rules at the pool area.
- k. No one person or group may monopolize the area or prevent the other members from occupying chairs or lounges. If any Owner or Lessee desires to use the pool or other common area for a private party to entertain a group of persons, such Owner or Lessee shall first apply to the Managing Agent or the Board of Directors for permission and supply the Board with such information that they may require. Such permission may be given by the Managing Agent or Board upon such conditions as the Board may impose, including the use of parking areas by guests. This permission must always be subject to the rights of other Occupants for the use of the pool.

C. Vehicles/Parking

1. Except for service vehicles, such as moving vans, delivery trucks, maintenance vehicles, etc., which may temporarily (but not overnight without permission of Management or the Board of Directors) enter the Condominium property, no motor vehicles other than family passenger automobiles or station wagons are permitted on the Condominium property without advance approval of the Board or Management. The term station wagon shall include mini-vans, Broncos, passenger window vans, and other vehicles licensed as station wagons. Specifically prohibited are all open or closed trucks, G.M. El Camino-type vehicles (regardless of manufacturer), commercial vans and converted commercial vans, mobile homes, motor homes, campers, recreational vehicles, campers, boats or boat trailers, motorcycles, motor bikes, motor scooters, mopeds, swamp buggies or go-carts. Only those vehicles manufactured and sold as private passenger vehicles are allowed.
2. Vehicles must be parked only in the areas designed specifically for this purpose, such as carports and carport aprons. Temporary (but not overnight without permission of Management or the Board of Directors) parking on Northmeadow Circle is permitted so long as traffic is not impeded. Driving or parking on any grass area is prohibited at all times. Owner and Occupant are responsible for all family and guests.
3. The speed limit on Northmeadow Circle is as posted.

D. Pets/Animals

1. The privilege of keeping cats, dogs and other pets in, on or about the Condominium property is subject to the terms, conditions and specific approval of the Association. Prior approval of the Board of Directors shall be required before any new pet (except caged birds) may be kept in the Condominium.
2. All animals shall be kept on a hand held leash or carried while in any common area. No animals are permitted in the pool or playground areas.
3. Each pet owner shall immediately clean up his or her pet's defecation. The grass area between the sidewalk and North Village Drive is designated as the dog walk area.
4. Pets shall not be permitted to disturb other Occupants.

5. Each pet owner covenants with the Association to promptly comply with any order by the Board of Directors to remove a pet from the Condominium property.

#### E. General

1. No person shall prepare, post, mail or otherwise circulate in any manner whatsoever any material which purports to be or represent an official act or notice of the Association, except as specifically directed by the Board of Directors.
2. The use of the term "Association" shall include, to the extent delegated by the Board of Directors, the manager or management company employed by the Association.
3. Any breach or violation of the foregoing Rules and Regulations or other obligations imposed by Condominium Documents may result in a fine of up to \$50.00 per infraction plus legal action for damages actually sustained by the Association due to the violation, in addition to all other legal remedies. Said fine shall be collected in the same manner as common expense, special assessments, or maintenance charges. This authority to assess and enforce fines shall not constitute a limitation upon the Association's right to enforce the Condominium Documents, Articles of Incorporation, By-Laws or these Rules, by remedies available pursuant to Florida Statutes, or any other appropriate legal or equitable remedies, including eviction of any Lessees who fail to comply with these Rules and Regulations. The following infractions shall be specifically fined as indicated:

a. Breakage of glass in the pool area shall be cause for an automatic fine of \$50.00 plus all damages associated with restoring the pool area to a safe facility, as determined by management or the Board of Directors, to the Owner responsible for the person who brought such glass into the pool area.

b. Failure to keep a pet on a leash or in arms in a common area, or failure to clean up after the pet:

First Occurrence	\$25.00
Second Occurrence	\$50.00
Third Occurrence	\$50.00
Fourth Occurrence	\$50.00
Fifth Occurrence	Removal of pet from premises

4. Unit owners or lessees that have security systems on their Unit with an audible warning device shall have a 15 minute automatic cut-off on the device. Such Unit Owners or lessees shall make arrangements with a neighboring Unit Owner or Lessee or the Managing Agent to have access to their Unit in their absence in the event emergency repairs are necessary to cut off the alarm or if the Unit is found open.
5. Each Unit Owner is primarily responsible for his Occupants' compliance with all provisions of the Declaration, the By-Laws, Articles of Incorporation and these Rules and Regulations. Owners and Occupants in violation of these Rules or other documents are subject to liability for infractions and subject to fines as indicated above as well as legal actions for damages or injunctive relief.
6. The party against whom a fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
  1. A statement of the date, time and place of the hearing:
  2. A statement of the provisions of the declaration, Association by-laws, or Association rules which have allegedly been violated; and
  3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.



