

# ESCAPE TAMPA BAY- THE OAKS

The following rules are intended for the comfort, welfare and safety of you and your neighbors, and to maintain the beauty of ESCAPE Tampa Bay- The Oaks. The rules may be changed from time to time. Refer to your Lease or Use Agreement for additional rules. Your cooperation is greatly appreciated.

## FIRE SAFETY

- No Fires, Fireworks, Sparklers, Candles, or anything with a flame are to be used on the grounds constituting Tampa Escape Oaks, other than gas BBQs
- Only gas BBQs and Grills shall be allowed, may only be placed on the deck, but must be positioned at least five feet from the Unit.
- The space around your home and electric boxes must be kept clear of all trash and debris.
- Do not block fire lanes, streets, driveways, or alleys.

## UTILITIES / SERVICES

- **Water & Sewage:** Do not flush down the toilet: grease, baby wipes, feminine products, kitty litter, paper towels, dental floss, hair, condoms, gum & cotton balls. ONLY human waste and toilet paper. You will be liable for any damage.
- Report water/sewer system leaks or breaks immediately.
- **Trash:** Trash must be in trash bags and deposited in the trash bins provided by Tampa Escape Oaks. Do not leave trash outside.

## VEHICLES / PARKING

- Resident Vehicles: A maximum of two (2) vehicles per lot, space permitting.
- Guest Vehicles are to be parked in the parking area located near the front entrance of Tampa Escape Oaks.
- No parking in Fire Lanes, No Parking Zones, Handicap Parking, neighbors' sites without permission, or blocking the street.
- No parking of inoperable, unused, or unlicensed vehicles.
- No vehicle repairs and no washing of vehicles on premises.
- No driving or parking on lawns or landscaping.
- Management will ban any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the community. All vehicles must have factory quiet mufflers.
- Only vehicles licensed and used for daily personal transportation will be allowed to be parked in the community.
- No truck larger than three-quarter (3/4) ton with pickup bed will be permitted in the community. All commercial trucks, boats, off-road vehicles, campers, tractors, trailers, motorhomes, step vans, or other large vehicles are not permitted in the community.
- Bicycles, motorcycles, and mopeds will be permitted only as transportation via the shortest route in and out of the community. No joyriding will be permitted within the community. ATV's, mini bikes, dirt bikes, go-carts, or any motorized vehicles not properly licensed are prohibited.
- All vehicles must not exceed the speed limit of five (5) miles per hour and obey all "stop signs" or other posted warnings.
- Vehicles in violation of these rules may be immobilized or towed without notice at the vehicle owner's sole expense.

## PETS / DOGS

- Unit owners may have one small, well-behaved pet. No other pets shall be allowed on the property.

**RESIDENT CONDUCT / MUTUAL ENJOYMENT** Residents and their guests shall conduct themselves in a manner not to be detrimental or incompatible with the interest, harmony, comfort or welfare of the residents, guests, or management of the community. Any noise or conduct which disturbs the peaceful enjoyment of the community by neighbors, or is a nuisance to other residents, or which constitutes a breach of the peace, at any time of the day or night, is prohibited. No alcoholic beverages are to be consumed in the common areas of the community. Illegal drugs are not permitted in the community. No loitering. Any resident/guest who causes a disturbance that requires law enforcement be called to the property is subject to eviction. Quiet time is from 10:00pm through 8:00am.

**NO SMOKING POLICY** No smoking shall be allowed on the grounds/common areas of Tampa Escape Oaks, including on or within any of the amenities of the Oaks.

**USE AND OCCUPANCY** Without prior written consent of Management, the existing units and sites may not be occupied by more than two (2) or four (4) persons per unit, dependent upon the size of the unit. Management, in its sole discretion shall determine whether the unit may be occupied by two (2) or four (4) persons.

