

Rules and Regulations of Turtle Cay Master Association, Inc.

1. Clubhouse, Pool, and Association Facilities Use and Operations, General:
 - a. The Clubhouse, Pool, Tennis Court, and Tot Lot are for the use of Association Members and their families, along with registered tenants and guests.
 - b. Each Member, registered tenant, and guest must at all times abide by all the rules and regulations.
 - c. Failure to abide by all rules and regulations may subject the Member, registered tenant, or guest to removal, fine, or legal action to enforce compliance.
 - d. All guests using the Clubhouse, Pool or any Association Facility must be in the company of the Member or registered tenant (who appears on a valid lease agreement) while using the Clubhouse, Pool or other amenities. The guest must be with such member or tenant who is at least 18 years of age.

2. Hours of Operation for Association Amenities:
 - a. The various amenities of Turtle Cay Master Association are listed below, along with the hours of operation. These times are subject to change.
 - b. The Clubhouse is open and available for use Monday through Sunday from 6:00 a.m. to 9:00 p.m.
 - c. The fitness center is open and available for use Monday through Sunday from 6:00 a.m. to 9:00 p.m.
 - d. The swimming pool is open and available for use Monday through Sunday from sunrise to sunset.
 - e. The tennis court is open and available for use (subject to availability) Monday through Sunday from 8:00 a.m. to 10:00 p.m.
 - f. The volleyball court is open and available for use (subject to availability) Monday through Sunday from 8:00 a.m. to 10:00 p.m.
 - g. The tot lot is open and available for use Monday through Sunday during daylight hours.

3. Clubhouse Rules and Regulations:
 - a. Proper attire is to be worn at all times inside the Clubhouse area.
 - b. Shoes must be worn while inside the Clubhouse.
 - c. If using the pool facilities, when entering the Clubhouse the Member, registered tenant, or guest must wear a shirt or cover-up of some kind. Bathing suits are not proper attire inside the Clubhouse.
 - d. Headphones must be used while listening to music. No audible music is permitted in the Clubhouse.
 - e. No bikes, rollerblades, scooters, skateboards, or other similar items are permitted in the Clubhouse.
 - f. Users must abide by the posted age-requirements.
 - g. Parents or guardians must accompany minors and must monitor the minors at all times. Parents or guardians are responsible for the conduct of the children in their care.
 - h. The Member and/or registered tenant is responsible for the conduct of their guest(s). The guest(s) must be accompanied by the Member or registered tenant at all times.
 - i. All users must clean up after themselves and leave the Clubhouse in the same condition as to which they found it.
 - j. Pets or any animal are not permitted within the Clubhouse.
 - k. Wagering, or any other illegal activity or conduct, is not permitted within the Clubhouse.
 - l. The cost of replacing any property caused by the Member, registered tenant, or their guests, will be borne by the Member, and may become a lien against the property should prompt payment not be made.

- m. Neither the Association nor the Board of Directors are responsible for any loss, damage, or injury to any Member, registered tenant, or guest in connection with the use of the Clubhouse.

4. Fitness Center Rules and Regulations:

- a. Any Member, registered tenant, or guest who uses the Fitness Center does so at his or her own risk.
- b. Each Member, registered tenant, or guest is responsible for knowing how to use any piece of equipment.
- c. Each Member, registered tenant, or guest is responsible for knowing whether it is safe for him or her to exercise. Consultation of a health professional is strongly encouraged prior to engaging in any fitness or exercise routine.
- d. The Fitness Center is for users aged 17 years old and up. Nobody younger than 17 years old is permitted within the Fitness Center.
- e. All users must clean up after themselves after using any piece of equipment and are responsible for using their own clean towels to wipe clean the equipment after each use.
- f. No externally-audible music may be used. All users must use headphones to listen to music, and the music must not be audible to other users.
- g. Only soft-soled athletic shoes are permitted within the Fitness Center. Bare feet or sandals are strictly prohibited.
- h. Proper work-out attire is required. Shirts are required at all time, no bare chests and no bathing suits are permitted.
- i. No animals or pets of any kind are permitted in the Fitness Center.
- j. No food or smoking are permitted within the Fitness Center.
- k. No alcoholic beverages are permitted within the Fitness Center.
- l. Only water and sports drinks are permitted within the Fitness Center, in closed containers that minimize the chances of spilling. No soda, pop, or colas are permitted.
- m. Users must be mindful of others and must limit their use of any particular piece of equipment to a reasonable amount of time when others are waiting.
- n. Specifically, any user must relinquish a cardio-machine after 30 minutes of use if there are other people waiting.
- o. Neither the Association nor the Board of Directors are responsible for any loss, damage, or injury to any Member, registered tenant, or guest in connection with the use of the Fitness Center.

