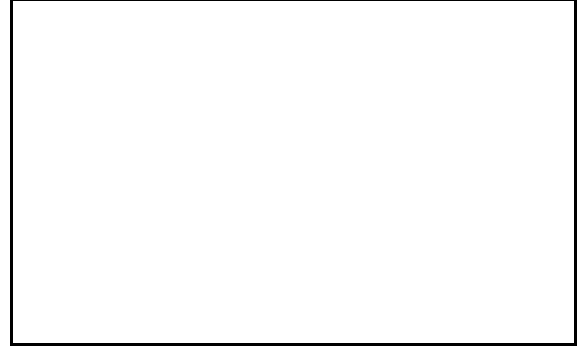


Prepared by and
when recorded return to:
Clinton S. Morrell, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP

101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600



**EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.
RESOLUTION AND CERTIFICATE OF AMENDMENT TO
RULES AND REGULATIONS**

WHEREAS, Eagle Palms Homeowners Association, Inc. (the "Association") is a nonprofit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Article XI Section 6 of the Declaration of Covenants and Restrictions for Eagle Palms Subdivision ("Declaration") as recorded at Officials Records Book 16310, Page 1760 of the Public Records of Hillsborough County, Florida, provides the Board of Directors of the Association (the "Board") with the authority to adopt rules and regulations governing the property subject to the Declaration in order to further implement and carry out the intent of the Declaration, the Articles of Incorporation, and the By-Laws; and

WHEREAS, the Association desires to amend existing Rules and Regulations;

NOW, THEREFORE, BE IT:

RESOLVED, that the Board hereby approves and adopts the amended Rules and Regulations attached hereto as **Exhibit A**. Except where specifically provided therein, the provisions of Exhibit A shall replace the association's prior enacted rules and regulations.

IN WITNESS WHEREOF, the Board of Directors of Eagle Palms Homeowners Association, Inc., at a duly noticed special meeting of the Board of Directors at which a quorum was present, held on the ____ day of _____, 2024, in the manner required by the Association's governing documents, has adopted the foregoing resolution.

[signature page to follow]

EAGLE PALMS HOMEOWNERS
ASSOCIATION, INC., a Florida nonprofit
corporation

By: _____

Print: _____

Its: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged by means of ☐ physical presence or ☐ online
notarization, before me this ____ day of _____, 2024, by _____ as
_____, of Eagle Palms Homeowners Association, Inc., a Florida nonprofit
corporation, on behalf of the Association, who are ☐ personally known to me, or ☐ have produced
_____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT A

Eagle Palms Homeowners Association, Inc. ***Rules and Regulations***

Adopted _____, 2024

The following Rules and Regulations have been promulgated by the Eagle Palms Homeowners Association, Inc.'s ("Association") Board of Directors (the "Board") pursuant to the authority granted by Section 720.304, Florida Statutes, and Article XI, Section 6, of the Declaration of Covenants and Restrictions for Eagle Palms Subdivision (the "Declaration") as recorded in OR Book 16310, Page 1760 of the Public Records of Hillsborough County, Florida and as amended. Article XI, Section 6, sets forth the applicability of these Rules and Regulations as follows:

The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants.

These Rules and Regulations have been formulated to provide criteria for consistent decisions by the Board and by the Architectural Control Committee, to provide guidance to Owners, occupants, lessees and invitees residing in or visiting Eagle Palms and to promote the health, happiness and welfare of residents. Except as specifically stated elsewhere herein, these Rules and Regulations shall replace all previously adopted Rules and Regulations. These Rules and Regulations, together with the Declaration, the Articles of Incorporation of Eagle Palms Homeowners Association, Inc., and the Bylaws of Eagle Palms Homeowners Association, Inc., all as amended from time to time, shall be referred to herein as the "Governing Documents."

ARTICLE I **UNIT SALES/TRANSFERS**

- 1.1 Sale/Transfer Approval. A Lot shall not be sold or any ownership interest therein transferred without submitting a sales application and obtaining the prior written approval of the Association's Board of Directors.
- 1.2 The Association shall approve all sale applications except those which are in violation of requirements set forth in the Governing Documents. The Association shall not be obligated to purchase or provide a purchaser where it denies a sale in violation of provisions of the Governing Documents. Notwithstanding the foregoing, the Association may disapprove a sale for any or no reason so long as it offers to purchase, or produces a purchaser, on the same terms as the disapproved sale.

