



Tamarind Gulf and Bay Condominium Association

Tamarind Gulf and Bay Rules and Regulations

Revised 11/21/2024

The Association Board of Directors, aided by the Property Manager, has the responsibility of supervising the interests of the unit owners and maintaining the properties for the use and enjoyment of all. We desire congenial, peaceful living. To have this, we must recognize the need for concern and consideration for others. We believe that Tamarind Gulf and Bay is the most prestigious condominium on Manasota Key, and we, the owners, are dedicated to keeping it that way. Your careful attention and compliance with the Rules and Regulations are expected.

DEFINITIONS

OWNER Unit owner shall mean only persons who own a fee-simple interest in a unit and their immediate family. The term "unit owner" does not include maintenance personnel, business partners, friends or employees of unit owners. If a unit is owned by a corporation or other entity, the "unit owner" shall be deemed to be the officer, director, partner or trustee authorized by the said entity to reside in the unit.

TENANT/LESSEE/RENTER Any person(s) occupying a unit when the owner is not in residence shall be considered a tenant/lessee/renter and must have an approved Rental Application. A tenant/lessee/renter who properly occupies a unit shall, for their period of occupancy, be deemed the "unit owner" and assumes the owner's rights and responsibilities except where noted. Note: Money does not need to be exchanged to be considered a tenant/lessee/renter.

GUEST A social guest is a person invited by a unit owner to socialize with the unit owner while the unit owner is in residence at the condominium. Social guests shall be permitted to use the common elements and recreational facilities of Tamarind Gulf and Bay. Any individuals occupying a unit while the unit owner is not in residence at the condominium shall be deemed renters or lessees whose occupancy must be approved pursuant to the provisions of Article XII of the Declaration of Condominium.

1. **Responsibility.** Unit owners are responsible for condominium property misused by them, their families, tenants or guests and for all actions of their guest(s) at all times. Damage or defacement of any property or violation of rules will be directly chargeable to unit owners. Tenants and guests must comply with all provisions of these Rules and Regulations and of all provisions of the Declaration of Condominium and other condominium documents. Tamarind Condominium Association may terminate occupancy of families, tenants and/or guests and require a unit holder to cancel the lease and effect removal for any of the following causes:
 - Misrepresentation in the Application
 - Obnoxious, lewd or offensive conduct
 - Creating a nuisance
 - Abuse of property
 - Use of illegal narcotics

- Disregard of Rules and Regulations of Tamarind Condominium Association or of any applicable governmental requirements or regulations.
2. **Guest Use of Premises.** The unrestricted use of the condominium's common elements and recreational facilities by guests of unit owners or tenants has and does infringe on the rights of unit owners and renters to use the condominium's facilities. For the purpose of regulating the use of the common elements and facilities of Tamarind Gulf and Bay Condominium by guests, the Board has determined the following Rules are reasonable and necessary to preserve the health, safety and beneficial use of the condominium property.
- All overnight guests must advise the Manager and may park in the visitor parking areas after obtaining a parking tag.
 - The maximum number of social guests a unit owner may invite to use the facilities, and common elements shall not exceed eight (8) at any time unless prior approval for a greater number is obtained in advance and in writing from the Board of Directors of the Association.
 - The unit owner inviting the guest must assure the Association the guest or guests are familiar with the Tamarind Rules and Regulations.
 - Because units may be used only as a single-family residence pursuant to Article XI.A of the Declaration of Condominium, social guests shall not be permitted to reside in a unit for a period of more than 14 days.
3. **Rental Application.** Forms are available from the Manager or the Tamarind website and must be completed and submitted by the owner or authorized agent.
- Each lease or rental must be for a minimum of two (2) weeks.
 - The application must be completed and submitted by an owner or an owner's authorized agent at least two (2) weeks in advance of arrival.
 - Advance approval by Management is required for the rental or lease of a unit.
 - Potential renters may be required to pass a background check.
 - Occupancy is to be only for the people named on the rental application.
 - A lease or occupancy shall not be approved until and unless all assessments are current
 - All guests must be informed, in advance of their arrival, that these Rules and Regulations apply to everyone using the premises. Infractions of these Rules and Regulations can and will result in fines for each occurrence of up to \$100.00 per infraction being assessed against not only the individual violating the Rules or Regulations, but also against the unit owner.
4. **Parking.** There are 3 types of parking at Tamarind: Resident, Day Use, and Overnight Guest.

