

Pine Ridge at Lake Tarpon Village I

RULES & REGULATIONS

Amended: October 21, 2015 Board Meeting

Effective: 03/27/08

Pine Ridge at Lake Tarpon Village I is an association operating with its corporate documents which are filed with Pinellas County, State of Florida, and as a corporation in the State of Florida. Condominiums 1 and 2 are under the jurisdiction of Florida Statute 718, the Division of Business and Professional Regulations, and the Bureau of Condominiums. Unit Owners, their tenants, and the guests or invitees of either, are required to follow the provisions of the Condominium Documents and the Rules & Regulations that are promulgated by the Board of Directors.

Members and persons residing or visiting within this community must understand it is their responsibility to comply with the DECLARATION OF CONDOMINIUM, the BY-LAWS, and these RULES & REGULATIONS. The Association, its Board of Directors, and Management are empowered to enforce the provisions of these documents. (Refer to DECLARATION OF CONDOMINIUM, Section 8.4, POWERS OF THE ASSOCIATION.

SECTION 1. TRANSFER/SALE/LEASING OF A UNIT IS SUBJECT TO APPROVAL

_____ All transfers of ownership, lease or use of a condominium unit, are subject to the approval of the Association. All such transactions require application for approval being submitted with a \$100.00 Transfer Fee payable to Pine Ridge At Lake Tarpon Village_I and an orientation as specified by the Association. The Association is permitted fifteen (15) days to approve or disapprove any application. Please submit applications in a timely manner. [Ref: Dec.12.1]

_____ The Sale of a unit requires the submission of an "Application to Purchase," completed by the purchaser(s), the transfer fee, and a copy of the sale contract. These must be submitted to the Association not less than 15 days prior to closing. All prospective owners shall attend an orientation as specified by the Association prior to the closing. Current residents who change location or purchase new or additional residences are exempt from orientation but not the application and application fee for Association approval. Upon the closing of the sale the Association must be furnished with either a copy of the closing statement or warranty deed. [Ref: Dec.12.1]

_____ No Unit Owner may dispose of a Unit or any interest in a Unit by lease without prior written approval of the lessee by the Association or by an authorized agent of the Association. No lease may be made for less than a period of three (3) consecutive months nor shall any transient accommodations be provided. Neither the Association nor its agent shall approve more than one (1) lease per unit in any twelve (12) month period. No Unit may be leased during the first two (2) years of ownership. [Ref: Dec.12.1]

_____ All Leases, including Seasonal Leases (90 to 180 consecutive days) shall be in writing. A copy of the lease, a completed application form provided by the Association, and a transfer fee of One Hundred Dollars (\$100.00) or such other amount as may be determined by the Board from time to time, as permitted in the Condominium Act, as it may be amended, shall be provided to the Association not less than fifteen (15) days prior to the proposed start of the lease and in any event, not less than fifteen (15) days prior to the first date of occupancy by the tenant. The approval process may include a personal orientation meeting or interview conducted by the Board of Directors or by its authorized agent. [Ref:Dec.12.1]

_____ All **yearly Lease Renewals** must be submitted to the Association at least thirty (30) days prior to the expiration of the current lease. Approval or disapproval of all renewals will be subject to a review of the files. All present, past, or continuing violations of the Association's governing documents will be

considered. If a tenant has more than three (3) violations during the past year the Association will not approve the renewal.

_____ Family members purchasing a unit for another family member to live in will require an application, application fee, and attendance to an orientation from the family member that is purchasing AND an application, application fee, and attendance to an orientation from the family member who will be residing in the unit in accordance with applicable law.

_____ All roommates of owners, friends or non-immediate family that move in with the current resident must have a signed rental lease agreement through the current rental lease agreement period and must be approved by the Association. They must submit to the Association an application with application fee and attend an orientation as specified by the Association within thirty (30) days of moving in. A letter from the current owner stating that the individual will be living with them must accompany the application.

_____ Immediate family members that move in with a current resident must be approved by the Association. They must submit to the Association an application with application fee and attend an orientation as specified by the Association within 120 days of moving in. A letter from the current owner stating that the individual will be living with them must accompany the application.

_____ If two individuals are purchasing or leasing and they are not legally married, each applicant MUST submit a separate application, application fee, and attend an orientation.

_____ Application MUST have current address, telephone number, social security number, driver's license number, and bank accounts. If any question is left blank, the application may be returned, not processed or not approved. Any missing information will cause delays in processing your application. ONLY the applicants are authorized to sign all forms. Any misrepresentation or falsification of information may result in an applicant's disqualification and possible eviction by Association.

