

**TURTLE CREEK NO. 1 CONDOMINIUM  
ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**APPROVED  
FEBRUARY 26, 2016**

## **RULES AND REGULATIONS**

Every condominium association has its rules and regulations. They are established to protect each owner's investment and to provide guidelines to owners, lessees and guests for the orderly day-to-day use of our buildings and grounds. The rules and regulations help to ensure that the structures and condo ambiance that you purchased, at the time of closing are not denigrated.

As provided in the Turtle Creek No. 1 Association by-laws and the Florida Condominium Law, the Board of Directors establishes the rules and regulations. They may be revised from time to time as needs and conditions change.

Owners, lessees and guests shall comply with the Turtle Creek No. 1 Association rules and regulations, as well as all laws and regulations of any government body having jurisdiction over Turtle Creek No. 1 Association. Violations of federal, Florida, or Martin County laws shall be considered a violation and will be dealt with by the Association Board of Directors and/appropriate outside authorities.

By clarifying these rules and regulations, it is hoped that the need to enforce them will be a rarity. It is our Property Manager's responsibility, as well as each owner, to notify the Board of Directors of any violation of our by-laws and rules and regulations. Failure to read these Rules and Regulations does not constitute an excuse for violating them.

**PLEASE FAMILARIZE YOURSELF WITH ALL OF OUR RULES AND REGULATIONS.**

# **TABLE OF CONTENTS**

## **RULES AND REGULATIONS FOR TURTLE CREEK NO. 1 ASSOCIATION**

<b>1. BUILDINGS.....</b>	<b>Pages 4 – 7</b>
1.1 Exterior	
1.2 Interior	
1.3 Sale of a Condominium Unit	
1.4 Lease of a Condominium Unit	
<b>2. COMMON AREAS.....</b>	<b>Pages 8 – 11</b>
2.1 Gardens	
2.2 Parking Lot	
2.3 Pool	
2.4 Recreation Room	
<b>3. GENERAL RULES.....</b>	<b>Pages 11 – 13</b>
3.1 Meetings	
3.2 Address and Telephone Numbers	
3.3 Bicycles	
3.4 Animals	
3.5 Children	
3.6 Cooking Grills	
3.7 Pest Control	
3.8 Maintenance Personnel	
3.9 Disturbances	
3.10 Complaints	
3.11 Trash Disposal	
3.12 Remodeling	
<b>4. QUARTERLY ASSESSMENT PAYMENTS.....</b>	<b>Page 13</b>
<b>5. VIOLATIONS OF RULES AND REGULATIONS.....</b>	<b>Page 13</b>
<b>HELPFUL SUGGESTIONS.....</b>	<b>Pages 14 - 15</b>

# **RULES AND REGULATION OF TURTLE CREEK NO. 1 ASSOCIATION**

## **OUR ASSOCIATION**

Turtle Creek No.1 Association is a condominium complex located on Concourse and Turtle Creek Drives, in the Village of Tequesta, in Martin County, Florida. It consists of 18 acres containing 25 condominium buildings of 6 units each, for a total of 150 units. In addition, the Association owns a recreation building located at 195 Turtle Creek Drive, containing a pool, recreation room, locker rooms, restrooms, maintenance storage facilities, and an association office.

Each condominium unit is a single family, private dwelling.

The 150 unit owners on the property are members of Turtle Creek No. 1 Association.

The rules and regulations of Turtle Creek No. 1 Association pertain to all buildings and common areas of the condominium property.

### **1. BUILDINGS**

#### **1.1 Exterior**

- a. **Common Area:** It is defined as all parts of the condominium outside of the interior painted walls, with some exceptions listed in our Condominium Declaration. For example, the Association maintains pipes behind the interior walls, parking lot, gardens, porches, crawl spaces, lockers, etc.
- b. **Walkways: *For Fire and Emergency Medical Services***, the walkways, stairways, and entrances shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings or any portions of the Condominium property. For example: bikes, toys, and chairs are not permitted. The sidewalks in front of each Unit shall not be altered in any way without the approval of the Board of Directors.
- c. **Balconies and Railings:** No article shall be hung or shaken from the decks, doors, or windows of the Units or placed on the outside balcony railings of the Unit. For example: draping of bathing suits, towels, carpets, etc. are not permitted, and will be removed by the Property Manager.
- d. **Unit Exterior:** The exterior of each Unit and all other areas appurtenant to the Condominium shall not be painted, decorated, or modified by any owner in any manner, without prior written consent of the Association Board of Directors, which consent may be **withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. Nothing may be done that changes the common areas including exterior appearance of any portion of the Unit. For example, signs, decorations, clotheslines, bird feeders, storage locker changes or unauthorized construction thereof are prohibited.** The Association, at the Unit owner's expense, will correct any unauthorized exterior changes by a Unit owner.