I HEREBY CERTIFY that the foregoing Rules and Regulations are a true and correct copy of those Rules and Regulations approved by the Board of Directors of Carrollwood Village Northmeadow Cluster Houses, Inc. at a lawfully scheduled meeting on May 12, 1987, Tampa, Florida.

CARROLLWOOD VILLAGE  
NORTHMEADOW CLUSTER HOUSES, INC.

Signed, Sealed and  
Delivered in the presence  
of:

By [Signature]  
President

[Signature]  
Witness

[Signature]  
Attest, Secretary

[Signature]  
Witness

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 7 day of August, 1987, by [Signature], President and [Signature], Secretary, as duly elected Officers of Carrollwood Village Northmeadow Cluster Houses, Inc., on behalf of the Corporation.

[Signature]  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: DEC. 19, 1990.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CARROLLWOOD VILLAGE NORTHMEADOW CLUSTER  
HOUSES CONDOMINIUM ASSOCIATION, INC.  
RULES AND REGULATIONS REGARDING INSPECTION  
AND COPYING OF ASSOCIATION RECORDS

I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.

II. PERSONS ENTITLED TO INSPECT OR COPY

Every unit owner or the unit owner's authorized representative, as designated in writing, (hereinafter collectively referred to as "unit owner") shall have the right to inspect or copy the official records pursuant to the following rules.

III. INSPECTION AND COPYING

- A. A unit owner desiring to inspect the Association's records shall submit a written request to the Secretary or President of the Association. The request must specify the particular record subject to inspection including pertinent dates or time periods and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
- B. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.
- C. No unit owner may submit more than one request for inspection or copying of the same record in a sixty-day period.
- D. No owner may submit more than one request per month.
- E. No owner may request the inspection of more than twenty (20) records at any one time, nor shall the Association be required to produce records for inspection exceeding

200 pages at one time. If the owner's request exceeds either of these limitations, the Association shall provide records for inspection in the order requested by the owner up to the limiting factor, and the owner shall be notified that the other records will be made available for inspection at another inspection session upon receipt of another written request of the Owner. The foregoing limitations shall not apply to an Owner's request for copies of records which shall be photocopied and delivered to the Owner subject to other provisions of these rules.

- F. All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- G. Records shall be made available for inspection by the Association on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the unit owner. In addition this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.
- H. Inspections shall be made only between the hours of 9:00 a.m. to 5:00 p.m., or as otherwise designated by the Secretary or President.
- I. If a unit owner desires to obtain a copy of any record, the unit owner shall designate in writing which record is desired, or during an inspection the Owner may designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. Copies of the record(s) shall be available within five working days of receipt of the request. In the event the above

referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.

- J. A unit owner shall pay twenty-five cents (25 cents) per page for regular or legal sized photocopies, payable in cash or by personal check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the Secretary or President in their discretion, taking into account such factors as the amount of the copying charge, the payment record of an Owner, and other relevant factors.

#### IV. MANNER OF INSPECTION

- A. No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.
- C. The Association shall maintain a log detailing:
  - i. The date of receipt of the written request for inspection
  - ii. The name of the requesting party
  - iii. The requested records
  - iv. The date the owner was notified of the availability of the records
  - v. The date the records were made available for inspection or copying
  - vi. The date of actual inspection or copying
  - vii. The signature of the unit owner acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall

sign said log or a comparable receipt prior to inspection or receipt of copies.

V. ENFORCEMENT OF INSPECTION AND COPYING RULES

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
- B. Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the unit owner. Any verbal requests for inspection or copying may be responded to at the time by the Association representative notifying the requesting person of the existence of their rules and pointing out the necessity of complying herewith.
- C. The Board of Directors may take any available legal action to enforce these rules, including the levy of a fine.

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