

The Tennyson

The Tennyson Owners' Association, Inc.
P.O. Box 3945, Tallahassee, FL 32315
Tel: (850) 222-7926

2020 FREQUENTLY ASKED QUESTIONS AND ANSWERS

Q. What are my voting rights in The Tennyson Owners' Association, Inc.?

A. The owner or owners of each condominium unit are collectively entitled to one vote on Association matters for that condominium unit. All unit owners are subject to and enjoy the benefits established in Declaration of Condominium for owners of a condominium unit.

Q. Do I have to be a member of any other association?

A. No, but each unit owner is a member of The Tennyson Owners' Association, Inc. by virtue of his or her ownership in the unit.

Q. How much are my assessments to the Association for my unit and when are they due?

A. Annually, the Board of Directors determines the amount of the monthly assessment based on the approved annual budget for the Association. Each member of the Association is required to pay the monthly assessment established by the board. The amount of the assessment is uniform for each residential unit; it is not based on the size of the residential units.

The monthly assessment for 2020 is **\$575** for each residential unit. The monthly assessments for the Development Reserve Areas are set annually in accordance with a formula established in the Declaration of Condominium. The assessment includes contributions toward operating expenses and Association reserves. Assessments are billed monthly via electronic mail by the association manager and are due by the 1st day of each month. To avoid a late payment fee, and interest on unpaid balances, the Association must receive payment by the 10th of each month. Assessments are payable to "The Tennyson Owners' Association, Inc.," P.O. Box 3945, Tallahassee, FL 32315. Payments may be made by check, ACH debit transfer through the unit owner's bank account or by credit card. Contact the Tennyson's association manager for the details of payment options.

Q. What restrictions exist in the condominium documents on my right to use my unit?

A. There are various restrictions of the use of the unit. Allowable uses and prohibitions are described in the Tennyson's governing documents. For example, the unit is limited to residential uses. There is no age restriction for owners and their families (e.g., 55+ community); children are permitted to reside in residential units. There are restrictions on the number, type and size of pets (refer to the board's regulations for pets and other animals). Owners and tenants are responsible for reviewing and abiding by all governing documents, including the use restrictions. Prospective purchasers should carefully review and understand the requirements and privileges prior to purchasing a unit. Refer to the governing documents for specific requirements and use limitations.

Q. What restrictions exist in the condominium documents on the leasing of my unit?

A. All lease agreements must be in writing and are subject to inspection by the Association. In addition, no condominium may be leased for a period of less than 30 consecutive days for any reason. No condominium unit may be sold or operated on a time-share basis. All tenants must register with the Association prior to occupancy of a unit. The Association has adopted rules relating to the leasing of units and may enforce the same directly against a unit owner, tenant or other occupant by the exercise of such remedies as the Board of the Directors deems appropriate, including eviction. Refer to the board's rules for leasing units.

When a unit is leased, a tenant shall have all use rights in the Association property and those Common Elements otherwise readily available for use generally by unit owners and the unit owner shall not have

such rights except as the guest of another unit owner. However, nothing in the governing documents interferes with the access rights of the unit owner as a landlord, in accordance with Florida law. No “For Lease” signs may be displayed from the unit or any limited common element.

During a lease term, the unit owner remains obligated to pay the monthly assessments due to the Association and any agreement or other attempt to transfer such obligations to a tenant or other party is not enforceable against the Association, which shall retain the right to place a lien on a unit for non-payment of the assessment and as otherwise allowed under the Declaration of Condominium and the Florida Condominium Act. If a unit owner is not in good standing with the Association, the tenant will not have right of use of the amenities of the Association. Furthermore, if a unit owner is delinquent on payment of monthly assessments to the Association, the Association may require that the tenant pay the rent directly to the Association until the monetary obligation is satisfied.

Q. May unit owners advertise and lease their units on a short-term basis?

A. No. Unit owners may lease their units only if the term of the lease is one (1) month or longer and is limited to residential use. Daily, weekly or other transient leasing or renting of units, such as through *Airbnb* or *VRBO*, is strictly prohibited. All leases and the rights of tenants are subject to the provisions of the Tennyson governing documents and the Association’s rules and regulations. Furthermore, unit owners may be held responsible for damages or violations of Association requirements caused by their tenants. The Association has the right to approve leasing agents and may prohibit the rental of a unit by a leasing agent who does not provide tenants with appropriate information, who permits overloading of a unit or who has in the past failed to cooperate with the Association in resolving tenant violations or whose tenants have shown a pattern of tenant violations.

