

*The Tennyson,  
A Condominium*

A Handbook of  
Rules, Regulations and Policies  
of The Tennyson Owners' Association, Inc.

2020 - 1<sup>st</sup> Edition





The Board of Directors has prepared this edition of the *Handbook* of rules, regulations and policies of The Tennyson Owners' Association, Inc. adopted by the Board of Directors as of January 1, 2020. These rules, regulations and policies are binding on Association Members and are enforceable. They are subject to change as provided by the Association's governing documents and the Florida Condominium Act.

Other privileges, standards, procedures, restrictions and limitations on use or activities relating to *The Tennyson* are set forth in the governing documents and are also binding on Association Members.

Association Members are strongly encouraged to become familiar with and periodically review the following governing documents: Declaration of Condominium, Articles of Incorporation, Bylaws of the Association, Rules and Regulations, Covenants and Restrictions, and Frequently Asked Questions and Answers.

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## **GENERAL**

### **RULES AND REGULATIONS**

RULES AND REGULATIONS CONCERNING USE OF THE TENNYSON, A  
CONDOMINIUM, EFFECTIVE UPON THE RECORDING OF THE DECLARATION

THE RULES AND REGULATIONS AS SET FORTH HEREIN SHALL BE IN ADDITION TO AND EXPRESSLY SUBJECT TO ANY RULES AND REGULATIONS AS PROMULGATED FROM TIME TO TIME BY THE BOARD OF ADMINISTRATION OF THE TENNYSON HOMEOWNERS' ASSOCIATION, INC., INCLUDING WITHOUT LIMITATION, ANY RULES AND REGULATIONS RELATED TO THE LEASING OF UNITS, TO INSURE THE MAINTENANCE OF THE CONDOMINIUM AS A DEVELOPMENT OF THE HIGHEST QUALITY AND STANDARDS.

1. The sidewalks, entrances, passages, public halls, elevators, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Building.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the Common Elements, except those areas specifically designated by the Association. Nothing shall be hung or shaken from any doors, windows, roofs, balconies, terraces or patios or placed upon the window sills of the Building, except that, notwithstanding anything herein to the contrary, one portable, removable United States flag may be displayed in a respectful way.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, corridors, stairways or fire towers of the Building.
4. No public hall or public elevator of the Building shall be decorated or furnished by any unit owner in any manner.
5. Each unit owner shall keep the unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No window guards or other window decorations shall be used in or about any unit.
7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except as permitted pursuant to the Declaration.
8. No ventilator or air conditioning device shall be installed in any unit.
9. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the local fire department and the public authorities have jurisdiction, and the Declaration, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owner's unit.
10. No bicycles, scooters or similar vehicles shall be taken into or from the Building through the main entrance or be allowed in any of the elevators except the elevators may be used to move such items to Floors 1-4 only, and no baby carriages or any of the above mentioned vehicles shall be allowed to stand in the common halls, passageways or other common areas of the Building.
11. No unit owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other unit owners or tenants. No unit owner shall play upon or cause to be played upon any musical instrument, operate or permit to be operated a phonograph, radio, television set, loud speaker, or other sound amplification device in such unit owner's unit between 10 p.m. and the following 9 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or cause to be practiced either vocal or instrumental music between the hours of 10 p.m. and the following 9 a.m. No construction or repair work or other installation involving noise shall be conducted in any unit except on weekdays (not including legal holidays) and only between the hours of 8 a.m. and 5 p.m., unless such construction or repair work is necessitated by an emergency. Unit owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their units or any terrace or deck appurtenant thereto.
12. All service and delivery persons will be required to use the entrance designated by the Board.

13. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they are designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.
14. The agents of the Board and any contractor or worker authorized by the Board may enter any room or unit at any reasonable hour of the day for the purpose of inspecting such for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonabl[y] interfere with the use of such unit for its permitted purposes.
15. The Board may retain a pass-key to each unit. If any lock is altered or a new lock is installed, the Board shall be provided with a key thereto immediately upon such alteration or installation. If the unit owner is not personally present to open and permit an entry to his unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the Bylaws and has not furnished a key to the Board, then the Board or its agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium) may forcibly enter such unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such unit owner's property).
16. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.
17. The Board may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.
18. Complaints regarding the service of the Condominium shall be made in writing to the Board.
19. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.
20. Except as permitted under the Declaration and Bylaws, unit owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
21. No unit owner or any of his agents, servants, employees, licensees or visitors shall at anytime bring into or keep in his unit, any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of said unit.
22. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No unit owner or occupant shall permit anything to be done or kept in his unit or in the Common Elements which result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.
23. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Association, whether for such unit owner's unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and the Board shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
24. No group tour or exhibition of any unit or its contents shall be conducted, nor shall any auction sale be held in any unit without the consent of the Board.
25. All persons must comply with the requirements of the Florida Condominium Act, Articles of Incorporation of the Association, Bylaws of the Associations, the Declaration, and these rules and regulations.
26. Owners, tenants, guests, etc., shall ensure that all garbage moved from a unit to a garbage chute shall be secured in such manner to prevent leaks, spills, etc.

## **Guidance Packet**

### **for Sellers and Purchasers of a Condominium Unit at *The Tennyson***

**January 2020**

#### **SUMMARY**

##### **SELLER NOTIFICATION REQUIRED**

The Tennyson Governing Documents require the owner of a condominium unit at the Tennyson to notify The Tennyson Owners' Association, Inc. ("Association") in writing of the unit owner's intent to sell or otherwise dispose of his or her condominium unit **and** to identify the intended Purchaser or Grantee. With few exceptions, no sale is valid if a unit owner has not given the required notice to the Association.

Except in specific, limited circumstances, the sale of a condominium unit is subject to approval by the Association and a *Certificate of Approved Sale* issued by an authorized officer of the Association. No approval will be given unless all assessments to the unit ("condominium dues") have been paid.

##### **PURCHASER INFORMATION REQUIRED**

The Association requires proposed Purchasers of a unit to complete and submit a Purchaser information form that contains information relevant to the intended purchase and the Purchaser.

##### **30-DAY CONVEYANCE REVIEW PERIOD**

Once the required notice **and** information form have been fully completed and filed with the Association, the Association is allowed **up to thirty (30) days** from receipt to approve or disapprove the sale of a unit. This period is *regardless* of the scheduled closing date for the sale so please plan accordingly. Incomplete notices or information forms will not be considered and the 30-day review period will begin only once a properly completed notice and form have been resubmitted.

##### **ESTOPPEL CERTIFICATE PREPARATION FEE**

The Association charges the unit owner (Seller) a fee in accordance with the board's fee schedule (**minimum \$250**) to prepare and issue an Estoppel Certificate that states the status of all assessments affecting the unit. As provided by law, upon request, the fee will be refunded if the closing does not occur. Arranging for a refund is the obligation of the unit owner. The Seller's real estate agent or the Buyer's agent or mortgage lender can advise on the requirements regarding an Estoppel Certificate.

##### **WORKING CAPITAL CONTRIBUTION**

Notwithstanding the authority granted to the Association by its Declaration of Condominium, Section 16.11, the Association does not currently require a Purchaser of a condominium unit to make a working capital contribution in connection with the sale of a unit.

##### **UNIT CONVEYANCE FEE**

The Purchaser or Grantee of a unit must pay to the Association a unit transfer fee in the amount of \$100 at the time of conveyance of the unit.

(Cont.)

## **MOVE-IN FEE AND SECURITY DEPOSIT**

The Association does not charge a unit owner or tenant a move-in or move-out fee. However, as provided in its rules, the Association requires a security deposit of \$300 when an owner or tenant is moving in or out of the unit to cover any damages to the premises that occur doing the move. *The move must be scheduled in advance of the date of the move and may not occur on a Sunday.* Please review the Association's moving rules.

## **INSURANCE**

The Purchaser is strongly advised to purchase condominium insurance such as an HO6 insurance policy as the Association does not accept liability for damages or losses caused by a unit owner or tenant or for losses of personal property.

## **PET RESTRICTIONS**

Certain domestic animals are permitted as pets but are subject to various limitations including type, weight/size and behavior. *Note: The maximum allowable weight for a dog is 40 pounds.* Pets must be registered with the Association although there is no fee for the registration. Please review the Association's pet rules.

## **ATTACHMENTS**

Attached are the following forms:

- ***NOTICE OF INTENT TO SELL OR CONVEY CONDOMINIUM UNIT*** form *(to be completed by the Seller)*
- ***PURCHASER BIOGRAPHICAL INFORMATION*** form *(to be completed by the Purchaser)*

## **FILING INSTRUCTIONS**

Mail or FAX completed forms to:

The Tennyson Owners' Association, Inc.      Fax: (850) 222-7610  
ATTN: Tennyson Association Manager  
121 N. Monroe Street, P.O. Box 3945  
Tallahassee, FL 32315

## **INFORMATION OR ASSISTANCE**

For more information, call The Tennyson's Association Manager at (850) 222-7926 or email [tennysonmanager@gmail.com](mailto:tennysonmanager@gmail.com)

**→ This updated Guidance Packet dated November 2019 supersedes and replaces all previous versions ←**

Unit Sales and Purchases, Chapter 2.1  
Rev. 01/2019  
Rev. 11-01-2019

**NOTICE OF INTENT TO SELL OR CONVEY CONDOMINIUM UNIT**

Date: \_\_\_\_\_

To: **The Tennyson Owners' Association, Inc.**  
**Board of Directors, Attn: Association Manager**

From: \_\_\_\_\_ Unit # \_\_\_\_\_

\_\_\_\_\_  
[Print Full Name of Unit Owner(s)]

Mail Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_ Tel: \_\_\_\_\_

In accordance with the *Declaration of Condominium of The Tennyson, A Condominium*, I/We hereby **GIVE FORMAL NOTICE** to the Tennyson Owners' Association of my/our intention **to sell, gift, convey or otherwise dispose of the above-numbered unit** at the Tennyson. Furthermore, I/we hereby **GIVE FORMAL NOTICE** to the Association that I/we intend to sell, gift, convey or otherwise dispose of my/our unit to the party named below and upon the terms specified in Paragraph 24 RESTRICTIONS ON SALES of the Declaration of Condominium. The receipt of this NOTICE and the attached form (biographical information form) by the Tennyson Owners' Association's Board of Directors shall constitute valid notice of my/our intention to dispose of the above-numbered unit.

Full Name of Intended Grantee(s): \_\_\_\_\_

Mail Address: \_\_\_\_\_

\_\_\_\_\_

I/we understand that except as specifically exempted in the Declaration of Condominium no transfer or conveyance of a condominium unit shall be valid without the approval of the Association, which approval shall not be unreasonably withheld. Approval shall be by a Certificate of Approval, in recordable form, signed by an authorized Officer of the Association and shall be delivered to the Purchaser or Grantee and made a part of the document of conveyance. Failure of the Association to issue approval or written disapproval within thirty (30) days from receipt of the NOTICE shall be deemed to constitute approval.

I/we further understand that I/we may not sell or otherwise transfer my/our unit and no approval may be given until all assessments due are paid, or their payment are provided for to the satisfaction of the Association.

The Purchaser information required pursuant to Paragraph 24.1 is attached and incorporated into this NOTICE.

**I/we hereby attest all information contained in this NOTICE and accompanying attachment are true, complete and accurate to the best of my/our knowledge.**

By: \_\_\_\_\_

Attachment

[Date received by Association: \_\_\_\_\_] By: \_\_\_\_\_



## **NOTICE TO PROSPECTIVE PURCHASER OF CONDOMINIUM UNIT**

### **Required Submission of Biographical Information by Purchaser**

Pursuant to Paragraph 24 RESTRICTION ON SALE of the *Declaration of Condominium of The Tennyson, A Condominium*, **no sale, gift, mortgage, conveyance, or transfer by any other manner of a condominium unit is valid without the approval of the Tennyson Owners' Association.** Such approval by the Association may not be unreasonably withheld. Approval shall be by a Certificate of Approval, in recordable form, signed by an Association officer and delivered to the Purchaser and made a part of the document of conveyance. Failure of the Association to issue approval or written disapproval within 30 days following receipt of notice and the required information shall be deemed to constitute approval.

Among other factors, this requirement is to assure a community of congenial residents and occupants, protect the value of the apartment and to further the continuous harmonious development of the condominium community. For the Association to consider the proposed conveyance of the condominium unit and grant its approval, the Association requires the Purchaser to submit in writing, and signed and dated by the Purchaser(s), the following information.

