

# TWIN SHORES BEACH AND MARINA, INCORPORATED

**RULES AND REGULATIONS:** Effective January 4, 1999 includes all other revision up to current date: November 18, 2020.

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Shareholders, and Tenants of Twin Shores Beach and Marina, Inc. (hereinafter called the "Park") and to improve and maintain the appearance of the Park. These rules have been established by the Board of Twin Shores Beach and Marina, the owner of the Park, and may be changed from time to time to achieve these objectives.

## **DEFINITIONS:**

- 1) CORPORATION - "Corporation" means Twin Shores Beach and Marina Inc., the owner of the Park and Landlord to Shareholders.
- 2) LEASEHOLDER - "Leaseholder" will be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and Bylaws Leaseholders" also sometimes referred to as "owner(s)," "shareholder(s)" and "member(s)." Leaseholder will be referred to within this document a "Shareholder."
- 3) TENANT- Will mean anyone renting a Unit from a Shareholder or the Corporation.
- 4) PARK - "Park" "TSB&M" will mean Twin Shores Beach and Marina, Inc.
- 5) BOARD - "Board" will mean Board of Directors of the Corporation or Board's Representative.
- 6) UNIT - A Unit means the home or homes within the Park owned by Shareholders. Shareholders are permitted to own up to two shares in this Park and thus, where necessary, the singular "Unit" will include "Units."
- 7) ASSOCIATION FEES- Shall include maintenance, water/sewer, south side propane, hot water charge, and additional parking charge.

## **RULES AND REGULATIONS:**

### **RESTRICTIONS:**

1. References will be required and may be checked before a Unit may be sold or rented to any individual.
2. Applicants must be considered desirable and compatible with other residents of the Park. This provision will be interpreted in a manner consistent with all local, state and federal laws. In addition to general considerations, it is the intention of the Corporation to maintain the Park as a place providing housing for persons "55 and over" as set forth in the Housing for Older Persons Act of 1995. Applicants who could cause the Park to fall outside such rule will not be approved.
3. A home is only to be used as a single-family adult residence or rental Unit for 1 or 2 people who meet the age requirements. That is one occupant must be fifty-five (55) years of age or older and the other occupant must be forty-five (45) years of age or older.

### **SHAREHOLDERS:**

1. Shareholder will not assign his/her lease or any interest therein or allow any person or persons to occupy or use the leased premises without the specific, written consent of the Board, unless otherwise provided in these Rules and Regulations. This provision will not prevent the giving of a mortgage or other legitimate legal interest to a bank or financial institution. Any other assignment without the Board's consent will be void and will constitute a default by Shareholder under the lease. The Board cannot and will not permit transient occupancy.
2. A set of rules must be furnished by the Shareholder to anyone occupying a Unit
3. Any sale of a Unit by a Shareholder must be approved by the Board, in writing and after a personal interview of the applicant. Prior to approval of sale of unit, it must pass inspection

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- by a licensed electrician and plumber. Permission for the purchaser to leave the purchased Unit on the site will depend on the age and condition of the particular Unit.
4. All Shareholder fees are due and payable in advance on the first (1st) of each quarter, specifically, April 1, July 1, Oct.1 and Jan.1, and are considered late after the 10<sup>th</sup> of the month in which it is due. Late payments will be dealt with as provided in the Shareholders Proprietary lease, which may include a late fee of twenty-five dollars (\$25) and an administrative fee. Any payment made toward a delinquency will first be applied to the interest owed, then to the late fees, then to any costs and reasonable attorney fees incurred in collection efforts and then to the delinquent amount.
  5. If a Shareholder or other occupant causes damage to Corporation property, whether intentionally or by accident, the Board may, at its discretion, bill the Shareholder or occupant for all or some of the cost of repair of such property.

