



**Middlebrook Pines
Condominium Association, Inc.**
5255 Cypress Court
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Middlebrook Pines Condominium Rules

Because it has decided that the following Rules are in the best interest of Middlebrook Pines Condominium, in accordance with Paragraphs 8.3 of the Middlebrook Pines Declaration of Condominium, Article III 2. (a) and (e) of the Middlebrook Pines Condominium Association, Inc. Articles of Incorporation, Article 4.13 e. and h. of the Middlebrook Pines Condominium Association Inc. Bylaws, and Article III 2. of the Declaration of Covenants and Restrictions of Middlebrook Pines Condominium, the Board of Directors of Middlebrook Pines Condominium has adopted the following Rules which include the enforcement procedures to be followed while implementing these Rules.

1. DEFINITION OF TERMS

- A. **Guest** shall be defined as a **person who is not defined as a resident and who has been invited** by a resident to occupy that resident's unit **overnight** or for a period of time not to exceed thirty days, or if an extension has been granted, for a period of time not to exceed an additional thirty days.
- B. **Resident** shall be defined as a **person who owns and occupies a unit or a person who occupies a unit under a lease** or other rental and/or occupancy agreement.
- C. **Transient Housing** shall be defined as the **Occupancy of a Unit** by a person or persons under a lease or other rental and/or occupancy agreement for a period of time of **less than ninety days**.
- D. **Visitor** shall be defined as a **person who is not defined as a resident or guest who has been invited** by a resident or guest to visit the property for a period of time **less than an overnight stay**.

2. LIMITS ON OCCUPANCY (Dec. 8.3, Bylaws 1.3 and 12, Cov. IV 16.)

- A. **No unit shall be occupied by more than four residents for a period of time longer than thirty days or by four residents and two guests for a period of time longer than seven days**, with the exception that an extension, not to exceed an additional thirty days, may be granted by the Board of Directors through its President for the occupancy of a unit by no more than four residents and two guests.
- B. **No unit shall be used for transient housing**, to include occupancy by persons being called guests in an attempt to circumvent the prohibition against rentals for a period of time less than ninety days. **Guests of an absentee unit owner or resident who will be occupying the unit during the absence of that unit owner or resident shall be registered with the Association office in writing by that unit owner or resident prior to those guests occupying that unit.** Such registration shall include the names of all guests, the term of their occupancy, and the description and registration of the vehicles they intend to park on the property.

3. PARKING (Dec. 4.4, Cov. IV 6.)

- A. **No vehicle is to be parked at any time anywhere on the grass or in an area of the roadways other than in a space designated for parking.** Temporary parking of vehicles in the roadway for a period of time not to exceed one hour or, in the case of a moving van for four hours, for the purpose of loading and unloading is permitted provided that such parking does not prevent other vehicles from using the roadway and that no part of the vehicle is on the grass. No vehicle shall be parked on any walkway or in the area between a grassy area and a parking stop or in such a manner that a portion of the vehicle or anything attached to the vehicle extends far enough beyond the parking stop to obstruct and/or hinder pedestrian traffic on the walkway between the parking stop and the grassy area or from the rear of the vehicle so as to obstruct or hinder traffic in the roadway. Any vehicle parked in such a way as to violate this rule shall be subject to being towed away, without any further notice, at the vehicle owner's expense.
- B. **No boats, trailers, campers, motor homes, or any vehicle longer than 21.5 feet or higher than eight feet shall be parked anywhere on Middlebrook Pines property.** Provided that they do not obstruct or restrict the movement of the pedestrians or other vehicles, trailers being used for moving, such as U-Hauls, may be temporarily parked on the property for a period of time less than twenty-four hours. Any such vehicle parked anywhere on Middlebrook Pines property in such a way as to violate this rule shall be subject to being towed away, without any further notice, at the vehicle owner's expense.
- C. **Residents shall park only in their assigned parking spaces with their Association issued parking permit visibly displayed** in accordance with the instructions given with the parking permit. **Residents having more than two vehicles shall park their additional vehicles off property.** Vehicles may be parked along Middlebrook Road as long as such parking is permitted by the City of Orlando. Any vehicle parked in a resident's assigned parking space without the Association issued parking permit for that space visibly displayed in accordance with the instructions given with the parking permit shall be subject to being towed away, without any further notice, at the vehicle owner's expense upon the request of the resident entitled to the exclusive use of that space.