5. Pool Rules and Regulations:

- a. Proper attire is required while using the Pool and the Pool area.
- b. Children under the age of 16 are not permitted in the Pool without the direct supervision of a parent or guardian.
- c. The maximum capacity of the Pool area is 70 people. To maintain safety, the Association management or Board of Directors have the right to limit the number of guests any owner or registered tenant may bring to the Pool at any given time.
- d. Pets or animals of any kind are not permitted in the Pool or in the Pool area.
- e. No bikes, rollerblades, scooters, skateboards, or other similar items are permitted in the Pool area.
- f. All users must bring a towel to use the Pool and the Pool area.
- g. Pool chairs may not be reserved.
- h. A user must take a shower prior to entering the Pool. Suntan oils and lotions can clog the drains and filter, so these products must be removed before a user enters the Pool.
- i. No glass is allowed in the Pool or in the Pool area.
- j. Alcohol is not permitted in the Pool or in the Pool area.

- k. No food or drinks are allowed within the Pool area at any time.
- l. No running, pushing, or boisterous play is permitted on the Pool deck.
- m. The Pool is for swimming only. Users may not play any type of ball sports within the Pool or Pool area, including but not limited to volleyball, basketball, etc.
- n. Floats may be used only if the use does not create a nuisance for other Pool users.
- o. No externally-audible music may be used. All users must use headphones to listen to music, and the music must not be audible to other users.
- p. Diaper-aged children must wear rubber pants or swim-specific diapers while in the Pool.
- q. Persons with open sores, cuts or communicable diseases may not enter the pool.
- r. There is no life guard on duty at any time, so any user must be responsible for his or her own safety when using the Pool, and must be aware of his or her own limitations when it comes to the ability to swim and be safe in the Pool.
- s. Neither the Association nor the Board of Directors are responsible for any loss, damage, or injury to any Member, registered tenant, or guest in connection with the use of the Pool.
- t. There is no Smoking or vaping within the pool area , by the pool entrances/exit and by the main entrance to the club house .

6. Tennis Court and Volleyball Court Rules and Regulations:

- a. The Tennis Court and Volleyball Court are open and available to any Member, registered tenant, or guest on a first-come, first-served basis during operational hours.
- b. No reservations may be made.
- c. The Tennis Court is for tennis only. No other activities are permitted on the Tennis Court, including but not limited to any skateboard, bicycle, or other similar devices.
- d. The Volleyball Court is for volleyball only. No other activities are permitted on the Volleyball Court, including building sand castles or otherwise playing in the sand.
- e. While other permitted users are waiting, the Tennis Court may be used as follows:
 - i. One Hour for singles
 - ii. One and a Half Hours for doubles
 - iii. The current user(s) must relinquish the court to the waiting party after use as described above.
- f. While other permitted users are waiting, the Volleyball Court may be used as follows:
 - i. One and a Half Hours for any number of players.
 - ii. The current user(s) must relinquish the court to the waiting party after use as described above.
- g. No food, alcohol, or glass containers are permitted on the Tennis or Volleyball Courts.
- h. No smoking while on the Tennis or Volleyball Courts.
- i. No pets or animals of any kind are permitted on the Tennis or Volleyball Courts.
- j. Use of profanity or any unruly or unsportsmanlike behavior is not permitted.
- k. Children under the age of 14 must be accompanied by an adult over the age of 18.
- l. Users must not lean on the nets or climb on the nets.
- m. The Member is responsible for any damage caused by the Member, his/her registered tenant or guest.
- n. Neither the Association nor the Board of Directors are responsible for any loss, damage, or injury to any Member, registered tenant, or guest in connection with the use of the Tennis Court or the Volleyball Court.