- 1.3 Unauthorized Sale Void. Any sale or transfer of an ownership interest without the Association's prior written approval shall be void, unless subsequently approved by the Association.
- 1.4 Association Held Harmless. The Association and its agents or employees shall not be liable to any person whomsoever for the approving or disapproving of any sale or ownership interest transfer, or for the method or manner of conducting the investigation of any such person.
- 1.5 The provisions of this Article shall not apply to any sale or ownership interest transfer of a Lot by:
- (a) The Association; or
 - (b) Pursuant to foreclosure of a bona-fide mortgage on a property subject to the Declaration, or transfer in lieu thereof.
- 1.6 Any Owner wishing to sell or otherwise transfer his or her Unit must complete a Unit Transfer Application in a form approved by the Association. A copy of the Association's approved Unit Transfer Application can be obtained from the Association's manager.
- 1.7 The completed Unit Transfer Application, along with 1) a copy of the proposed sales contract 2) Fair Credit Reporting Act compliant, commercially available United States nationwide criminal background reports for each prospective owner or, if an entity with less than five individuals holding a legal or beneficial ownership interest (hereinafter "Closely Held Entity"), a Fair Credit Reporting Act compliant, commercially available United States nationwide criminal background report for each individual with such ownership interest; and 3) a \$75 application fee payable to the Association, should be sent by registered or certified mail to the Board's attention at the Association's principal mailing address or delivered personally to the Association's licensed community association manager, at least fourteen (14) days in advance of the transfer date. Other methods of delivery, such as email, are also acceptable, so long as the Association acknowledges receipt in writing, in which case the date of delivery shall be considered the date the Association acknowledges receipt.
- 1.8 In order to ensure security of persons and property within Eagle Palms, the Association may deny approval of a transfer to any individual or Closely Held Entity whose owners or principals have pled guilty to or otherwise been adjudicated guilty of any felony, or more than one misdemeanor, involving violence, theft, or property damage. In determining whether such conviction(s) warrant(s) denial of a transfer application, the Association shall consider, to the extent information is provided by the Owner or prospective owner, without exclusion, the following factors:
- a. The facts or circumstances surrounding the conviction(s);
 - b. The age of the conviction(s);
 - c. The age of the individual at the time of conviction(s);
 - d. The total number of conviction(s);
 - e. The record and conduct of the individual subsequent to the conviction(s);
 - f. Evidence of rehabilitation efforts;

- g. Character references; and
- h. Any other factors deemed relevant by the Association.

It shall be the duty of the Owner and/or prospective owner to provide the Association with any information or documentation to be considered alongside a history of a potentially disqualifying conviction(s) at the time of application for lease approval. Any prospective owner whose lease application is denied due to potentially disqualifying criminal convictions who disputes that such convictions occurred may request reconsideration by the Association. Upon such request, the Association will consider any information or documentation provided by the prospective owner and notify the Owner and/or prospective owner of its decision.

- 1.9 Notwithstanding the above, no person or Closely Held Entity whose owners or principals have been convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) will be approved to own in Eagle Palms, without regard to when such conviction occurred. Moreover, notwithstanding the above, no person or Closely Held Entity whose owners or principals are required to register as sexual offender or predator under the laws of the state of Florida will be approved to own in Eagle Palms.
- 1.10 Insurance Obligation. Each Owner shall maintain hazard and liability property insurance in an amount sufficient to cover the fair market value of all portions of the Lot outside the scope of the Association's own condominium-type insurance policy. Such insurance shall include coverage for, without exclusion, the contents, furnishings, fixtures, floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air condition and heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments in the Lot, and air conditioning compressors that serve only their Lot (regardless of where located). Each owner shall keep on file with the Association a copy of the policy in effect, as renewed from time to time.

ARTICLE II

LEASING

- 2.1 Any Owner wishing to lease his or her Unit must complete a Lease Application in a form approved by the Association. A copy of the Association's approved Lease Application can be obtained from the Association's manager.
- 2.2 Each lease agreement shall include or shall be deemed to include a Uniform Lease Addendum in a form approved by the Association. A copy of the Association's approved Uniform Lease Addendum is included as part of the Lease Application which can be obtained from the Association's manager.
- 2.3 The completed Lease Application, along with 1) a copy of the proposed lease incorporating the Uniform Lease Addendum; 2) Fair Credit Reporting Act compliant, commercially available United States nationwide criminal background reports for each tenant or occupant

over the age of 18; and 3) a \$75 application fee payable to the Association should be sent by registered or certified mail to the Board's attention at the Association's principal mailing address or delivered personally to the Association's licensed community association manager, at least fourteen (14) days in advance of the commencement of the lease term. Other methods of delivery, such as email, are also acceptable, so long as the Association acknowledges receipt in writing, in which case the date of delivery shall be considered the date the Association acknowledges receipt.

- 2.4 In order to ensure security of persons and property within Eagle Palms, the Association may deny approval of a lease to any individual who has pled guilty to or otherwise been adjudicated guilty of any felony, involving violence, theft, or property damage. In determining whether such conviction(s) warrant(s) denial of a lease application, the Association shall consider, to the extent information is provided by the Owner or prospective tenant, without exclusion, the following factors:

- a. The facts or circumstances surrounding the conviction(s);
- b. The age of the conviction(s);
- c. The age of the individual at the time of conviction(s);
- d. The total number of conviction(s);
- e. The record and conduct of the individual subsequent to the conviction(s);
- f. Evidence of rehabilitation efforts;
- g. Character references; and
- h. Any other factors deemed relevant by the Association.

It shall be the duty of the Owner and/or prospective tenant to provide the Association with any information or documentation to be considered alongside a history of a potentially disqualifying conviction(s) at the time of application for lease approval. Any prospective tenant whose lease application is denied due to potentially disqualifying criminal convictions who disputes that such convictions occurred may request reconsideration by the Association. Upon such request, the Association will consider any information or documentation provided by the prospective tenant and notify the Owner and/or prospective tenant of its decision.