_____ If an applicant is going to have a pet, a veterinarian's proof of weight and current vaccinations must be submitted with the application. Failure to do so will result in the pet not being approved to live on property. [Ref: Dec.9,(g)]

_____ **Residential Occupancy** is restricted to no more than three (3) persons in a one-bedroom unit, four (4) persons in a two-bedroom unit and not more than five (5) persons in a three-bedroom unit or a two bedroom with den unit.[Ref: Dec.9.(a)]

_____ Any owner delinquent in the payment of the assessments may be subject to legal action that will permit any revenue from the rental of their unit to be paid to the Association.

_____ Applicants must inform office of new local telephone number after moving in.

_____ When tenant(s) move out, it is the responsibility of the Unit Owner or its Agent to notify the Association of the vacancy.

SECTION 2. USE OF UNIT AND COMMON PROPERTY

_____ **The Association reserves the right to deny the use of any Recreational Facility to anyone who does not comply with the Recreation area rules and regulations.**

_____ The Unit Owner gives up the right to the use of all Common Elements if the Unit Owner does not live in the unit and has a tenant.

_____ No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything to be done that will interfere with the rights, comforts or convenience of others. In accordance with Pinellas County law, it shall be unlawful to create or permit to be created any noise that exceeds 55 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 40 dBA during the hours between 11:00 p.m. and 7:00 a.m. daily, measured from a neighbor's dwelling.

_____ No soliciting is allowed on condominium or association property except by permission of the office to put on bulletin board at the clubhouse.

_____ Recreational Areas are for the use and enjoyment of the owners and residents of the Community. The Association does not provide any supervision or attendants at any of these Areas, and all use is strictly at the risk of the user. The Recreational Areas are the clubhouse, the tennis court (for tennis only), the swimming pool, Jacuzzi, pool deck, and the shuffleboard court area. Children under the age of 16 must be accompanied by an adult when on the tennis courts or in the pool, Jacuzzi or shuffleboard court areas. In addition, residents may use the grassy area adjacent to the shuffleboard courts; the grassy area in front of the Clubhouse, adjacent to the tennis courts; and the grassy area next to the road between Building 132 and 133 for recreational purposes. Parents and/or legal guardians are responsible for the supervision and behavior of their children. They are to ensure that activities are conducted in appropriate areas and the same activities do not create a nuisance. No playing or recreational activity shall be permitted elsewhere on the Common Elements (outside of designated areas) or in the streets. However, walking; jogging or bicycling may be done on the bicycle paths and streets. (NOTE: It is recommended for the safety of young children that they be accompanied by an adult if they are walking or riding in the street.) The Association may not be held liable for injury to minors whose activity is not appropriately supervised.

_____ No skateboarding, roller-blading, motorized scooters or skating is allowed on the property of Pine Ridge at Lake Tarpon Village I.

_____ Unit owners/residents shall not permit anything to be done or kept in the unit which will increase the rate of insurance on the condominium property or which will obstruct or interfere with the rights of, or annoy with unreasonable noise or activity, other unit owners, residents, or their guests. No person shall commit or permit any nuisance or illegal act in or about the condominium property.

_____ One domestic pet or animal may be kept or harbored on the Condominium Property or Unit so long as such pet or animal does not exceed twenty-five (25) pounds (in accordance to our By-Laws) in weight and does not constitute a nuisance. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. No pet shall be "tied out" on the exterior of the Unit or left unattended on the balcony or patio. All pets shall be walked on a leash not to exceed 6' in length, which is in the hand and under the control of the person walking the pet. No pet shall be permitted outside a Unit except on a leash in accordance to Pinellas County leash law. When notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose. The resident shall clean up all such matter as created by his pet outside such area.

_____ The personal property of all occupants shall be stored either within the condominium unit or in the storage spaces provided for such purpose. No resident may store any personal property on, or make use of, the balcony, porch or patio which is unsightly or interferes with the comfort and convenience of others.

_____ Family members purchasing a unit for another family member to live in will require an application, application fee, and attendance to an orientation from the family member that is purchasing AND an application, application fee, and attendance to an orientation from the family member who will be residing in the unit in accordance with applicable law.

_____ All roommates of owners, friends or non-immediate family that move in with the current resident must have a signed rental lease agreement through the current rental lease agreement period and must be approved by the Association. They must submit to the Association an application with application fee and attend an orientation as specified by the Association within thirty (30) days of moving in. A letter from the current owner stating that the individual will be living with them must accompany the application.