1. The full name and current residence of each Purchaser. If the Purchaser is a corporation, partnership, LLC or Trust, provide the name of the Principal or Trustee, as applicable.
2. Contact information for the Purchaser(s), including mailing address, telephone number and email address.
3. A biographical summary of the Purchaser (or Purchasers more than one), that includes information such as cities and states of residency, profession or employment history, community or other civic involvement, educational background, hobbies or other interests, history of compliance with association rules, relatives or friends in the community or living in the condominium and any other information that the purchaser(s) believes will demonstrate to the Association that the Purchaser(s) will contribute to a community of congenial residents and harmonious development of the condominium community.
4. The date of the closing on the unit. **Please note that the Association is allowed up to 30 days to issue approval or disapproval, regardless of the scheduled date of closing.**
5. Whether the condominium unit will be subject to a mortgage and if so, the name and address of the bank or other financial institution that will hold the mortgage.

Promptly mail or deliver the information to the Tennyson's Association Manager, c/o. The Tennyson.

### **Purchaser. Please note the following additional provisions regarding conveyance or leasing of a condominium unit:**

- A. No unit owner may sell or otherwise dispose of his or her unit or any interest therein without first providing the Association with written Notice of his or her intention to sell or otherwise dispose of his or her unit and the name and address of the intended grantee. *(An exception for certain relatives applies.)* Verify with your real estate agent or the unit owner that the required Notice has been given and the effective date of such notice.
- B. No unit owner may sell or otherwise transfer his or her unit nor shall Association approval be given until all assessment dues are paid. *(Certain, limited exceptions may apply.)* Verify with your real estate agent or the unit owner that all condominium assessments have been paid. The real estate agent or owner will contact the Tennyson's association manager to determine the status of the unit owner's account.
- C. Please note that if leasing the unit is contemplated, under no circumstances may the unit be leased or otherwise rented out for a term of less than thirty (30) continuous days, and such leases and tenants are subject to all applicable requirements of the Association.
- D. Pets are *strictly regulated* and are subject to breed, size, number, behavioral and other restrictions.
- E. No owner/tenant may move in or move out on a Sunday or without prior approval. Other moving restrictions apply.

**Biographical and Other Information by Prospective Purchaser  
of Condominium Unit at the Tennyson**

**1. Name(s) and Contact Information.**

Note: State full name of each PURCHASER, mailing address, current state of residency, telephone number and email address. If the Purchaser is a corporation, partnership, LLC or Trust, state the name(s) of the Principals or Trustees.

Purchaser: \_\_\_\_\_ Current state of residency: \_\_\_\_\_

Current Mail Address: \_\_\_\_\_ Tel: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Current state of residency: \_\_\_\_\_

Mail Address: \_\_\_\_\_ Tel: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

A. PURCHASER is a(n): \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Trust \_\_\_\_\_ LLC \_\_\_\_\_ Corporation  
(check one)

B. Does the PURCHASER intend to occupy the unit as his/her LEGAL DOMICILE? ☐ YES ☐ NO

If NO, will the unit be purchased as: ☐ a second or vacation home? ☐ investment property?

2. Unit to be purchased. Unit #: \_\_\_\_\_ Purchase price: \_\_\_\_\_

Parking space(s) #: \_\_\_\_\_, \_\_\_\_\_, Storage unit(s) # (if applicable): \_\_\_\_\_, \_\_\_\_\_

3. Scheduled date of closing. \_\_\_\_\_

4. Will the purchase be subject to a mortgage on the property? ☐ YES ☐ NO

If YES, state the name and address of the bank or other financial institution that will hold the mortgage:

Institution Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Tel#: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

- If Yes, Explain: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**6. Biographical Information on Purchaser(s).** Include cities/states of residency, profession or employment history, community or other civic involvement, educational background, hobbies or other interests, history of compliance with association rules, relatives or friends in the community or living in the condominium and any other information that the Purchaser(s) believes will demonstrate to the Association that the Purchaser(s) will contribute to a community of congenial residents and harmonious development of the condominium community.[Note: incomplete/nonspecific responses will not be accepted and are grounds for disapproval.]

[illegible]

BY: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser

tennyson purchaser form rev 03-2020 (adopted 04-07-2017 3 of 3).docx (03/15/2020)

# *The Tennyson, A Condominium*

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

## **Rules for the Leasing of Units**

1. **Preamble.** These rules establish the requirements and restrictions for the leasing of units in the Tennyson. Units may be leased only in accordance with these rules.
2. **Short-term Leasing Prohibited.** No unit owner may lease his or her unit for a period of less than thirty (30) continuous days. If a lease is terminated prior to expiration of 30 days, the unit may not be further leased until the 30-day period has passed.
3. **Persons Permitted as Lessees.** In accordance with Section 5 OWNERSHIP of the Declaration of Condominium, occupants of a leased unit must be one of the following persons and the families who reside with them: unit owner's guest; an individual lessee; an officer, director, stockholder, employee or designee of a corporate lessee; a partner, employee or designee of a partnership lessee; or a fiduciary or beneficiary of a fiduciary lessee. "Family" means one or more persons each related to the unit owner within the first degree, marriage, or legal adoption, or a group of three or fewer persons not all so related who maintain a common household in a unit.
4. **Tenant Registration Required Before Occupancy.** A tenant may not occupy a unit without first having completed and submitted a Tenant Registration and Contact Information form and having agreed to abide by all Tennyson governing documents including Association rules, regulations and policies.
5. **Unit Leasing Standards.**
  - A. A unit owner may lease his or her unit as a residence only and a lessee ("tenant") may use the unit solely for residential purposes. The maximum number of occupants must be consistent with the size of the unit, its design capacity and the number of bedrooms; no unit may be overloaded. No unit may be used for any immoral, improper, offensive or unlawful use.
  - B. A unit owner may not display any "For Lease" or similar sign or banner from the unit, Limited Common Element or Common Element.
  - C. The lease must be in writing and must require the tenant to abide by all terms, conditions and restrictions set forth in the governing documents of The Tennyson Owners' Association, Inc. ("Association") including its rules, regulations and policies. The lease must specify the lease term, effective date and the name, address and contact information of the lessee. The unit owner shall furnish the Association a copy of the lease upon request. A unit owner may not be required to disclose the rent being charged to the tenant. If a unit owner fails to furnish a copy of the lease after request by the Association, the Association may, in addition to any other remedies provided under the Florida Condominium Act, decline to issue building access fobs, parking garage openers or parking permits to the tenant or may deactivate any such devices or permits.
  - D. In accordance with Section 23. LEASING RIGHTS of the Declaration of Condominium, 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 the unit or who has, in the past, failed to cooperate with the Association in resolving violations, or whose tenants have shown a pattern of tenant violations.
  - E. The Association may not issue a building access fob, parking garage opener or a parking permit to a tenant who has not first completed and filed a Tenant Registration and Contact Information form with the Association and attested that the tenant has read and agrees to abide by the

Association's governing documents. Building access fobs, parking garage openers and parking permits will be released to the unit owner who is responsible for providing them to the tenant. Upon termination of the lease, the tenant must immediately surrender all fobs, openers and parking permits to the unit owner, and the unit owner may not transfer them to another tenant without the new tenant having first completed a new Tenant Registration and Contact Information form. The unit owner must promptly notify the Association when a lease has expired or when a tenant has vacated the unit.

- F. No unit owner may lease a parking space or a storage unit to any person who is not a unit owner or tenant in the Tennyson.
- G. The unit owner shall inform the tenant of the Association's move-in and move-out requirements prior to the tenant occupying the unit.
- H. If a tenant has a vehicle or a pet, the vehicle or pet must be registered with the Association in accordance with the Association's rules.
- I. The Association Manager and the Concierge on duty are authorized to deactivate any building access fob for any tenant whose lease has been terminated.
- J. When a unit is leased, the tenant has all the possession and use rights in that unit, Common Elements and Limited Common Elements, generally by unit owners, and the unit owner gives up his or her rights and privileges to enter and use Tennyson facilities for the duration of the lease except as a guest of the tenant or other unit owner.
- K. Leasing a unit does not relieve the unit owner from liability for losses or damages caused to Association property by a tenant. As provided in the Declaration of Condominium, the unit owner remains liable for the performance of all agreements and covenants in the governing documents and is liable for violations of any use restrictions by his or her lessee. Unit owners are encouraged to conduct background checks on prospective tenants and require their tenants to obtain and maintain renter's insurance at all times during their occupancy of the leased unit.
- L. In accordance with the Florida Condominium Act, if a unit is leased and the unit owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay the subsequent rental payments to the Association until the monetary obligations have been paid in full.<sup>1</sup>

6. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its Association Manager or its legal counsel to enforce this regulation and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, eviction of a tenant, liens and foreclosure provisions.

Authority: Declaration of Condominium Section 5 OWNERSHIP, Section 23 LEASING RIGHTS and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on April 7, 2017.

Effective Date: Immediately upon adoption

Unit Leasing, Chapter: 3.1

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<sup>1</sup> See Florida Condominium Act, §718.116(11)(a).



## The Tennyson, A Condominium

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

### TENANT REGISTRATION & CONTACT INFORMATION FORM

#### I. TENANT INFORMATION (LIST ALL TENANTS)

Tenant #1 Full Name: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Work Tel: #: \_\_\_\_\_

Home Tel. #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Tenant #2 Full Name: \_\_\_\_\_ Rel. to Tenant: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Work Tel. #: \_\_\_\_\_

Home Tel. #: \_\_\_\_\_ Email Address: \_\_\_\_\_

UNIT #: \_\_\_\_\_ Total # occupants in unit: \_\_\_\_\_ No. occupants under age of 18: \_\_\_\_\_

A. Tenant(s) will occupy unit on a: ☐ full-time basis (as a Resident) ☐ Part-time or Intermittent basis

B. Has the TENANT been a party to or the recipient of any notices of violation, fines, or enforcement actions issued or brought by a condominium or homeowners association within the past six (6) years? ☐ YES ☐ NO

If Yes, Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Association: \_\_\_\_\_

#### II. LEASE INFORMATION

Name of Unit Owner (LANDLORD): \_\_\_\_\_ Tel. #: \_\_\_\_\_

Lease is in the name(s) of (LESSEE): \_\_\_\_\_

Lease term: Begins on \_\_\_\_\_ Ends on \_\_\_\_\_

UNIT is leased: ☐ furnished ☐ unfurnished (see Move-in/Move-out rules for moving and furnishings delivery)

Parking space(s) leased: # \_\_\_\_\_, # \_\_\_\_\_ Storage unit leased: # \_\_\_\_\_

Mailbox # \_\_\_\_\_ Note: Unit and mailbox keys are provided to the tenant by the unit owner.

*Note: Security/access fobs, parking garage openers and parking permits will be released to the unit owner, not the tenant.*

Do any of the following have a key to the UNIT?: ☐ property mgr. ☐ real estate broker ☐ maid service

☐ nanny ☐ Tennyson neighbor ☐ other \_\_\_\_\_

**III. VEHICLE AND PET INFORMATION**

Will TENANT(S) have a pet in UNIT during the lease term? ☐ NO ☐ YES *[If yes, pet must be registered with Association.]*

Will TENANT(S) have a vehicle on-site during lease term? ☐ NO ☐ YES *[If yes, Tenant must register the vehicle with Association and display a parking decal/permit.]*

**IV. COMMUNICATIONS**

I prefer to receive Association NOTICES as follows:

General building/maintenance notices: ☐ email \_\_\_\_\_  
*[if not checked, notice will only be by posting in elevators]*

Package/mail delivery notice: ☐ email ☐ text message # (\_\_\_\_\_) \_\_\_\_\_

Personal/urgent message: ☐ email ☐ text message ☐ tel. # (\_\_\_\_\_) \_\_\_\_\_

**V. CERTIFICATION**

"I, hereby, certify that the information provided on this form is accurate and complete to the best of my knowledge. I have carefully read and agree to fully abide by the Tennyson Owners' Association's governing documents including its rules, regulations and policies at all times during the term of the lease. I agree to return all security/access fobs, parking garage openers and parking permits upon termination of the lease. I further acknowledge that I am responsible for and assume liability for all losses and damages caused by me or my guests during the lease term. I agree to keep the unit in a safe, sanitary and clean condition at all times during my occupancy of the unit and will promptly report any water leaks, electrical failures or damage to the unit, Common Elements or Limited Common Elements."