## THE MOBILE HOME (UNIT):

1. Each Unit must be equipped with skirting. All improvements for tie-down anchors and other equipment and improvements will be attractively maintained by the Shareholder and/or the Corporation and will comply with all applicable laws, ordinances and regulations of the State, County and Town as from time to time amended.
2. Location and final Unit position on a site will be under the overall direction of the Board and in compliance with setback requirements.-

## GUESTS:

1. Only two people who meet the age requirement are allowed to reside in each unit. Additional guests staying beyond 30 days must be approved by the Board.
2. Children **Sixteen (16) years** of age and younger using the club house, dock area or pool must be supervised by an adult.
3. Shareholder's children are permitted to visit but such visits will not exceed 30 days in any calendar year, unless a request is made and approved by the Board.
4. Shareholders and Tenants are responsible for registering their guests at the designated site and indicating the guest's departure date. They are also responsible for familiarizing their guests with the Rules and Regulations of the Park. If a Shareholder believes that there is an individual(s) not registered or abusing the rule, they should call the office and report it.
5. Shareholders are responsible for any damage caused by their Tenants, family or guests.

## THE UNIT SITE:

1. The Shareholder is responsible for the overall appearance of the Unit site. It will be kept orderly, neat, clean and free from litter. Business signs cannot be displayed in Unit windows or hung or posted on the outside of the Unit. "For Rent" or "For Sale" signs are not permitted anywhere on a Shareholder's Unit.
2. Shareholders need Board permission to plant a tree. Anyone planting trees or shrubs underneath the power or telephone wires must keep them trimmed to a distance of at least two (2) feet clearance from the wires.
3. Each Unit space can be arranged in an attractive manner to suit the occupants as far as the lawn, flowers, and shrubs are concerned as long as they do not interfere with the right of way, air conditioner or view of the neighbors.
4. Any type of construction or maintenance of a Unit, which is observable in whole or in part from the outside of the Unit or which involves a change in the size or appearance of the Unit, and including any project that involves outbuildings, electrical work, plumbing, masonry, air conditioners, or fences, must be approved in advance by the Board. All applications to the Board for the approval of work to be done must be in writing and, if requested by the Board, will be accompanied by a simple sketch of the intended project. The work that involves

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- electrical or plumbing permits must be done by a licensed electrician or plumber. Check with the Town of Longboat Key for requirements.
5. All exterior paint colors must be approved by the Board.
  6. If the Board states that it believes a building permit is required for a project, no work will be started on that project until a permit for the project has been obtained, or it has been determined that no permit is required, and the project plans have been finally approved by the Board in writing provided to the Shareholder. In the event of an emergency, temporary repairs may be made by a Shareholder, but only to the extent necessary to preserve the assets of the Shareholder.
  7. The Corporation will not be responsible for loss or damage to any Unit or personal property left by a Shareholder, Tenant or guest anywhere on Corporation premises.
  8. The Corporation will not be responsible for damage to a Unit or personal property caused by trees or other vegetation. Maintenance of all plants or trees on a Unit lot will be the responsibility of the owner of the Unit.
  9. Shareholders are responsible for any damage caused by their TV antennas or Dish. All unused equipment must be removed.
  10. Any clogging of sewer lines within the perimeter of a Unit is the responsibility of the Shareholder. Any clogging of such lines beyond the perimeter of the Unit is the responsibility of the Corporation and should be reported promptly to them. This is a general rule and exceptions may be made from time to time at the discretion of the Board when it is determined by the Board that the occupants of the Unit contributed significantly to the problem with the sewer line. Keep coffee grounds and excess grease out of sinks and toilets. Only the recommended brand (Angel Soft) or septic safe toilet tissue should be used.
  11. No beach items, chairs, toys, noodles, towels, etc. are to be visible.
  12. All Shareholders and Tenants leaving the park for a period of time should ensure all bicycles, tables, chairs, umbrellas, etc., are thoroughly secured or safely stowed away. Items left unsecured may cause the Shareholder to be subject to a fine. All Shareholders, before leaving, must fill out the "Departure Form" and make sure their Unit complies with any Storm Policy adopted by the Board.
  13. No pets are permitted. "Exception" is **NSAR (National Service Animal Registry)**
    - a. Certified Emotional Support Animals (ESA) are not considered a "working" or "service" animal. Their handlers are not afforded the same rights and protections under Federal Law (ADA) as working, service animals. Emotional support animals do qualify for special rights related to housing and travel.
    - b. **To qualify for an exception to our no-pet housing: Please notify the Board of Directors in advance of coming to Twin Shores Beach & Marina that you plan to bring an emotional support animal. Be sure to include a copy of your letter from the licensed mental health professional prescribing the emotional support animal,**
    - c. Certify your emotional support dog or other animal with National Service Animal Registry. You will have an official photo ID card attached and other "service animal" identifiers.
    - d. County ordinance-states the pets must be leashed at all times.
    - e. No pets allowed on Beach.