- D. Parking spaces designated “Guest” are for use by visitors and guests only.** Every vehicle parked in a guest spot for a period of time longer than twenty-four hours or for overnight must have a valid Association issued temporary parking permit visibly displayed in accordance with the instructions given with the parking permit. Any vehicle parked in a guest spot for a period of time longer than twenty-four hours or for overnight, without a valid Association issued temporary parking permit visibly displayed in accordance with the instructions given with the parking permit shall be subject to being towed away, without any further notice, at the vehicle owner’s expense.
- E. Parking spaces designation “Rec Area” are for use by residents and visitors accompanied by residents and/or guests of residents only.** Individuals who have reserved the use of the clubhouse for a private function will be issued temporary permits for their visitors. All rec area parking spaces are on a first come first serve basis. Any vehicle parked in a rec area parking space without a valid Association issued parking permit visibly displayed in accordance with the instructions given with the parking permit shall be subject to being towed away, without any further notice, at the vehicle owner’s expense.
- F. Commercial vehicles shall not be parked anywhere on Middlebrook Pines property,** except during the time service is being rendered to a resident or goods are being delivered. At no time and under no circumstances shall commercial vehicles be parked overnight on Middlebrook Pines property. Commercial vehicles shall be defined as any vehicle exceeding 21.5 feet in length or 8 feet in height. Commercial vehicles shall also be defined as having commercial advertising displayed anywhere on the vehicle including windows. In addition, commercial vehicles shall be defined as any vehicle having equipment, tools, ladders, construction materials, foliage debris, trash, garbage, hazardous materials, or other like items projecting from, hanging on, attached to, stored inside, or stowed in the open body of a vehicle. Commercial vehicles shall not be disguised with fabric covers to circumvent this rule. This rule does not apply to normal dealer decals affixed to the back of a vehicle, a dealer license plate, or on a spare outside tire cover. Such dealer decals are located on passenger vehicles, and are not considered commercial advertising within the intent of the governing documents. Commercial vehicles may be allowed to use a professional magnetic decal to cover commercial advertising only if the following occur; the color of the decal is in harmony with the external design and color of the vehicle; the decal completely covers said advertising; approval of the decal is granted by the Board of Directors; and the decal is applied prior to entering the Middlebrook Pines property and only removed after leaving the Middlebrook Pines property. Any vehicle parked on Middlebrook Pines property in violation of this rule shall be subject to being towed away, without any further notice, at the vehicle owner’s expense. The Board of Directors shall have the final say as to the meaning of the definition of a commercial vehicle if a unit owner, lessee, or guest disputes the enforcement of this rule.
- G. Every vehicle parked on Middlebrook Pines property shall be currently registered and in good condition.** Good condition shall be defined as able to operate under its own power, **without leakage of motor fluids,** without excessive noise or pollution or emissions in excess of state requirements, without flat tires, without ripped vinyl or ripped convertible tops, without broken windows, without hanging bumpers, doors, gas tanks, tail gates, tail pipes, or mufflers, without doors, trunks, or hoods that have to be tied closed, and without bare metal and/or primer coats, rust, or body damage in excess of 25% of the exterior surface of the body of the vehicle. Notice of any violation of this rule giving the vehicle owner five working days to correct the violation or to remove the vehicle from the property until the violation has been corrected shall be placed on the vehicle and sent to the address of the unit shown on the parking permit and/or the parking stop. In the event of extenuating or mitigating circumstances, an extension of time to correct the violation may be requested from Management. In the event an extension is granted, the vehicle owner shall have until the extension expires to correct the violation. Once notice has been given and the time to correct the violation has passed, any vehicle parked anywhere on Middlebrook Pines property in violation of this rule shall be subject to being towed away, without any further notice, at the vehicle owner’s expense.
- H. Police and emergency vehicles** are exempt from the Rules pertaining to parking at all times. Vehicles belonging to Association Directors, Association Management Personnel, and workmen on the property at the request of the Association shall be exempt from the Rules pertaining to parking, except for the prohibition against parking on the grass, only during the time those individuals are on Association business.

4. TRASH DISPOSAL

- A. No trash or debris that cannot be compacted shall be placed in a dumpster.** It shall be the responsibility of each resident to see that their discarded mattresses, packing crates and cartons, old carpeting and furniture, and other items that cannot be compacted are carried away by the persons delivering the new items or are otherwise carried off property and disposed of in the proper county dumping area.
- B. No hazardous materials, such as gasoline, motor oil, paint, solvents, batteries, etc., shall be placed in a dumpster at any time.** Such materials must be taken to the facilities provided by Orange County for the disposal of hazardous waste.

- C. **All other trash and/or garbage shall be placed in plastic bags, tied, and deposited into a dumpster.** No trash and/or garbage shall be left outside a dumpster, either on top of or on the ground around a dumpster, at any time. All boxes, furniture, and other large items are to be broken down, flattened, crushed, or otherwise compacted so as to fit in a dumpster in such a manner as to take up the least amount of room in the dumpster and to be easily removed when that dumpster is emptied.
- D. **Anyone disposing of anything into any dumpster shall immediately clean up any spillage and/or broken glass they cause to present as a result of their use of the dumpster for such disposal.**
- E. **Anyone disposing of trash, garbage, or other debris and discards in violation of the Rules pertaining to trash disposal shall be liable to pay the cost incurred by the Association as a result of their failing to abide by said rules.**