Signed: \_\_\_\_\_  
TENANT SIGNATURE DATE

Signed: \_\_\_\_\_  
TENANT SIGNATURE DATE

**OFFICE USE ONLY**

**Building access fobs (SONITROL 5-digit tracking #s)**

Fob #1: \_\_\_\_\_ Fob #2: \_\_\_\_\_ Fob#3: \_\_\_\_\_ Fob#4: \_\_\_\_\_

Garage Remote #1: \_\_\_\_\_ Garage Remote #2: \_\_\_\_\_

Vehicle Parking Permit #: \_\_\_\_\_

Pet Registration. #: \_\_\_\_\_

# *The Tennyson, A Condominium*

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

## **Rules Governing Security and Privacy**

1. **Preamble.** These rules establish certain requirements and prohibitions to enhance the personal security and privacy of unit owners and tenants, their family members and their guests when in the Tennyson or on Tennyson premises. Owners of residential units in the Tennyson and tenants residing at the Tennyson have a reasonable expectation of privacy and to feel secure while in their units and while using common areas of the Tennyson to access their units, parking spaces or storage areas or use common purpose rooms.
2. **Definitions.**
  - a. **Association.** "Association" means The Tennyson Owners' Association, Inc.
  - b. **Board.** "Board" means the Board of Directors of the Association.
  - c. **Board designee.** For the purpose of these rules, "Board designee" means the president of the Board of Directors unless the president or the board designates another board member as its designee and so notifies the association manager.
  - d. **Building access fob.** "Building access fob" or "key fob" means any small security hardware device with built-in authentication issued or provided by the Association and whose purpose is to control and secure access to the Tennyson, parking garage, elevators or interior rooms. It also means any remote garage door opener device issued or provided by the Association that allows vehicular access to the parking garage.
  - e. **Surveillance equipment.** "Surveillance equipment" means any audio recording, video recording, camera or tracking device used or intended to be used to record, identify the habits or conduct, or monitor the whereabouts of any unit owner or tenant or their family members or guests or track that person's vehicles without that person's awareness, knowledge or permission.
  - f. **Tenant:** "Tenant" means any person who occupies a residential unit by entering into a written lease for a specified term with the unit owner or unit's owner's legal representative, the lease term of which is not less than thirty (30) continuous days.
  - g. **The Tennyson.** "The Tennyson" or "Tennyson premises" means the Tennyson Condominium and all real estate, personal property and appurtenances attached to or associated with the condominium that are owned or under the control of the Association. It does not include any interior portions of the building that are identified as a "Development Reserve Area" in the Tennyson's Declaration of Condominium.
3. **Lease Subject to Inspection by Association.** Upon an affirmative vote of the board or upon the written request of the association manager, any unit owner who leases a unit must provide a copy of the lease in its entirety, excluding the amount of the rent, fees or security deposits which may be redacted, to the requester. Such lease must be provided within twenty-four (24) hours of the request. If the lease is not provided and the board or the association manager has reason to



believe that the lease or occupancy of the unit is in violation of any rules, standards or other requirement of the Association such that it may pose a security risk, cause harm or unlawfully invade the privacy of other owners or tenants, it may refuse to issue a building access fob to the tenant or tenant's representative and may deactivate any building access fob associated with the unit until such time as the board or the association manager determines that the unit and its occupancy are in compliance with all such Association requirements.

4. **Presumption of Security Risk.** For the purposes of these rules, leasing, including subleasing, a unit for less than 30 continuous days is presumed to pose a security risk to the Tennyson and its occupants. A person who leases a unit from the unit owner or the unit owner's representative without a written lease or with a lease whose term is less than 30 continuous days, or who fails to register as a tenant with the Association is not considered a bona fide tenant, is not entitled to any privileges as a tenant, including use of any building access fob or the parking garage, and is subject to removal from the premises in accordance with applicable provisions of Florida law.

5. **Prohibited Activities.**

- A. No unit owner or tenant may provide or transfer a building access fob to a person who is not a member of the owner's or tenant's family or a bona fide guest without first notifying the Association.
- B. No concierge or other employee or representative of the Association's management firm may provide access to the unit of an owner or a tenant without that owner's or tenant's permission except in the case of an emergency condition or for necessary inspection or maintenance activities, as provided under the Tennyson's governing documents and the Florida Condominium Act.
- C. No person may place, use or monitor any surveillance equipment in any common area of the Tennyson premises, including any portion of the parking garage. Unit owners and tenants, Association employees, media personnel and private investigators, whether or not licensed, are not exempted from this prohibition. Any surveillance equipment found on Tennyson premises will be removed immediately without notice and is subject to confiscation, and such unauthorized activities are subject to full law enforcement investigation and prosecution. Nothing in these rules shall be construed to prohibit the board from installing, operating or monitoring security cameras or devices at the entrances of the building, in the parking garage or in other locations to provide security to the building and its occupants. Cameras installed by the board shall be readily visible to persons or have signs stating that an area is subject to video monitoring for security purposes.
- D. No person may operate a drone or other unmanned aircraft system in any common area of Tennyson premises, except that the board, upon reasonable prior notice to unit owners, may authorize its representative or contractor to operate a drone if solely for the purposes of carrying out necessary inspections or investigations of the building's structure or condition.<sup>1</sup>

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<sup>1</sup> State law prohibits use of a drone to conduct surveillance on an individual or property. See F.S. §934.50 and F.S. §330.41

- E. No person may tamper with any Tennyson telecommunication equipment or wiring or transmit surveillance data using any Association-provided Internet connection or Wi-fi signal.
6. **Requirement for Reporting Lost or Stolen Fob.** Any person to whom a building access fob has been issued shall immediately report the loss or theft of the fob to the concierge on duty or the association manager.
7. **Limitation on Access to Association Security Monitoring System.** No employee of the Association or employee or representative of the Association's management firm may access or be granted access rights to view camera feeds from the Association's security monitoring system from an off-site location without written approval from the board or its designee.
8. **Notification of Security Breach or Unlawful Activity.** If any employee of the Association or any employee or representative of the Association's management firm discovers and or is made aware of the presence or use of surveillance equipment or other breach in security or any apparent unlawful activity on Tennyson premises, that person shall immediately notify the association manager who shall immediately notify the president of the Board of Directors. If the association manager is unavailable, then the employee or representative shall notify the board president directly. In the event of an emergency or threat of imminent danger, the employee or representative shall call "911" to summon law enforcement assistance. No video or other equipment, device or recording which may be considered evidence may be released without prior approval of the board or its designee or under a lawful order or warrant by a law enforcement officer.
9. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its association manager or its legal counsel to enforce these rules and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including removal of devices from common areas, monetary penalties and fines, and seeking civil or criminal prosecution, as applicable.

Authority: Declaration of Condominium, Section 10 USE RESTRICTIONS, Section 23 LEASING RIGHTS, Articles of Incorporation, Article IV. Powers and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on January 31, 2018

Effective Date: February 15, 2018

Security and Privacy, Chapter: 4.1

rules governing security & privacy (adopted 01-31-2018).docx (02/08/2018)

# *The Tennyson, A Condominium*

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

## **Board Policy on Collection of Assessments and Other Funds**

### **1. Preamble**

The Board of Directors ("board") establishes this policy for the collection of condominium assessments, fees, fines and other funds that are owed to The Tennyson Owners' Association, Inc. ("the Association") by owners of residential condominium units and Development Reserve Areas ("DRAs") and, as applicable, tenants. The Board finds that timely payment of such funds is necessary for proper financial management of the assets of the Association and to assure the availability of sufficient funds for the efficient administration and upkeep of the Tennyson. This policy establishes the process for collection of assessments and other funds in a fair and consistent manner that encourages voluntary compliance, and the procedures for the collection of past-due funds using legal tools authorized by the Tennyson's governing documents or the Florida Condominium Act. This policy provides the foundation for successful collection efforts in ways that minimize the Association's collection-related expenses.

### **2. Condominium Assessments**

In accordance with the governing documents and in conjunction with adoption of the Association's annual budget, the board establishes annually those assessments required to be paid by owners of residential units and DRAs to support Tennyson operations, maintenance and funding of reserves for deferred capital expenditures. It may also establish special assessments when deemed necessary.

- A. Regular Assessments.** Regular assessments are due by the 1<sup>st</sup> day of each month. Assessments are due monthly although owners may "pre-pay" future assessments for the calendar year in a single lump sum payment or in 1 or more monthly increments. Partial month payment of assessments will not be accepted.
- B. Special Assessments.** Payment of a special assessment shall be in the amount and frequency determined by the board at the time a special assessment is imposed. In its discretion, the board may require a special assessment to be paid in a single payment or in 2, 3, 4 or monthly increments; however, the interval between such increments will not be less than monthly.
- C. Payment Options.** Full payment of each assessment must be made to "The Tennyson Owners' Association, Inc." by the due date. Acceptable forms of payment are:
  - 1. Bank check, or personal check of an owner, mailed to the Association or its association management firm at the address specified on the Association's invoice for the assessment. Third-party checks or cash will not be accepted.
  - 2. Credit card. Payment by credit card must include any fee or surcharge to the Association by its bank or credit card vendor for the credit card transaction, rounded up to the nearest dollar. Credit cards currently accepted are American Express, Discover, Visa and MasterCard but are subject to change without notice. An owner may be required to register for this service using forms provided by the Association.

3. **ACH payment.** Electronic transfer (debiting) of payment from an owner's bank checking or savings account to the Association's bank account may be made on a one-time or on-going basis, and requires submission of ACH authorization forms completed by the owner. Electronic payment using Apple Pay, Google Pay and Samsung Pay will not be accepted.

**D. Application of Payment and Overpayment.** The Association will credit payments to the account balance in the following order of priority: interest accrued; late payment fees; court costs, attorney fees and other costs of collection; special assessments; regular assessments, with payment being applied to the oldest balance first; and, lastly, fines.

An overpayment will be refunded to the unit owner who made the overpayment if, within 45 days from the date of overpayment, the owner makes written request to the Association for a refund; if no request for refund is made within 45 days or if the unit has been sold or otherwise conveyed to another entity at the time of request, then the Association will apply the overpayment to future assessments relating to the unit.

**E. Late Payment Fees and Interest.**

1. **Late Payment Fee.** The board will charge a late payment fee for an assessment payment that has not been received by the Association by the 10<sup>th</sup> day of the month. Such late payment fee will be noted on the subsequent monthly invoice and be due by the 1<sup>st</sup> day of the following month. The late payment fee shall be equal to 5% of the assessment but not less than \$25. (For example, if a monthly assessment of \$560 is not paid by the 10<sup>th</sup> day of the month, the late payment fee is \$28, due by the first of the following month.)
2. **Interest on Unpaid Assessment.** The board will charge interest, at a rate of 18% per annum, on an assessment payment that is more than 30 days past due. Such interest charges will be noted on the subsequent monthly invoice and be due by the 1<sup>st</sup> day of the following month.
3. **Limited Waiver.** In its sole discretion, the board or its designee may waive the late payment fee and interest associated with a unit owner's 1<sup>st</sup> or 2<sup>nd</sup> delinquent payment within a 24-month period upon request by the owner and for good cause shown. The board will not waive other late payment fees or interest charges unless as part of a settlement or payment plan approved by the board.

**3. Returned Payment Fee**

An owner who makes any payment to the Association using a check that is returned by the bank due to insufficient funds or for any other reason or whose ACH or other electronic payment is reversed shall pay the Association a returned payment fee of \$35 and any bank charges greater than \$35 incurred by the Association that arises from the returned check or reversed ACH or other electronic payment. Such payment is due immediately upon written demand by the Association to the owner and will not be waived.

**4. Other Fees and Fines**

Amenity use and other fees such as move-in/move-out fees are payable in advance of the event or activity. If the fees are not paid in advance of the scheduled activity or event, the Association

may cancel or prohibit that event or activity from occurring, and it may use any lawful means to collect payment of any fees due to the Association.

Fines imposed by the Association become a collectable receivable due to the Association. The board may take any lawful means to collect fines from an owner including suspension of privileges and voting rights as permitted by law and under the governing documents except that no fine may become a lien against a condominium unit.

## **5. Account Delinquency**

When an owner fails to make one or more assessment payments when due, the unit owner's account becomes delinquent. Any account that becomes delinquent remains delinquent until all past due amounts are fully paid. Partial payments do not remove the delinquency status or waive the Association's rights and options under the Florida Condominium Act and the governing documents to collect all past due amounts. The Florida Condominium Act provides condominium associations with several remedies for account delinquencies that include suspending the rights of an owner whose account is delinquent (and tenant) to use certain condominium common elements (including cable TV and Internet services), suspending an owner's voting rights in the Association, requiring a tenant who occupies the delinquent owner's unit to pay the rent directly to the Association, filing a lien and foreclosing on the owner's unit.