## **OUTSIDE BATH HOUSE:**

1. Outside baths and storage areas, "outbuildings," are located on the south side of the Park. These areas are assigned to a lot and cannot be reassigned to other Shareholders.
2. The Corporation has no duty to maintain the outside or inside of the outbuildings. All outbuildings should be numbered. Shareholders to whom the areas are assigned are responsible for their overall appearance and upkeep. This includes exterior painting, plumbing, roof, hot water, door and window repair. The hot water is provided by the Corporation, financed by a quarterly assessment.

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3. If Shareholder does not maintain bath Units as prescribed, the Corporation may take action to complete required repairs/painting and will bill the Shareholder accordingly.
4. If the outside bath Unit is locked, the Shareholder must leave a key at the office. This will provide access in case of maintenance or emergency.

## **VEHICLES, TRAFFIC AND TRAILERS:**

1. All drivers are to use their brakes instead of their horns when possible
2. Motorcycles, minibikes, motor scooters and go-carts are not allowed within the Park. Roller blades and golf carts are allowed.
3. No unlicensed or inoperable vehicles are permitted on Park property.
4. Automobile repairs are not allowed on Park property.
5. The speed limit is 10 miles per hour in the Park.
6. The Board specifically reserves the right to restrict the operation of all delivery, transport, or other vehicular traffic within the Park.
7. Cars can only be washed in the designated area by the laundry during posted hours and days.

## **PARKING:**

1. Each Unit has a designated parking space for ONE vehicle. If the unit has a driveway and/or a carport, that is the designated space. If a Shareholder/Tenant desires parking for a second vehicle on park property, arrangements must be made with the person in charge of parking before the second vehicle is brought onto the property. A request will only be considered if both vehicles are registered, licensed, drivable and regularly used by the Shareholder/Tenant. Second spaces are not to be used as storage areas for rarely driven vehicles. If such a request is denied, you will have to park off site.
2. Extra parking spaces, owned by the Corporation, will be rented on a first come, first serve basis when available. A waiting list for those desiring an extra space will be maintained. The Board or Parking Chairman may refuse a request if the vehicle is deemed inappropriate for the space.
3. Rented spaces may not be loaned or subleased
4. If a temporary change in parking space is agreed upon between shareholders, a written request must be submitted to be approved by the Parking Chair, before a change can be implemented. The request must be made by the shareholder assigned to the space.
5. The loan of an assigned space may not be made to house a second vehicle where there is only one (1) driver.
6. All vehicles must fit into the assigned space.
7. If a Unit is sold and the seller had been renting a second space, that space does not go with the sale. The extra parking space will be offered to the next person on the waiting list.
8. Parking spaces marked "Guests" will not be rented unless approved by the Board or Parking Chair.
9. Overnight Guests must park in a designated guest parking space, sign book in clubhouse and display a Guest parking pass on the dashboard.
10. No utility trailers, travel trailers, commercial type vehicle or recreational vehicle may be parked on Park property except for loading or unloading. There is to be no long term parking of a vehicle on a street other than in an assigned space.
11. No commercial type vehicle will be parked on park property without the consent of the person in charge of parking.