- e. **Uniformity:** To preserve a uniform attractive exterior, all windows, sliders, lighting fixtures, steps, patio flooring, railings, decks, etc., shall conform to building standards as established by the Board of Directors.
- f. **Personal Articles:** No personal articles shall be placed or stored in any of the visible common areas, such as walkways and exterior areas. (See 3.3)
- g. **Holiday Decorations:** Such decorations are permitted, but shall be removed within one (1) week after the holiday.
- h. **Shutters:** The Board of Directors recommends unit owner's, when replacing shutters, install either ***Dade County Approved hurricane shutters or impact windows***, on every window and sliding door. The front entrance doors do not need to be shuttered. The outside color of the shutters shall be white. Silver-colored shutters can be used during a storm/hurricane, but shall be removed immediately after the storm.

Maintenance of shutters is the responsibility of each unit owner. The Association Property Manager and staff may **only** close your shutters if a hurricane warning is issued. This work is provided at no cost to the unit owner. However, if requests are made for shutter opening/closing at other times (non-hurricane/storm), a service charge will be levied. All shutter installation shall be approved by the Association Board of Directors.

## 1.2 Interior

- a. **Window Treatments:** All draperies, curtains, shades, or other window or door coverings installed within the Condominium Unit, which are visible from the exterior of the Condominium or Common Elements, shall have a white backing and be maintained. All other window treatments or colors require approval of the Association Board of Directors.
- b. **Signs:** Unit owners may not display any signs such as "For Sale" or "For Rent" signs, advertising, window displays, and political signs of any kind.
- c. **Air Conditioning Policy:** Each unit Owner is responsible for the maintenance of their AC unit, including air handler, related wiring, thermostats, ducts, and piping. In the event of an air conditioner failure, you are personally liable for any damage to neighboring property as well as Association property. The Association HIGHLY recommends condensation drain lines be cleaned twice a year. Please have arrangements made to have someone check your unit frequently during any extended absence (one week or longer) to prevent damage to the interior (mold, water damage, etc). NOTE: Any Unit Owner who plans to be absent from the Unit during the summer season, is required to prepare the Unit prior to departure. As outlined below:

### ***Keep your Air Conditioning on:***

- Maintain your Unit at 80 degrees or lower (recommended by the Association's insurance company).
- Check or have someone check your Unit frequently-especially during the extended hot weather.

- **Add bleach in each toilet bowl and seal with plastic wrap. Also close or cover all drains to prevent insect intrusions.**

Please check with the Property Manager if you have questions.

- d. **Water Heaters:** When leaving your unit for an extended period of time, (one week or longer), turn off the electricity to the water heater at the circuit breaker and turn off the main water supply to the apartment. This includes both water filled tanks, and tank-less models. Upon your return, turn the main water supply valve on first before turning the circuit breaker back on.

All unit owners should be aware of the condition of their water heater before a 10-year age limit is reached. Water heaters and water shut off valves are the responsibility of each unit owner. Please check with the Property Manager before replacing a water heater or air conditioner.

- e. **Buildings 21, 22, 24, and 25:** These units have separate water shut off valves outside the units in the courtyards. This main water supply valve should be turned off when the unit owner is away for an extended period of time. If you need assistance, please call the Property Manager.
- f. All interior areas of owner's unit shall be maintained in a orderly fashion. Use of the unit is for single family residential use only. The unit can not be used for storage or hoarding. Hoarding is a health and safety hazard. All areas of the unit must be left open for egress and ingress that may be needed for emergency personnel.