**USE OF AMENITIES** All amenities, if any, must be respected and treated as though you were the personal owner of them. Amenities within the community are reserved for the exclusive use and enjoyment of the Residents and their guests. All safety rules, regulations and other community rules must be obeyed at all times without exception. Management reserves the right to terminate any resident's or guest privileges, with respect to use of amenities, for a period to be determined in accordance with the seriousness of the offense, when the Rules & Regulations are deliberately violated. The amenities are provided for community use on a "USE AT YOUR OWN RISK" basis.

**CHILDREN** A person who is the legal responsibility of a guardian or parent or who is unable to preserve his or her own safety shall be deemed a Person Requiring Supervision. While in any common areas, a Person Requiring Supervision shall be closely supervised by a Supervising Person (a Resident or guest who accepts legal responsibility for the actions and safety of the Person Requiring Supervision). If the conduct of the Person Requiring Supervision is disruptive or disturbing to the other Residents of the community, Management has the authority to require that the Resident remove and/or ban the Person Requiring Supervision from any common area in the community. Residents and guests of Residents are not permitted to play in the streets, in vacant lots, or in the yards of other residents, are not permitted to climb trees in the community or play ball in the community streets or to pass through other residents' yards. A Person Requiring Supervision must be off the streets at night between sunset and sunrise unless accompanied by a Supervising Person.

**GUESTS** All persons who are not registered with management as approved occupants are defined as guests. Guests shall not stay in the community more than fifteen (15) consecutive days or 30 days in any year without registering with management. All guests must comply with the community Rules & Regulations. Guests will not be allowed to bring a dog or any other animal into the community with them at any time other than bona fide service animals. If Management, in its sole discretion, determines that a guest has violated a provision set forth in these Rules & Regulations, upon request by management, a guest must vacate the community.

**WEAPONS** The use or display of weapons on these premises by Residents or guests is prohibited, including firearms, air rifles, bows & arrows, slingshots or any other type of weapon.

**LAWS** All federal, state, and county laws, and all local regulations or ordinances, and deed restrictions, must be obeyed by the Residents and their guests.

**WAIVER** No waiver of any default by Resident shall be implied from any omission by Management to take any action with respect to the default, in the event such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Admissions Agreement or any existing Lease by Management shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Management to any act by Resident which requires

Management's consent shall not be deemed to waive or render unnecessary Management's consent to any subsequent similar act by resident. The rights and remedies of Management contained herein are cumulative and shall be in addition to those prescribed by law.

**EMERGENCIES** In the event of life-threatening emergency dial 911 first, then notify Management. Please respect the private nature of the manager and superintendent. Limit after-hour calls and visits to emergency situations which pertain to the community and require immediate action to prevent community or resident property damage.

**INSURANCE** Management does not maintain insurance to cover any unit owned by a Resident or personal property or belongings of Residents. Residents shall obtain insurance to protect this risk and are encouraged to obtain coverage for risks resulting from Residents' actions or failure to act while occupying Tampa Escape Oaks.

**RIGHT OF ENTRY AND INSPECTIONS** Resident agrees to allow Management, or its agents, at all times, access to the property surrounding and adjacent to the unit occupied by Resident for the purposes of inspection, maintenance, repairs to prevent an imminent danger, or for the protection of Escape Oaks.

**CONDITIONS/ALTERATIONS** Resident shall not make any alterations, changes or additions to the Escape Oaks premises, including, but not limited to landscaping, fences or retaining walls, without the express written consent of Management.

**ITEMS/ADDITIONS ADJACENT TO UNIT** Residents are not allowed to place external decorations or other items, such as storage units, containers, clothes lines or any other item on or near Resident's unit without the express written approval of Management. Any items or containers of any kind that collect water around a unit are considered a nuisance and potential breeding ground for mosquitos and must be eliminated.

**MATTERS NOT ADDRESSED IN RULES & REGULATIONS; AMENDMENTS** Management reserves the right to set policy for situations not covered in these Rules & Regulations to the extent permitted by law. These Rules & Regulations supersede all others. These Rules & Regulations may be amended from time to time in accordance with applicable law, without the consent of Resident.