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## **BOAT DOCKAGE:**

1. Slips are rented on a yearly basis and all fees are due in full by April 1<sup>st</sup>. Contact the Dock Master for the current fees. A late charge of \$25.00 will be charged after April 10<sup>th</sup>. The rent fee is non-refundable, irrespective of the reason for termination of the lease.
2. Under no circumstances will a boat be longer than 29 ft. no higher than 9ft., measure from the waterline be allowed.
3. No other boat may be docked in the designated slip without notice and approval from the Twin Shores Beach & Marina, Inc. (TSB&M) management. If the tenant sells the boat and wants to dock a different boat in the slip the Tenant must notify the TSB&M management of the intent and obtain the consent of the Dock Master or TSB&M for such exchange. If the boat is larger than the designated dimensions, the contract will be terminated.
4. The designated slip will only be used for the dockage of a private pleasure craft. The boat cannot be engaged in any commercial activities including fishing, guiding or boat rental.
5. Dock Master or TSB&M is authorized to move a Tenant's boat when necessary to make repairs to the designated slip.
6. The Tenant may park a vehicle temporarily as close to the designated slip as feasible for loading and unloading purposes, but otherwise must park in **authorized** areas.
7. Overnight sleeping on boats at the Marina is prohibited.

### **Additional responsibilities of the Tenant.**

- a. Tenant must provide a phone number where the Tenant can be reached and a copy of the current registration for the boat.
- b. Sailboat lines must be secured.
- c. Effluent or sewage from a holding tank may not be dumped into the Marina.
- d. Dock & surrounding area must be kept clean, neat & free from hazards.
- e. Fish station must be used for cleaning and filleting of fish. Remains of any fish may not be put into garbage dumpsters. Remains of fish may be put into marina waters only if a grinder or PVC pipe at the cleaning station is available for use.
- f. No changes, additions or attachments may be done to the docks or surrounding area without permission.
- g. No onsite parking of trailers or on-land repairs are permitted.
- h. Additional vessels, kayaks, canoes and small personal water craft are permitted in a single slip as long as the owner of the vessels is also the renter of the slip.
- i. An owner or renter may rent more than 1 slip as long as the boats in each slip are registered in his name.
- j. The designated slip may not be subleased, assigned or rented to another by the Tenant without the consent of the Dock Master or TSB&M.
- k. The rental agreement may be terminated at any time by Dock Master or TSB&M for the violation of the terms or responsibilities of the Rental Agreement.

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## KAYAK:

### Kayak Launch

1. Launch is for the exclusive use of Twin Shores Beach & Marina Inc. owners, renters and their guests.
2. It is recommended for that all users of a kayak wear a **Life Jacket**.
3. Kayak and all personal items (life jackets, trash, etc.) must be removed from the launch when finished using your Kayak.
4. State of Florida rules apply to the use of all kayaks when in use.

### Kayak Storage Rack

1. Storage Racks are available for rent to TSB&M owners and renters only
2. The annual costs for rental of individual storage slips is **\$50.00**
  - a. Prorated rates are as follows: Rentals for the number of months up to April 1<sup>st</sup> then collect annual rent on April 1<sup>st</sup>. After January 1<sup>st</sup> collect proration to April 1<sup>st</sup> plus the 12month rent.
3. No subleasing of storage slips is allowed.
4. Kayaks must be secured at all times while in storage.
5. Assignment of storage slips will be made by the Dock-Master or designee based on length and weight of Kayak.)
6. Kayaks must be removed from the storage slips when the owner/renter is gone for more than a month and prior to approaching Hurricanes or named storm.
7. No other items may be stored on the Storage Rack.
8. All Kayaks must have owner's name placed somewhere visible inside the Kayak
9. Twin Shores Beach & Marina, Inc. is not liable for damage or injury of stored Kayaks
10. Storage slips will be available for rent on a first come first serve basis.

**Contacts:** Dock-Master- Bill Barnwell- Cell 989-620-4752

Assistant- Ron Horn- 941-799-1510

Please Text or leave a message for reservations of storage or other related information.