- 2.5 Notwithstanding the above, no person who has been convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) will be approved to lease in Eagle Palms, without regard to when such conviction occurred. Moreover, notwithstanding the above, no person who is required to register as sexual offender or predator under the laws of the state of Florida will be approved to lease in Eagle Palms.
- 2.6 If an Owner or prospective tenant provides false or misleading information or documentation to the Association in connection with the Lease Application, the Association may deny such Lease Application without further cause.
- 2.7 If, based upon the Board's review of the Lease Application and other required documentation, and in its sole opinion, supplemental information is needed to determine

whether the proposed lease will be approved or disapproved, the Board or its agent will request such supplemental information within seven (7) business days.

- 2.8 Upon receipt of the Lease Application and fee, all required documentation, and any supplemental information requested by the Board or its agent, the Board or its agent will make all reasonable efforts to provide its approval or disapproval within seven (7) business days. Notwithstanding the foregoing, the Association's failure to provide its approval or disapproval within seven (7) business days shall not constitute acceptance or disapproval of a Lease Application.
- 2.9 If a prospective tenant is a servicemember, as defined by § 250.01, Florida Statutes, the Owner or prospective tenant shall notify the Association at the time the Lease Application is submitted to the Association. The Association will complete its review and provide written notification of acceptance or denial of a prospective lease to a service member within seven days, and in case of denial will provide a reason for the denial.
- 2.10 If a lease is modified, extended, renewed or assigned, or if a tenant assigns his or her interest or sublets the Unit, such modification, extension, renewal, assignment or sublease shall be subject to Association approval, and a copy of such modification, extension, renewal, assignment or sublease shall be provided to the Association, along with a completed Lease Application.
- 2.11 No portion of a Unit (other than an entire Unit) may be rented.
- 2.12 No Unit shall be rented for a period of less than one (1) year.
- 2.13 Owners shall not be entitled to utilize Eagle Palms' Common Elements during the lease term unless all tenants have waived the right to utilize such Common Elements, in which case the tenants shall not be entitled to utilize Eagle Palms' Common Elements.
- 2.14 Owner must provide all potential lessees with a copy of the Governing Documents. The lessee and all occupants residing in the Unit under the lease must agree to abide by the Governing Documents, and by residing in the Unit shall be deemed to have so agreed.
- 2.15 Each Owner and tenant shall be responsible for the acts and omissions, whether negligent or willful, of any tenant or person residing in the Unit, and for all guests and invitees of any such tenants or residents, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements, Units, or any liability to the Association, the Owner, tenant and/or resident shall be jointly liable for the same and shall defend, indemnify and hold harmless the Association. In addition, the Owner and any person residing in the Unit, including all guests and invitees of any such resident, may be assessed for any damage to the Common Elements or Units, and the Owner, tenant and/or resident shall be jointly available for payment of such assessment.
- 2.16 If the tenant or any invitee of the tenant fails to comply with the Governing Documents, the Association shall have the right to take any action against the tenant or invitee which the Association may be entitled to take against the Owner under Florida law or under the

Governing Documents. Such rights may include, but are not limited to, imposing fines against the tenant or invitee.

- 2.17 In the event that the Association takes action to enforce the Governing Documents against any tenant, any person residing in the Unit or any guest or invitee of a resident of the Unit, the Association shall not be liable to the tenant, resident, guest, invitee or Owner for any loss or damages arising from or connected with such actions.
- 2.18 If the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand, in writing, that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner have been paid in full and the Association has released the tenant, or until the tenant discontinues tenancy of the Unit. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The balance of any payment from the tenant shall be forwarded to the Owner at such address as the Owner may designate in writing or at such address as the Association has on record for the Owner. The tenant's failure to make such payment directly to the Association shall be grounds for eviction or other legal action by the Association as an intended third party beneficiary to the lease between the Owner and the tenant.
- 2.19 All Owners and tenants shall provide the Association with written notice of any guest or invitee who is not identified on the lease application and who will reside in the property for more than 14 days in any 30 day period. Such notice shall state the name and age of the proposed occupant, the relationship of the proposed occupant to the Owner or tenant, and the length of time during which the proposed occupant will reside in the Unit. Guests or invitees who are present more than 14 days in any 30 day period are considered "Long-Term Visitors" and may only park in Eagle Palms as set forth in Article III, below.
- 2.20 A tenant does not, by virtue of his or her tenancy, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.
- 2.21 No lease shall be modified, extended or assigned, nor may any tenant assign his or her interest nor sublet the Unit without the prior written consent of the Association.
- 2.22 Owners are responsible for providing approved tenants with Pool/Gate keys, gate remotes/stickers, mailbox keys, assigned mailbox number information and garage door openers
- 2.23 Fair Market Value. Units must be rented for an amount commensurate with the prevailing fair market value as determined in the Association's reasonable discretion. If the Association determines a proposed lease is for less than fair market value, it shall have the right to disapprove the lease. Owners desiring to change the leasing amount to the Fair Market Value after disapproval may resubmit to the Association.