5. RECREATIONAL FACILITIES

- A. **Recreational facilities shall be defined as the clubhouse, pool and pool area, tennis courts, and racquetball courts.**
- B. **All use of the recreational facilities shall be at the user's own risk.**
- C. **The recreational facilities are for use by residents, visitors accompanied by the residents they are visiting, and guests of residents only.**
- D. **Anyone using the recreational facilities shall have an Association issued identification tag with them at all times while using said facilities except while attending meetings or private parties held in the clubhouse. Anyone unable to show they have an Association issued identification tag while they are using the recreational facilities shall be subject to being considered a trespasser and to being required to leave the recreational facilities. Before the replacement item is issued, the cost of replacing lost and/or damaged ID tags and access keys or cards shall be paid by either the user responsible for the damage or loss of the items or the owner of the unit to which those items are assigned.**
- E. **No pets shall be permitted at any time in the recreational facilities.**
- F. **No loud noise shall be permitted in the recreational facilities. Persons wanting to listen to stereos, tape decks, radios, televisions, or other sound producing equipment shall turn such equipment off or use earphones when their listening to such devices is disturbing others.**
- G. **Upon leaving the recreational facilities, everyone using the recreational facilities shall remove any trash or debris they have caused to be within the recreational facilities and shall see that it is placed in a proper trash receptacle.**
- H. **Racquetball Court Rules**
 - 1. **The use of the racquetball courts shall be in accordance with the rules for the use of the recreational facilities and the following racquetball court rules.**
 - 2. **Use of the racquetball courts shall be at the user's own risk.**
 - 3. **No glass containers shall be permitted anywhere within the racquetball court area.**
 - 4. **Use of the racquetball courts shall be on a first come, first serve basis.** When others are waiting to use the courts, play shall be limited to one hour per party or group using a court.
 - 5. **No loud noise shall be permitted in the racquetball court area.** All persons using the racquetball courts shall abide by the provisions of Rule 5. F. regarding noise within the recreational facilities.
 - 6. **All persons using the racquetball courts shall remove their trash when they leave** in accordance with the provisions of Rule 5. G. regarding trash within the recreational facilities.
- I. **Pool Rules**
 - 1. **All use of the pool area shall be in accordance with the rules for the use of the recreational facilities and the following pool rules.**
 - 2. **There is no lifeguard on duty at any time in the pool area.** All persons using the pool at any time shall do so at their own risk.
 - 3. **No reserving of the pool area for private parties shall be permitted.** Unless the pool is closed, use of the pool area shall be for all residents and their guests and accompanied visitors during pool use hours. However, the number of guests and/or visitors a resident may bring into the pool area may be limited during times of heavy usage.
 - 4. **Pool hours are from 7 AM until 11 PM.** Pool lighting is turned off every night at 11 PM.
 - 5. **Everyone entering the pool area shall make sure that the gate to the pool area is closed behind them when they enter and when they leave.**
 - 6. **No one shall use the pool or pool area while knowingly infected with any communicable disease or with open sores anywhere on their body.**
 - 7. **No glass containers shall be permitted anywhere within the pool area.**
 - 8. **No pets of any kind shall be permitted in the pool area at any time.**
 - 9. **Every person under the age of 12 shall be accompanied by an adult who has taken responsibility for the actions of that person while that person is using the pool and/or within the pool area.**

10. **Everyone using suntan and/or other oils and lotions shall shower and remove those lotions and oils before using the pool.**
11. **NO diving from or running on the pool deck shall be permitted.**
12. **The pool lifesaving equipment is for emergency use only.** No person shall disturb the safety ring or the long pole with the safety hook which are hanging on the pool area fence except to use them in an emergency for life saving measures.
13. **No loud noise is permitted in the pool area.** Everyone using the pool area shall abide by the provisions of Rule 5. F. regarding noise.
14. **Everyone shall clean up their trash before leaving the pool area.** Any person using the pool area shall abide by the provisions of Rule 5. G. regarding trash in the recreational facilities.

J. Tennis Court Rules

1. **All use of the tennis courts shall be in accordance with the rules for the use of the recreational facilities and the following tennis court rules and shall be at the user's own risk.**
2. **Use of the tennis courts shall be on a first come, first serve basis.** When others are waiting to use the courts, use of the courts shall be limited to one hour per party or group using a court.
3. **Only tennis shoes shall be worn as footwear while using the tennis courts.**
4. **The tennis courts shall be used only for playing tennis.** No roller skating, bicycle riding, skateboarding, using the courts as a play area, or using the courts for any other activity other than for tennis is permitted at any time on the tennis courts.
5. **No hanging or sitting on the tennis nets** is permitted at any time.
6. **No pets shall be permitted within the tennis courts at any time.**
7. **No glass containers, furniture, or anything else that could damage the surface of the courts is permitted within the tennis court area.**
8. **Persons using mechanical devices to serve balls shall, before using such equipment on the courts, agree in writing that they do so at their own risk and that they will indemnify Middlebrook Pines against any and all liability for any damage or injury caused by the use of such equipment. Such equipment shall be used only when no other persons who are not also using such equipment are using the courts, unless such persons have no objection to the use of such equipment on one court while they are playing on the other court. No such equipment shall be operated in such a way as to cause a hazard to any other person in the recreational facilities area.**
9. **Persons using mechanical devices to serve balls shall yield the courts to others who want to play as soon as one hour has passed since they began to use such equipment.**
10. **No loud noise is permitted within the tennis courts.** All persons using the tennis courts shall abide by the provisions of Rule 5. F. regarding noise within the recreational facilities.
11. **All persons using the tennis courts shall remove their trash when they leave** in accordance with the provisions of Rule 5. G. regarding trash.