## POOL RULES:

1. Hours 8:00AM to 10:00PM
2. Residents and Guests only
3. Please shower before entering pool
4. Lower Umbrellas when leaving
5. Running and rough play is prohibited
6. Children age 16 & under must have adult supervision
7. No glass containers within pool area
8. No food or drink within 4ft of Pool
9. Please use beach towels on chairs and lounges
10. Swim at your own risk \*\*\*\* NO DIVING\*\*\*\*
11. Occupancy- 20 persons
12. First aid kit under TIKI BAR.
13. Smoking, Vaping, Pets & Loud Music not allowed on pool deck
14. Pool cleaning services – Mondays & Thursdays 7:00AM

## STORAGE:

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1. Rentals are available on a first come first served basis. If needed, a waiting list will be maintained. Check at the Office for prices and availability.
2. Only 1 storage unit per shareholder and only for personal use. If there is availability, annual renters will be allowed to rent a storage unit.
3. Outside doors are to be left unlocked. The caged areas may be secured with locks supplied by the shareholder. A spare key is to be given to the Office for emergencies.
4. No bikes are to be stored except within the caged area.
5. No hazardous materials may be stored, e.g. paint, propane, gas tanks, etc.
6. Storage space must be used. If vacant, it will be reassigned at the end of the rental agreement.

## **LAUNDRY AND DRYING OF ITEMS:**

1. The laundry is open seven (7) days a week, twenty-four (24) hours a day.
2. Do not overload or abuse the washers or dryers. Put only clean items in the dryers-no sandy items. Clean all machines after using. Put refuse in containers.
3. No dyeing is permitted in the machines.
4. Children are not allowed in the laundry room unless closely supervised by an adult.
5. The washers and dryers are provided by a private company and the Corporation assumes no responsibility for the service provided.
6. Report any mechanical problems directly to the company using the phone number posted in the laundry room.
7. No lines for the drying of laundry will be permitted on Park property except for the lines maintained by the Corporation in the laundry area. No items are to be hung outside of any Unit for drying including bathing suits, towels and the like. All such items should be hung on the lines provided by the Corporation.

## **REFUSE:**

1. All garbage must be wrapped in plastic garbage bags and placed in the dumpsters. All cardboard boxes must be broken down.
2. **CLEAN** bottles, cans and other recyclables go in the recyclable containers. Plastic bags and styrofoam are not recyclable and go into dumpsters.
3. NO burning of trash is permitted
4. No garbage or recyclables will be left outside of dumpsters.
5. Do not overload the garbage dumpsters or recyclable containers. Fill only to a level that allows the lids to close properly. There are three (3) garbage and recyclable sites in the Park.
6. Do not place construction materials, carpeting or other such bulky items in the dumpsters or refuse containers other than the night before pickup.
7. Do not dispose of coffee grounds and excess grease in sinks and toilets.
8. Dispose of large appliances and metals are not to be put in our dumpsters. This is the responsibility of the person involved to find a place to accept these materials.
9. All grass, flower and bush trimmings and other yard waste should be placed in the dumpster outside the maintenance building. Flowerpots, trays, etc., are to be put in the garbage dumpster.

## **SELLING, RENTING OR LOANING UNITS:**

### SELLING:

1. Shareholders may only sell their Unit in conformity with the requirements of the By Laws of the Corporation and the Master Form Proprietary Lease.

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2. A purchaser of a Shareholder's Unit must meet the requirements for entry into the Park and must be approved in writing by the Board. A purchaser who could cause the park to fall outside the "55 and over" category of the Fair Housing Amendments Act of 1988 will not be approved.
3. When a Unit is purchased, it must be brought up to the Corporation's standards within thirty (30) days. Standards are as referenced in Rules and Regulations, number three (#3).
4. **Two Year Rental Moratorium:**
  - a) The Purchaser/ Buyer or Grantee may not rent the unit, in whole or in part for a period of 2 years following the change or transfer of ownership on or after the effective date of the Board approval of sale (interview date).
  - b) Transfer of title by inheritance-any property inherited may be occupied, in accordance with existing age restrictions, rented and/or sold. However, upon the subsequent sale and or transfer in title after the effective date, the rental rights are restricted for a period of two years following the date of transfer of title.
  - c) Change of ownership, after September 1, 2019, of a unit subject to an existing lease: The 2 year Rental Moratorium applies, as of the date of change in ownership, subject to existing lease which may not be renewed or extended during the Rental Moratorium.
  - d) Villas 110,112,114, 116 and Duplex 122 and 123 are exempt from the Moratorium unless sold as individual units on or after September 1, 2019.