ARTILE III
PARKING AND ENTRY GATE

3.1 General

- 3.1.1 Owners, residents and Long-Term Visitors (see definition in subsection 3.1.7, below) must register their vehicles with the Association before parking in Eagle Palms.
- 3.1.2 Only vehicles with current registration in the State of Florida (or other state, if the vehicle registrant is 1) a new Florida resident within the ten-day grace period, or 2) a member of the US armed forces), for which an owner or resident is the registrant, may be registered for keeping in Eagle Palms or kept in Eagle Palms after registration.
- 3.1.3 Vehicles in Eagle Palms may only be parked in garages, in driveways, and in designated shared parking spaces identified below in accordance with the rules set forth herein and on posted signage. Parking on grass, sidewalks, or other areas is prohibited
- 3.1.4 Except as specified herein, designated shared parking spaces in Eagle Palms are available on a first-come first-served basis.
- 3.1.5 All vehicles, including residents' and visitors' vehicles, must display hang tags at all times except when parked in garages or driveways. Owners may obtain two vehicle hang tags for each Unit owned from the Association's manager. Phase I hang tags are green and White. Phase II hang tags are yellow and white. Any vehicle parked anywhere other than in a driveway or garage without a hang tag is subject to towing, without notice.
- 3.1.6 Owners are responsible for ensuring their tenants or other residents and visitors abide by all parking requirements.
- 3.1.7 Under this Article, visitors who are present in Eagle Palms for less than 14 days in any 30-day period are considered Short-Term Visitors. Any visitors who are in Eagle Palms for more than 14 days in any 30-day period will be considered "Long-Term Visitors."
- 3.1.8 Long-Term Visitors may only park in assigned Long-Term Parking spaces or in marked spaces available to Owners and residents. Long-Term Visitors may not park in spaces designated only for Short-Term Visitors such as, without limitation, on-street parking spaces.
- 3.1.9 Long-Term Parking spaces are not available for use by Owners. Long-Term Parking spaces are available only on an assigned basis and are intended for use of an extended but temporary nature, such as military leave, students residing at home

for the summer, medical caregivers, or other uses approved on a case by case basis at the sole discretion of the Board of Directors. Owners with visitors desiring to use Long-Term Parking spaces shall provide the Association with documentation of the basis of their need for a Long-Term Parking space. Use of Long Term Parking spaces requires payment of a monthly fee of fifty (\$50.00) dollars and is limited to a maximum of three (3) months in any one year period.

- 3.1.10 Accessible parking spaces are located at the clubhouse/pool (2 spaces) and Phase I mailboxes (1 space). Accessible parking spaces may only be used by persons with a valid disabled parking permit issued by the Florida Department of Highway Safety and Motor Vehicles. Accessible parking spaces are subject to all other parking rules set forth herein except where specifically indicated.
- 3.1.11 Vehicles parked in Eagle Palms in violation of these Rules and Regulations will be towed without notice. The Association contracts with an independent towing company to perform routine inspections and towing in the community. The Association will not be liable for any damage to vehicles sustained as a result of towing due to violation of these Rules and Regulations.

3.1 Garage and Driveway Parking

- 3.2.1 Owners or residents and their Short-Term Visitors and Long-Term Visitors may park in the Unit's own garage or driveway without a hang tag. Owners or residents and their Short-Term Visitors and Long-Term Visitors may not park in other Units' driveways without the express permission of the Unit's Owner or resident.
- 3.2.2 Units with one car garages may have a maximum of one car parked in the driveway and Units with two car garages may have a maximum of two cars parked in the driveway.
- 3.2.3 Vehicles parked in driveways may not block any portion of the sidewalk.

3.3 On-Street Parking

- 3.3.1 On-street parking is restricted for use only by Short-Term Visitors or those holding temporary passes in connection with rental of the clubhouse for a private event (see Article X below). Owners, residents or Long-Term Visitors may not park on-street for any length of time and may not save, block, or otherwise prevent other Owners' or residents' Short-Term Visitors from using available spaces.
- 3.3.2 On-street parking is generally allowed only in marked spaces. Parking on-street other than in marked spaces is permitted only with a temporary pass issued in connection with rental of the clubhouse for a private event (see Article X below).
- 3.3.3 Vehicles parked on-street must display hang tags or temporary passes at all times or they will be towed without notice.

3.4 Clubhouse and Pool Off-Street Parking

- 3.4.1 During the hours of 8:00 am until 9:00 pm, clubhouse and pool off-street parking is for use only by persons present at and actively using the clubhouse or pool.
- 3.4.2 Only vehicles from Phase I displaying a green and white hang tag shall use clubhouse/pool parking spaces from 8:00 am until 9:00 pm. Phase II owners, residents and visitors shall not park at the clubhouse/pool during this time.

3.5 Other Off-Street Parking

- 3.5.1 Off-Street Parking other than at the Clubhouse/Pool and Long-Term Visitor Parking, which are governed by sections 3.4 and 3.1.8, respectively, are available for use only by Short-Term Visitors displaying hang tags. All others will be towed without notice.