6. PETS(Dec. 9.5, Bylaws 12 k.)

- A. **Residents shall be responsible for the actions of their pets and the pets of their guests and visitors, to include any damage caused by those pets.** It shall be the responsibility of all residents to inform their guests and visitors who bring pets onto Middlebrook Pines property of the rules concerning pets and to see that they abide by them.
- B. **No pet shall be permitted on any of the Middlebrook Pines common elements unless on a leash which is being held by the person in control of that pet.** No pets shall be permitted at any time in the clubhouse, tennis court, or pool area.
- C. **Every person responsible for being in control of a pet while it is anywhere on Middlebrook Pines property shall clean up after that pet. Animal defecation must be removed immediately** by the person responsible and/or in control of that pet at the time it defecates.
- D. **No pet shall be tied** to any tree, pole, fence, stake in the ground, or any other object **anywhere on Middlebrook Pines property** except in the patio area of the unit where that pet is being housed and then only if the leash is short enough to prevent the animal from getting under or going outside of that patio fence.
- E. **Pet waste deposited within the limited common area of a unit's patio shall not be swept or washed from the patio area onto the common elements of Middlebrook Pines Condominium. All pet waste shall be picked and/or sopped up, placed in a tied plastic bag, and deposited into a proper trash receptacle.**
- F. **No pet shall be allowed to become obnoxious** or to otherwise disturb the residents of Middlebrook Pines **by barking, howling, crying, yelping, whining, or by making other noise** disturbing to neighboring residents or by being allowed **to chase or jump up on persons or other pets** or by any other behavior that could be considered mischievous or disturbing to Middlebrook Pines residents. In the event of a conflict or dispute, the Middlebrook Pines Board of Directors shall have final say concerning what is to be considered obnoxious, mischievous, or disturbing behavior on the part of a pet.

- G. **No breeding or commercial raising of pets** shall be permitted anywhere on Middlebrook Pines property.
- H. **Upon notification of a violation** of these pet rules, the person notified and/or **the person responsible for the pet** involved in the violation **shall immediately correct the violation** and take whatever steps are necessary to see that the violation does not occur again or shall permanently remove the pet involved from Middlebrook Pines property.
- I. **Failure to abide by each and every provision of the Rules governing pets shall subject the pet involved to being declared obnoxious and/or a nuisance by the Middlebrook Pines Board of Directors and the owner and/or person responsible for the actions of the pet being ordered by that Board to permanently remove that pet from Middlebrook Pines Condominium.**

7. OTHER USES OF PROPERTY (Dec 8.3)

A. Signs (Bylaws 12. g.)

No “For Sale”, “For Rent”, or any commercial or other sign, advertisement, or notice that would tend to invite the public onto the property shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of any vehicle on Middlebrook Pines Property or in, or upon any part of any condominium unit that is visible from outside the unit or condominium property except real estate “Open House” signs during the hours the open house is being held.

B. Public Sales

No garage, patio, moving, or other sales open to the public shall be conducted anywhere on Middlebrook Pines property except for Board approved community garage sales conducted in an area approved by the Board of Directors and the marketing of units by “Open House” advertising during the hours of the open house. However, nothing in the paragraph shall preclude a resident from advertising a private sale in the newspaper and setting appointments for individuals to come and view the items for sale.

C. Window Treatments (Bylaws 12. b.)

Only plain backed drapes, curtains, or blinds shall be permitted in any window of any unit at Middlebrook Pines. There shall be no sheets, flags, banners, posters, insignia, emblems, or patterns and/or designs of contrasting colors hung or displayed in any unit window. All window drapes, curtains, and blinds hung in any window shall be capable of covering the entire window.

D. Use of Balconies (Dec 9.6, Bylaws 12. b., c., & i.)

No screws, hooks, nails or wires shall be placed in, on, under, or through any part of any roof or roof shakes unless approved by the Board of Directors of Middlebrook Pines.

No unsightly or hazardous use of any balcony shall be permitted. No clothesline, linens, cloths, clothing, curtains, rugs, mats, mops, or laundry of any kind shall be hung on or from any balcony or balcony railing. Balconies shall not be used for storage. The Middlebrook Pines Board of Directors shall have final say as to what is unsightly or hazardous and may determine that something shall not be permitted solely on the basis of safety or aesthetic reasons.

E. Fireworks (Dec. 9.5 & 9.6, Bylaws 12. 1.)

Fireworks shall not be permitted at any time anywhere in Middlebrook Pines Condominium. It shall be considered gross negligence for anyone to store or ignite any fireworks anywhere on Middlebrook Pines property. Unit owners shall be responsible for the actions of anyone that is an occupant of or a visitor to their unit. Any costs incurred as a result of a violation of this rule shall be paid by the offender and/or the owner of the unit involved.

F. Patio Fencing

No unsightly use of any patio fence shall be permitted. No linens, cloths, clothing, curtains, rugs, mats, mops, hoses, furniture, toys, surfboards or other sporting goods or equipment, tools, ladders, or laundry of any kind shall be hung on or left leaning against the outside of or hung over or set on top of or left projecting above any patio fence. The Middlebrook Pines Board of Directors shall have final say as to what is unsightly and may determine that something shall not be permitted for purely aesthetic reasons.

Notwithstanding the foregoing, one (1) umbrella is permitted on the patio, provided it complies with the following requirements:

1. **The height of the umbrella shall not exceed eight (8) feet when measured from the ground.**
2. **The diameter of the umbrella shall not exceed eleven (11) feet.**
3. **The umbrella must be a single center post umbrella.**
4. **The umbrella shall not contain any wording, advertisements, letters, numbers, symbols, pictures, or graphic depictions of items, including but not limited to animals, beach balls, and ocean scenes. Only solid color or simple patterned umbrellas are permitted. The Middlebrook Pines Board of Directors shall have the final say as to whether the pattern on the umbrella complies with this provision.**

G. Operation of vehicles

All vehicles operating on Middlebrook Pines property shall be operated in a safe and considerate manner and in such a way as to not endanger or damage persons or property. Pedestrian traffic shall have the right of way at all times. **Residents shall be responsible for how the individuals they invite onto the property operate the vehicles they drive while on the property.**

No vehicle shall be operated anywhere on Middlebrook Pines property at a speed in excess of 15 MPH.