Resident parking: Owners and tenants [who have owners parking privileges while renting].

- All vehicles parked on the property overnight must display a parking permit
- Owners may obtain a parking sticker at the Association Office.
- Tenants are to obtain and display a hangtag with Unit # and expiration date from the property manager.
- Parking is restricted to two (2) vehicles per unit.
- Residents must park in their assigned covered parking space and may use a visitor space for their second vehicle as available.
- Owners/Tenants that are unable to park in their assigned parking space may be assigned an alternate location by Property Management (with Board approval and subject to availability).

Day Use parking: Guests and/or contractors not parked overnight.

- Must park in visitor spaces on a first come first served basis and may not be in a visitor spot overnight.

Guests: Guests staying overnight but not longer than 14 days

- Must obtain and display a hangtag from the Property Manager with unit number and departure date.
- Must park in a visitor space.

General Parking Rules:

- All vehicles on Tamarind property must be in operating condition, appearance must be properly maintained, and registration and tags must be current.
- Vehicles may be covered using only a cover specifically designed for that purpose.
- A key must be furnished to the Association office for any vehicle left on the property during the resident's absence.
- Owners must remove all vehicles from the property when renting their unit.
- The displaying of Commercial or For Sale signs on any vehicle is prohibited.
- Dual axle trucks, commercial trucks, camper trailers, Class A and Class C motor homes, trailers, boats, boat trailers, personal watercraft and personal watercraft trailers and all other marine vehicles are not permitted to be parked on the property overnight, except service contractors' vehicles who are actively providing services to the condominium property.
- Loading zones are marked and are restricted to 15-minute parking.
- ADA parking in front of the Clubhouse is for Clubhouse functions or on a short-term basis only; overnight and long-term parking are prohibited.

5. **Maintenance of Appliances and Fixtures.** The Association has deemed it necessary to establish and set maintenance standards and guidelines as permitted pursuant to Section XVII.A(4) of the Declaration of Condominium unless otherwise approved by the Board of Directors of the Association.

- The water supply main valve to each unit must be shut off when no one is in residence for more than 72 hours.
- It is recommended that items with the potential for water leakage be replaced prior to the expiration of their useful lives or warranty periods – whichever is longer. (Water heaters -12 yrs., air-conditioning systems -15 yrs. and toilet fixtures - 27 yrs.)
- The Association is not responsible for any subsequent damage to or cost of repairs to units due to the failure of any appliance or plumbing fixture contained within a unit.
- The Association will not act as a claim resolution broker between parties, and all claims should be directed to each homeowner's personal insurance company.
- In the event the foregoing items are not replaced or are not properly maintained, the Association may make such repairs or replacements to assure the safety of the condominium property and to prevent damage to the common elements of the condominium and/or other units. Any such repairs or replacements shall be at the expense of the owner of the unit to which the repairs or replacements are made.

6. **Noise.** Sound-making equipment, including radios, TV, ipods, etc. shall be audible only in the respective unit. This includes porches, decks and lanais. Radio, phones, ipods, etc. may be used in the swimming area with the use of earphones only. No excessive noise shall be permitted, especially between the hours of 10:00 PM and 8:00 AM.

7. **Personal Belongings** (trash, bicycles, kayaks, rafts, beach equipment, towels, beachwear, etc)

- All personal belongs must be stored inside your condominium.

