

TOLLGATE COMMERCIAL PARK CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

A copy of the Amended and Restated Declaration of Condominium of Tollgate Commercial Park Condominium Association are available from your TITLE COMPANY.

Effective April, 2021, the following rules and regulations are being adopted in an effort to continue to maintain the association and association property in a manner that will best maintain the value and usability of and for the unit owners, their guests, etc.

1. ***All sales contracts and leases*** are to be approved by the association. And a signed copy of the rules and regulations will be required to be maintained in the office of the Management company for every new owner and tenant.
2. Each Unit owner and Tenant is required to provide a copy of their business license within 30 days of occupying a unit. If the owner or tenant intends to use the unit for storage purposes, a certification will be required to be signed stating that and to be held in the records of the association with the management company.
3. Any vehicles parking in the grass will be towed without notice. Upon a second violation, a \$50 fee per incident will be charged to the unit owner for repair of the grounds. It will be the unit owner's responsibility to notify their tenants.
4. Pursuant to the Declaration of Condominium, paragraph 12.4.3: Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association, and shall be white, off-white, or beige in color and such colors must be approved by the Association prior to installation.
5. Pursuant to the Declaration of Condominium, paragraph 12.4.4: Building Exterior. No Unit owner shall paint, decorate or change the appearance of any exterior portion of the building or the Common Elements, or place advertisements, posters, or signs of any kind on the building exteriors or on any part of the Common elements, including exterior doors and overhead garage doors, without the prior written approval of the Association.
6. Pursuant to Declaration of Condominium, paragraph 12.5.2: Hurricane/Storm Shutters. For the purpose of uniformity and exterior appearance of the Units and building, the Board of Directors of the Association shall adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium, which may be installed on exterior doors and windows in compliance with applicable building codes. No storm shutter

except of the models, colors and styles adopted by the Board of Directors shall be used in or upon the Condominium Property.

7. Pursuant to the Declaration of Condominium, paragraph 12.7: Negligence; Damage Caused by Condition in Unit. Each owner shall be liable for the expenses of any maintenance, repair or replacement of Common Elements or personal property made necessary by his act or negligence, or by that of any of his guests, employees, agents, or Tenants. Each Unit owner has a duty to maintain his Unit and personal property therein in such a manner as to prevent foreseeable and reasonably preventable damage to common elements or the property of other owners and Tenants. If any condition, defect, or malfunction existing within a Unit, resulting from the Owner's failure to perform this duty, shall cause damage to the Common Elements or property within other Units, the owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs or repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread to the Common Elements or to other Units.
8. Pursuant to the Declaration of Condominium, paragraph 12.8: Association's Access to Units. The Association has an irrevocable right of access to the Units during reasonable hours for the purposes of maintaining repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to the Common Elements or to one or more Units. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of Tenants to privacy and freedom from unreasonable annoyance, as well as the appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If a Unit owner alters any lock or installs a new lock the Unit owner shall immediately provide the Association with a key.
9. Pursuant to the Declaration of Condominium, paragraph 13.1: Units. Each Unit shall be used and occupied for commercial warehouse, storage, and related office and reasonably related commercial purposes, or in accordance with the uses approved for the Unit or for such other lawful purpose as may be approved by the Association, and shall be used only for purposes which are consistent with and appropriate to the design of the building, and for which adequate ventilation, plumbing, parking and similar and related facilities exist. No Unit may be occupied as a temporary or permanent residence or for any residential purpose.
10. Pursuant to the Declaration of Condominium, paragraph 13.1: In the event of any use of a Unit which may be approved by the Association but which would also increase in any way the cost of insurance upon the Common Property paid by the Association, the owner of the Unit requesting such use shall agree to pay all such insurance increases arising from such

use on or before the dates due, as a condition prerequisite to such use and continuation of such use, and the same shall be specially assessed against such owner of his Unit for the duration of such use.