7. Tot Lot / Playground Rules and Regulations:

- a. The Tot Lot / Playground is for the use of any Member, registered tenant, or guest during the hours of operation.
- b. No food, alcohol or glass containers are permitted in the Tot Lot / Playground area.
- c. No pets or animals of any kind are permitted in the Tot Lot / Playground area.

- d. Proper attire and shoes must be worn at all times. Bare chests and bathing suits are not proper attire.
- e. All children under the age of 12 must be accompanied by an adult over the age of 18.
- f. Proper behavior is expected of all children and adults. No excessive noise or screaming is permitted. Throwing of sand or mulch is also prohibited.
- g. All users are required to abide by the height/weight restrictions for the use of all equipment in the Tot Lot / Playground area.
- h. Neither the Association nor the Board of Directors are responsible for any loss, damage, or injury to any Member, registered tenant, or guest in connection with the use of the Pool.

8. Clubhouse Party Room Rental Procedures and Use Restrictions:

- a. The Party Room in the Clubhouse is available use by Members and their guests, on a first-come, first-serve basis.
- b. In order to reserve the Party Room, the Member must submit a request on the application provided by management, and must confirm with the management the availability of the Party Room on the day in question.
- c. The Member may pick up the key to the room on the day of the event, at a location to be determined by the management.
- d. The Member must submit the security deposit and rental fee prior to picking up the key to the Party Room. The security deposit and rental fee must be paid by certified check or money order, unless paid more than two weeks prior to the event.
- e. The Member is responsible for inspecting the room before picking up the key. The inspection shall take place on a day and time determined by the management. The inspection is to ensure the room is in good condition prior to the Member taking control of the Party Room.
- f. Any damage or loss of property, upon inspection the following day by the management, will be the responsibility of the Member.
- g. Only after inspection by the management will the Member be entitled to a return of some or all or none of their security deposit.
- h. No alcohol is permitted in the Party Room.
- i. The occupancy limit of 40 people must be adhered to at all times.
- j. No wagering or illegal activity is permitted in the Party Room.
- k. The Member reserving/ using the Party Room must be on-site at all times any guest is present.
- l. Neither the Association nor the Board of Directors are responsible for any loss, damage, or injury to any Member, registered tenant, or guest in connection with the use of the Party Room.

9. Parking and Driving Rules:

- a. On-street parking is not permitted at any time.
- b. All vehicles must be completely in the driveway, no portion of the vehicle may be on or over the street/road.
- c. Parking on the grass is not permitted at any time.
- d. Additional parking is available at the Clubhouse. This additional parking is available for guests only, and is not to be used by the Member's or tenant's extra vehicles. Such guest spaces are limited to two (2) per unit.
- e. Vehicles that are parked in public view, whether at the Residential Unit or in the Clubhouse parking lot, must be in acceptable visual appearance and not be considered a blight or nuisance (either by sight or sound or odor). Any vehicle that is a blight or nuisance must be removed from sight by being parked inside a garage, or be removed entirely from Turtle Cay property.

- f. Overnight parking in the Clubhouse parking lot requires the acquisition of a parking pass.
- g. All cars without a valid parking pass must be removed from the Clubhouse parking lot before 1:00 a.m.
- h. Any car parked illegally, whether at the Clubhouse parking lot or in the street or on the grass, is subject to towing at the owner's expense. The Association has a towing company in place to strictly and timely enforce the parking rules.
- i. All Members, registered tenants, guests, vendors, and licensees must strictly adhere to the posted speed limits for the safety of all residents and children.