- A. Loss of Use of Association Privileges.** After written notice to the owner, the owner and if applicable, the tenant occupying the unit, including their family members and guests are prohibited from entering, renting, or using the following common elements if the owner's account has been delinquent for more than 90 days: Amenity Room, Board Room, terrace, Fitness Room, and any Association-provided cable TV or Internet services (excepting any Internet-based telephone service) until the account balance is paid in full. Furthermore, if the owner's account has been delinquent for more than 90 days, the owner's voting rights in the Association are suspended until the owner's past-due account balance is paid in full.
- B. Tenant Payment of Rent to Association.** If a tenant occupies a unit and the unit owner is delinquent in paying any monetary obligation due to the Association, the board may make a written demand that the tenant pay subsequent rental payments directly to the Association, as provided in F.S. §718.116(11)(a). Generally, the board will invoke this authority when the unit owner's account has been delinquent for more than 60 days and the past-due account balance exceeds 1 month's assessment.
- C. Attorney Fees and Costs of Collection.** The owner whose account is delinquent is liable for payment of all legal costs incurred by the Association in pursuing collection of a past-due account balance, including attorney fees, court costs and other costs of collection of past-due assessments.
- D. Past-Due Notice.** When an account is past due, the Association will send a letter to unit owner of the delinquent account within 60 days of the date the account first became delinquent. The letter will be mailed to the unit owner of record by first class mail to the mailing address of record and to the unit owner's email address, if one is specified for notices. The letter will notify the owner of the account delinquency and the past due balance on the account, including late fees and any interest accrued, and the date by when the owner must pay all past due amounts to avoid additional fees and collection actions. It will also describe the next steps the association will take in the event the owner fails to pay the balance and will include a copy or summary of the owner's account ledger.

**E. Notice of Intent to File Lien.** If, after 90 days from the date the account first became delinquent, the account remains delinquent, the Association will notify the owner, as provided by F.S. §718.121(4), of the Association's intent to file a lien against the unit. The letter will state the past-due balance on the account, the date all past-due amounts must be paid to avoid a lien, and that if the amount is not paid the Association will, without further notice to the owner, refer the matter to its legal counsel for filing a lien against the condominium unit as provided by law. Such notice will be delivered to the owner by registered or certified mail, return receipt requested, and by first class United States mail to the owner at his or her last address as reflected in the records of the Association.

**F. Lien, Lien Satisfaction, and Foreclosure**

- 1. Lien Authorization.** No lien will be filed unless both of the following conditions have been met:
  - a. The board has voted to file a lien against the unit; and
  - b. At least 30 days have elapsed since the date on which a notice of intent to file a lien has been delivered to the owner, as provided by F.S. §718.121(4).
- 2. Expiration of Lien.** Generally, a lien is no longer effective 1 year after a claim of lien is recorded, as provided by law. Upon payment in full, the owner is entitled to a satisfaction of the lien.
- 3. Assessment Not Waived.** The board or its designee must authorize any settlement or payment plan with an owner in lieu of filing a lien. No settlement or payment plan may waive or reduce any portion of a past-due, current or future assessment.
- 4. Foreclosure.** Foreclosure procedures are governed by the Florida Condominium Act, and the board is the deciding authority where any action, consent or approval of the Association is authorized or required.

**6. Policy Subject to Change**

This policy supersedes any previous collection policies approved or implemented by the board including the *Collection Policy* approved by the board in June 2009. The board reserves its right to modify, update, expand or repeal this policy at its sole discretion.

Adopted by the Board of Directors on March 16, 2018.

Effective Date: March 30, 2018

Collections and Fees, Chapter 5.1

## **Schedule of Miscellaneous Fees**

**(As of January 1, 2019)**

|  |                     |
|--|---------------------|
| <b>1. Building Access Fob<sup>1</sup></b>                  | <b>\$25</b>         |
| <b>2. Parking Garage Remote Control Device<sup>2</sup></b> | <b>\$38</b>         |
| <b>3. Vehicle Registration Fee/Decal<sup>3</sup></b>       |                     |
| a. For each owned parking space                            | <b>\$3/vehicle</b>  |
| b. Additional decals                                       | <b>\$10/vehicle</b> |
| c. Replacement of lost or destroyed decals                 | <b>\$10/vehicle</b> |
| <b>4. Pet Registration Fee</b>                             | <b>N/C</b>          |
| <b>5. Unit Alteration Permit Application Fee</b>           |                     |
| a. For timely-filed application                            | <b>N/C</b>          |
| b. For after-the-fact/late-filed application               | <b>\$200</b>        |
| <b>6. Additional/Replacement Unit Entry Key/Lockset</b>    | <b>Actual Cost</b>  |

**Fees are payable in advance to “The Tennyson Owners’ Association, Inc.”**

**All fees are subject to change**

**Effective January 1, 2018  
Collections and Fees, Chapter 5.2**

schedule of miscellaneous fees (2019).docx (12/20/2018)

<sup>1</sup> Fob may be purchased only by a unit owner. Tenant must contact landlord for issuance of a fob.

<sup>2</sup> Device may be purchased only by a unit owner. Tenant must contact landlord for issuance of a device.

<sup>3</sup> For example, if a unit owner owns 2 parking spaces and registers 3 vehicles with the Association, the cost will be \$16.00 (2@\$3 + 1@\$10).

## **Board Policy on Financial Controls**

1. **Preamble.** The Board of Directors establishes the following financial controls to protect the financial assets of The Tennyson Owners' Association, Inc., assure the continued integrity of and access to its financial records, assure Association funds are expended in accordance with Board direction for the benefit of the Association, properly account for Association funds and to prevent any impropriety or appearance of impropriety regarding the handling of Association funds or other assets.

2. **Community Association Manager and Management Firm Financial Authority and Responsibilities.**

The Community Association Manager and the Community Association Management firm (collectively, "Association Manager") have authority and are responsible for the following:

- a. overall management and accounting of financial accounts of The Tennyson Owners' Association, Inc. ("Association"), including but not limited to, receipt and deposits of Association assessments and other accounts receivable, invoicing, payment of invoices for goods and services provided to the Association, reconciliation of bank statements and Association accounts and documentation of approval of invoices for payment and other accounts payable;
- b. preparing financial statements, daily back-up and storage of all financial records stored electronically, and retaining and filing of receipts, invoices and check copies;
- c. retaining voided or returned checks;
- d. permitting the Board of Directors or its designee to access, inspect and make copies of all Association financial records, including back-up files, upon request;
- e. providing the Board Treasurer with a copy of the Association's electronic files in QuickBooks format within five (5) business days following the end of each fiscal quarter;
- f. conducting background and pre-employment checks on all Association employees and not allowing any person in the Association Manager's employ who has a criminal record or has been charged with misuse of funds access to any Association accounts or funds without first notifying and receiving written authorization from the Board Treasurer;
- g. not employing any person assigned to work at the Tennyson who is related to the third degree to the Association Manager or any principal in the association management firm without first disclosing such relationship to the Board of Directors. Any person so employed and assigned to the Tennyson must have the requisite qualifications or experience to perform the essential duties of the position; and
- h. promptly notifying the Board of Directors of any financial discrepancies or unaccounted-for funds.

3. **Board Treasurer Financial Authority and Responsibilities.**

The Treasurer has authority and is responsible for the following:

- a. oversight of the management of the Association's accounts, in consultation with the Budget Committee;



- b. conducting period or random independent reconciliations of Association bank accounts and notifying the Association Manager of any discrepancies;
- c. signing of checks on behalf of the Association. In the absence of the Treasurer, the Board President or the Board Vice President is authorized to sign checks;
- d. administrator access to Association's accounts through the bank's online banking system, including adding and removing "Additional Recipients" who have limited access to bank statements;
- e. providing periodic financial reports to the Board of Directors and recommendations for improved practices, management and oversight; and
- f. receiving monthly bank statements and, upon request by the Association Manager, providing a copy of the most recent monthly bank statements to the Association Manager or past financial statements within three (3) business days of the request;

#### **4. Financial Practices.**

- a. The Association Manager has authority to commit up to two thousand dollars (\$2,000) in Association funds for reasonable and necessary Association expenditures without the prior approval of the Board of Directors or its designee.

In the event of an emergency where immediate action is necessary to protect Association property or the health and safety of building occupants, the Association Manager, with the concurrence of the Board President or the president's designee, may commit funds for purposes aimed at mitigating the emergency conditions but in an amount that does not exceed budget limits. As soon as practical following the emergency, the Association Manager shall notify the board members of such commitment of funds.

- b. The Association Manager shall prepare checks for payment along with an invoice or other documentation of the expense for review and approval by the Board Treasurer. If payment is to be made, the Association Manager and the Treasurer each shall initial their approval and the amount to be paid on the invoice. The Association Manager is not authorized to make electronic payments except to correct any ACH debiting errors of Association assessment payments made by Association Members.
- c. No officer, director, employee or agent of the Association may use a debit card issued in the name of the Association, or billed directly to the Association, for payment of any Association expense.<sup>1</sup>
- d. The Board Treasurer, Board President and Board Vice-President are authorized to sign checks on Association accounts and shall have access to the Association's account through the bank's online banking system. The Association Manager shall have custody of the unused checks for Association accounts. Any check written for an amount greater than \$10,000 requires the signatures of two (2) officers of the Association who are authorized to sign checks.
- e. The Association Manager and the Board President, as "Additional Recipients," are authorized to receive monthly bank statements of Association accounts electronically.

<sup>1</sup> F.S. §718.111(15)  
Page 25

- f. The Association Manager shall prepare and deliver monthly assessment and other invoices for condominium assessments to each unit owner of record at least seven (7) days prior to their due date and in accordance with the board's policy on collections of assessments and other funds.<sup>2</sup>
- g. The Association Manager shall identify the Reserves component of the Association monthly assessments based on the monthly assessments received, and the Board Treasurer shall transfer that amount from the Operating account to the Reserve account prior by the last business day of each month.
- h. Expenses may be paid from the Reserve account only upon the written approval or recorded vote of the Board of Directors. When payment of expenses from reserves is authorized, it must be made directly from the Reserve account, not from the Operating account and subsequently journaling of funds from the Operating account to the Reserve account unless the Board determines that such direct payment from the Reserve account is inadvisable.
- i. Except in extenuating circumstances, the Association Manager shall pay authorized and approved invoices for goods or services within thirty (30) days of receipt. Payment may not be in cash, money order, *Apple Pay*, *Google Pay*, *Samsung Pay* or similar electronic non-bank transfer of funds. The Association Manager may withhold payment for good cause and shall so notify the Board Treasurer (*See also ¶15D below*). Except in extenuating circumstances, the Association Manager shall, within five (5) days of their receipt, deposit and credit to Association accounts all funds received.
- j. A numbered, dated and signed receipt must be issued to any person who pays the Association in cash, and a copy must be retained by the Association Manager.
- k. Whenever the Association receives payment for a claim for loss or damage filed under the Association's insurance policy, the Association Manager shall clearly notate and cross-reference in the Association's financial records, the incident that resulted in the claim, an itemization of the Association's costs to repair or replace the damage or loss, the total amount claimed and whether the Association has made a demand for payment from any entity. Furthermore, the Association Manager shall seek timely recovery of the Association's costs for damages or loss, including insurance deductibles, to the extent allowed under the Tennyson's governing documents and the Florida Condominium Act.<sup>3</sup>
- l. The Association Manager may not receive any financial consideration for hiring, selecting or retaining any vendor for goods or services to be provided to the Association.
- m. The Association Manager may not enter into a contract or obtain a credit card that binds the Association without the written approval of the Board of Directors or its designee. The Board's designee is the Board President, or in the absence of the Board President, the Board Treasurer.
- n. When a contractor requires a down payment for providing goods or services, the Association will not make a down payment that exceeds 30% of the cost except in extenuating circumstances or if the contractor purchases a performance or payment bond, as applicable.

<sup>2</sup> See *Board Policy of Collection of Assessments and Other Funds*

<sup>3</sup> See Sections 9.1.1.4, 9.2.1, 12.16, 14.1, 15.7 & 17.1.2 of the Declaration of Condominium and legal opinion from Pennington, PA dated June 13, 2017.