3.6 Entry Gate

- 3.6.1 The Association utilizes a remote-monitored vehicle gate entry system operated by a third party contractor, Envera Systems. All owners or residents (as applicable) must register with Envera Systems to gain regular access to Eagle Palms. All residents must have an Envera sticker for the gate entry system. All owners shall comply with Envera Systems' practices and procedures for gaining access to Eagle Palms as well as these Rules and Regulations. Moreover, residents may only utilize the "residents" side of the Envera gate system, and not the "visitors" side, unless a resident is not in their personal vehicle at the time of entry.
- 3.6.2 Owners and residents may obtain gate access passes from the Association. The number of entry gate passes available to residents is determined by the maximum number of vehicles the subject unit can accommodate in its own garage and driveway. Units with one vehicle garages receive up to two passes; units with two vehicle garages receive up to four passes. All passes must be purchased from the Association.
- 3.6.3 Gate Passes will only be issued for vehicles registered to owners or residents and must be affixed to the vehicle with which the gate pass is associated in a manner which allows for detection by scanning equipment installed at the entryway. Gate access passes may not be transferred from vehicle to vehicle or used when not affixed to a vehicle.
- 3.6.4 Owners and residents with gate access passes may only utilize the resident entry side of the gate entryway. Owners or residents without gate access passes may enter through the visitor lane by providing an Envera Systems agent a government issued identification for verification.
- 3.6.5 All visitors or persons without gate access passes affixed to their vehicles must enter Eagle Palms through the visitor lane.

- 3.6.6 Residents may designate frequent visitors who will be admitted upon Evera Systems' confirmation of their identity using government-issued identification. Otherwise, Evera Systems will contact residents by telephone to confirm the visitor is authorized to enter Eagle Palms. Residents are responsible for adding, removing, or updating their frequent visitors' contact information with Evera Systems as necessary.
- 3.6.7 Owners, residents and their guests shall not misuse the entry and exit gate systems. Only one vehicle at a time may enter through the Association's entry gate. Tailgating is expressly prohibited. The Association has installed tailgating prevention equipment at the entry gate which may become dislodged or otherwise damaged by efforts to tailgate through the entry gate. The Association will seek to recover any amounts incurred due to dislodgement or damage, including attorney fees and costs to the tailgating prevention equipment or other parts of the entry gate from both the individual who caused the damage as well as any responsible Owners or tenants.
- 3.6.8 All persons entering Eagle Palms are advised and deemed to consent that the entry gate is under constant recorded video surveillance. The Association monitors the entry gate for compliance with these Rules and Regulations and will enforce these provisions by way of levying fines for violations, regardless of whether damage is sustained to the entryway gate equipment, in addition to all other remedies available to the Association as set forth below and elsewhere in the Association's governing documents.

ARTICLE IV

PETS

- 4.1 Owners, tenants and their guests are responsible for picking up and cleaning up after their pets. This includes the proper disposal of said waste.
- 4.2 Pets shall be on a leash at all times while in public, in common areas and/or while the pet is outside of the home.
- 4.3 The Association may require removal from the community any pet deemed to be a nuisance (i.e. excessive barking, hostile, etc.)
- 4.4 No more than two common household pets may be kept in a Unit, except such limitation shall not apply to fish. No livestock, including but not limited to chickens, goats, and pigs, may be kept in Eagle Palms. Feeding or interacting with wildlife is prohibited.
- 4.5 No fences, doghouses or cages allowed outside of the Unit including on or around back patios.

- 4.6 As set forth in greater detail in Article IV below, all dogs must be registered with the Association prior to being brought into Eagle Palms.

ARTICLE V
DOG REGISTRATION AND WASTE ENFORCEMENT POLICY

- 5.1 All dogs which will be kept in Eagle Palms for more than three days in any thirty day period must be registered with the Association using a Dog Registration Form, a copy of which can be obtained from the Association's manager, and must have a saliva/DNA sample provided to the Association.
- 5.2 With respect to dogs which were regularly kept in Eagle Palms prior to July 24, 2018, registration of such dogs hereunder shall be required no later than October 1, 2018.
- 5.3 All owners or tenants or their designee shall present the dog to the Association's manager for purposes of saliva/DNA collection. The Association's manager will use a saliva/DNA collection kit provided by a third-party vendor to collect a sample of the dog's saliva/DNA. The owner or tenant or designee shall be responsible for contacting the Association's manager to coordinate a mutually agreeable date and time to provide the saliva/DNA sample. The owner or tenant or designee shall pay to the Association the cost of the saliva/DNA collection kits and processing at the time of collection.
- 5.4 The Association will provide the saliva/DNA sample to a third-party vendor for processing and storage in a database.
- 5.5 The Association may check samples of any dog waste left in the community in violation of the Association's Rules and Regulations against the database to identify the responsible dog(s).
- 5.6 Any owner, tenant or other resident who brings or keeps, or whose guests or invitees bring or keep, a dog in Eagle Palms without registering the dog or providing a saliva/DNA sample when required by this policy, may be fined \$100.00 per day that the dog remains in Eagle Palms in violation of the policy, up to an aggregate of \$5,000.00. Pursuant to the Declaration and Florida law, any fines in excess of \$1,000.00 constitute a lien on a lot and are subject to foreclosure.
- 5.7 Any owner, tenant or other resident who fails to pick up their dog's waste, or whose guests or invitees fail to pick up their dog's waste, may be fined \$100.00 per day that such waste remains, up to an aggregate of \$5,000.00. Pursuant to the Declaration and Florida law, any fines in excess of \$1,000.00 constitute a lien on the owner's lot and are subject to foreclosure.
- 5.8 In addition to fines, the owner, tenant or other resident who fails to pick up their dog's waste, or whose guests or invitees fail to pick up their dog's waste, will be liable for payment of all costs associated with sample testing.