10. Gate Access and Bar Code Rules and Procedures:

- a. All Members, registered tenants, or permitted guests seeking access to the community on a continuous basis, must complete an application as provided by the management.
- b. Along with the application, the person requesting access must submit a copy of a currently valid State registration for each vehicle.
- c. Requirements for submitting the application:
 - i. The name on the registration must match that of the owner or member, or
 - ii. The name on the registration must match that of a tenant that appears on the submitted lease, or
 - iii. The address on the registration must match that of the property at Turtle Cay.
- d. The applicant, at the time of submission, must pay the application fee.

11. Pet and Animal Rules:

- a. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the premises, except that up to a total of two (2) household pets may be kept so long as they are not bred or maintained for any commercial purpose.
- b. All such pets must at all times be kept on a leash when outside the residential unit.
- c. All Members, registered tenants, and authorized guests must immediately pick-up after their pet and are responsible for the proper disposal of such waste material.
- d. All Members, registered tenants, and authorized guests must prevent their pets from constituting a nuisance.
- e. Failure to comply with any rule or obligation may result in a notice of violation and subject the owner of the property to a fine as permitted by the governing documents and applicable law.

12. Garbage and Rubbish Rules:

- a. No Residential Lot or Unit shall be used or maintained as a dumping ground for rubbish.
- b. All trash and garbage shall be regularly removed from each residential lot and unit.
- c. No Member, registered tenant, or guest may allow refuse, trash, or garbage of any kind to accumulate on the property, or allow the premises to be kept in an unsanitary manner.
- d. Garbage cans are not to be stored outside the unit, except on the day of trash pick-up. Garbage cans may be placed outside on the curb the night before regularly scheduled pickup, after 6:00 p.m. Garbage cans must be removed from the curb, and placed within the unit, by 6:00 p.m. of the day of regularly scheduled pickup.

13. Tenant Registration and Approval Process and Rules:

- a. All Current and Prospective tenants must register with the Association annually. For the purposes of the tenant approval process, there shall be two types of tenants: 1. Current; and 2. Prospective. A Current tenant is a tenant who resides within the community under the terms of a lease previously approved by the Association. A Prospective tenant, is a tenant who does not currently reside within the community under the terms of a lease previously approved by the Association.

- b. The Member leasing their Unit or townhome and the Prospective tenant must provide the Association with a copy of the signed lease for review by the Association for the purposes of approving or disapproving the lease and the occupancy of the Unit or townhome 60 days before any such lease or occupancy is approved or disapproved. In the case of a Current tenant, the Member leasing their Unit or townhome must provide the Association with a copy of the signed lease for review by the Association for the purpose of approving or disapproving the lease and occupancy of the Unit or townhome 60 days before any such lease or occupancy is approved or disapproved. In the case of a Current tenant, Member-Owners are deemed to be on Notice that any provision in an on-going lease allowing for a month-to-month tenancy once the original term has expired will be and is treated by the Association as the start of a new lease and therefore trigger the obligation to apply for the Association's approval, which is required annually.
- c. The lease of any Unit or townhome within the Association may not be for less than one year. If any lease contains a term whereby the tenancy becomes a month-to-month tenancy at the expiration of the term of the original lease, or if any lease is for a term in excess of one year, the Member (Owner) and tenant must re-apply for approval by the Association annually, which shall be 12 months from and including the first month of the lease.
- d. All adult (age 16 or over) Prospective tenants must individually submit a registration form and application, as provided by the management, and submit payment of the application/registration fee. Married couples may submit a single form and pay a single fee. All other adult applicants must submit separate forms and pay separate fees for the application/registration, regardless of when such occupancy may begin. Current tenants under a lease of greater than one year, or those who may plan to continue their tenancy under a term allowing for a month-to-month tenancy under the original/current lease must re-apply for the Association's approval as though they were new tenants annually, which shall be 12 months from and including the first month of the lease.
- e. All Prospective tenants and owners must provide sufficient information to the Association, as included in the "Leasing Application" to allow the Association to conduct a review. Each adult occupant must submit a separate Leasing Application and pay a separate fee for the same, except a married couple may submit a single form and pay a single fee so long as each applicant applies at the same time in the same form. The Association has sole discretion regarding whether it has been provided sufficient information. All tenants must submit sufficient documentation and/or confirm compliance on the following: pet limitations and restrictions, legal residency, number and names of occupants, prior residential addresses, government assistant vouchers, criminal background, and tenant income documentation annually, which shall be 12 months from and including the first month of the lease.
- f. Any adult occupant, regardless of whether such person is listed in the lease, must submit a Lease Application at the time such occupation begins. Should an adult occupant begin residing in the property after the initial application has been approved, such adult occupant shall be required to submit a new Lease Application and fee, along with a background approval form and fee. Failure to comply shall subject the new occupant to removal from the community and the Owner to covenant violation fines.
- g. All Current tenants whose lease expires within 60 days exclusive of any provision in that lease providing for a month-to-month tenancy at the expiration of the lease, and Prospective tenants and new Owners must sign a background-check allowance form, as provided by the management. A separate background check fee is required, which is in addition to the application/registration fee. If any Current tenant, Owner or family member, had not submitted to a background-check upon their tenancy, or at any time thereafter, all occupants not previously reviewed must submit to this procedure annually. This provision applies to all persons 16 years of age and older who will occupy the property for a total of 30 days