- o. The Association Manager shall use a Board-approved version of QuickBooks as the accounting software for Association accounts unless an equivalent but alternative software application has been approved by the Board of Directors. The Board hereby approves use of *QuickBooks*, v. 2016 or newer version and *QuickBooks Online*. The electronic accounting files and related paper files are the exclusive property of the Association and may not be provided to any person or entity except members of the Board of Directors, the Board's Certified Public Account (CPA) or auditing firm or the Board's legal counsel without the express approval of the Board of Directors. However, nothing in this paragraph is intended to preclude timely compliance with any properly filed records request made by a member of the Association.
- p. The Association Manager may not hire itself or any related person or firm to provide any goods or services to the Association without first disclosing the relationship to the Board of Directors and obtaining board approval and, further, neither the Association Manager nor his or her employees or agents may rent out or receive compensation for renting out any parking space or storage unit at the Tennyson. Furthermore, the Association management firm staff may not recommend or steer a unit owner or tenant to any vendor, agent, supplier or other person to perform services in the Tennyson with whom they have a personal relationship, including family members, unless such person is identified on a board-approved list of Board-recommended or pre-qualified vendors or contractors.
- q. No Association funds may be used to pay employee or management bonuses, gifts or incentives without the express approval of the Board of Directors.
- r. The Association's payments to the Association Manager for: the Association Manager's management fee; employees' wages and uniform allowances (including overtime payments); and reimbursement of allowable Association Manager's expenses must be made by separate payments and may not be commingled.
- s. No Association funds may be invested without the prior review and written approval or recorded vote of the Board of Directors.
- t. The Association Manager may not sell or otherwise dispose of any Association property having a tangible value without the written approval or recorded vote of the Board of Directors.

#### **5. Financial Reporting to Board and Treasurer.**

- a. The Association Manager shall provide monthly financial statements, including monthly, year-to-date and budget-to-actual comparisons, the status and amount of delinquent Association Members assessments and the status any liens placed or scheduled to be placed on any condominium unit or Development Reserve Area (DRA), to the Board of Directors.
- b. The Association Manager shall promptly notify the Board of Directors of any lawsuit, claim for payment or notice of intent to file a lawsuit or claim naming the Association or any of its officers and of any notification by the Internal Revenue Service of a pending audit or any tax discrepancy and, further, shall provide the Board with copies of such lawsuit, claim or notice filing upon request.
- c. The Association Manager shall promptly notify the Board of Directors of any receipt of notice that the Association's general liability, property or other insurance policies will lapse or not be renewed. Furthermore, the Association Manager shall notify the Board of Directors at least 35 days in advance of an insurance policy's renewal date.

- d. The Association Manager shall promptly notify the Board Treasurer and the Board President of any unresolved contractor or vendor dispute that may result in the filing of a construction lien as security for payment.
- e. The Association Manager shall promptly notify the Board Treasurer of any Association account that has not been fully reconciled for the previous month.

**6. Financial Audit and Income Tax Return Preparation.**

- a. The Association Manager shall prepare as necessary and submit all end-of-the-year financial records of the Association and deliver them to the financial auditing firm hired by the Board of Directors to conduct a financial audit of accounts as required by the Florida Condominium Act and shall further provide all records and procedures requested by the auditing firm. The Association Manager shall notify the Budget Committee when the Association Manager is scheduled to meet with the auditing firm and shall invite the participation of the member or members of the Budget committee designated by the chair of the Budget Committee. The Association Manager shall use his or her best efforts to assure that the financial audit is completed, and a report issued by April 1<sup>st</sup> of each year.
- b. The Association Manager shall arrange for the auditing firm to present its audit findings and recommendations at a meeting of the Board of Directors following completion of the audit.
- c. The Association Manager shall prepare all end-of-the-year financial records of the Association and deliver them to the financial auditing firm hired by the Board of Directors to prepare and file the Association's income tax return as required by the Internal Revenue Service and shall further provide all records and procedures requested by the firm. The Association Manager shall use his or her best efforts to assure that the income tax return is prepared, signed by the Board Treasurer and filed by the IRS deadline for filing income tax returns. The Association Manager shall promptly notify the Board of Directors of any delayed or late-filed income tax return.

**7. Licensing, Insurance and Fidelity Bonding.**

The Association Manager shall provide evidence by January 15<sup>th</sup> of each year that the Association Manager has in force general liability and errors and omissions insurance coverage in sufficient amounts and is licensed as Community Association Manager (including an Association Management firm license) in the State of Florida. The Association Manager shall also provide at that time evidence that the Association has in force insurance or a fidelity bond (employee dishonesty insurance) that indemnifies the Association for the loss of money, securities or any property due to criminal or other wrongful acts on the part of directors, officers, committee members, association employees, board members, the association's management agent or volunteers, in an amount required under the Florida Condominium Act.

**8. Certificate of Approved Sale.**

The Board President is authorized, after the Board President's review and approval, to issue a Certificate of Approved Sale for the conveyance of condominium units as provided in the Declaration of Condominium. The Board President may delegate such authority to the Board Secretary when the Board President is unavailable to carry out that function.

The president or the president's designee shall seek advice and consent from the Board of Directors within the 30-day review period under the following conditions:

- A. When the president or, in the absence of the president, the president's designee concludes that the proposed sale of the unit would:
  - a. not result in maintaining a harmonious and compatible condominium community or the condominium unit owners' value in their units; or
  - b. where there is a reasonable likelihood, based on the purchaser's history of noncompliance with laws, rules, covenants or ordinances, that the proposed sale would result in substantial noncompliance with the Association's governing documents or use of the unit for illegal or immoral purposes. At its sole discretion, the Board may meet with the purchaser within the 30-day review period; or
- B. if the contracted sales price of the unit is eighty-five percent (85%) or less than the estimated fair market value of comparable units in the Tennyson such that the resulting sale may materially decrease the value of owners' investment in their units, the Board shall consider and may invoke the Association's "right of first refusal" for the unit as provided in the governing documents. However, this paragraph shall not be construed to limit in any manner the Association's rights under its governing documents or state law.

#### **9. Estoppel Certificate.**

Upon timely request made, the Association Manager shall prepare and issue an estoppel certificate accompanied by an invoice for payment of the estoppel certificate fee(s) to the unit owner or unit mortgagee or owner's or mortgagee's agent at least three (3) business days prior to the closing date but not more than 10 business days following receipt of the request. The certificate must contain the information required by the Florida Condominium Act and be signed and dated by the Association Manager, Board President or Board Treasurer. The fee for preparing and delivering an estoppel certificate where there are no delinquent amounts owed to the Association is equal to the statutory maximum.<sup>4</sup> If there are delinquent amounts owed, the amount of the fee shall be increased by the statutory maximum amount authorized for delinquent accounts.<sup>5</sup> Furthermore, the fee for an expedited estoppel certificate delivered within 3 business days after a request for an expedited certificate shall be increased by the statutory maximum amount for expedited certificates.<sup>6</sup> The fees are to be credited to the Association and the Association Manager shall retain a copy of each signed and dated certificate in the Association's files. As provided by law, the Association may not charge for preparing and delivering an estoppel certificate that is requested, if it is not delivered within ten (10) business days of the request. The fees may be refunded if a closing does not occur but only if requested in accordance with law.

#### **10. Unit Conveyance Fee.**

The purchaser or grantee of a condominium unit shall pay to the Association a unit transfer fee in the amount of \$100 at the time of conveyance of the unit to the purchaser or grantee. The fee is to be credited to the Association and the Association Manager, on behalf of the Association, is responsible for the collection of the transfer fees and shall establish a line item in the Association budget for such fees.

Adopted by the Board of Directors on December 18, 2018.

Effective Date: June 22, 2017

Revised Effective: July 13, 2017

<sup>4</sup> The Florida Condominium Act allows a maximum standard fee of \$250.

<sup>5</sup> The Florida Condominium Act allows a maximum additional fee of \$150.

<sup>6</sup> The Florida Condominium Act allows a maximum additional fee of \$100.

Revised Effective: March 30, 2018  
Revised Effective: December 18, 2018  
Revised Effective: November 1, 2019

## Financial Controls, Chapter 6.1

financial controls policy revised (revised adopted on 11-01-2019).docx (11/03/2019)

# *The Tennyson, A Condominium*

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

## **Rules for Unit Alterations**

1. **Preamble.** These rules establish the requirements for alteration of units. Units may be altered only in accordance with these rules.
2. **Unit Alteration.** "Unit Alteration" means any structural addition or alteration to a unit including any addition to, removal of or alteration or modification to any portion of a unit that is maintained by the Association or is related to or affecting any Common or Limited Common Element or other residential unit including interior walls, ceilings and floors, plumbing, electrical wiring and cabling, exterior doors and windows, balconies and patios. It also means any addition or modifications to any such portions that may jeopardize the safety, soundness or integrity of the building or impair any easement.
3. **Unit Alteration Permit Required.**
  - A. No person shall make, allow or cause to be made any structural addition or alteration of his or her unit without the prior written consent of the Board of Directors.<sup>1</sup>
  - B. A unit owner shall file a unit alteration permit application with the Board of Directors and receive approval prior to altering his or her unit.
  - C. The application must be accompanied by detailed plans and specifications describing the proposed unit alteration(s) and other information as may be required by the Board of Directors.
4. **Unit Alteration Standards.**
  - a. Unit alterations must comply with all terms, conditions, limitations, requirements, standards and restrictions set forth in the Tennyson's Governing Documents and all standards and specifications established by the Board of Directors, including but not limited to, the *Standard Conditions of Approval* for unit alterations.
  - b. All work must be performed by qualified personnel and in compliance with applicable codes and the terms and conditions of any Board-issued permit.
  - c. Unpermitted unit alterations are subject to removal and restoration and fines.
5. **Application Fee.**
  - a. There is no fee for unit alteration applications filed prior to the commencement of Board-approved unit alterations.
  - b. If a unit alteration commences prior to the issuance of a required board permit or approval, the unit owner must pay a \$200 after-the-fact application fee to the Association. Payment of the fee does not relieve the unit owner or tenant from his or her obligation to file a unit alteration application and obtain approval for the alteration nor does it assure that after-the-fact approval will be granted. No after-the-fact permit will be issued unless the fee has been

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<sup>1</sup> Declaration of Condominium, Section 10.5.

paid. The fee may be waived for good cause shown only upon timely petition by a unit owner or tenant and an affirmative vote of the Board.

6. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its Association Manager or its legal counsel to enforce this regulation and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including removal of unpermitted alterations, monetary penalties and fines, liens and foreclosure provisions.

Authority: Declaration of Condominium § 9 Maintenance, Alterations and Improvements, §10 Use Restrictions and Articles of Incorporation, Article IV. Powers and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on March 9, 2017

Effective Date: Immediately upon adoption

Building Alterations and Standards, Chapter 7.1



***The Tennyson***

**Unit Alteration Application Form  
and Related Materials**

**The Tennyson Owners' Association, Inc.  
(850) 222-7926**

**January 2019**

Office Use Only

Permit # \_\_\_\_\_ or Denial ☐

Eff. Date: \_\_\_\_\_

*The Tennyson*

**The Tennyson Owners' Association, Inc.**

**Application for Unit Alteration**

**Applicant Information**

Name of Applicant(s): \_\_\_\_\_ Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Email Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

Application is for alteration of: ☐ Unit interior ☐ Unit exterior ☐ Both unit interior and exterior

Does the alteration affect any structural component of the unit, any "common element" (such as corridor or entry door) or "limited common element" (such as a balcony)? YES \_\_\_\_\_ NO \_\_\_\_\_. If YES, identify all structural components and common/limited common elements that will be affected. \_\_\_\_\_

Will alteration require water or electricity to any area outside of the unit to be shut off for any period? YES \_\_\_\_\_ NO \_\_\_\_\_.

**Type of Alteration to be performed (check all that apply)<sup>1</sup>**

- ☐ Demolition, relocation or removal of wall, doorway, ceiling, flooring, or built-in cabinetry or closet
- ☐ Wall construction
- ☐ Ceiling alteration (such as installation or removal of tray ceilings)
- ☐ Other carpentry such as installation/removal of trim boards, crown molding, counters, installation of door/frame/door, or closet
- ☐ Installation or construction of built-in cabinetry
- ☐ Installation or replacement of flooring (includes carpet replacement but not area rugs)
- ☐ Plumbing (other than routine maintenance). **Note: All plumbing work must be performed by a licensed plumber.**
- ☐ Electrical (other than replacement of interior light or similar fixture). **Note: All electrical work must be performed by a licensed electrician.**
- ☐ Installation/removal of cabling in-wall or in-ceiling (e.g., coax, fiber optic, sound, telephone or Ethernet cables)
- ☐ HVAC alteration or installation of similar equipment including radon or air purification system (other than routine maintenance)
  
- ☐ Exterior alteration to elements such as painting or sealcoating, re-caulking, any penetration of exterior wall, floor or ceiling, installation of tile or other floor covering, modification to balcony railing, balcony floor, door, window or exhaust vent (other than in-kind, same color replacement of existing exhaust fan covers)

For interior work, list all rooms/areas affected: \_\_\_\_\_

**The Project**

**Describe in detail the work to be performed.**

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<sup>1</sup> Note: The patching and repainting of interior walls, moldings, trim boards and ceilings when performed wholly inside a unit are considered normal maintenance and repair and do not require unit alteration permit approval.