### 1.3 Sale of a Condominium Unit

- a. **Sale:** If a unit owner has a sale pending, the owner should notify the Association Office of potential, up-coming closing.
- b. **Documents:** The owner or realtor must provide the intended purchaser with a copy of the Declaration of the Condominium, By-Laws, and current Rules & Regulations. Owners have a copy of this information. If none are available, the documents can be purchased from the Turtle Creek No. 1 Association. Please contact the office for details and further information.
- c. **Application for Ownership:** A unit owner with a bona fide contract is required to have the prospective buyer complete an "Application for Ownership" packet available in the Association office. **The completed forms and required documents** shall be delivered to the Association office, a minimum of two (2) weeks before the scheduled closing, or as soon after a signed and accepted contract is received by the current selling Unit Owner, along with an application fee for \$100, made payable to the Turtle Creek No. 1 Association, Inc., for a required interview.
- d. **Interview:** An interview with the prospective purchaser/lessee is required, prior to any closing. When the Association office receives the correct forms, the Association office secretary will arrange for a meeting between the intended purchaser and the interview committee. **PLEASE NOTE: No interview will be conducted without proper documents.** Additionally, the Association office secretary will make all the necessary

phone calls and arrangements for the interview process, between the purchaser and the interview committee members.

- e. **Certificate of Approval:** Within thirty (30) days after receiving the Application for Ownership, the Board of Directors shall either approve or disapprove the proposed application/purchases(s). If approved the Association office Secretary will complete the "Certificate of Approval" and arrange for the documents to be either mailed or picked up by the Unit Owner and/or Realtor.

#### **1.4 Lease of a Condominium Unit**

- a. **Frequency and Minimum Period of Lease:** A unit is not to be leased more often than two (2) occasions during a twelve (12) month period. Each lease shall be for a minimum of ninety (90) days or more.
- b. **Approval:** No unit owner may **lease** a unit, or any interest in a unit, without prior approval of the Board of Directors. Unit owners leasing their unit are subject to the same rules as our sales procedure. Unit owners who plan to lease to same tenant for a longer period are required to notify the Association for verbal approval sixty (60) days prior to each renewal.
- c. **Written Notice:** Unit owners intending to make a bona fide lease on their Unit are required to provide the Association Office a written notice of such intention, together with the name and address of the intended lessee. If a Unit owner is utilizing the services of a Realtor, the Realtor is required to provide this information.
- d. **Interview Required:** All prospective occupants are required to complete an Application Packet, which includes a copy of the current Rules & Regulations, available at the Association office. The prospective occupants are required to submit a check for \$100, made payable to the Turtle Creek No.1 Association, Inc., for the required interview. The Association office secretary will make all the necessary arrangements with the realtors/unit owner/lessee/Interview Committee members.
- e. **Single Family: The occupants, members of the family, and social guests may only use the Unit as a single-family private dwelling. AGAIN, ONE FAMILY AND SOCIAL GUESTS ONLY.** Unit Owners are required to notify the Association Office (Property Manager) in writing or by e-mail (condotc1@comcast.net), the names, and addresses of guests who will occupy the Unit when the Owner or a member of the Unit Owner's immediate family is not in residence. **Guest(s) may not occupy any unit more than 30 consecutive days without the approval of the Board of Directors.**
- f. **Unit owner's responsibility:** Lessor/Unit owner shall be responsible for any violation of the Rules and Regulations, and any physical damages to the common elements.

## **2. COMMON AREAS**

Common areas include all grounds of the entire Condominium Complex. All landscaping, including flower planting, is the responsibility of the Property Manager on behalf and under the direction of the Board Directors.

## 2.1 Gardens

Any alteration of the grounds, including, but not limited to planting additional bushes or trees, removal of same, placement of garden decorations, fences, bird feeders and the like, are not permitted. The purpose of this regulation is to maintain a consistent, integrated, and attractive appearance throughout the entire Condominium grounds.

Unit owners are not permitted to trim bushes or alter landscaping. Owners desiring to plant annuals near their doorway may do so with prior written consent from the Property Manager. This permission must be renewed annually. As a courtesy, owners embarking on such plantings should consult with the Property Manager to ensure harmony with the other plantings. It is the owner's responsibility to upkeep the area where personal flowers are planted. **REMINDER:** It is a Martin County Fire Code Violation to put potted plants or any item on our walkways.