### RENTING:

1. All rentals of Units must have prior approval of the Board.
2. A non-refundable application fee of one hundred dollars (\$100) must accompany the application. However, as provided in Section 719.106(1)(i) Florida Statutes, if the lease is a renewal of a lease with the same lessee(s), no application fee is required. If an application is incomplete, an additional \$50 fee may be charged. It is recommended the application be submitted prior to a Board meeting preceding the starting date of the rental period. All applicants must meet the minimum application requirements. No application will be approved unless the applying Shareholder is current on all fees and assessments.
3. Shareholders may rent their Units a total of three (3) times per annual calendar year. During the period December 1<sup>st</sup> through April 30<sup>th</sup> a minimum Unit rental period is two (2) consecutive months. During the period May 1<sup>st</sup> through November 30<sup>th</sup> the minimum Unit rental period is one (1) month.
4. In the event that a Tenant leaves early before the minimum Unit rental period has elapsed, the remainder of the minimum Unit rental period is blocked out and no one else can rent or use the Unit during that time.
5. **No pets are permitted. "Exception" is NSAR (National Service Animal Registry)"**
  - a. Certified Emotional Support Animals (ESA) are not considered a "working" or "service" animal. Their handlers are not afforded the same rights and protections under Federal Law (ADA) as working, service animals. Emotional support animals do qualify for special rights related to housing and travel.
  - b. To qualify for an exception to our no-pet housing: Please notify the Board of Directors in advance of coming to Twin Shores Beach & Marina that you plan to bring an emotional support animal. Be sure to include a copy of your letter from the licensed mental health professional prescribing the emotional support animal,
  - c. Certify your emotional support dog or other animal with National Service Animal Registry. You will have an official photo ID card attached and other "service animal" identifiers.
  - d. Sarasota County ordinance states comfort/service dogs must be leashed at all times ex
  - e. No pets are allowed on the beach.
6. All individuals occupying a Unit should be provided with a copy of the Rules which will be binding on them.
7. By State law, all Shareholders, Tenants and overnight guests must register at the Clubhouse, the designated site. If a weekend arrival for such individuals is anticipated, please register the individuals.
8. In addition to existing rules and regulations concerning rentals, the 2 Year Rental Moratorium restricts "rental rights" as follows upon transfer of title.



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- a. The Purchaser/ Buyer or Grantee may not rent the unit, in whole or any part, for a period of two years following the date of title transfer of ownership.
- b. Transfer of title by inheritance-An inherited unit may be occupied, in accordance with existing age restrictions rented and / or sold. However, upon sale, the Buyer's rental rights are restricted by the 2 Year Rental Moratorium.

## LOANING

1. A Shareholder may lend his or her Unit to friends or relatives for a period not to exceed two weeks. Board approval of such occupancy is not required, and no fee needs to be paid, but a notice of such loans must be supplied to the Board in advance of the occupancy stating who is to occupy the Unit, their relationship to the Shareholder, and the expected duration of the occupancy. Inform them to sign in the Clubhouse.
2. Up to 7 loans may be made per calendar year: only three loans to family and friends - 4 additional loans may be made to immediate family. Immediate family will include parents, children, grandchildren and siblings of the Shareholder.
3. At least one (1) person occupying the Unit, whether, as Tenant or by loan, must meet the 55 or over rule, which includes a requirement that the other occupant of the Unit be at least age forty-five (45). However, with respect to loans to immediate family members ONLY, the fifty-five (55) or older rule will be waived provided there is a responsible adult of at least twenty-five (25) years-of-age, staying in the Unit.

## LOANING: SHAREHOLDER TO SHAREHOLDER

1. A Shareholder may use another Shareholder's Unit without a fee being submitted to the Board, providing the use is for a period not in excess of two (2) weeks.
2. It is the intention to have the use serve as additional housing for guests of current Shareholders, providing the Shareholder is present. The occupant(s) must register and the Shareholders involved must notify the Board of intent to use the Unit.