Period of Construction: Start date: \_\_\_\_\_ Est. date of completion: \_\_\_\_\_

Estimated project cost: \$ \_\_\_\_\_

Contractor/firm who will perform the alterations:

☐ Self      ☐ Contractor      Name of Contractor: \_\_\_\_\_  
Contractor address: \_\_\_\_\_  
Florida Contractor License #: \_\_\_\_\_  
Contractor Contact Tel # during construction: \_\_\_\_\_

Name, title and contact # of person responsible for design or alteration: \_\_\_\_\_

Name, title and contact # of person responsible for project oversight: \_\_\_\_\_

**NOTE 1:** All plumbing, electrical alterations and cabling must be confined to the unit and may not affect, intrude into or penetrate any common elements. Coring, drilling, power nailing or other penetration of concrete (including balcony ceilings), or movement of drains is prohibited.

**NOTE 2:** No indoor-outdoor carpet, river rock or unglazed ceramic tile and its grout may be used on a balcony or a terrace. All balcony or terrace 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 proper drainage.

**NOTE 3:** Installation/replacement of hard surface floor e.g., wood, tile, manufactured or laminate flooring requires the installation of an approved flooring sound absorbing underlayment. Flooring may not be installed directly on concrete floor. Carpeting requires appropriate padding or other soundproofing underlayment material.

**NOTE 4:** No alteration may affect or result in the removal or disturbance of any soundproofing or insulating materials in walls or ceilings between units or common elements.

**NOTE 5:** Unless specifically applied for by the applicant and approved, all paint and construction adhesives used must be of low-VOC or zero-VOC and latex/water-based composition.

**NOTE 6:** Work (including setup and cleanup) may be performed only between the hours of 9:00AM and 4:00PM Monday through Friday; no work may be performed on weekends or on state or federal holidays.

**Required Attachments**

**Attached**

- |   |       |
|---|-------|
| A. Floor plan/design drawn to scale showing alterations and affected locations  | _____ |
| B. Copy of spec sheets for materials to be used, such as tiles, adhesives, floor underlayment, water pipe/fixture material, exterior paints/paint colors (other than standard drywall or other typically used construction materials) | _____ |
| C. Copy of all required City/County permits (building, electrical, mechanical, etc.)  | _____ |
| D. Copy of Declarations page of homeowner's insurance policy that insures Applicant's unit  | _____ |
| E. Copy of in-force Contractor's Certificate of Insurance   | _____ |

**Optional Additional Information**

Include any other information that may be helpful to the Association in understanding and facilitating approval of the proposed alterations. Briefly describe, if additional information is attached. \_\_\_\_\_

**Representations by Applicant**

I am the owner of the subject unit and hereby make application to The Tennyson Owners' Association to perform the unit alterations described in this application. I understand that I and any Contractor who performs work on my behalf am subject to and agree to comply with all local, county and state building or other relevant codes and all terms, conditions, standards and restrictions set forth in the Tennyson Governing Documents. I further understand and agree that if any alteration is found to be in noncompliance with the applicable codes or governing documents, the alteration must be removed or corrected so as to achieve full compliance. The information contained in this application and accompanying attachments truly and completely represents the proposed alterations to the best of my knowledge. I further understand that any material misrepresentation of the information provided in this application is grounds for denial of the application. If the application is approved, I agree to perform the work or cause the work to be performed in accordance with the information contained in this application and the Association's approval as it may be conditioned.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_

BY: \_\_\_\_\_ (Applicant)  
(Signature of Applicant)

BY: \_\_\_\_\_ (Co-Applicant)  
(Signature of Co-applicant)

**Association Disclaimer**

Association approval of any improvement or other unit alteration is not a certification that the improvement or alteration as constructed or installed is in accordance with any government regulation or that the structure complies with industry-accepted building practices or designs. Neither the Association nor the Board of Directors, including its officers, directors, employees or agents thereof, shall be liable for damages by any reason of error in judgment, omission, negligence or nonfeasance arising out of or in connection with plans or specifications, nor shall they assume liability or responsibility for any defect in any improvement or alteration constructed or installed from such plans or specifications.

**OFFICE USE ONLY**

Date completed application received: \_\_\_\_\_ Is application after-the-fact? ☐ Yes ☐ No

Date of application review/decision: \_\_\_\_\_ \$200 ATF fee paid \_\_\_\_\_

Tennyson decision-making authority: ☐ Architectural Review Committee ☐ Board of Directors

**DECISION**

☐ Approved with *Standard Conditions of Approval*

☐ Approved with *Standard Conditions of Approval* and the following *Special Conditions*:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

☐ Denied. Reason: \_\_\_\_\_

**Materials Specification Sheet for Major Components**

*(to be attached to unit alteration application)*

**Unit #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

| <i><b>Material Description</b></i>        | <i><b>Material Composition</b></i> | <i><b>Location Installed</b></i> | <i><b>Color</b></i> |
|---|------------------------------------|----------------------------------|---------------------|
| Ex) Mazzari 24"x24"/9.5mm floor tiles     | Porcelain (glazed)                 | Kitchen                          | Nutmeg brown        |
| Ex) water main shutoff valve (ball valve) | Brass (replaces PVC gate valve)    | Utility room                     | N/A                 |
|   |                                    |                                  |                     |
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## **STANDARD CONDITIONS OF APPROVAL**

1. **Compliance with Permit.** All alterations must be performed in accordance with the subject application and this Permit including all standard and special conditions of approval. The Permittee may not perform any work except as expressly permitted. Any variance from the work as approved requires application amendment and the prior written approval of the Association. The unit owner ("Permittee") and authorized contractors are responsible for compliance with this Permit and all OSHA, fire and other safety standards at all times.
2. **Pre-construction meeting.** Prior to commencement of any authorized work, the Permittee or the unit owner's designee has an affirmative obligation to review all terms and conditions of approval with all contractors, and contractors are responsible for ensuring that they and their employees, subcontractors and agents comply with all such terms and conditions and exhibit appropriate work behaviors at all times. Failure to comply with all term and conditions or Tennyson policies will result in the contractor being prohibited from entering, remaining or performing work in the building.
3. **Permit Term.** Permit is valid for a period of 180 days from the date of approval and all approved work must be completed within that period.
4. **Posting Notice of Approval.** A NOTICE OF PERMIT APPROVAL as signed and provided by the Association must be posted on the entry door to the unit during all times when authorized work is being performed.
5. **Authorized Work Hours.** Work (including setup and cleanup) may be performed only between the hours of 9:00 AM and 4:00 PM Monday through Friday; no work may be performed on weekends or on state or federal-observed holidays. In a bona fide emergency, the Association Manager may approve work outside of the authorized work hours but only for that period required to mitigate the emergency, and then only with the permission of the Board President or designee.
6. **Building and Unit Access.** The Permittee or the Permittee's designee is responsible for granting and controlling access to the unit by authorized contractors and inspectors. Access to the building by authorized contractors to perform authorized work is the responsibility of the Association which may regulate the time, manner and extent of entry. Upon request by the Permittee, the Association, at its sole discretion, may issue a building access fob during the period of work that allows an authorized contractor access to the elevators and the back-lobby door. The Concierge on duty shall hold the Contractor's Florida Contractor's license or driver's license while the Contractor has possession of the building access fob. Contractors may not access the building outside of the authorized work hours. Contractors may not access any floor other than the first floor and the floor where the subject unit is located.
7. **Contractor Check-in and Check-out.** Upon first arrival for the day, each authorized contractor must check in at the Concierge desk and sign the Visitor's Log and may not proceed to the unit without first doing so. Upon departure, the Contractor must check out with the Concierge and sign out for the day.
8. **Contractor Parking.** Contractors may park on Tennyson property during the period when they are performing authorized work only with the permission of the Concierge on duty. Because on-site parking is limited, contractors should be prepared to and may be required to park off-site in public parking spaces or garages.
9. **Materials Transport.** No construction or other work materials or equipment or construction debris may be transported through main entry or entry lobby without the express approval of the Concierge on duty. In the normal course of work, such transport must be through the back-lobby entry. Furthermore, no material, equipment or debris may be transported using any Tennyson luggage or convenience cart. Upon approval by the Concierge on duty, a contractor may use a utility cart ("platform truck"). Unit owners and tenants take precedence over contractors for use of the cart.
10. **Material and Equipment Storage.** No material or equipment may be placed or stored in any entry, lobby, corridor or other common area at any time, even on a short-term basis. No corridor or entry may be obstructed.
11. **Contractor Use of Common Areas.** No contractor may use common areas including the 1<sup>st</sup> and 5<sup>th</sup> floor restrooms except as specifically authorized by the Concierge on duty. Notwithstanding any such approval, in no circumstances may a contractor use the Amenity, Board or Fitness rooms nor may a contractor use any common area to change clothes, wash up or clean or rinse tools, buckets, brushes or equipment, or take lunch or other breaks. Furthermore, contractors may not use intoxicating substances or tobacco products, including electronic cigarettes, on any portion of Tennyson property.
12. **Elevator Use.** Contractors may use the elevators to transport materials, equipment and debris to and from the unit. Contractors must request and use elevator pads when transporting anything that may mar or damage the elevators. Contractors must exhibit due care to prevent any marring or damage to the elevator cabs, doors, controls or metal trim. Any such marring or damage must be reported immediately to the Concierge on duty. The contractor and the Permittee are

responsible for the costs to repair any damage. Unit owners and tenants take precedence for use of the elevators, and contractors may not load or unload elevators when unit owners or tenants are in the elevator cab. Contractors may not hold elevators doors open.

13. **Balconies.** No balcony, patio or terrace may be used as a work area.
14. **Floor and Carpet Protection.** The Permittee and authorized contractors may not undertake any work activity that may damage flooring or carpeting or track dirt, dust or other debris onto flooring or carpeting in any common areas without first placing a runner or other floor protection as directed and approved by the Concierge on duty. They are responsible for keeping all common areas clean and free of dirt, mud, sawdust, drywall dust and other debris at all times.
15. **High Intensity Lamps.** Paint drying lamps or other high intensity lamps may be used only with direct oversight and monitoring to prevent the potential for fires.
16. **Noise and Dust.** The Permittee and authorized contractors are responsible for containing work dust, fumes and debris and not allowing dust, fumes or noise to noticeably interfere with other unit owners' and tenants' enjoyment of their unit and the common areas of the Tennyson. The entry door to the subject unit may not be propped open during periods of work activity. Furthermore, due care must be taken during all work activities to not inadvertently trigger fire or smoke alarms. The Permittee and contractor are responsible for all costs that may be incurred by the Tennyson for any public safety personnel response to a false alarm caused by the work or the contractors.
17. **Debris removal.** Removal of construction debris and demolition materials is the responsibility of the unit owner and the contractor. All debris must be bagged or otherwise contained to the extent feasible prior to its removal from the unit. No construction debris or demolition materials may be disposed of in Tennyson trash cans, trash chutes or dumpsters, nor may they be stored in any common areas prior to their removal and eventual disposal. Any hazardous waste must be disposed of in accordance with state and federal laws, and may not be disposed of in any drain, sink or toilet or any Tennyson waste receptacle.
18. **Inspection and Certification of Compliance.** The Board of Directors or its authorized representatives or agents may inspect the unit to verify that the work complies with all terms and conditions of the permit. Furthermore, the Board may require that the Permittee to submit certification by a qualified inspector or contractor that all work performed is in accordance with the permit and all building, electrical, plumbing or other applicable codes.

**NOTICE OF BOARD POLICY:** If a unit alteration commenced prior to issuance of a required board permit or approval, the unit owner or tenant must pay a **\$200 after-the-fact permit application fee** to the Association. Payment of the fee does not relieve the unit owner or tenant from his or her obligation to file a unit alteration application and obtain approval for the alteration nor does it assure that after-the-fact approval will be granted. No after-the-fact permit will be issued unless the fee has been paid. The fee may be waived for good cause shown only upon timely petition by a unit owner or tenant and an affirmative vote of the Board. Unpermitted unit alterations are subject to removal and fines.

There is no fee for unit alteration applications filed prior to commencement of board-approved unit alterations.

(This notice must be posted on unit door)

## NOTICE OF PERMIT APPROVAL FOR ALTERATION OF UNIT

On \_\_\_\_\_ (date), The Tennyson Owners' Association, Inc.  
APPROVED WITH CONDITIONS an application filed by \_\_\_\_\_ ("unit  
owner") for ALTERATION of Unit # \_\_\_\_\_.