- 5.9 Owners are responsible for ensuring that their family members, friends, guests, invitees, tenants, and their tenants' family members, friends, guests, and invitees, comply with this policy.
- 5.10 In addition to fines against owners, tenants and residents, the Association may exercise all other remedies to enforce this policy and the Association's other governing documents in the event of breach, including, but not limited to, suspending use and voting rights, requiring removal of any tenant in breach, or bringing a lawsuit for damages or to enjoin further breaches.
- 5.11 By bringing a dog into Eagle Palms and submitting the saliva/DNA sample, owners, tenants, residents and the dog's owner agree to release, hold harmless and indemnify the Association against any and all claims by any person whatsoever relating to the dog(s) or the Association's handling of the saliva/DNA sample.

ARTICLE VI

GARBAGE DISPOSAL

- 6.1 Trash cans shall not be placed on curb more than 12 hours prior to scheduled pickup.
- 6.2 Trash cans must be removed from the curb and placed out of sight no later than 12 hours after trash pickup.
- 6.3 Trash cans must be sealed and secure when placed on curb. All trash must be placed in the trash can with lid closed. No bagged or loose garbage shall be left outside of the trash can on the curb or any other location for pick up.
- 6.4 Residents are responsible for the cleanliness of the outside of his or her home (i.e. trash and/or stains).
- 6.5 If you are moving or know of someone that is moving please contact the HOA Board or Management Company to remove trash cans.

ARTICLE VII

SATELLITE DISHES

- 7.1 Satellite dishes may only be installed on the rear of buildings in a location which is not visible from the street, unless such location will not allow the dish to receive a signal, in which case the Association may allow the dish to be installed in a location which, in the Association's discretion, is least visible from the street and/or neighboring units.
- 7.2 Requests for new installation of a satellite dish must be submitted and approved by the Architectural Committee prior to being installed. Failure to do so will result in a violation being assessed and the Owner will be held responsible for ALL costs associated with the moving or removal of the satellite dish.
- 7.3 When submitting a request to the Architectural Committee for approval of satellite dishes, the Owner must provide the following:

- A. A request which outlines the area where the proposed dish will be located per Architectural Committees specifications;
 - B. Measurements of dish (size may not exceed 18" in diameter).
- 7.4 Any property damage caused by the installation and removal of an approved dish is the responsibility of the Owner.

ARTICLE VIII

LANDSCAPING

- 8.1 All landscaping modifications must be approved in advance by the Association's Architectural Committee.
- 8.2 Only floral gardens are allowed. No vegetable gardens are permitted.
- 8.3 The type, size and location of floral boxes or containers must be approved by the Architectural Committee.
- 8.4 When submitting a request to the Architectural Committee, the Owner must provide the following:
- A. A request which outlines the location and type of plants/shrub to be installed.
 - B. Measurements of the garden or container.
- 8.5 All maintenance and any property damage caused by the installation or removal of an approved floral garden is the responsibility of the Owner.
- 8.6 No flowers or plants may be installed or placed in front of buildings.

ARTICLE IX

POOL

- 9.1 These rules supplement, and are not intended to replace, rules posted at the pool and/or clubhouse, which are incorporated herein by reference must be followed at all times.
- 9.2 Proper bathing suit attire must be worn at all times. Denim cotton, wool, or any other non-bathing suit material is prohibited.
- 9.3 No changing of clothing or diapers in the pool area. This is only to take place in the bathroom.
- 9.4 No incontinent individuals are allowed in the pool unless wearing waterproof, pool safe diapers or swim wear to prevent accidental discharge of contamination into the pool (Health Dept. Regulation). Owners and tenants will be responsible for any costs necessary to cleanup or treat the pool or pool area if contamination occurs.

- 9.5 No pets are allowed in pool or pool area.
- 9.6 All children 13 years and younger must be accompanied and supervised by an adult over the age of 18 at all times.
- 9.7 The Management Company must be contacted immediately in the event that the pool becomes contaminated with either fecal matter or vomit. The pool will be closed for as many hours or days as it takes for the County Health Department to indicate that the pool is ready to be used again.
- 9.8 No alcohol, food or glass containers in or around pool area.
- 9.9 Hillsborough County Sheriff's Office and/or an HOA Board Member can and will be called to eject an unruly resident and/or guest.
- 9.10 Owners, tenants and their guests and invitees are responsible for the cleanup of his or her area while using the pool. All common areas in the Eagle Palms are self-cleaned areas.
- 9.11 Pool hours are dawn to dusk.