during the term of any tenancy or lease. Thereafter, every occupant of a Unit or townhome 16 years of age and older who will occupy any such Unit or townhome for a total of 30 days during the term of any tenancy or lease must sign a background check allowance form annually.

- h. All Prospective tenants must provide evidence of verifiable personal income payable to the tenant(s) and must abide by the income-to-rent ratio, set at 36%.
- i. All tenants must submit a picture of any vehicle which will be parked within the community within 30 days of the Association's demand therefor, and within 30 days of any change in the vehicle to be parked within the community.
- j. When a lease expires and is to be renewed by a tenant and Member, both the Member and tenant(s) must inform the Association of the lease renewal terms, including providing the Association management with a copy of any new lease or some written document acknowledging the renewal of the prior lease and any changes to those terms. Further, upon renewal, all tenants must submit any application in existence at the time of the renewal term. All tenants must abide by all the covenants, conditions, restrictions and rules and obligations in effect.
- k. Any occupant, whether considered a tenant or guest or otherwise, who stays, resides, or occupies the property for more than 30 days (non-consecutive) in any 12-month period must immediately apply for the Association's approval as described above, including submitting a separate and new Lease Application (and payment of said fee) and submit for a background check (and payment of said fee). The Association's determination of such status and calculation of the 30-day period is within the Association's sole and absolute discretion. Such person may be denied access to the community for failure to comply with this subsection, after reasonable notice is provided, and the Owner may be subject to a covenant violation fine for any failure to comply by the tenant or occupant.

14. Architectural and Development Control Rules and Procedures:

- a. No changes, whether temporary or permanent, are permitted to the appearance of the unit or premises, including, but not limited to, doors, light fixtures, lights, driveways, landscaping, lattice, flagpoles, portable basketball hoops, painting or storage structures, without the express written consent of the Association, pursuant to the Architectural Review Committee, except as exempted under subsection 14h of these rules.
- b. No changes are permitted to the landscaping of the Residential Lot, including adding or removing any particular element, without the express written consent of the Association, pursuant to the Architectural Review Committee.
- c. Prior to making any change, the Member must submit a written request for the changes and must attach all documents (e.g. pictures, diagrams, etc.) necessary for proper review by the Committee. Such written forms and procedures are available with the on-site management.
- d. Only written approval by the Committee may be relied upon by the Member, oral representations are not sufficient to bind the Association.
- e. No approval for painting a Single Family Home will be granted if the color of the Single Family Home under consideration will be the same as that of a neighboring unit on the same side of the street.
- f. For all units, the garage door may be painted the same color as the primary color of the paint scheme, or the same color as the front door, or the same color of the trim of the unit, as approved by the Architectural Review Committee.
- g. All painting requests require application to, and approval from, the Architectural Review Committee, even where the same color that currently is on the unit is to be re-applied. All bonds and insurances for painting must include Turtle Cay as a loss payee.
- h. Outdoor winter holiday lights and/or decorations will be permitted, without Architectural Review Committee approval, beginning on the Saturday before Thanksgiving and ending

on the second Sunday after New Years' Day. No outdoor holiday lights and/or decorations are permitted on dates outside the permitted period listed herein, without prior written approval by the Architectural Review Committee.