No motorized vehicle, except for landscaping vehicles, shall be operated on the grassy areas, sidewalks, walkways, or on any other part of Middlebrook Pines property other than the roadways.

No motor driven vehicle shall be operated on Middlebrook Pines property without a muffler or with a muffler that permits the vehicle to emit noise loud enough to disturb the peace and quiet of any Middlebrook Pines resident.

No one shall operate any motorized vehicle on Middlebrook Pines property while that vehicle is leaking motor fluids except to drive that vehicle off the property to have it repaired.

It shall be the ultimate responsibility of every unit owner to pay for any costs incurred as a result of damage caused by one of their vehicles, or a vehicle of one of their renters, guests, or other invitees when such damage was caused while the vehicle was on Middlebrook Pines property.

H. Repair of Vehicles

No vehicle repairs, tune-ups, or changing of any vehicle fluids, shall be performed on Middlebrook Pines property. Emergency repairs necessary to drive the vehicle off the property, such as changing a flat tire, shall be permitted provided that such repairs can be completed in less than twenty-four hours and do not damage or alter the appearance of any Middlebrook Pines property.

I. Washing of Vehicles

The washing of resident vehicles by residents is permitted in the vehicle owner's assigned space or in the designated area near the recreational facilities, provided that the hose and other cleaning equipment and supplies do not damage or disturb the existing landscaping, fences, or other common elements, do not create an undue hazard to pedestrian traffic, and are not left unattended and are removed immediately after the vehicle has been washed. Vehicles being washed in the designated washing area near the recreational facilities shall be removed from that area immediately after the vehicle has been washed.

Washing of vehicles in any other areas of Middlebrook Pines property, especially anywhere on the grass, is prohibited.

J. Noise (Dec. 9.5 & 9.6, Bylaws 12. F)

Residents and/or visitors and guests of residents shall not permit any sound to emanate from any vehicle, unit, patio, balcony, person, or sound producing devices in or about any unit or anywhere on Middlebrook Pines property that disturbs the peace and quiet of any other Middlebrook Pines resident or resident's guest. **From 11 PM until 7 AM shall be quiet time.** After 11 PM, outside parties and/or gatherings shall be moved inside the host's unit and conversation, music, and other sounds shall be kept low enough so as not to disturb neighboring occupants and/or be able to be heard outside of the unit in which they are being generated.

8. SALE OF UNITS (Cov. XIII)

- A. All sales of units in Middlebrook Pines Condominium, except sales at foreclosures, shall require written Association approval.** Whenever a contract to purchase a unit has been duly executed by all parties, the unit owner shall inform Middlebrook Pines of the sale by attaching a copy of the sales contract to a written notice requesting Association approval of the sale and sending the notice to the Middlebrook Pines office in the clubhouse.
- B. Prior to closing on the sale of any Middlebrook Pines Condominium unit, the closing agent shall obtain from the Association a Certificate of Assessment** listing any unpaid assessment, fine, or other charges for which the unit owner is responsible. The approval of the sale of any unit shall be contingent upon the unit owner paying any such outstanding assessment, fine, or other charges for which the unit owner is responsible. The approval of the sale of any unit shall be contingent upon the unit owner paying any such outstanding assessment, fine, or other charges.
- C. Prior to closing on the sale of any Middlebrook Pines Condominium unit,** the unit owner shall furnish the purchaser with a copy of the Middlebrook Pines Condominium Documents and a current copy of the Middlebrook Pines Rules. **The purchaser shall be responsible for scheduling with Middlebrook Pines management to certify in writing that the Middlebrook Pines Documents have been received and the Rules have been read and understood and that the purchaser agrees to abide by them.** The approval of the sale of any unit shall be contingent upon the purchaser having certified that such documents have been received and such rules have been read and understood and that the purchaser has agreed to abide by them.
- D. Prior to closing on the sale of any Middlebrook Pines Condominium unit, the unit owner shall return to the Association office any parking permits and/or recreational facilities keys and identification tags that the Association has issued to that unit owner and obtain from management a receipt as proof of the return of those items.** The approval of the sale of any unit shall be contingent upon the unit owner having obtained such a receipt from management.
- E. At closing, the unit owner shall give to the purchaser the assessment payment coupon book for that unit.** The approval of the sale of any unit shall be contingent upon the purchaser being given such coupon book at closing.
- F. At closing the owner and purchaser shall complete the Transfer Information Sheet and the purchaser shall execute a Voting Certificate.** The approval of the sale of any unit shall be contingent upon the Association receiving a completed Transfer Information Sheet, a duly executed Voting Certificate, and a copy of the deed of transfer. It shall be the responsibility of the purchaser to see that such items are forwarded to the Association office in the clubhouse after the closing has taken place.
- G. Failure to abide by the Rules governing sales of Middlebrook Pines Condominium Units shall subject the sale to disapproval by the Association and the unit owner to being fined and/or responsible for paying any legal costs incurred by the Association While seeking to enforce compliance through the courts.**