Q. Does my vehicle have to be registered with the Association and are parking spaces assigned or unassigned?

A. Yes. If a unit owner or tenant intends to park a vehicle at the Tennyson or either a regular or intermittent basis, the vehicle must be registered with the Tennyson and display a Tennyson-issued parking decal. Parking spaces in the parking garage are assigned; they are considered “Limited Common Elements” and are associated with specific residential units. Parking spaces on the ground level are unassigned parking spaces for short-term parking by unit owners and tenants and their visitors and for Tennyson vendors and contractors, subject to availability.

Q. May a tenant park in the parking garage?

A. A tenant may use the parking space(s) assigned to the leased unit if the lease authorizes such use. No unit owner or tenant may park in a space that is not assigned to that unit or person. Unit owners and tenants must obtain and display a valid Tennyson parking decal for any vehicle to be parked in the parking garage. Vehicles not displaying a valid parking decal or parked in violation of the board’s rules for the parking of vehicles are subject to towing from the premises, fines or both and their owners are responsible for the costs of towing and vehicle retrieval.

Q. May unit owners store unregistered vehicles or trailers, vehicle parts or other materials in the parking garage?

A. No. The Declaration of Condominium and the board’s rules provide that only operable vehicles may be stored overnight on Tennyson property without the prior written consent of the Association and that no parking space may be used to store trailers, boats, RVs, vehicle parts, coolers, or other materials or equipment.

Q. Does my pet have to be registered with the Association?

A. Yes. Each unit owner or tenant who keeps or maintains a pet in a unit must register the pet(s) with the Association using the pet registration form provided by the Association within two (2) business days of a pet being first kept or maintained in a unit. Guests must register their pet(s) immediately upon entering the Tennyson premises. A color photograph of the pet must accompany the pet registration form.

Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A. Yes. There is a refundable security deposit for the use of the Board Room, Amenity Room or Terrace and, depending on the activity, a non-refundable rental fee for use of the facilities. In some circumstances as described in the board regulations on the use of Tennyson amenities, an off-duty concierge must be present for the duration of the event at a rate of \$25 per hour payable by the unit owner/resident. There is no annual fee for the common use facilities such as the Fitness Room. See the board rules for the use of Tennyson amenities for specific requirements and fees.

Q. Is the Association (or other mandatory membership association) involved in any court cases or lawsuits in which it may face liability in excess of \$100,000?

A. No.

Q. May unit owners or residents use or store any type of grill (including an electric grill), fire pit or so-called “Tiki” torches on their balconies? If not, does state law or condominium rule impose that restriction?

A. No. The Association is following state law by prohibiting such devices on balconies. The State of Florida mandates that counties and municipalities adopt and enforce all National Fire Protection Association (NFPA) codes and requirements. The current Florida Fire Prevention Code provides that no gas-fired, charcoal or electric grill, hibachi, fire pit or similar device may be used on any balcony, under any overhanging portion or within 10 feet of any structure (except 1 and 2-family dwellings not applicable to the Tennyson). Furthermore, effective December 31, 2014, no grills or other similar devices may be stored on a balcony even if not used.

Q. May unit owners alter the exterior portion of their unit, including limited common elements such as balconies, by painting, changing colors, adding or removing floor tiles or decking, adding vents or replacing light fixtures, sliding glass doors or screens?

A. Unit owners may do so **only** if the alteration is first approved by the Association. The Association requires a unit owner to file an application for any alteration of the exterior portion of a unit and receive written approval before any such alteration may be performed. An exception to this requirement is the in-kind, same color replacement of existing exhaust vent covers. Furthermore, in accordance with the Declaration of Condominium, no indoor-outdoor carpet, river rock or unglazed ceramic tile and its grout may be used on balconies or terraces. All tile and its bedding and grout, if approved by the Association, must be of such materials and so applied as to be waterproof and provide drainage. Refer to the board’s rules for unit alterations. **In order to preserve the integrity of the post-tension slab and overall building structure and for safety reasons, under no circumstances may a person may drill, drive nails or install fasteners into or otherwise penetrate the concrete floors or ceilings of any unit, balcony, patio or other common or limited common element.**

Q. Does the Association retain an Association Management firm to assist it in managing the Tennyson or is the Association self-managed?

A. The Tennyson Owners’ Association, Inc. has contracted with Total Professional Association Management (TPAM), located in Tallahassee, as its association management firm. The association management firm may be reached by contacting the Concierge desk in the lobby, by telephone at: (850) 583-1173 or by email at tennysonmanager@gmail.com or mary.jackson@tpam.biz.

Note: The statements contained herein are only summary in nature and are solely for ease of reference. Unit owners, tenants and prospective purchasers should carefully review the Declaration of Condominium, Articles of Incorporation, Bylaws and rules regulations and board policies, their exhibits and references and any other relevant documents to fully understand unit owners’ rights and obligations.

Approved for distribution by the Board of Directors on _____.