ARTICLE X

CLUBHOUSE

- 10.1 10.1 Clubhouse hours are from 9:00am to 10:00pm, Monday through Sunday.
- 10.2 Clubhouse has a maximum occupancy of 30 people.
- 10.3 Clubhouse is a non-smoking facility.
- 10.4 The Clubhouse can be reserved for private events by an Owner or his or her tenant. An Owner or tenant wishing to reserve the clubhouse for a private event must complete a reservation form provided by the Association's manager.
- 10.5 The Clubhouse may be rented for exclusive private use for a maximum of four consecutive hours, excluding reasonable setup and cleanup time before and after the event.
- 10.6 There will be a fee/deposit for exclusive use of the clubhouse for a private event/party. Rental fee is \$75.00 and deposit fee is \$125.00. Said fee and deposit must be written in two separate checks. If the clubhouse is properly cleaned following such event and there is no damage the deposit amount will be refunded to owner/resident. If the clubhouse is not properly cleaned following such event or there is damage, the deposit will be applied towards cleaning or repair costs, with the balance payable by the Owner or tenant who reserved the clubhouse and/or other responsible parties.
- 10.7 Persons attending private events at the clubhouse will be permitted to park only in accordance with the Association's parking policy, which can be obtained from the Association's manager.

- 10.8 The rear door of the clubhouse shall not be used as a pass through from the pool to restrooms during private events. Restroom use shall be through the side gate as posted on the clubhouse front gate.
- 10.9 Rental of the clubhouse for exclusive use does not include private use of the pool, which will remain open to Owners, tenants and their guests and invitees.
- 10.10 The Owner or tenant renting the clubhouse will be required to sign a waiver indemnifying and holding harmless the Association against any liability arising from the conduct of the Owner, tenant or their guests and invitees attending the private event.

ARTICLE XI

ARCHITECTURAL REVIEW

- 11.1 All changes to Building Exteriors and/or Common Areas, including but not limited to screened patios, decorations, exterior colors or other changes of any kind, must have prior approval by Association's Board of Directors
- 11.2 Windows and sliding glass doors must contain white, vertical or horizontal blind coverings. No drapes, tinting, aluminum foil, or reflective film is permitted on doors or windows of any type if such coverings are visible from outside the Unit.
- 11.3 Architectural review applications should be submitted in writing to the Association's manager.
- 11.4 The Association's manager will provide the architectural review application to the Association's Architectural Review Committee, which shall make a recommendation to the Board of Directors for approval or denial.
- 11.5 Upon receipt of the Architectural Review Committee's recommendation, the Association's Board of Directors will review for final approval or denial.
- 11.6 Owners and/or residents will be held responsible for all costs of remediation of any unapproved modifications, and for any damages to Building Exteriors and the Common Areas arising from modifications, whether approved or not.

ARTICLE XII

RECORDS RETENTION POLICY

- 12.1 **Documents Constituting Official Records Pursuant to Fla. Stat. § 720.303(4)(a).** The following constitute Official Records of the Association:
 - 12.1.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.

- 12.1.2 A copy of the bylaws of the association and of each amendment to the bylaws.
- 12.1.3 A copy of the articles of incorporation of the association and of each amendment thereto.
- 12.1.4 A copy of the declaration of covenants and a copy of each amendment thereto.
- 12.1.5 A copy of the current rules of the homeowners' association.
- 12.1.6 The minutes of all meetings of the board of directors and of the members.
- 12.1.7 A current roster of all members and their designated mailing addresses and parcel identifications. A member's designated mailing address is the member's property address, unless the member has sent written notice to the association requesting that a different mailing address be used for all required notices. The association shall also maintain the email addresses and the facsimile numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. A member's e-mail address is the e-mail address the member provided when consenting in writing to receiving notice by electronic transmission, unless the member has sent written notice to the association requesting that a different e-mail address be used for all required notices. The e-mail addresses and facsimile numbers provided by members to receive notice by electronic transmission must be removed from association records when the member revokes consent to receive notice by electronic transmission.
- 12.1.8 All of the association's insurance policies or a copy thereof.
- 12.1.9 A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility.
- 12.1.10 The financial and accounting records of the association, kept according to good accounting practices. The financial and accounting records must include:
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
 - c. All tax returns, financial statements, and financial reports of the association.
 - d. Any other records that identify, measure, record, or communicate financial information.

- 12.1.11 A copy of the disclosure summary presented to prospective parcel owners before executing the contract for sale, as mandated and governed by Florida Statutes § 720.401(1).
- 12.1.12 Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners.
- 12.1.13 All affirmative acknowledgments by parcel owners regarding the method of delivery of invoices for assessments or statements of account made pursuant to Fla. Stat, § 720.3085(3)(c)3.
- 12.1.14 All other written records of the association not specifically included in this subsection which are related to the operation of the association.

