

R-E-S-O-L-U-T-I-O-N

WHEREAS, the Twin Lakes Subdivision Association, Inc. [hereinafter, "Association"] is the corporate entity charged with the operation of the Association under the Declaration of Covenants, Conditions and Restrictions as filed in the public records of Pasco County Florida at O.R. Book 1751. Page 0645, and,

WHEREAS, the Association has the authority under Article IV, Section 11 (c) of the By-Laws of the Association, to promulgate reasonable rules and regulations to govern the use of the common properties and the conduct of members and their guests, and,

WHEREAS, the Board of Directors of the Association has caused to be promulgated Rules and Regulations to implement, clarify and enforce the provisions of the Association's Declaration and By-Laws, now,

THEREFORE, the Twin Lakes Subdivision Association Board of Directors does hereby adopt the Rules and Regulations attached hereto and made a part hereof.

DONE, this 20th day of May, 2009.


Paul Theriault, President


Dean Goldsworthy, Secretary

TWIN LAKES SUBDIVISION ASSOCIATION, INC.

RULES AND REGULATIONS

c/o MANAGEMENT & ASSOCIATES
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The rules and regulations noted below are in addition to the Declaration of Covenants, Conditions and Restrictions for Twin Lakes Subdivision Association, Inc. and the By-Laws of Twin Lakes Subdivision Association, Inc. and are promulgated pursuant to Article XII of the By-Laws of the Twin Lakes Subdivision Association, Inc. Further, these rules and regulations replace and supplant all existing rules and regulations of Twin Lakes Subdivision Association, Inc. For more detailed information, you may access the governing documents for the Twin Lakes Subdivision in the Pasco County public records at O.R. Book 1751 Pages 645 – 680, as amended from time to time.

Any terms that are used but not defined herein shall have the definition for such terms as provided in the Declaration of Covenants, Conditions and Restrictions for Twin Lakes Subdivision Association, Inc., as amended from time to time.

Residential Use: The homes and Lots in Twin Lakes Subdivision are intended for single family residential use only. Owners may not rent rooms or conduct businesses on their Lots or the Real Property.

Detached Structures: No sheds, storage containers or other detached structures shall be permitted on the Lots or Real Property at any time. Children's play equipment may be installed with written approval from the Association's Architectural Review Committee (the "ARC"). Contact the Association for the appropriate ARC application forms.

Trailers, mobile homes, campers: No trailers of any type, campers, boats or mobile homes may be stored on the Lots or Real Property at any time except as otherwise explicitly permitted by these rules and regulations. Owners may not park mobile homes on the Lots or Real Property or in the street to live in. Campers, mobile homes and boats may be parked in the Owner's driveway for the purpose of cleaning only and must be removed within five (5) calendar days of the initial movement of the campers, mobile homes and boats to any Owner's driveway.

Improvements to existing structures and substantial landscaping alterations:
Improvements to structures – Applications to construct and/or perform work including, without limitation, alterations or modifications to existing structures, additional rooms, decks, painting, roofing, or renovations, must be filed with the Association's ARC by an Owner **prior to commencement** of such construction and/or work. An Owner must receive **written approval** from the ARC prior to commencement of such construction and/or work. The ARC has thirty (30) days from its receipt of a **complete** ARC application within which to approve or disapprove your application in writing. In the

event that the ARC does not issue a written communication approving or disapproving the application within thirty (30) days of its receipt by the ARC, the application shall be automatically disapproved. The ARC shall have no duty to review any application that is not complete in the sole discretion of the ARC; provided, however, the ARC shall notify any Owner in writing if the ARC is unable to review an application because the ARC has determined the application is incomplete. Further, the ARC shall have the right to require the submission of any additional materials or information to supplement any application in its sole and absolute discretion. In the event the ARC disapproves of an application, the written disapproval will list the reasons for the disapproval. *You may acquire an ARC approval form from the Association. Upon completion of your application, please return to the Association.* **Approval of any construction and/or work under this section by the ARC does NOT constitute approval by with applicable state, county and municipal agencies or compliance with regulations and requirements promulgated by such agencies. The Owner is solely responsible for compliance with any and all such regulations and requirements.**

New landscaping and substantial alterations – With the exception of grass replacement or the resodding of the lawn, all new installations, alterations, reconfigurations or modifications to the landscaping of a Lot, especially trees and substantial replacement of bedding plants and shrubs, must be approved by the ARC in the same manner as that noted in the paragraph above. **Approval of replacement, reconfigured or additional landscaping by the ARC does NOT constitute an approval by applicable state, county and municipal agencies. The Owner is solely responsible for compliance with such requirements.**

Removal of existing improvements: No improvements existing on the Real Property or any Lot may be removed without written approval by the ARC.

Unit owner responsibility for damages to common areas: The Owner is solely responsible for the conduct of any and all workers, service providers or contractors working on the property and shall be equally accountable for any damages to common property or the public thoroughfare caused by such workers, service providers or contractors.

Compliance with jurisdictional governing statutes, codes and ordinances: The Owner is solely responsible for compliance with all applicable state, county and municipal laws, ordinances and codes.

Household Pets: Owners may keep and maintain a maximum of two dogs, two cats or one dog and one cat **except that** no dogs or cats may be bred upon the property for commercial purposes. For household pets maintained on any Lots, the following restrictions apply at all times:

- Pets must be restricted to the Owner's Lot and not permitted to go free under any circumstances. Pets may be permitted outside of the house located on a Lot in a fenced in back yard so long as the fence is secure enough to contain the pet. In all

other circumstances, pets must be on a leash and governed by a person who is capable of controlling the pet.