11. Pursuant to the Declaration of Condominium, paragraph 13.3: Rentals of Units. Owners of Units shall be entitled to rent or lease their respective Units from time to time as they wish, for such term or period of time, and upon such terms and conditions as the respective Unit owners may determine, provided that in any event, any rental or use arrangement must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the Articles and By-Laws of the Association, and all terms and conditions of the Master Declaration, as well as all pertinent rules and regulations adopted from time to time. Only entire Units may be rented or leased, and no owner shall be permitted to rent or lease less than an entire Unit. In addition, Unit owners and Tenants shall in all respects comply with provisions of state and local laws and ordinances in connection with rentals and leases of Units. Unit owners shall be responsible for advising Tenants of applicable rules and regulations pertaining to use of the Condominium Property, as adopted from time to time.
12. Pursuant to the Declaration of Condominium, paragraph 13.5: Signs, Advertising. No owner or Tenant of a Unit shall place or maintain any advertising matter visible from the exterior of his Unit, or install any sign, awning or canopy, decoration, lettering, or advertising matter or other thing of any kind on any exterior door, wall or window of the Common Elements or Limited Common Elements without the written approval of the Association.
13. Pursuant to the Declaration of Condominium, paragraph 13.7: Insurance. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the cost of insurance upon the Condominium Property.
14. Pursuant to the Declaration of Condominium, paragraph 13.8: Pets. No pets, animals, livestock or poultry of any kind, including common household pets, shall be raised, bred or kept in any Unit or on the Common Elements at any time. No pets of any kind shall be permitted upon the Condominium Property at any time.
15. Pursuant to the Declaration of Condominium, paragraph 13.9: Rental and For Sale Signs. No signs advertising the rental or sale of Units or other signs of any nature may be posted on the Condominium Property, including building exterior or doors and windows of the Units, without the prior written approval of the Association.
16. Pursuant to the Declaration of Condominium, paragraph 13.10: Exterior Improvements. No Unit owner shall cause anything to be applied or attached to, hung, displayed or placed on the exterior walls, doors or windows of any building (including awnings, antennae, signs, screens, fixtures and equipment) without the prior written consent of the association.
17. Pursuant to the Declaration of Condominium, paragraph 13.12: Parking. Automobiles, commercial vehicles, trucks and trailers shall only be parked in areas designated by the Association. Whether by owner, tenant, visitor, guest, or any other

person, there shall be no overnight parking on the Condominium Property of commercial trucks (other than passenger vans, personal pick-up trucks and sport utility vehicles), trailers, truck cabs, boats or boat trailers, recreational vehicles or trailers, campers, or similar vehicles or attachments/accessories. Such vehicles and trailers, however, may be parked within closed Units. No vehicular repair or maintenance shall be performed on the Condominium Property except for emergency repairs sufficient to either start or tow a vehicle therefrom, or within a closed Unit. No vehicle may be parked in the outdoor parking areas for longer than five (5) days; the Association shall have the right to remove a vehicle parked for longer than five (5) days. The cost of removal of any vehicle violating these provisions shall be charged as a special assessment against the owner causing or allowing, or whose Tenant caused or allowed, said vehicle to be parked. The Association and its officers are directed to enforce this provision uniformly and actively, pursuant to Section 14 herein.

18. Pursuant to the Declaration of Condominium, paragraph 14.4: The provisions of these Rules and Regulations shall be enforced by such means as the Association deems necessary and appropriate, including a recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50 per violation (each day of a continuing violation may be considered a separate violation). Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for Common Expenses. Particular or repeat violations which may occur on a continuing basis may be determined to be daily violations upon resolution of the Board of Directors)
19. Pursuant to the Declaration of Condominium, paragraph 15.10. Assessments and installments not paid on or before ten (1) days after the date due shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law.
20. All parking / vehicles must fit into parking lines.

ALL PARKING IS COMMON AREA, EXCEPT STRIPED AREA AND HANDICAP PARKING, EACH UNIT HAS THREE (3) UNITS OF PARKING, IN COMMON AREA. STRICTLY ENFORCED.

NO JOB SITE WASTE IN COMMUNITY WASTE CONTAINERS

Waste containers are locked, and must stay locked, the cost of removal for violating these provisions shall be charged as a Special Assessment against the Owner causing or allowing, or whose Tenant caused or allowed said violation of provision.

Buyer/Tenant Signature

Date

Printed Name

Buyer/Tenant Signature

Date

BOARD APPROVAL

Board Member

Date

Printed Name