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_____ If two individuals are purchasing or leasing and they are not legally married, each applicant MUST submit a separate application, application fee, and attend an orientation.

_____ Application MUST have current address, telephone number, social security number, driver's license number, and bank accounts. If any question is left blank, the application may be returned, not processed or not approved. Any missing information will cause delays in processing your application. ONLY the applicants are authorized to sign all forms. Any misrepresentation or falsification of information may result in an applicant's disqualification and possible eviction by Association.

_____ No registered sexual offender, or registered sexual predator as reflected on the FDLE website on the date of decision by the Association on the application for approval of tenancy, and no person convicted in any jurisdiction of a second degree or higher felony within the last 10 years (the determination of what was a second degree or higher felony shall be determined by Florida law on the date of decision by the Association on that application) and no person convicted of dealing/selling drugs/narcotics or a crime of violence or a crime involving a firearm or a crime resulting in personal injury within the last 10 years or who was released from sentenced incarceration in any jurisdiction within the last 10 years following a conviction for any crime listed herein shall be approved. For purposes of this rule, all persons 18 years of age or older residing in the unit with a tenant shall be deemed to be a tenant."

_____ If an applicant is going to have a pet, a veterinarian's proof of weight and current vaccinations must be submitted with the application. Failure to do so will result in the pet not being approved to live on property. [Ref: Dec.9,(g)]

_____ Residential Occupancy is restricted to no more than three (3) persons in a one-bedroom unit, four (4) persons in a two-bedroom unit and not more than five (5) persons in a three-bedroom unit or a two bedroom with den unit.[Ref: Dec.9.(a)]

_____ Any owner delinquent in the payment of the assessments may be subject to legal action that will permit any revenue from the rental of their unit to be paid to the Association.

_____ Applicants must inform office of new local telephone number after moving in.

_____ When tenant(s) move out, it is the responsibility of the Unit Owner or its Agent to notify the Association of the vacancy.

_____ Every guest is expected to follow all of the Association's Rules and Regulations, and comply with the Governing Documents. Owners of units are responsible for the activities and actions of their guests. Violations of our Documents by a guest will result in legal action against the Owner of the unit. Guests who have violated the Documents will not be permitted to return to the Community. Guest vehicles which are not properly on the property are subject to being towed for trespass.

_____ Guests of absentee owners must register with the Association Office upon first business day after arrival.

_____ No resident shall direct or supervise any employee of the association or management. **All work orders must be submitted in writing to the Association Office.**

_____ There is no swimming, boating, or fishing, or any recreational activity permitted in or on the water bodies.

_____ There shall be no feeding or harassment of any wildlife on Common Property. This specifically includes, but is not limited to the feeding of squirrels, herons, alligators, fish and ducks from the common ground areas. However, bird feeders are permitted provided the bird feeder must be a squirrel proof feeder pending approval by completing the landscaping control policy form and written approval from management. Bird feeders can only be hung from a tree no less than six (6) feet from the ground. No poles allowed on common property or bird feeders placed on the buildings. Owner(s) of bird feeder is responsible for clean up at management discretion, otherwise bird feeder will be removed without notice. Any problems with other wildlife interfering with bird feeder will automatically be removed at management discretion.

_____ The sidewalk, entrances, passages, stairways and all other Common Element and the Association Properties must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises.(By-Laws 11.3(a))

_____ Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his patio or balcony prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. (By-Laws 11.3(o))

_____ Guidelines for replacement of front door hardware: Door knobs and dead bolts must match in color and style. Allowed color: antique brass and brushed nickel. Allowed hardware: round knob variety. ADA (American Disabilities Act) Compliant Door Hardware is acceptable. Door lever mechanisms and U-shaped handles only. Allowed color: antique brass and brushed nickel. No other door handle and dead bolt lock will be permitted.

_____ The operation of drones (defined in section 934.50 Florida Statutes), including radio controlled flying objects, over, on, or in the Common Elements of the Condominium is prohibited, except that properly licensed drones used lawfully by outside parties for commercial purposes, to the extent authorized in writing by the Board of Directors or its designee upon proof of insurance acceptable to the Board of Directors and proof of licensure and then only in connection with the operation and management of Condominium by the Association. Drone use for all other purposes is prohibited on or over the Condominium.