- The halls, stairwells, balconies, patios and the condominium grounds are not to be used for storage of personal belongings.
 - When leaving for the season, you must remove all patio furniture, decorations and any other items from all patios and decks.
8. **Bicycles and Kayaks.** Racks are available for use only while in residence and not for storage.
- Bicycles and kayaks in the racks must be registered and tagged. Tags are available from the Property Manager.
 - Bicycles or kayaks left in racks when not in residence will be removed.
9. **Laundry Rooms.** Laundry facilities are to be used between the hours of 8:00 AM and 10:00 PM daily. Please wipe down the washer and dryer and clean out all lint filters after each use. Turn out the lights and close the entrance door.
10. **Barbecue Grills.** Charcoal grills are provided on both sides of the condominium property. Please clean grills after use and put out the fire. For safety reasons, the use of gas grills is prohibited. The use of charcoal grills on any patio, lanai or deck is prohibited. [See NFPA 1:10.11.7] The use of electric grills is permitted on patios and lanais. Open fires on the grounds, beach or parking area are not permitted.
11. **Recreational Facilities.**
- **Clubhouse.** (See Clubhouse Rules and Regulations, Addendum 1) Except for the purpose of using the Wifi system, the use of the Clubhouse and its facilities must be arranged through the Manager.
 - **Swimming Pool.** (See Swimming Pool Rules and Regulations, Addendum 2)
 - **Boat Docks.** (See Rules and Regulations for Boat Dock Use, Addendum 3)
12. **Grounds.** The Association maintains all grounds on the condominium property. Individuals are not to change these areas in any way.
13. **Public Areas.** All public areas (sidewalks, entryways, driveways, courtyards, stairways, landings, corridors, elevators, parking) are for the sole purpose of providing residents and guests with access to their condominiums and amenity areas. These areas cannot be obstructed in any manner by anyone at any time (no riding bicycles, no skateboards, roller skating or rollerblading, no playing, games or sports).
14. **Garbage and Recycling.** All garbage and trash must be contained in plastic bags, securely tied, and disposed of in the rubbish containers located at the north end of each parking area adjacent to the main road (N. Beach Road). Recycling bins are located in the trash container compound on the bay side of the property. (See Recycling Guidelines, Addendum 5)
15. **Toilets.** Do not flush anything in toilets except human waste and toilet paper.
16. **Elevators.** Children under 12 are not permitted to use elevators unless accompanied by an adult.
17. **Pets.**
- Only owners are allowed pets. Tenants and guests are not allowed pets of any kind.
 - Owners are limited to a maximum of two pets, which require access to the outside, such as cats and dogs.
 - All pets must be on a leash at all times when outdoors.

- Owners are responsible for cleaning up dog and cat droppings left on the grounds. No dog run is provided for this purpose, but owners are encouraged to use the perimeter of the property for their pet's needs.
- Service animals are allowed as defined by Florida law. [See <https://www.flsenate.gov/laws/statutes/2012/0413.08>]
- Tenants with a Service animal must notify and obtain approval from the Property Manager.
- Emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition of service animal.
- A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

18. No Smoking.

Smoking is prohibited in, on or about the following areas of the property:

- All areas providing owners, residents and guests with access to the condominium units including, without limitation, unit entryways, landings, hallways, corridors, stairways, stairwells, sidewalks and elevators,
- Laundry rooms and facilities.
- Swimming pool area.
- Clubhouse.

“Smoking” means without limitations, inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe, or any other products/devices containing legal or illegal substances. Any owner who rents, leases or allows anyone to occupy their unit, shall disclose to all persons within the unit that smoking is prohibited in the areas set forth above.

19. Hurricanes. Remove all potential projectiles from outdoor areas. Evacuate if required. (See Hurricane Guidelines, Addendum 6)

20. Additions, Alterations and Repairs. (See Architectural Guidelines, Addendum 4) All additions, alterations and structural repairs, except for the interior of units, are the responsibility of the Association. No work of any kind is to be done on the exterior building walls, interior boundary walls, balconies or terraces, without the approval of the Association. The Property Manager must be notified of all exterior repairs/replacements (A/C units, windows, doors, etc.) prior to commencement of work.

21. Security. Owners have the right to install a security camera that does not interfere with the reasonable, peaceful, and lawful use of the common elements by all members. Any camera installation shall be installed in a manner that minimizes the inadvertent capture of images beyond the intended purpose of securing the owner's property. All such installation locations must be submitted to the Architectural Review committee for review and approval prior to installation.

22. Administration. The responsibility for the administration of the Condominium lies with the Board of Directors. The Board has delegated day-to-day details to Sunstate Property Management. Any initial questions, requests, complaints should be addressed to the Property Manager. If satisfaction cannot be obtained, a written request should be made to the Board.

23. Fines and Penalties In the event of violation of these Rules and Regulations, the unit owner shall be immediately notified in writing that a violation exists. If within 72 hours the violation has not been

corrected or written notification of intent is not received from the owner, the unit owner shall be assessed a fine of Twenty Five Dollars (\$25.00), of which said fine shall be levied on the basis of each day of a continuing violation to a maximum of \$1000.00 as provided for in Florida Statute, the imposition of which shall not limit the remedies of the Tamarind Condominium Association in taking additional action, including action to enforce compliance with these Rules and to prohibit future violations thereof. See pages 13 and 14 of the Bylaws for clarification.