9. LEASING AND/OR RENTING OF UNITS (Cov XIII)

- A. All leasing and/or renting of units in Middlebrook Pines Condominium shall require written Association approval.** Whenever a lease has been executed by all parties, the unit owner shall inform Middlebrook Pines by attaching a copy of the lease to a written notice requesting Association approval of the lease and sending the notice to Middlebrook Pines office in the clubhouse.
- B. No Middlebrook Pines Condominium unit shall be leased and/or rented out for a period of time less than ninety days.** Unit owners shall not allow their condominium unit to be used for transient housing, to include occupancy by persons being called relatives and/or guests in an attempt to circumvent the prohibition of rentals for periods of time less than ninety days. For as long as it is required by the State of Florida, Unit owners, including absentee owners, leasing and/or renting their units for less than seven months shall be responsible for obtaining their own sales tax number and reporting and paying the required sales tax on the rent collected each month. The approval of any lease and/or rental of any Middlebrook Pines Condominium unit for less than seven months shall be contingent upon the owner having furnished proof that any required sales tax number has been obtained.
- C. The approved Middlebrook Pines Lease Agreement shall be the only lease agreement used when leasing and/or renting any Middlebrook Pines Condominium unit.** A copy of such lease agreement may be obtained from the Middlebrook Pines office in the clubhouse. The approval of any lease and/or rental of any Middlebrook Pines Condominium unit shall be contingent upon the terms of such lease being written on the approved Middlebrook Pines Lease Agreement.
- D. Unit owners, by leasing and/or renting out their unit automatically delegate their right of use and enjoyment of the common area facilities to the individual(s) leasing and/or renting their unit and, in doing so, relinquish said rights during the term of the lease and/or rental.**
- E. Unit owners leasing and/or renting out their units shall be liable and responsible for the cost or repairing any damage or correcting any violation caused by the individual(s) leasing and/or renting their unit.**

- F. Every individual leasing and/or renting any Middlebrook Pines Condominium unit shall abide by the provisions of the Middlebrook Pines Condominium Documents and any Rules promulgated by its Board of Directors and shall be responsible for seeing that their guests, visitors, and/or other invitees also abide by them.
- G. Unit owners shall be responsible for seeing that they have obtained a large enough security deposit to cover any costs incurred by them as a result of the individual(s) leasing and/or renting their unit causing damage to the common elements and/or limited common elements of Middlebrook Pines Condominium or failing to abide by the provisions of the Middlebrook Pines Condominium Documents and/or the Rules promulgated by its Board of Directors. **Prior to refunding any security deposit**, it shall be the responsibility of the unit owner to contact the Association at its office in the clubhouse to determine whether there are any charges outstanding for which the departing lessee is responsible that could be charged against such deposit by the unit owner and for which the unit owner will be charged by the Association if not paid by the departing lessee.
- H. **Prior to occupancy of any Middlebrook Pines Condominium unit under any lease and/or rental agreement by the individual(s) leasing and/or renting said unit, the unit owner shall return to the Association at the Middlebrook Pines office in the clubhouse all parking permits, recreational facilities identification tags, and/or recreational facilities keys issued to that unit owner by the Association.** No resident parking permits, recreational facilities identification tags, and/or recreational facilities keys shall be issued to any lessee unless and until the owner of the lessee's unit has returned all such items issued to that unit owner by the Association. The approval of any lease and/or rental of any Middlebrook Pines Condominium unit shall be contingent upon the unit owner's having returned to the Association all parking permits, recreational facilities identification tags, and/or recreational facilities keys issued to that unit owner by the Association.
- I. **Prior to occupancy** under any lease and/or rental of any Middlebrook Pines Condominium unit, **the individual(s) leasing and/or renting the unit shall be** responsible for scheduling to **come into the Middlebrook Pines office in the clubhouse to certify in writing that the Middlebrook Pines Condominium Rules have been received, read, and understood, and to agree in writing to abide by such Rules.** A copy of such Rules, along with a copy of such certification, shall be attached to and made a part of any lease agreement of any Middlebrook Pines Condominium unit. The approval of any lease and/or of any Middlebrook Pines Condominium unit shall be contingent upon the lessee having prior to occupancy, certified that such Rules have been received, read, and understood and having agreed to abide by such Rules and such Rules and certification being attached to and made a part of said lease.
- J. **Any unit owner failing to abide by the Rules governing leasing and/or renting of Middlebrook Pines Condominium units shall subject the lease and/or rental of that unit to disapproval by the Association and that unit owner to being fined and/or being liable and responsible for paying any cost incurred by the Association as a result of its seeking compliance through the courts.**
- K. **Individual(s) leasing and/or renting any Middlebrook Pines Condominium Unit who fail to abide by the rules governing leasing and/or renting of Middlebrook Pines Condominium units shall subject their lease to being terminated and themselves and the owner of the unit they lease and/or rent to being liable and responsible for any costs incurred by the Association as a result of the Association's seeking compliance through the courts, to include termination of the lease and eviction of the lessee.**