SECTION 3. VEHICLES & PARKING

_____ Pursuant to Section 4.3 of the Declarations of Condominiums specifically provides that each unit is entitled to the exclusive use of one (1) parking space. If there are two licensed drivers permanently occupying a unit, a second vehicle may be parked on common elements, this will include any police cars, other government agency vehicle, or other job related vehicles, but at no time may more than two (2) vehicles be registered to multi-driver units. The ratio of available parking spaces for each unit is **1.45: 1**.

_____ All vehicles of residents are to be properly registered at the association office and have affixed to the specified window a Pine Ridge at Lake Tarpon parking decal. Decals will be issued to new residents at orientation at a cost of \$1.00. Residents who sell or trade their vehicle must notify management the first business day after the transaction. When a different vehicle is obtained, the resident must purchase a new decal.

_____ Residents shall park their vehicle in their assigned parking space. Guest parking is to be used for any second vehicle of a unit or by visitors.

_____ Any vehicle parked in an assigned space without a parking decal, temporary or guest pass or with a parking decal without written authorization is subject to being towed **without notice** by the Recovery Company contracted with the Association. Any vehicle using a guest space overnight or longer that does not have a proper decal, temporary or guest pass is subject to being towed.

_____ Vehicle parking passes for guests staying overnight shall be issued by the association for not more than thirty (30) days. Any guest vehicle on the property between the hours of Midnight and 7:00a.m. is to be considered an overnight guest. Seasonal rentals shall be issued a parking decal upon orientation valid for the length of their rental agreement. All resident vehicles must display a valid parking decal.

_____ Vehicles that are illegally parked in front of dumpsters, on crosswalks, in "No Parking" areas, not in a parking space, or on the lawn are subject to being removed from the **without notice** by the Recovery Company contracted with the Association.

_____ No motorcycles, boats, trailers, and campers or like vehicles shall be left or stored on condominium property.

_____ Recreational vehicles less than twenty-one (21) feet and five (5) inches may be kept on the property if used by the owner on a **daily basis** for **normal** transportation. No other recreational vehicles, regardless of size, may be stored on condominium property nor parked on grass areas.

_____ Clean non-commercial pickup trucks and vans may be parked on the Condominium Property or Association Properties. Vehicles carrying tanks of propane fuel, oil, or other flammable/combustible materials or other unsightly debris are not permitted to be parked on the Condominium Property or Association Properties. Clean Commercial Vehicles (any vehicle displaying a name, phone number, and/or address) not exceeding the size of a normal pickup truck, van or automobile driven by a resident, may be parked on the Condominium Property or Association Properties provided that the vehicle is clean and all display of name, phone number, address, and advertising is covered while parked on these properties. "Clean" meaning free from encumbrances or unadulterated, such as, antennas, ladders, satellite dishes, etc.

_____ Any vehicle that cannot operate on its own power, does not have a current valid state registration, has expired license plates, does not have a current decal, does not have a guest pass, appears to be abandoned, or belongs to residents with more than one vehicle per person, shall not remain on the property for more than twelve (12) hours after receiving notice from the association or management.

_____No repair of vehicles, except minor emergency repairs, shall be made on condominium or association property.

_____Any vehicle towed due to a violation of these rules or the Association's documents is at the expense of the vehicle owner.

_____When parking, vehicles must be parked head-on so vehicle exhaust is away from the buildings.

_____Washing of vehicles is permitted in guest parking areas in the vicinity of the exterior hose bibs provided at the buildings. All hoses **MUST** have an automatic shutoff nozzle as per Pinellas County code.

_____All drivers must adhere to the posted 15 mph speed limit on Association Property. Speeds are randomly checked by radar.

_____All bicycles parked on Common Property must be registered with the Association office and display a bicycle decal.

_____Handicap parking space across from Clubhouse is for Clubhouse use only and has a four (4) hour time limit. The space may only be used by person(s) with a Handicap Permit.

SECTION 4. CLUBHOUSE RENTAL

_____The clubhouse rental shall be available for private parties by adult residents only. At all times, person(s) renting the facility shall be in attendance at the function and responsible for its clean and neat appearance. Private use of the clubhouse is **non-exclusive**.

_____Residents may use the premises for a private function, when it is not in use by the Association, Board of Directors or its committees, between the hours of 9:00 a.m. until 10:00 p.m. for a maximum of four (4) hours for the function. The function must end and clean up completed upon Clubhouse closing time. A function shall not be of a nature that the resident could have hosted it in their home.

_____Use of the kitchen facilities is restricted. If for any reason the fire suppressant equipment is discharged during a function the resident having use of the clubhouse shall be responsible for the costs of setting and recharging that unit.