## 2.2 Parking Lot

**Parking Spaces:** Each unit is assigned one covered parking space, marked with the unit's identifying letter. Use of the assigned space of any other unit owner is prohibited unless written permission is provided by that owner to the Property Manager. Non-resident parking is not allowed. Residents that illegally park their vehicle are subject to the vehicle being towed at owner's expense. Continued violation will result in a fine.

**Reserved Private Parking:** As a general rule, residents are not permitted to park the second vehicle under covered spaces. There are, however, certain covered spaces marked "RESERVED" throughout our community that are available for reserved/private parking. There is a rental fee for these designated parking spaces. These spaces are available on a first come – first serve basis. Residents of each building have priority on reserved parking spaces. Reserved parking spaces do not transfer with individual units. Contact the property manager's office for further details.

**Second Vehicle:** No *covered* space is provided for a second vehicle. Guest spaces in front of your Unit or any other unit shall not be used. Second car parking is allowed in the Guest Parking spaces that are located away from unit entrances. However, these spaces shall not be used for storage of any car. The Guest spaces are intended for use by short-term visitors and contractor's vehicles. **No more than two cars per unit are permitted on the Association property, REGARDLESS OF THE NUMBER OF FAMILY MEMBERS RESIDING IN THE UNIT.**

**Unauthorized Vehicles:** The parking or storing of any trucks, all types of mobile homes, boats, trailers, motorized bicycles, motorcycles, mopeds, self-propelled trucks or buses which are equipped with living or sleeping quarters is prohibited. Overnight parking of licensed commercial vehicles of any type is prohibited. No Printing or Advertising is permitted on any vehicle parked overnight.

Parking of vans and SUVs is permitted **to Unit Owners/Lessees**, providing they fit under the carport roof and do not extend beyond the roof. **Pick-up trucks are not allowed, however, vehicles that have a solid unibody construction are permitted (for example: Cadillac Escalade, Chevrolet Avalanche, etc).**

When away for an extended period (two weeks or more) the owner or lessee shall park their car in their assigned parking space, leaving the car keys at the Association Office so that (in case of fire, building construction, painting etc.), the car may be moved. It is permissible to leave the keys with



another Association resident, as long as the Office is provided with the name of the resident having the keys. Vehicles deemed by the Board of Directors to be in disrepair, unacceptable appearance, or abandoned, are not permitted. ***After proper notice these vehicles may be towed away at owner's expense.***

**Face-in Parking:** All vehicles are to be parked facing the buildings (**not backed in**). Rear end parking is permitted for a period of 24 hours only for the purpose of loading or unloading moving vans.

**Vehicle Repair:** No Association area may be used for vehicle repair. All vehicles are to be kept in good working order and not leak fluids onto the condominium driveway/roadway areas. Vehicles are allowed to be washed in designated areas only. Check with the Property Manager for locations.

Any vehicle, including golf carts, used by a Unit Owner, guest, or lessee that is leaking fluids has the responsibility to correct the situation in a reasonable period of time or to remove the vehicle from the premises. Should this situation not be corrected, the Board of Directors reserves the right to have the vehicle towed at the Owner's expense, repair any damage, and bill the owner for such repairs. This action is taken to preserve the parking lot surface and to limit our personal liability exposure.

**Storage:** Parking areas are not to be used for storage of personal effects.

Residents that illegally park their vehicle are subject to the vehicle being towed at owner's expense. Continued violation will result in a fine.

**Golf Carts:** All golf carts must be parked in their designated area. Carts may only be driven by a licensed driver in all Association areas and shall be used on roads, not on condominium lawn areas or sidewalks. Children under the age of sixteen (16) are not permitted to use motorized vehicles on Turtle Creek No. 1 Condominium Association property (Florida State Law). It is strongly recommended that the golf cart be insured for liability.

Owners in buildings 1-14 are required to notify the Association Office if they have a golf cart parked at their building so that they can be billed for electricity use. Owners in buildings 15-25 pay for their electricity via their unit's monthly electric bill.

## **2.3 Pool**

All posted Martin County Health Department Rules will be followed: Including but not limited to the following.