Summary of authorized unit alterations:

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Work is to be performed by:

☐ Self                      ☐ Contractor \_\_\_\_\_ (name)  
On-site contractor contact #: \_\_\_\_\_

Hours when work may be performed:

9:00 AM to 4:00 PM, Monday through Friday, exclusive of holidays.

Project start date: \_\_\_\_\_

Anticipated date of project completion: \_\_\_\_\_

Tennyson Owners' Association, Inc.

BY: \_\_\_\_\_  
(Signature of Association Manager/Authorized Association Representative) (Date)

Any questions or concerns about the approved work may be directed to  
the Tennyson Concierge at (850)-222-7926 or [tennysonconcierge@gmail.com](mailto:tennysonconcierge@gmail.com)



# THE TENNYSON UNIT ALTERATION DECISION

THE BOARD OF BOARD (OR ITS DESIGNEE) HEREBY ISSUES ITS DECISION ON THE APPLICATION

FILED BY \_\_\_\_\_ TO ALTER UNIT # \_\_\_\_\_

(Name of Unit Owner)

AS FOLLOWS: (Brief description of work): \_\_\_\_\_

## DECISION

☐ APPROVED with *Standard Conditions of Approval*

☐ APPROVED with *Standard Conditions of Approval* and the following *Special Conditions*:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

☐ DENIED. Reason:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Association decision-making authority:

☐ Architectural Review Committee

☐ Board of Directors

☐ Board Designee

**NOTE: The board or its designee is authorized to inspect the project for compliance with all terms and conditions of this permit. Any noncompliance with this permit subjects the unit owner to enforcement action including fines and remedial action to remove or correct violations.**

Date completed application received: \_\_\_\_\_

Is application after-the-fact? ☐ Yes ☐ No. If yes, state date \$200 a-t-f application fee was paid. \_\_\_\_\_

Date of application review/decision: \_\_\_\_\_

Permit #: \_\_\_\_\_ - \_\_\_\_\_

# *The Tennyson, A Condominium*

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

## **Annual Plumbing Inspection Program for Residential Units**

1. **Purpose.** This plumbing inspection program is designed to prevent water leaks in residential units caused by failing, aging or deteriorating piping, hoses, valves, grouting or sealants, fixtures or appliances that may result in damage to Common Elements, Limited Common Elements, other Association property or units of other owners. The Board of Directors finds that water leaks cause damage to Association property and other units, harm the long-term integrity of the building, its equipment and aesthetics, require increased maintenance and costly and time-consuming repairs and replacements, and are disruptive to unit owners' use and enjoyment of their unit and the Common and Limited Common elements of the Tennyson.
2. **Annual Unit Inspection and Inspection Report Required.** Each unit owner must arrange for his or her unit to be inspected annually by the Association's plumbing inspection program contractor or a licensing plumber retained by the unit owner to perform the inspection. Such inspection must be conducted between September 1<sup>st</sup> and October 31<sup>st</sup> of each year, and the results reported in writing to the Association on an Association-approved inspection report form. Any unit owner who fails to have the inspection performed annually is negligent.
3. **Plumbing Inspection Program Inspector.** The Association Manager shall arrange for a qualified and licensed plumber or plumbing firm to conduct an inspection of plumbing and plumbing-related fixtures and appliances in residential units in the Tennyson. The Association Manager may negotiate a fixed price volume or group discount with the vendor for such inspections by guaranteeing a minimum number units to be inspected annually under this program. The Association Manager shall use his or her best efforts to notify unit owners of the inspection program cost prior by August 1<sup>st</sup> of each year.
4. **Program Costs.** The costs of inspection shall be a fixed cost per unit and must be borne by the unit owner. The Association shall bear the costs of inspection of water-related Common Elements. The costs to a unit owner for an inspection using the Association's plumbing inspection program inspector may not exceed \$75.
5. **Inspection Cost Reimbursement.** If one or more of the inspected items or components, after having been repaired or replaced as recommended in the inspection report, fails within 1 year of the inspection and causes a water leak that results in damage to a common area or another unit, the Association will reimburse a unit owner the cost of the plumbing inspection conducted under this program. Reimbursement may not exceed \$75 and will not be made if the Association, in its sole discretion, determines that the leak or resulting damage was due to negligence of the unit owner, tenant, agent or other occupant.
6. **Components to be Inspected.** The components to be inspected in each unit include the following, in:

- a. Utility rooms: main water shut-off valve, hot water heater piping integrity, HVAC unit piping or drain obstructions/clogging, washer water connections and hose integrity, and use of braided hoses;
  - b. Bathrooms: toilet operation, and float valve and piping integrity, use of braided piping at the toilet and the sink, sink faucet, drain and under sink piping integrity, shower faucet, shower head and drain operation, bathtub faucet, shower head and drain operation, shower and tub tile grout and sealant integrity, and bathroom vent/fan operation and evidence of condensation or water damage;
  - c. Kitchens: Sink faucet, drain and sprayer hose operation, under sink piping integrity, dishwasher operation and hose integrity, use of braided hoses, integrity, garbage disposal operation and drain integrity, and refrigerator ice-maker operation and valve and piping integrity;
  - d. Exterior: slider door function and seal, evidence of water infiltration, exterior exhaust vent function and condition, and evidence of missing or broken louvers or water damage; and
  - e. Other: other visual evidence of water leaks in unit.
7. **Inspection Report.** The inspection report must consist of a checklist of the items inspected, findings of: satisfactory; worn; needing immediate replacement; or leaking/failed or similar categories, inspector recommendations and comments, date and time of inspection, unit inspected, inspector signature and date signed by the inspector. Upon completion of the inspection, the inspector shall provide a copy of the full inspection report to the unit owner and to the Association.
8. **Unit Owner Obligation.** The unit owner is responsible for taking all prudent and reasonable measures to properly maintain the unit, including plumbing and related fixtures and appliances, and to prevent water leaks. The unit owner is responsible for making all recommended repairs and replacements in a timely and compliant manner, using a qualified and licensed contractor. Notwithstanding any inspection conducted under the plumbing inspection program, the unit owner remains liable for all damages and losses caused by or resulting from a failure or leak.
9. **Enforcement.** The Association's Board of Directors shall administer this plumbing inspection program and may authorize its Association Manager or its legal counsel to administer and enforce this program and to seek fines and penalties for any unit owner's failure to comply with its provisions as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, Association-directed repairs, liens and foreclosure provisions.

Authority: Declaration of Condominium, Section 9.12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS By the Unit Owner, Articles of Incorporation, Art. IV POWERS and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on May 5, 2017.

Effective Date: Immediately upon adoption

Building Alterations and Standards, Chapter: 7.2

# *The Tennyson, A Condominium*

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

## **Standards for Installation of Interior, Balcony and Patio Flooring**

1. **Preamble.** These rules establish the standards for installing or replacing interior floor coverings in residential units and balcony and patio flooring, so the installed flooring will afford sufficient protection against sound and moisture penetration. These standards supersede and replace the "Tile Installation Specs for Balconies" adopted by the Board on April 28, 2011 or earlier standards. Installation or replacement of flooring is considered a unit alteration.

2. **Definitions.**

- a. **Interior flooring.** "Interior flooring" means any floor finish or floor covering in the interior of a residential unit including any hard surface interior flooring or wall-to-wall carpeting, but excluding any unaffixed area rug.
- b. **Hard surface interior flooring.** "Hard surface interior flooring" means any hard surface floor finish or floor covering in the interior of a residential condominium unit including but not limited to flooring of hardwood, laminate, engineered hardwood (floating or glued), stone, travertine, ceramic, tile, terrazzo, vinyl or linoleum composition.
- c. **Patio flooring.** "Patio flooring" means the exterior Limited Common Element floor area of even-numbered condominium units on the 5th floor enclosed and bounded by partial terrace walls.

3. **Interior Flooring Standards.**

Any unit owner who installs or causes to be installed new or replacement interior flooring shall comply with the following standards.<sup>1</sup>

- a. Interior flooring must comply with the requirements and standards set forth in the Florida Building Code – Building in effect for Leon County, Florida at the time of installation of such flooring. All work must be performed by qualified personnel.
- b. Any installed carpeting must have the same or higher quality specifications as that of the original carpet and must be underlain by a natural or synthetic felt pad, or equivalent, having mildew and moisture-resistant properties.
- c. While not prohibited, installation of interior flooring of vinyl or linoleum composition is not recommended and is strongly discouraged.
- d. Prior to installation of new or replacement hard surface interior flooring, an acoustic and moisture-resistant underlayment must be installed under the hard surface flooring. The underlayment must meet or exceed a Sound Transmission Classification (STC) rating of 66 and an Impact Isolation Class (IIC) rating of 68. Furthermore, it must meet a moisture protection standard of 5.0lbs./1000ft<sup>2</sup>/24 hours or less. *QuietCure™ with UltraSeal, FloorMuffler™ with*

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<sup>1</sup> As provided in Rules for Unit Alterations, Chapter 7.1, Board approval is required for installation of flooring and related alterations.

*UltraSeal and Proflex™ 90* meet or exceed these requirements. The unit owner shall identify on the unit alteration application the product to be used by name and specification. The underlayment must be installed in accordance with recognized and generally accepted good industry practices for such installations.

#### **4. Balcony & Patio Flooring Standards.**

Any unit owner who installs or causes to be installed new or replacement balcony or patio flooring shall comply with the following standards.<sup>2</sup>

- a. Due to their water retention qualities, indoor-outdoor or similar carpets, floor mats or similar floor coverings (other than a nonporous door entry mat not exceeding 2' by 3' in dimension), river rock, and unglazed ceramic tile or any type and its grouting are prohibited on balconies and patios.
- b. Due to their water retention qualities, wood, rubberized or composite decking tiles (also called patio squares) are also prohibited unless a unit owner demonstrates to the satisfaction of the Board of Directors that such tiles will not retain water, impede drainage or promote the formation of mold or mildew on a balcony or patio.
- c. Due to the integrated nature of the 5<sup>th</sup> floor terrace and patio surfaces and the importance of maintaining proper slope and water drainage conditions, tile may not be installed on patios.
- d. Porcelain tile is highly recommended although *glazed* ceramic tile may be installed on a balcony. Porcelain and glazed ceramic tile installations must meet the following standards:
  - i. The tile must be made of porcelain or glazed ceramic material such that the finished product is impervious, having less than 0.5% water absorption, making it waterproof and freeze-thaw resistant.
  - ii. Care should be taken to assure that the tiles are not cracked or otherwise damaged and the tile finish is slip-resistant. Highly polished tile finishes are not recommended.
  - iii. The tile must be underlain by a waterproof membrane that complies with ANSI A118.10. Laticrete™ 9235 waterproofing membrane, exceeding industry standards, is highly recommended. Use of such a membrane does not waive or change industry specifications relating to installation of the tile, including proper movement joint placement. The unit owner shall identify on the unit alteration application the product to be used by name and specifications.
  - iv. Tile installation materials must be specified by the membrane manufacturer and used for proper bonding to the individual membranes. Latex-Portland cement grout (mortars) (ANSI A 118.4), organic adhesives (ANSI A 136.1) or water cleanable tile setting epoxy adhesives (ANSI A118.3) must be applied to the cured membrane in accordance with the appropriate ASNI A108 specification. ProLite™ tile and stone mortar meets or exceeds these standards. The unit owner shall identify on the unit

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<sup>2</sup> As provided in Rules for Unit Alterations, Chapter 7.1, Board approval is required for installation of flooring and related alterations.

alteration application the product to be used by name and specifications. All work must be performed by qualified personnel.

- v. For tile installations on balconies, a Schluter edge strip should be installed on the outer edge of the tile to protect tile edges against damage. However, if a Schluter edge strip is not installed, bullnose edge tile must be used at the outer edge of the tile. No portion of the tile or Schluter edge strip may be installed within 1" of the balcony edge.
- vi. The tiles must be installed such that water drains away evenly from the building walls and doors with no pooling, a minimum of 1/8" per foot sloping toward the outside edge. Approved sealant or approved grout must be applied where the tile joins the walls or door frame and at all railing penetrations.
- vii. Tile and grout/sealant color must be of a neutral color that matches or blends to a high degree with the exterior color of the adjacent condominium walls. Sharply contrasting colors are prohibited.
- viii. Balcony or patio decks may not be painted except as expressly authorized by the Board of Directors upon written petition by the unit owner and in only accordance with board specifications. The paint must be of a neutral color that matches or blends to a high degree with the exterior color of the adjacent condominium walls. Sharply contrasting colors are prohibited.