## VIOLATION OF RULES:

1. If the Board believes a Shareholder has violated a rule or regulation as outlined in these rules. The Board may inform the Shareholder by certified mail, that it believes a violation of these rules has occurred and why. The letter will also state the amount of the fine. The Shareholder will have fourteen (14) days to respond to the Board's letter. If no response is given or if the response does not, in the Board's opinion, justify an avoidance of these rules, the Board may impose a fine which will not exceed one hundred dollars (\$100.00) per day up to a total of one thousand dollars (\$1,000) for each violation going forward on the Shareholder.
2. If such charge is imposed, it will be added to the Shareholder's account and billed accordingly. Failure to pay such amounts may result in legal action, at the Board's discretion. In addition, the Shareholder will lose the privilege of renting their Unit for one (1) year.
3. The Shareholder may accept the fine as stated or request a hearing with the Fine Committee to explain why he does not feel a violation occurred and/or the fine as stated should not be levied.
4. The Board will set the date and time for the Fine Committee to meet and will inform the shareholder. The Shareholder may have a legal representative and present additional information as needed.

## FINE COMMITTEE

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1. The Fine Committee is appointed by the Board of Directors.
2. The members of the committee must be Shareholders, not a Board of Director or reside in the unit of a Director.
3. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension as levied by the Board. If the Committee does not agree with the fine or suspension, it may not be imposed.

## **MISCELLANEOUS:**

1. Quiet must be maintained from 11:00 P.M. TO 8:00 A.M. No loud parties will be allowed at any time, nor will loud televisions, radios or other excessive noises be tolerated. Consider your neighbors; television after 11:00 P.M. must be tuned low enough not to disturb your neighbors.
2. Drunkenness or any acts of immoral conduct will not be tolerated.
3. All fish must be cleaned at the fish cleaning station. Keep the fish cleaning station clean. Never put remains or fresh fish in dumpsters.
4. Office hours are at the discretion of the Board.
5. The club house is open seven days a week from 8:00 A.M. to 11:00 P.M.
6. Exterminators should be given keys to Units as the Office is not maintained on a daily basis and keys will not be available.
7. No fire pits will be allowed anywhere within the park for safety reasons. No grilling is allowed on decks or porches for safety reasons.
8. House keys will be given to vendors, Tenants or shareholders, only with the affected Shareholder's WRITTEN (including by email) consent.
9. All personal items must be removed from the beach daily, including chairs, beach toys, surf boards, umbrellas, etc. The Park's chairs/ lounges must be returned to the designated area...

## **ATTORNEY FEES AND FINES:**

1. If the Corporation takes court action for a violation of these Rules and Regulations, and prevails in the action, the Corporation will be entitled to collect reasonable attorney fees from the offender. If any Rules and Regulations are not followed, at the Board's discretion, a fine, not to exceed \$100 (One Hundred dollars) per day for each violation may be levied on such persons up to a total of one thousand dollars (\$1,000).

## **GENERAL:**

1. Chapter 719 Florida Statutes provides the grounds for eviction from a park and is part of these Rules and Regulations. For further grounds or for an explanation of some of the grounds see the Mobile Homeowners Lease Agreement. The grounds for eviction sited elsewhere are in addition to the grounds for eviction stated in these Rules and Regulations.
2. In addition to other Rules and Regulations set out, herein, the Corporation and the Shareholders shall comply with Chapter 719, Florida Statutes. Shareholders shall also be responsible for ensuring compliance by their Tenants and guests with such provisions.
3. To the extent any rule or regulation herein is a violation of Florida law, such rule or regulation will be considered void and all other rules and regulations herein will continue to be in full force and effect.
4. These Rules and Regulations are issued by the Board of the Corporation in accordance with its legal power to do so established by the legal documents bringing the Corporation into existence and by Florida law.

***The Board reserves the right to grant permission contrary to a RULE or REGULATION due to an extenuating circumstance. The action will be put on the agenda to be ratified at the next Board Meeting.***

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IF ANY SHAREHOLDER OR TENANT HAS A QUESTION ABOUT THE INTERPRETATION OF THESE RULES.  
PLEASE CONTACT OUR MANAGEMENT COMPANY.

PROGRESSIVE COMMUNITY MANAGEMENT INC

3701 South Osprey Avenue  
Sarasota, FL. 34239

Call: Shane Rainere (941) 921-5393  
Email: [srainere@pcmfla](mailto:srainere@pcmfla).