10. COST TO REPAIR DAMAGE AND/OR CORRECT VIOLATIONS

- A. All unit owners shall be ultimately responsible for the actions of themselves, their family members, their guests, visitors and/or other invitees, their pets, those who lease and/or rent their units, and the family members, guests, visitors and/or other invitees, and pets of those who rent their unit.
- B. No unit owner shall do anything, nor shall any unit owner allow any other party listed in Paragraph 10. A. for which the unit owner is ultimately responsible to do anything, which would cause the cost of any insurance policy maintained by the Association to increase.
- C. All unit owners shall be responsible and liable for the cost of repairing any damage to any of the Middlebrook Pines common and/or limited common elements that was caused by themselves, or by any of the others listed in Paragraph 10. A. for whom they are ultimately responsible, that is the result of a failure to abide by any of the provisions of the Middlebrook Pines Condominium Documents and/or the Middlebrook Pines Condominium Rules as promulgated from time to time by its Board of Directors or that is the result of carelessness and/or negligence on the part of the party causing such damage.
- D. All unit owners shall be responsible and liable for any cost incurred by the Association in correcting any violation by themselves, or any other party listed in Paragraph 10. A. for which they are ultimately responsible, of any of the provisions of the Middlebrook Pines Condominium Documents and/or the Middlebrook Pines Condominium Rules as promulgated from time to time by its Board of Directors, to include having to pay someone to clean up trash not properly deposited into the dumpsters in accordance with Paragraphs 4. and 4. G., H. 6>, I. 14, and J. 11 pertaining to trash disposal and/or to clean up animal waste left on the common elements in violation of Paragraph 6. C. and E. of these Rules.

11. COMMERCIAL USE OF UNITS

- A. No Middlebrook Pines Condominium unit shall be used as the business location for any trade, business, profession, or any other commercial activity except for leasing of the unit as a single family residence in accordance with the Rules governing leasing.**
- B. No Middlebrook Pines Condominium unit owner and/or resident shall apply for and/or obtain an occupational license from any governmental agency which lists any Middlebrook Pines Condominium unit address as the business address and/or location for any trade, business, profession, or any other commercial activity.**
- C. The address of any Middlebrook Pines Condominium unit shall not be used as the business address for any trade, business, profession, or any other commercial activity.**
- D. No telephone number assigned to any Middlebrook Pines Condominium unit address or located within any Middlebrook Pines Condominium unit shall be listed in the commercial or business section of any telephone directory as the primary or sole telephone number for any trade, business, profession, or any other commercial activity. However, a "Home" or "After Hours" telephone number may be listed and/or advertised.**
- E. No activity shall be conducted within and/or from any Middlebrook Pines Condominium unit that would, in any way, lead the public to believe that the location of such unit is a business location for any trade, business, profession, or any other commercial activity or that would invite the public onto the property to transact business as if they were coming to a commercial location.**
- F. Notwithstanding, nothing in these Rules shall be construed to preclude the use of a portion of a unit as an office for income tax purposes for a business where contact with customers is made away from the unit and/or business is transacted primarily off property, such as outside sales like Avon, Amway, or Shaklee distributors and the like, or a business consultant, or telephone solicitation, provided, however, that the provisions of Paragraphs 11. B., C., D., and E. are not violated.**

12. COMPLAINTS

A. False Complaints

No person shall knowingly make a false complaint or a complaint based solely on hearsay. At the core of any system of rules and regulations is the principle that those rules and regulations be enforced impartially. In order to be able to do this, everyone's complaint must be given the same weight and attention. Every person making a complaint must have first hand knowledge of the alleged violation before making a formal complaint. Suspected violations should be investigated first or reported on a very informal basis with the complainant making sure that the management knows that the alleged violation is only suspected and giving the management the reasons why there is cause to suspect a violation is occurring. For these reasons, should it turn out that it is proved that no violation took place, any costs incurred by the Association in attempting to enforce the correction of an alleged violation that are the result of a complaint that the complainant knew was, in fact, false or only suspected when that complaint was registered with management by the complainant as an actual violation shall be charged to and paid by that complainant.

B. The Grievance Process.

Whenever a violation is noticed or a problem arises between the occupants of two or more units, the individuals involved are encouraged to try to resolve the situation among themselves before making a complaint to management. Nothing is more upsetting to most people than to receive a visit or a phone call or written notice for something that they have been doing or permitting that has been disturbing to their neighbors or in violation of the Middlebrook Pines regulations or rules before anyone has had the courtesy to come to them first to let them know what they were doing wrong. It would be far more neighborly to have the attitude "They must be unaware that what they are doing is in violation or disturbing to others." Than to have the attitude "They should know that they're not supposed to be doing that!". By the same token, please be appreciative when someone does have the courtesy to come to you first before they complain to management. It is far more neighborly to have the attitude "Wasn't that considerate of them to care enough to let me know what I was doing wrong?" rather than to have the attitude "Those busy bodies must have nothing better to do than to complain!". If at all possible, please try to work out your differences in a neighborly manner.

When individuals cannot work out the problems between themselves or a violation continues uncorrected or continues to be repeated, complaints should then be made to the Manager. Even though **to be officially acted upon all complaints must be in writing, an informal verbal complaint** system has been established in an effort to keep harmony between Middlebrook Pines residents.