12.2 **Length of Retention.**

- 12.2.1 The Association shall retain the Declaration, Articles, Bylaws, Rules and Regulations, and all amendments to the foregoing documents indefinitely, for as long as the Association exists.
- 12.2.2 The Association shall retain ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners for at least one (1) year after the date of the applicable election, vote, or meeting.
- 12.2.3 The Association shall retain all bids received by the Association for work to be performed for at least one (1) year.
- 12.2.4 All other Official Records shall be maintained by the Association for at least seven (7) years, or for a longer period if required by the Association's Governing Documents.

12.3 **Records Custodian.** The Official Records of the Association shall be maintained by the Association's Secretary, the Association's Licensed Community Association Manager or management company, the Association's Treasurer, with respect to financial records, or by any other individual reasonably designated as the Records Custodian by the Association.

12.4 **Manner of Retention.**

- 12.4.1 The Official Records shall be stored in a safe, secure, and accessible manner in accordance with these Rules.
- 12.4.2 Official Records may be stored electronically so long as the Association follows procedures to ensure that the records remain secure.

12.5 **Privileged or Confidential Information**

12.5.1 The following records are not accessible to owners:

- a. Any record protected by the lawyer-client privilege.
- b. Any record protected by the work-product privilege until the conclusion of the litigation.
- c. Information obtained by in connection with the approval of the lease, sale, or other transfer of a parcel.
- d. Information obtained in a gated community in connection with guests' visits to parcel owners or community residents.
- e. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. "Personnel records" does not include written employment agreements with an association or management company employee or budgetary or financial records that indicate the compensation paid to an association or management company employee.
- f. Medical records of parcel owners or community residents.
- g. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph.

12.5.2 The Association's records custodian shall use best efforts to redact or remove from the primary database or repository of official records any document that contains confidential or privileged information and that is not accessible to unit owners. The Association's records custodian shall retain original or unredacted copies of such documents in a separate database or repository that is not accessible to unit owners or to any third parties.

12.6. **Board Members.**

12.6.1 If Board members create or receive documents relating to the Association, which are not already in the possession of the Records Custodian, Board Members shall

send such documents to the Records Custodian to be maintained within the Association's Official Records within ten (10) days of receipt.

12.6.2 Within ten (10) days of a Board member's resignation, recall, or end of tenure on the Board, such member must return any and all Official Records which the Records Custodian does not have. The board member shall also indicate that all privileged and confidential information in the board members possession custody and control has been returned and all remaining copies, including electronic copies have been destroyed or deleted.

12.7 **Destruction Procedure.** The Association may periodically review and destroy those Official Records which are older than the time period required for retention as set forth in these rules.

ARTICLE XIII **MISCELLANEOUS**

- 13.1 Garage doors shall remain closed between the hours of 10 pm to 6 am except when being actively used for ingress and ingress of persons or vehicles.
- 13.2 No more than three persons per bedroom may occupy a unit.
- 13.3 No person shall take any action which results in damage to the common elements or other property of the Association or other Owners and their tenants and other guests and invitees.
- 13.4 Viewing Units. Prospective purchasers or lessees must be accompanied by the Unit Owner, realtor or other selling agent at all times while viewing a Unit or otherwise on property prior to the effective date of an approved lease.

ARTICLE XIV **COMPLIANCE AND ENFORCEMENT**

- 14.1 The Association may conduct regular inspections to identify violations of these Rules and Regulations and the Association's other governing documents.
- 14.2 Violations should be reported, in writing, to the Board of Directors of the Association or the Association's manager or their designated agents.
- 14.3 If the Association determines a violation exists, the Association will notify the unit owner and tenant, if any, of the nature of the violation and if the violation is outstanding demand that the violation be immediately remedied.
- 14.4 If the violation was not continuing in nature and recurs, or if the violation is continuing in nature and within ten (10) days of the date the notice was sent the violation is not

corrected or arrangements for correction made on a schedule which is acceptable to the Association, the Association may take one or more of the following actions, without exclusion:

- A) Levy fines of \$100 per violation, or \$100 per day for a continuing violation up to \$5,000, after requisite notice and opportunity for hearing;
- B) Suspend rights to use common area except for ingress and egress, after requisite notice and opportunity for hearing;
- C) Correct the violation at the Association's expense and recover such expenses from the unit owner and/or violating party; or
- D) Refer the matter to an attorney to begin enforcement actions, which actions may include, without exclusion, filing litigation seeking damages and/or injunctive relief. The violating party and the owner of the associated unit will be responsible for all attorney's fees and costs incurred by the Association.

- 13.5 Unit owners are responsible for compliance by their tenants, guests and invitees, and by the guests and invitees of any tenants. Owners will be jointly and severally liable with their tenants, guests and invitees and the guests and invitees of any tenants for any fines or sanctions levied against the foregoing parties and for all attorney's fees and costs incurred by the Association in enforcement.

Wherefore, the foregoing rules were adopted by the Eagle Palms Homeowners Association, Inc.'s Board of Directors at a meeting held on _____, 2024, in accordance with the association's governing documents.

Sign: _____

Print: _____

Title: _____

Date: _____