- a. The pool may be used between the hours of dawn to dusk daily.
- b. Any visitor or guest must be accompanied by the resident owner/lessee/tenant.
- c. Martin County Health Dept. Rule requires that every one shower before entering the pool.
- d. No children under the age of 12 are allowed in the pool area without the attendance by an adult.
- e. Children not potty trained must wear sealed diapers.
- f. Large floats, rafts, or similar equipment are not allowed in the pool.

- g. To comply with Martin County Health Department Rules, and to avoid accidents, users of the pool area shall not engage in ball playing, throwing objects, or in games involving running or diving.
- h. No breakable beverage or food containers in the pool area. All food and beverage waste is to be properly disposed of in the trash containers conveniently located around the pool area. Disposal of beverages/liquids and cigarettes are not allowed in the flower plantings around the pool area.
- i. No animals in the pool area. No exceptions.
- j. Unit Owners/Lessees/Tenants should report any violation of Pool rules to the Property Manager.
- k. No radios or TV's are permitted at poolside unless they are used with earphones.
- l. When leaving the pool area, all personal items brought to poolside should be removed and chairs and umbrellas returned to their original position.
- m. The pool is for the exclusive use of owners/lessees, and their guests.
- n. Clothes, bathing suits, towels, etc., shall not to be hung in the rest rooms or over the shrubbery, fences or in surrounding the pool area.
- o. All Bikes must be parked in the designated area outside the Recreation Entrance Gate, and not on the Pool Deck area.**
- p. When utilizing any lotions, cover your lounge or chair with a towel. If the lotion should get on the chairs, please clean the surface right away to preserve strapping from potential damage.
- q. The Life Preservers and Pool Safety Devices are for Emergency use only.
- r. A 911 Emergency Phone is available on the left side of the BBQ station area.
- s. For security reasons, the pool area is camera monitored.**

## 2.4 Recreation Room

This room is for the sole use of unit owners/lessees/tenants and their guests. Parties and meetings can be held by reserving the date and time with the Association Office (Property Manager) on a first-come, first-serve basis. Non-unit owners who wish to use the recreation room may do so with the approval of the Board of Directors and a fee will be charged.

Sleeping, camping or overnight use in the Recreation Room or other common areas is prohibited.

Wet swimsuits are not permitted in the Recreation Room. It is the unit owner's responsibility to clean up after their event. If additional cleaning is required, or any damage is caused to the Recreation Room, the expense of repair or replacement will be billed to the unit owner or organization utilizing the Recreation Room.

**AS A REMINDER:** No bicycles, skate boards, *roller skates*, etc. are allowed inside the Recreation Room or pool deck area. A designated bike area is situated on the right entrance to the pool area.

Smoking is not allowed in the Recreation Room or any enclosed area. **Please be reminded that no markings such as tacks, scotch tape, etc. should be used on the walls during use of the Recreation Room particularly during parties.**

## 3. GENERAL RULES

### 3.1 Meetings of the Board:

**ALL meetings will be conducted according to "Roberts Rules of Order".**

**Members (unit owners) have the right to speak at Board Meetings in order to address or discuss an Agenda Item. Please contact office no later than three days prior to meeting if you want to speak to an Agenda Item. (Limited to 5 minutes for each member.)**

**Members may speak at all Board Meetings during the “open session” on any subject that interests them. Open Sessions will be conducted after the regular Board Meeting has adjourned.**

### **3.2 Addresses and Phone Numbers**

Owners must provide the Association office with all phone numbers and addresses, including email so contact can be made as quickly as possible in the event of an emergency. This rule also applies to owners who are not in residence.

### **3.3 Bicycles**

All bicycles shall be stored in the cemented area under the first floor stairways. When away for an extended period of time, please store all bicycles in your unit. Bicycles in disrepair or abandoned may be removed by the Property Manager.

### **3.4 Animals**

**NO DOGS** of any size may be kept in your unit or on any property of Turtle Creek No. 1 Condominium Association, Inc., at any time. Other small household pets that NEVER leave the confines of the Condominium unit may be allowed subject to the written approval by the Board of Directors. Allowed under this rule are house cats, caged birds, tropical fish, etc. Any animal deemed by the Board of Directors to be a potential danger to other residents will be prohibited. Fish tanks over 20 gallons are not allowed. **Animal feed shall be stored in a steel metal container within the unit.**

These rules also apply to all occupants and Guests.