- i. All outdoor lighting must use either white or yellow bug lights, except during the period described in subsection 14e of these rules.
- j. All requests for the placement of a portable basketball hoop must be made to the Architectural Review Committee. Such portable basketball hoops, if approved, must be placed no further than the mid-point of the driveway/drivestrip, with the back facing the front yard, when in use. When not in use, the portable basketball hoop must be stored out of view of the street and neighboring units.

15. Maintenance of Property Rules:

a. Townhomes:

- i. Each owner is responsible for maintenance and repair of their units, including repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within each Unit.
- ii. The neighboring owners are jointly responsible for the structure of the party-wall.
- iii. In the event of damage or destruction of the party-wall, it shall be repaired as a common expense for each of the Unit owners affected, and shall be divided equally thereto.
- iv. The Member, registered tenant, or guest may not place any obstruction, fence, wall, tree or shrubbery on the grounds that would otherwise prohibit, restrict, or hinder the access needed by the Association's vendor performing lawn maintenance on the property.
- v. The owner is responsible for the maintenance, repair, and cleaning of the screen enclosure. The Member, registered tenant, or guest must ensure the screen enclosure is maintained in such a fashion so that it remains clean, sanitary, neat, safe, and in an orderly condition.
- vi. The owner must maintain the coach light fixtures in a like manner such that the color matches the adjoining surface color of the unit.
- vii. Further obligations are described in the Declaration.

b. Single-Family Homes:

- i. Members, registered tenants, or guests are responsible for the maintenance of the Residential Lot and Unit.
- ii. Landscaping is the responsibility of the individual owner or tenant, and is not the responsibility of the Association.
- iii. If the landscaping is not in compliance with the overall aesthetic requirements of the community, the Association is entitled, but not required, to force compliance either by violation and fine, or by correcting the violation and imposing a special assessment upon the property.
- iv. Further obligations are described in the Declaration.

16. General Provisions:

- a. No Residential Lot or Unit shall be used except for residential purposes.
- b. There shall be no swimming or boating allowed in any of the Lakes or common waterways.
- c. Irrigation is not permitted from the common area waterways.
- d. No building or structure of temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Residential Lot or Unit at any time.
- e. No noxious or offensive activity shall be carried on upon any Residential Lot or Unit, nor shall any activity be conducted that will constitute a nuisance to the neighborhood.

- f. Owners are responsible for control of rodents and insects related to the respective Residential Lot or Unit.
- g. No sign of any kind shall be displayed to the public on any Residential Lot or Unit, except for one sign of not more than 18"x24" advertising that the property is for sale or rent.
- h. No clothes, rugs, or other objects may be hung, exposed, or dusted from the windows or from the front façade of any unit. No clotheslines or other out-door drying methods shall be erected in the front yard, side yard, or back yard of any Residential Lot.

OWNER ACKNOWLEDGEMENT

The undersigned owner(s) acknowledge(s) receipt of these Rules and Regulations of Turtle Cay Master Association and understand(s) that all owners, residents, tenants, visitors, and vendors to the property must comply with the terms contained herein, and with any additional obligations that may pertain as written in the recorded Declaration and By-laws.

It is the obligation of the owner(s) to communicate these Rules and Regulations, and other binding obligation documents, to all residents, tenants, visitors, and vendors. The undersigned owner(s) acknowledge(s) this responsibility.

Property Address

Print: Owner Name	Signature	Date
Print: Owner Name	Signature	Date
<hr style="border: 1px solid black;"/> Print: Owner Name	Signature	Date

Gate Phone Number: 561-845-5569

Pin Number #

Date :

Manager: