

EAST LAKE WOODLANDS
CLUSTER HOMES UNIT II
ASSOCIATION, INC.

DIRECTORS

RULES AND REGULATIONS

Revised: January, 2022

ELW CLUSTER II BOARD OF DIRECTORS: 2022

PRESIDENT	Sharon Hinsley
VICE-PRESIDENT	Anna Fouts
TREASURER	Ron Sampson
SECRETARY	Linda Roberson
DIRECTOR AT LARGE	Maggie Kasper

MANAGEMENT COMPANY: Management and Associates
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EMERGENCY TELEPHONE NUMBERS:

Emergency / Sheriff / Fire-Dial 9 1 1

Management and Associates – 813-433-2000

The following Rules & Regulations are the most important for every day use by our residents. Owners are responsible to give a copy of the Rules & Regulations to their renters. Owners are responsible for renters' compliance to the Rules & Regulations. Owners are to furnish a copy of the Lease Agreement and Application to the Management Company, prior to tenant occupancy.

NUISANCES

No illegal, noxious or offensive activity shall be permitted on any part of the land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.

No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of the land, nor upon any land or lands contiguous thereto.

No bicycles, tricycles, scooters, wagons, carriages, shopping cart, chairs benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on the access ways or common parcels.

UNIFORM DESIGN

All units shall be and remain like exterior design, shape, color and appearance as other units of the same class or type.

ARCHITECTURAL CONTROL ARTICLE

No changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), until the plans and specifications showing the nature, kind, shape, height, materials, have been submitted to, and approved in writing.

UNIT USE

The lots and units shall be for residential use only.

MEMBERSHIP AND VOTING RIGHTS

Every owner shall be a member of the association and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The one vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be counted.

EXTERIOR MAINTENANCE

In addition to maintenance of the access ways and common parcels, the association shall provide exterior maintenance upon each lot subject to assessment hereunder, as follows:

Repairs, replacement and care for the roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas, walks, fences and other exterior improvements originally installed by the developer.

Paint and repair exterior building surfaces of the units.

The Association duties of exterior maintenance shall not include glass, replacement of exterior doors or any trees, shrubs, lawns or landscaped areas within an enclosed or semi-enclosed yard, patio or entry area.

The association does not maintain and replace the lawns, trees, shrubs, lawns or landscaped areas within an enclosed or semi-enclosed yard, patio or entry.

Owners are permitted to plant their landscaping beds and to plant trees on their property with prior approval of the association due to the location of the irrigation system. Any edging and added edging is the responsibility of the owner to maintain. All landscaping and trees planted by the owner is the responsibility of the owner to maintain.

ANIMALS

Not more than 2 dogs, 2 cats, or 6 birds may be kept in each home. At all times birds shall be kept caged.

All dogs must be on a leash when outside. Pet excrement must be picked up and disposed of.

INSURANCE

In order to insure that adequate funds are available to insure that reconstruction, re-building or repairing of units is affected promptly and properly in accordance with the Declaration, each owner shall purchase fire and extended coverage insurance for their unit's full insurable value. This insurance shall include public liability and shall be charged to and paid by the owner and they shall designate the association as co-insured.

All owners shall be required to keep said coverage continuously in force and shall furnish To the association a certificate of such coverage and whatever else reasonably may be required to satisfy the association that such coverage is and remains in full force and effect.

In the event that the owner fails or refuses to provide such insurance or evidence of such, then the association may, at its option, obtain such insurance coverage and assess the owner for the cost of such.

ELECTRICAL INTERFERENCE

No electrical machinery, device or apparatus shall be used or maintained in any unit which causes interference with the television or radio reception in any other unit.

CLOTHES LINES, ETC.

No rugs, draperies, spreads or any household articles shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door of any unit. Additionally, no aboveground oil or fuel storage containers, or any aboveground gas tanks or containers are permitted.

RIGHT OF ENTRY

The Association is granted a right of entry to each lot to the extent reasonably necessary to discharge its duties of maintenance and repair; or for any other purpose reasonably related to the Association's performance of any duty imposed; or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice if possible.

Entry into any unit, absent emergency conditions, shall not be made without consent of the owner or occupant thereof for any purpose, except pursuant to a valid order of court.

SIGNS

No sign of any character shall be displayed or placed upon a lot except as noted below. Association may remove any sign which does not comply with this rule.

"FOR SALE SIGN" and or "FOR RENT" must refer only to the particular lot on which displayed.

RIGHTS OF OTHERS

Each owner and occupant shall use the access ways and common parcels in such a manner as shall not abridge the equal rights of the other owners and occupants of units to the use and enjoyment thereof.

TRASH AND GARBAGE DISPOSAL

Presently garbage pickup is every Tuesday and Friday; recycle pickup is on Wednesday. Garbage and trash shall not be put out for pickup at an excessive time prior to normal pickup. The owner shall keep and maintain a covered garbage container. The Board requests because of wild animals, trash not be put out the night before and that all garbage containers be placed in the owner's storage shed that evening. **RECYCLE PICK UP IS ON WEDNESDAY. ONLY DISPOSE OF ITEMS APPROVED BY COUNTY SANITATION, PER ATTACHED GUIDELINES. Please contact Management if you need a Recycle Bin.**

VEHICULAR PARKING

No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service and provided that such permission is granted solely for the purpose of such service. NO private automobiles may be parked as foresaid if such automobile exceeds the designated dimensions of the designated parking area.

LEASING

An owner may not lease his or her lot until the owner has been in title for a period of at least 12 months. A lot shall not be leased for less than a 6 month term and no more than 2 leases within any 12-month period of time. The Owner shall submit a copy of the proposed lease agreement along with an application with any and all information that the Board of Directors deems pertinent to the review, including but not limited to financial and criminal history of the proposed lessee and occupants, and the Association may require an application fee up to the maximum permitted by law.

THE FOLLOWING IS NOT ALLOWED:

1. Gazebos, Sheds, and Outdoor Buildings
2. Motorcycles, Boats, and Trailers
3. Unregistered or Disable Vehicles
4. Window Air Conditioners and Fans
5. Permanent Games, Sport Related Structures, Playground Equipment, Basketball Back-board, Basketball Hoops, are NOT PERMITTED. Portable Play Equipment IS Allowed, only when in use.

CHILDREN AT PLAY RESTRICTIONS

For the safety of children at play, signs have been placed at the entrance. Please note that these signs do not guarantee the safety of children playing in the neighborhood, and owners/residents should take all due care to supervise and educate their children about the dangers of playing outside in the front yard or street.

In addition:

1. There is NO bike riding on the common grounds or lawns, and must be properly stored, not left on common grounds.
2. Tree Climbing is prohibited in common areas and lots.
3. Chalk play is limited to owner carports only, and must be cleaned up at days' end.