### **3.5 Children**

For safety reasons children and their guests are not permitted to play or loiter in the parking areas or stairways. Any damages caused will be assessed to the responsible Unit Owner/Lessee.

### **3.6 Cooking Grills**

The Martin County Fire Code specifies that the use of gas or briquette grills is prohibited in all Condominium Buildings. **NO EXCEPTIONS.**

The Association provides a gas grill for all unit owners to use in the Recreation area from dawn to dusk. Private parties must be scheduled with the Association office. The date, time, and sponsor will be posted in the Association Office.

### **3.7 Pest Control**

The in-house spraying schedule is posted on the bulletin board of each building, listing the bi-monthly spraying dates for your unit. By supplying a key to the Association Property Manager, your unit will be sprayed on a bi-monthly schedule. Our Licensed Property Manager does the spraying. If a unit owner does not wish to have pest control, the unit owner shall inform the Association office in writing and provide the Association written proof of regular pest control spraying by another company, unless under a physician's written directive regarding health reasons.

### **3.8 Maintenance Personnel**

Requests for any maintenance service should be directed to the Property Manager, via postal letter, e-mail or phone message at the office. Maintenance Personnel are employees of the Association, under the direct supervision of the Property Manager. They receive their work assignments and instructions from the Property Manager only.

Due to Insurance Liability issues, the maintenance shop area adjacent to the Association Office is off limits to all unit owners, with the exception of the members of the Board of Directors.

### **3.9 Disturbances**

No Unit Owner, tenant, or guest shall make or permit noises that will disturb or annoy the occupants of any Unit, or permit anything to be done which will interfere with the rights and comfort or convenience of other Unit owners. The use of fireworks or other fire ignited noise makers is prohibited.

To ensure safety, adults must appropriately supervise children and their guests at play in common areas. Unit owners and lessees will be held responsible for any inappropriate behavior of minors.

### **3.10 Complaints**

Any Unit owner has the right to file a complaint to the Property Manager, requesting specific, corrective action. The complaint must be in writing or by e-mail.

### **3.11 Trash Disposal**

Residents shall use only the trash containers assigned to their unit. Carpeting, tile, appliances, and other large items shall not be placed in or near the trash containers. Contact the Property Manager for instructions to dispose of these items. The cost for carting away materials is the owner's responsibility. Again, contact Property Manager if you have any questions.

### **3.12 Remodeling**

- a. **Hours** for interior renovations are Monday to Saturday from 8:00 a.m. to 5:00 p.m. On Sunday construction work and deliveries are not permitted. Contractors to use Guest Parking Spaces away from the covered spaces.
- b. **Cutting of Construction Materials** must be done in an assigned grassy area, (unless being done inside your unit).
- c. **Trash** from remodeling, including appliances, shall be removed by the Owner or contractor and not placed next to or in the dumpsters.
- d. **Floor Tile:** Contact the Property Manager for required specifications before any installation contracts are signed. This rule is strictly enforced. If the tile is installed without the correct approved sound proofing underlayment, the Property Manager shall notify the Unit owner in writing, requiring the removal of the incorrect materials. Please make sure to contact the Property Manager so photos can be taken of your approved product and put into your file.

## **4. QUARTERLY ASSESSMENT PAYMENTS**

Unit owner quarterly assessment payments to Turtle Creek No. 1 Association, Inc. are mandatory requirements. The quarterly maintenance assessment payments are based on the calendar year and are due on the first day of each quarter as follows: January 1, April 1, July 1, and October 1, of each year. Invoices are mailed to each Unit owner by our accounting firm.

It is the responsibility of each Unit owner to provide the Association Office with his or her current mailing address and phone number or e-mail.

Second Notices are sent out on the 10<sup>th</sup> day of the month following the due date. If quarterly assessments are not paid by the 30<sup>th</sup> day of the month following the due date, the delinquency will be forwarded to the Association's Attorney for collection.

When necessary for the association to turn over the delinquent account to our attorney, the initial attorney's charge of \$100.00 will be added to the delinquent account. If the delinquency continues after the attorney's 30 day demand letter, additional attorney fees will be added to the delinquent account as charged by the attorney.

All delinquent assessments and installments handled by our attorney that are not paid on or before ten days after the due date, shall bear interest at the rate of 10 percent (10%) per annum from the date when due until paid.