- Pets must not be permitted to wonder onto another Lot without the Owner's express permission.
- Pets may be walked on the streets or common areas on a leash but must be controlled in such a manner that such pets do not enter the Lot of another Owner.
- All feces deposited upon the public thoroughfare or the common property by any pet must be immediately collected and disposed of in the proper manner by the person then governing the pet. In the event that the person governing any pet does not immediately collect and dispose of pet feces in the proper manner, the Owner of the Lot where the pet is maintained shall be responsible for the immediate collection and disposal of pet feces.

Livestock: No animals other than household pets as described in the paragraph above may be kept or maintained on Lots or the Real Property at any time.

Signs: No signs of any kind are permitted on Lots **except** as permitted by Florida Statutes or by these Rules and Regulations. One professional quality sign, not to exceed five (5) square feet in size may be displayed in a neat and tidy manner to announce a house sale or rental and professionally constructed commercial signs (not to exceed four (4) square feet in size) may be placed on the property for each vendor (i.e., painters, roofers, contractors engaged by the owner to install approved outside alterations to the Lot) performing contracted jobs on a Lot; provided, however, such signs must be removed upon completion of the vendor's work. Political signs of any type are strictly prohibited.

Nuisances: No activity may be engaged in or on any Lot or the Real Property that would serve to diminish or degrade Owners' right to quiet enjoyment of their Lots or the Real Property or to create a danger or potential danger to residents and their families. Nuisances, annoyances or dangerous conditions may include, but are not limited to, the following:

- The conduct of a commercial business upon a Lot.
- Loud noises from whatever source.
- Loud music played on car radios, boom boxes or by musical instruments.
- Speeding on the public thoroughfare.
- Operating cars, trucks or motorcycles with loud mufflers upon a Lot or the public thoroughfare.
- Strong or offensive odors emanating from a Lot.
- Loud, excessive or continuous barking or other noises made by household pets wherever they are maintained on a Lot.

Lot Maintenance: All Owners within Twin Lakes Subdivision must maintain their Lots in a neat, clean and tidy manner at all times so as not to create an **eyesore** in the neighborhood. An eyesore may be interpreted as a condition existing on a Lot that would create an unsightly appearance and thus diminish the value of the Lot, the Lots in the

vicinity and the aesthetic value of the community. Examples of what may, in the sole discretion of the Board of Directors, be considered an eyesore include, but are not limited to:

- Parking vehicles on the easements or front lawn;
- Parking of commercial vehicles on Lots;
- Parking of utility vehicles, trailers or commercial trailers on the Lots;
- Appearance of uncontrolled weed growth in the lawn;
- Appearance of weeds in the beds;
- Failure to edge along sidewalks, driveways and street;
- Grass over 4 inches high;
- Failure to maintain lawn (dirt areas - dead areas - weeds);
- Parking of boats, boat trailers or boats and trailers on the Lots. Boats on the Lots include kayaks, canoes, jet skies, aluminum fishing boats, etc.;
- Failure to mulch beds regularly;
- Failure to maintain the landscaping;
- Failure to trim and maintain shrubs;
- Failure to trim and maintain trees; and
- Parking vehicles in the street.

REQUIRED DISCLOSURE:

Chapter 720, Florida Statutes requires the following notice in all sales transactions involving a home that is subject to a homeowners' association. While the owner(s) of property must ensure that each purchaser receives this disclosure, practically, this never happens. This provision is being added to make owners of property within the Twin Lakes Subdivision community aware of their obligation to provide prospective purchasers of such property with the disclosure summary noted below. Prior to providing the disclosure summary noted below to any prospective purchaser of property in the Twin Lakes Subdivision, each owner should review Chapter 720, Florida Statutes to ensure that the disclosure summary they are providing complies with current Florida law.

DISCLOSURE SUMMARY FOR TWIN LAKES SUBDIVISION

AS PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION. THE NAME OF THE HOMEOWNERS' ASSOCIATION IS TWIN LAKES SUBDIVISION ASSOCIATION, INC.

THERE ARE RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY. THE RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY, WHICH MAY HAVE BEEN AND MAY BE AMENDED FROM TIME TO TIME, WERE INITIALLY RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AT O.R. BOOK 1751, PAGES 0645 THROUGH 0680.

YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, WHICH ARE SUBJECT TO PERIODIC CHANGE. THE CURRENT AMOUNT IS \$ _____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.

YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

IF YOU HAVE QUESTIONS OR NEED CLARIFICATION OF ANY DOCUMENT PROVISIONS, YOU SHOULD SEEK THE ADVICE OF LEGAL COUNSEL.

DATE: _____

PURCHASER: _____

PURCHASER: _____

THE FOREGOING DISCLOSURE SUMMARY MUST BE PROVIDED TO PROSPECTIVE PURCHASERS OF PROPERTY IN THE TWIN LAKES SUBDIVISION COMMUNITY PURSUANT TO SECTION 720.401, FLORIDA STATUTES. IF A PROSPECTIVE PURCHASER HAS NOT BEEN PROVIDED WITH THIS SUMMARY PRIOR TO EXECUTING A CONTRACT TO PURCHASE PROPERTY IN THE TWIN LAKES SUBDIVISION COMMUNITY, THE PROSPECTIVE PURCHASER MAY VOID THE CONTRACT WITHIN 3 DAYS AFTER RECEIPT OF THIS SUMMARY OR PRIOR TO CLOSING – WHICHEVER EVENT FIRST OCCURS - BY DELIVERING TO THE SELLER, SELLER'S AGENT OR REPRESENTATIVE, WRITTEN NOTICE OF THE

PROSPECTIVE PURCHASER'S INTENT TO CANCEL. ANY PURPORTED WAIVER OF THIS RIGHT HAS NO EFFECT. THE PROSPECTIVE PURCHASER'S RIGHT TO VOID THE CONTRACT TERMINATES AT CLOSING.