_____A deposit of \$150.00 and a non-refundable use fee of \$50 have to accompany the written request for use of the clubhouse. The deposit will be returned no more than seven (7) days after the function provided the premises are left in their original or better condition. Should any damages occur; reasonable charges will be assessed and deducted from the deposit. Should the deposit be insufficient to cover the damages the resident will be assessed the difference.

_____Overflow parking for a large group **MUST** use the parking lot beside the shuffleboard court. The applicant will be responsible to insure compliance with this requirement or their guest's vehicles **WILL** be towed. Vehicles that are illegally parked in front of dumpsters, on crosswalks, in "No Parking" areas, not in a parking space, in a unit owner's assigned parking space, or on the lawn are subject to being removed from the property **WITHOUT NOTICE** by the Recovery Company contracted with the Association.

_____Guests attending clubhouse activities will not be entitled to use the pool facilities in conjunction with the usage of the clubhouse.

_____All requests for any social function and/or private party must be for a specific time and date and must be submitted to the Social Committee at least two (2) weeks prior to the function date. This Committee is responsible for approving and monitoring all functions. (NOTE: Emergency situations, i.e., bereavement, will be handled on a case by case basis.)

SECTION 5. POOL & TENNIS COURT RULES

_____ Recreational facility hours are 8:00 am until 10:00 pm daily.

_____ Any person who is incontinent or not fully potty-trained must wear appropriate waterproof clothing when entering or being carried into the pool.

_____ All persons must shower before entering pool or Jacuzzi.

_____ All children under the age of sixteen (16) must be accompanied by an adult resident who has responsibility for the minor child.

_____ No running or boisterous conduct permitted in or around the pool, deck area, Clubhouse or Tennis Courts.

_____ No pets, glassware, food, rafts, balls or Frisbees are permitted in pool or deck area. This does not apply to water wings, small safety rings, noodles, or devices to assist handicapped individuals.

_____ No lifeguard on duty. All persons using pool do so at their own risk.

_____ Wheelchairs and baby carrying devices are permitted in the pool area.

_____ No diving into the pool at anytime.

_____ Resident identification is required to be in pool. All guests must be accompanied by resident. I.D. must be shown to Management or any Board Member upon request.

_____ No drinking or smoking while in Jacuzzi or pool.

_____ No swimming or splashing in the Jacuzzi. Children under the age of sixteen (16) must be accompanied and supervised by an adult resident who has responsibility for the minor child.

_____ Smoking is prohibited around the pool except at the designated smoking area.

TENNIS COURT RULES

_____ Tennis Court is to be used for tennis only.

_____ All children under the age of sixteen (16) must be accompanied by an adult resident who has responsibility for the minor child.

_____ No one is permitted on the court without tennis shoes.

_____ No spectators, glassware, food or pets are permitted inside the fence.

_____ Resident identification is required to use the tennis court. All guests must be accompanied by a resident.

THE TERM RESIDENT, UNIT OWNER AND RENTER, IS SYNONYMOUS WHEN INTERPRETING THESE RULES & REGULATIONS.

WHAT YOU MAY THINK IS ACCEPTABLE AND PERMISSIBLE BEHAVIOR MAY NOT NECESSARILY BE SO. THE DECLARATION, BY-LAWS AND RULES AND REGULATIONS ARE THE GOVERNING FACTORS IN ALL QUESTIONABLE ACTS. ANYONE LIVING OR VISITING THIS COMMUNITY MUST UNDERSTAND IT IS THE RESPONSIBILITY OF THE BOARD OF DIRECTORS TO ENFORCE THE RULES & REGULATIONS OF PINE RIDGE AT LAKE TARPON VILLAGE I BY ALL LEGAL MEANS NECESSARY. **NEEDLESS TO SAY, THEY WILL BE ENFORCED.**

REVISED 10/20/15

YOUR SIGNATURE BELOW DENOTES THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE RULES & REGULATIONS OF PINE RIDGE AT LAKE TARPON VILLAGE I ASSOCIATION AND ARE AGREEING TO FOLLOW THEM.

ASSOCIATION RESERVES THE RIGHT TO DENY USE OF ANY RECREATIONAL FACILITY TO ANYONE AT ANY TIME FOR FAILURE TO OBEY ALL RULES AND REGULATIONS.

Owner/Tenant: _____
Date Unit #

Owner/Tenant: _____
Date Unit #

REVISED 10/10/15

**PINE RIDGE AT LAKE TARPON VILLAGE I
A CONDOMINIUM ASSOCIATION INC.
RENTAL REGULATION GUIDELINE
JULY 16, 2003**

The Board of Directors of the Pine Ridge at Lake Tarpon Village I Condominium Association Inc. adopted the following Rental Regulation guidelines on July 16, 2003.