In order to let every resident know that they can contact management about known violations or unresolved problems without being afraid of causing ill will between themselves and their neighbors or being considered a chronic complainer, **unless given permission by the complainant to reveal the complainant's identity, whether verbal or in writing, the identity of every complainant shall be kept confidential**. This means that the Manager shall neither confirm nor deny that any given individual has complained unless and until enforcement action has proceeded to the stage of seeking relief through the legal system and, as a result, it has become necessary to reveal the names of those who have witnessed the violation(s). To ensure confidentiality, all written complaints shall be kept in a locked file cabinet to which only the condominium Manager has access.

1. Informal Complaint Procedure

When individual efforts have not succeeded and/or it is deemed that management involvement is necessary, the following informal complaint procedure can be utilized:

- a. Any individual desiring to register an informal complaint or to informally report a violation may contact the Manager and register the complaint and/or violation. **Except in cases of urgent need or emergency, the Manager should be contacted only at the office during scheduled office hours.**
- b. Upon receiving an informal complaint, at the earliest opportunity within the next two working days, the Manager will, by phone and/or in person, attempt to contact the alleged violator and/or otherwise investigate the complaint to determine what needs to be done and/or if a written complaint will be necessary. If the Manager is unable to contact the alleged violator within that time period, the Manager will contact the complainant in person or by phone to let the complainant know the results of the investigation to date.
- c. Should the Manager be unable to contact the alleged violator, the Manager will confirm in writing to the alleged violator the results of their contact on the matter and will send a copy of the written confirmation to the complainant. In cases involving complaints about renters, the Manager will also send a copy of the written confirmation to the owner and owner's agent, if known.

2. Formal Complaint Procedure

When violations and/or disturbances continue and/or a given situation requires official action on the part of the Association, the formal complaint procedure should be utilized:

- a. Everyone desiring to formally register a complaint and/or to formally report a violation shall put the complaint in writing, date the written complaint, sign the complaint, put their name and address below their signature and bring or mail the written complaint to the Manager at the Association office in the clubhouse. No complaint shall be considered written unless it is dated and contains the name, address, and signature of the person making the complaint.
- b. Immediately upon the receipt of a written complaint, the Manager shall log that complaint in its entirety with only the complainant's signature, name, and address blocked out, shall put that copy in the mail basket of the President of the Association, and shall file the original written complaint in the locked file cabinet where all written complaints are filed. When multiple complaints are received and the violator has not yet been notified or the time for the correction of the violation has not yet passed, the complaints will be filed together.
- c. Where regulations, rules, or procedures governing the nature of the complaint have been established, the Manager shall, at the earliest opportunity and within the next two working days, give to the alleged violator written notice of the violation outlining the nature of the violation and the provision(s) of the Middlebrook Pines Documents and/or Rules that it violates and demand that the violation cease and/or be corrected immediately or within the time allowed by the policies existing at that time and shall send a copy of the notice to the complainant(s) and, with renters, the owner or owner's agent.

Whenever it can be proven that anyone is using their unit to operate a business in violation of the Rules governing commercial use of units, or is renting the use of their unit for periods of time less than ninety days and the required notice time has expired, the Manager shall instruct the attorney who will be representing the Association on the matter to immediately institute whatever legal action is necessary to seek injunctive relief through the court system. The Manager shall then inform the complainant(s) in writing of the action taken. In such cases, the violators shall be liable for and responsible for paying any costs incurred by the Association as a result of taking such action to stop such violations.

Where other immediate action is prescribed by the policies in effect at the time the complaint is received, the Manager shall take action in accordance with those policies and shall inform the complainant(s) in writing of the action so taken.

- d. If there is no established regulation, rule, or procedure governing the nature of the complaint, the Manager shall then bring the matter before the President of the Association to be included in the agenda at the next meeting of the Board of Directors for policy and procedures on the matter to be established or, if the President deems it is necessary, at the Special Meeting of the Board of Directors called for that purpose. In this case, the complainant(s) shall be notified of the time and place of the meeting to discuss the nature of the complaint.
- e. In the event of continued violation, upon receipt of the second written complaint after initial action has been taken in accordance with the procedures outlined above and the time for correction of the violation has passed, the Manager shall, at the earliest opportunity and within the next two working days contact the President of the Association and obtain the date at which time the alleged violator shall be compelled to appear before the Board of Directors to show cause why fines and/or legal action to enforce compliance should not be instituted. The Manager shall then send a second notice to the alleged violator again outline the nature of the violation and the provision(s) of the Middlebrook Pines Condominium Documents and/or Rules it violates and notifying the alleged violator of the time and place he should appear before the Board of Directors of Middlebrook Pines Condominium Association, Inc. to show cause why fines and/or legal action to enforce compliance should not be instituted. The notice and time of such meeting shall allow the alleged violator no less than fourteen days advance notice and shall provide that the alleged violator and/or the alleged violator's licensee or invitee may provide written and oral argument on all issues involved and/or may review, challenge, and respond to any material being considered by the Board. Such notice shall be sent by certified and regular mail to the alleged violator's last known address and a copy of such notice shall be given to the complainant(s).
- f. In the event the alleged violator fails to appear before the Board of Directors at the time appointed or the violation continues past the time agreed upon at the Board hearing on the matter, unless otherwise instructed by the Board of Directors, the President of the Association shall instruct the Manager to contact the attorney that will be representing the Association and authorize the institution of whatever legal action is necessary to obtain relief and/or to compel compliance through the court system. The violator shall be liable for and responsible for paying whatever costs are incurred as a result of having to take such action.