## **5. VIOLATIONS OF RULES AND REGULATIONS**

The Board of Directors of Turtle Creek No. 1 Association, Inc. will follow the state of Florida statute 718.303, "Levy of Fines", Against Unit Owners by Association, as amended and as our by-laws provides.

Our Property Manager is authorized by the Board of Directors to cite owners and tenants for any violation of our By-Laws and Rules and Regulations. Violators are subject to fines as provided herein.

### **5.1 First Offense**

Unit Owner shall be provided with a verbal and e-mail reminder about the non-conformance and shall be asked to correct the situation in a timely manner.

### **5.2 Second Offense (Letter Sent Certified US Mail Return Receipt Requested)**

If offense occurs again or is not corrected in a timely manner, as determined by the Board, the unit owner shall be cited and a fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice. Cited unit owners shall be afforded an opportunity for a hearing with Notice of not less than fourteen (14) days.

### **5.3 Continued Violation**

The Association may initiate legal proceedings to collect a daily levied fine in accordance with Association By-Laws.

## HELPFUL SUGGESTIONS FOR LIVING AT TURTLE CREEK NO. 1

The items listed below are not, strictly speaking, formal rules of our Condominium Association. However, they are presented here because they include many helpful suggestions as well as guidelines for making communal living more pleasant for owners and their guests. It is requested that you adhere to them.

**Keys:** While this is a personal decision, it is strongly suggested by the Board of Directors that each unit owner provide the Association office (Property Manager) with a key to your unit, for pest control spraying of your unit and for the Property Manager's emergency access to your unit. The Board of Directors has the authority to use **Forced Entry** should an emergency arise and no key is available. Any damage occurring due to forced entry will be at the expense of the unit owner.

**Lights:** Any burned out **outside** light bulbs including **exit sign lights** should be reported to the Association office, i.e., carport lights, walkway lights, recreation area lights, and overhead lights in front of unit owner doorways. When you leave the message or e-mail, please indicate the location of the burned out light.

**Black Refuse/Dumpsters:** We have periodic trash collection for the black containers in each building area. Please use only a securely tied plastic bag when dropping off into these black containers. Please do not throw raw trash into any of the trash containers at your building.

**Green Recycling Containers:** We participate in the Martin County Multi-Family Recycling Program and request **all** unit owner's cooperation in this effort by placing newspapers, cardboard and glass/plastic bottles, **except plastic bags**, in these green containers.

**Shutters:** The National Weather Service along with numerous weather experts have made it very clear that we are in an eight (8) to ten (10) year period where we can expect the threat of hurricanes every summer, especially during the months of August, September and October. The Board of Directors strongly urges each Unit owner to install hurricane shutters on every window and opening (sliding glass doors) of your Unit. The front entrance doors and the kitchen entrance doors do **not** need to be shuttered. The entrance doors comply with the Martin County code. In order to achieve a uniform appearance of shutters, **the outside color of the shutters must be white**. Silver metal panel shutters are permitted, however they can be installed only during a threat of a hurricane, and the actual storm itself, and **must be removed** after the storm/hurricane. This rule does not apply to the white shutters. If you are away for the summer, you are permitted to have your white shutters in the closed position during your away time. Also lubricating your shutters once a year will prolong the life and help with operational use.

If your unit is protected by Dade County approved hurricane shutters, your insurance company may discount your annual premiums. Additionally, the Association's master insurance policy will be eligible for further reduction if **all units** are protected with Dade County approved shutters.

The Turtle Creek No. 1 Association Property Manager and maintenance staff will close your shutters if a hurricane **watch/warning** is issued. This is provided at not cost to you. If however, you are requesting that your shutters be closed at any other time of the year please call the Association Office (Property Manager), as there is a service charge for this request.

It is recommended that all Unit Owners have their shutters serviced by a licensed Hurricane Shutter company at least once a year. **Turtle Creek No. 1 Association is not responsible for Unit owner's shutters, or the maintenance of same.** Please contact the Association Office (Property Manager) if you have questions.

**INSURANCE:** Turtle Creek No. 1 Association has general insurance coverage for the exterior of each building in our community, however, the Board of Directors recommends you seek a homeowner's insurance policy for your inside contents and dwelling.