- **Mission Statement:** “To implement fair and impartial rules in a non-discriminatory manner with regards to the rental of units in Pine Ridge at Lake Tarpon Village I Condominium Association Inc. in accordance with the amendment to the Declaration of Condominium effective December 27, 2002. Per the following criteria:
 1. Effective December 27, 2002: Not more than 40% of the units shall be rented or leased;
 2. Effective July 2004: Not more than 35% of the units shall be rented or leased;
 3. Effective July 2005: Not more than 30% of the units shall be rented or leased;
 4. Effective July 2006: Not more than 25% of the units shall be rented or leased;

If our current number of rentals is below the percentages listed above, it will not be necessary to utilize the lottery list. If the rentals reach the above percentages, all unit owners will be notified by mail that the lottery will be in effect.

- **Unit Categories:** All units will be identified by one of the following categories:
 1. PR Presently Rented
 2. AR Available for Rental
 3. OO Owner Occupied
 4. BLANK Must notify by mail as to status desired

Changes in status (AR to PR; PR to AR; OO to AR) to be updated as necessary. The Association must be notified in writing as to any status change. **NOTE: Non-notification within 30 days to be considered as OO.**

- **What Constitutes Start of Lease:** A unit may be leased, **one time per year**, based upon the start date that the previous lease commenced or 12 concurrent months of vacancy by a previous renter. If a lease is not renewed, the unit must to into the pool and cannot be rented again until availability through the rental pool.
- **How to Create the Rental Pool:**
 1. Members of the Rental Regulation committee will prepare the rental pool cards indicating building Number and Unit Number for all 440 units in Pine Ridge at Lake Tarpon Village I.
 2. The Secretary of the Corporation will sign a sworn affidavit verifying that all units are represented.

- **Lottery Procedure:**

1. The Notice of Lottery Drawing will be mailed 30 days in advance informing all unit owners of the time, date, and place of the lottery drawing.
2. All rental pool cards will be available for inspection 30 minutes prior to the drawing.
3. All rental pool cards will then be separated by the Rental Regulation committee and placed into an appropriate container for shuffling and drawing.
4. At the lottery drawing, four rental pool card collectors will be chosen by the association members who are in attendance. These four selectors will pull 110 rental pool cards each. Members of the Rental Regulation Committee will verify and record each card pulled. (No immediate family member of the Rental Regulation Committee may participate in the rental pool card selection.)
5. As the rental pool cards are selected and announced, the position number will be recorded on the card and two lists will be established at this time. One list will indicate the position number and unit number. A second list will indicate unit number and position number.
6. Once the list position is established by unit, it will never change. A new owner of a unit assumes the unit position of the previous owner.
7. The final lists will be certified in a sworn affidavit signed by the Secretary of the Corporation, as to the validity of the two lists.

- **Who Will Maintain the Rental Pool List:**

1. The rental pool list and rental updated status sheets will be kept and maintained by the Association management and will be available to unit owners upon request.
2. A copy of the certified final drawing list will be sent to all unit owners. This list should be kept with the unit owner's condominium documents.

- **Operation of the Eligibility List:**

1. The Rental Pool Eligibility List will operate in the order established by the lottery and status. When it is determined that the rentals have decreased below the authorized percentage per the amendment to the Documents, notices will be sent to the owners of units determined to be rentable ("eligible units") in accordance with the established list. **Note: It is the owner's responsibility to notify their agents of their position.** The minimum number of notices to be sent will be determined upon the vacancy rate. At no time will this minimum be less than 1% or four notices.

2. Owners so notified will be given 45 days, commencing five days after the date of a certified letter to rent their unit. If an “eligible unit” is not rented within the 45 days, it will remain “eligible” until the authorized percentage is met. After that period without rental of notified positions, the next available position(s) will be notified and be allowed 45 days to rent. This procedure to continue until open rental percentage is met.
3. A notified unit that did not rent will remain “eligible” and retain its list position as long as the unit is not rented. Such non-rented units may be called repeatedly during the operation of the Rental Pool List. Upon rental of you unit, your position number will not change.
4. However, once your tenant moves out, your unit will not be eligible for rental until the one-year anniversary of the previous lease and meets all the criteria of the Rental Regulation Guidelines. Such Rental Pool Eligibility List will continue indefinitely as long as there are members wishing to rent their units.