#### **5. Enforcement.**

The Association's Board of Directors shall enforce these standards, and may authorize its Association Manager or its legal counsel to enforce this regulation, retain a certified noise control or other engineer to verify compliance with these standards, and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including removal of unpermitted alterations, monetary penalties and fines, liens and foreclosure provisions.

**Authority:** Declaration of Condominium §4.5.6 Limited Common Elements, §9.1.2.2. Maintenance, Alterations and Improvements, §10 Use Restrictions and Articles of Incorporation, Article IV. Powers and Bylaws, §30 (Powers and Duties of the Board of Directors)

**Adopted by the Board of Directors on January 31, 2018**

**Effective Date:** Immediately upon adoption

**Standards for Installation of Interior, Balcony and Patio Flooring, Chapter 7.3**

# *The Tennyson, A Condominium*

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

## **Rules for the Use of Tennyson Amenities**

1. **Preamble.** These rules govern amenities at The Tennyson Condominium, including their availability and use by unit owners and tenants. These rules specify the procedures, terms and conditions of use of these amenities, identified as Common Elements in the governing documents, so they may be made reasonably available and enjoyed by unit owners and tenants who desire to use them and to assure that they are maintained in an excellent condition and readiness for use.
2. **Amenities Defined.** The Tennyson offers several desirable amenities for use by its owners and tenants. Among them are a large, open terrace located on the 5<sup>th</sup> floor for outdoor events and larger, catered and uncatered functions, a Board Room for business meetings and like functions and an "Amenity" room for dinners, social events and smaller gatherings of owners or tenants and their families and guests. For the purposes of these rules, the terrace, Amenity Room and the Board Room are sometimes collectively referred to as Tennyson "amenities" or "Event Facilities" and are subject to these rules.

As the terrace is built-out in accordance with multi-use designs and plans approved by the board to accommodate both larger functions as well as individual and small groups in more intimate settings, the terrace will be available for lounging, eating, outdoor cooking and as a place to meet socially with other unit owners and tenants during the day and evening.

The amenities are primarily for the benefit of unit owners and tenants, their immediate family members and guests. However, they may be made available for larger social gatherings and events that are hosted by a unit owner or tenant.

3. **Limitation on Use of Amenities.** The Event Facilities are for social and non-commercial functions and uses only where the event host is physically present at all times during such functions and uses. No unit owner or tenant may reserve or use an Event Facility for any sales, marketing, or other commercial purposes or for any use that is in connection with or engaged for commercial enterprise, including any activity or event arranged for, prepared, conducted, or engaged with or related to selling, providing, obtaining or contracting for goods or services.

An Event Facility may not be used for any illegal, lewd, distasteful or unduly disruptive activity.

Use of an amenity by an individual unit owner or a tenant with an approved reservation and in accordance with the amenity use standards does not require payment of a security deposit or rental fee.

4. **Reservations Required.** An Event Facility may be reserved only by a unit owner or bona fide tenant, sometimes referred to in these rules as "Event Host." No unit owner or tenant may use an Event Facility without first reserving the facility by completing and signing a reservation form provided by the Association and receiving confirmation that the reservation has been approved. Property managers, assistants or other agents may not reserve an Event Facility on behalf of the unit owner or tenant. A unit owner or tenant must reserve an amenity at least one (1) week in advance of the day of the use or event unless, upon request and demonstration of special circumstances, the board or its designee approves an exception to the minimum lead time for making the reservation.

The reservation form must specify that the Event Host is responsible for all guests and their conduct while the Event Facility is being used and guests are on the premises, and for the costs of any repairs or cleaning that may become necessary as a result of the Event Host's use of the facility. A reservation form may not be accepted unless the Event Host signs the form and accept responsibility for guest conduct, damages and cleanup costs.

A reservation is not approved or valid unless the board designee's signature is on the form denoting its approval and the board has received all required security deposits and fees. The board or its designee may deny an Event Host the use of an Event Facility if that owner or tenant has misused, left unclean, vandalized or damaged the facility or violated the terms and conditions of use of an Event Facility in the previous 24 months.

A unit owner or tenant who is thirty (30) days or more in arrears for an assessment or special assessment may not reserve an amenity.

An approved reservation may not be transferred or assigned to another person.

5. **Notice.** The Association Manager shall provide electronic notice to the board of directors of all approved reservations. Such notice may be in the form a weekly schedule of events if times permits. In addition, notice of all terrace events and functions must be posted on the Association Members-only portal on the Tennyson website.
6. **Limitation on Number of Occupants in Amenities.** The occupancy of each of the Event Facility is limited as follows:
  - A. For Amenity Room: a maximum of 40 people
  - B. For Board Room: a maximum of 60 people
  - C. For terrace: a maximum of 100 people

The maximum number is exclusive of Concierge and event catering staff.

7. **Exception to Limitation.** An Event Host may apply to the board for a limited exception to the occupancy limit, and the board, at its sole discretion, may approve an exception if it determines that the exception is in keeping with the appropriate use of the facility, will not damage or burden the facility, the occupancy level will remain controllable and the exception will not pose a risk to the health, safety or comfort of the facility occupants or to other unit owners or tenants. Application for an exception may not be made less than three (3) business days prior to the day of the event. Any exception approved by the board must be in writing and signed by an officer of the board or the board's designee.
8. **Liability Insurance.** The Event Host shall demonstrate to the satisfaction of the board or its designee, through submission of a homeowner or liability insurance Declarations Page that the Event Host has secured adequate liability insurance coverage for the event or function.



9. **Security Deposits and Use Fees<sup>1</sup>.** The security deposit and facility rental fee schedule is as follows:

**A. Security Deposit**

- i. For the terrace: \$500
- ii. For the Amenity Room: \$250
- iii. For the Board Room<sup>2</sup>: \$100

The Event Host shall deliver a check (*bearing the primary unit owner's or lessee's name and address*) made payable to "The Tennyson Owners' Association" to the Tennyson's Association Manager as a security/damage deposit at the time of reservation. The Event Host's unit number must be identified on the memo line of the check.

The Event Host will forfeit and the Association will deduct *a minimum of \$150* from the security deposit if, following the event, food, dinnerware, trash, equipment, supplies or debris remain in or on the Event Facility, or if the Event Facility has not been reasonably cleaned. If the facility is damaged, the Association will deduct the costs to repair or replace damaged items or areas from the security deposit. In addition, if the damages exceed the amount of the security deposit, the Event Host must pay the full cost of the repairs or replacement within ten (10) days of the Association's demand for payment. If an Event Host fails to remit such payment in full, the Association will assess the unit owner for the damages and may charge interest on any unpaid amount at the rate authorized by law and the Tennyson governing documents.

**B. Facility Rental Fee**

- i. For the terrace: \$150
- ii. For the Amenity Room where the maximum number of people will be:
  - 1. greater than 10: \$100
  - 2. 10 or fewer: \$0
- iii. For the Board Room where the maximum number of people will be:
  - 1. greater than 20: \$100
  - 2. 20 or fewer: \$0

The facility rental fee is not a security deposit and a security deposit may not substitute for a required facility rental fee. Rental fees are used to cover general cleaning, waste disposal and other costs incurred by the Association and are nonrefundable unless the reservation is cancelled in writing at least forty-eight (48) hours in advance of the day of use and no event set up has commenced.

10. **Concierge On-site Presence.** At least one (1) week in advance of the event or function, the Event Host must arrange, through the Association Manager, for a member of the Tennyson's concierge staff to be

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<sup>1</sup> Note: The schedule for security deposits and fees is subject to change upon a majority vote of the board at a duly convened Board meeting.

<sup>2</sup> When appropriate, the board or its designee may waive the security deposit if the maximum number of people will be 20 or fewer.

in attendance and on duty at any function or event that requires a rental fee. The Event Host shall compensate the concierge staff member at the rate of \$25 per hour for the duration of the event or function, including set-up and clean-up time. Payment must be made to the concierge staff member prior to the conclusion of the event or function.

The concierge staff member shall oversee the logistical and facility aspects of the event or function and the Event Host shall comply with all requests or directives made by the concierge staff member. The concierge staff member may not perform bar or wait service functions at the event or function.

11. **Food and Beverage Limitation.** No food or beverages, except for water, may be served or consumed in the Board Room.
12. **Parking.** The Event Host is responsible for arranging for on-street or off-site guest parking, and caterer/service deliveries, and for notifying guests and caterers/service providers of their parking options and prohibitions. Guests are not permitted to park their vehicles in assigned parking spaces either in the parking garage or in the limited period parking area on the ground level, or park in travel ways. *Unauthorized vehicles are subject to being towed at the owner's expense.*
13. **Security and Guest Sign-in.** The Event Host shall provide a guest list to the Concierge on duty no later than twelve (12) hours prior to commencement of the event or function. All guests must sign the Visitor's log upon entering the premises. For large functions, the Event Host must arrange for a person to assist in identifying or announcing the guests as they arrive.

The Event Host has an affirmative obligation to control the activities and behavior of all guests, and to assure that all persons abide by all rules and regulations of the Association and the terms and conditions of the reservation approval. Any person who is observed to be in violation of such rules and conditions, is disruptive or vandalizes any property will be directed to leave the premises. The Event Host shall immediately comply with any directive by the Concierge on duty to remove a person. The Concierge on duty is authorized to seek the assistance of law enforcement personnel at any time during an event or function if necessary to maintain control, order or the safety and well-being of persons on the premises.

**14. Amenity Use Standards.**

- A. Authorized events must be confined to the approved Event Facility. Lobbies and corridors may not be reserved for use as part of a reservation.
- B. Loudspeakers or other amplified music or sound equipment are allowed provided that the sound does not disturb other unit owners or tenants or their family and guests and that such amplification ends by 10:00 PM. Amplified sound equipment may not be directed toward any residential unit or patio or placed on any terrace wall.
- C. Smoking, including the use of e-cigarettes, is prohibited in or on Event Facility or other area of the premises.
- D. No pets or other animals are allowed in or on an Event Facility.
- E. No candles or other open flames are allowed except for chafing dishes that are not left unattended.

- F. No glass dinnerware or beverage containers may be used on the terrace or carried onto the terrace. An exception to the glass prohibition may be made for a bar that is tended by a bartender, but only as to the original beverage containers while they remain in the custody and control of the bartender.
- G. No glasses, dinnerware or other objects may be placed on any wall of the terrace for any purpose or duration.
- H. No person may sit or stand on any wall, including patio walls of the terrace.
- I. No person or equipment may block the entrance gate to any unit owner's patio, nor may any guest enter or attempt to enter any patio of a unit owner or tenant who is not the Event Host.
- J. Great care must be shown at all times to assure that paper, trash and other light objects are not blown from the terrace onto patios or to lower levels.
- K. A sufficient number of trash receptacles must be provided to contain all trash from the event or function.
- L. The Event Host is responsible for arranging for all trash to be contained in enclosed, leak-proof bags following the event or function and transported off-site for proper disposal.
- M. All spills must be reported to the Concierge on duty and cleaned up immediately, and not wait until the conclusion of the activity or event to clean up the spill.
- N. Use of an Event Facility must conclude no later than 10:30 PM, and a maximum period of thirty (30) minutes is allowed for facility clean up except that authorized use of the Amenity Room where the maximum number of guests is 10 or less must conclude by 11:30 PM.
- O. No furniture or other Tennyson furnishings may be disturbed or removed from their assigned rooms unless the Event Host has requested changes and those changes have been approved as part of the reservation. If furniture is moved without prior authorization, the Event Host will be assessed a fee not less than \$50 even if the furniture is or will be returned to its original location.
- P. Hallways and corridors may not be used to store equipment or supplies for an event or function.
- Q. No decorations or other objects may be removed or hung on a wall without prior request by the Event Host and approval from the board or its designee. Any authorized decorations or wall hangings must be hung in such a manner that they do not put holes in or damage any wall, door or trim work.
- R. The grand piano in the Amenity Room must be covered when not in use to prevent marring or damage to the piano.
- S. Any damage to furnishings or amenities must be reported to the concierge on duty immediately.
- T. Any rented or other authorized event furniture, chairs, tables, stands or umbrellas must be placed and secured such that they do not scrape or damage the terrace floor coating, paint or any other part of any Event Facility. If the event is scheduled to conclude after regular business hours, the event host may store rented furniture on-site for pick-up the following morning if such storage is approved in advance by the Association.

U. Following use, the Event Host shall that ensure the Event Facility is promptly returned to an excellent state of repair, condition and cleanliness.

15. **Assumption of Responsibility and Liability.** The Event Host shall assume all responsibility for the Event Facility, all activities conducted or occurring therein and for the conduct of his or her guests, agents and vendors during the periods of reservation and set-up and clean up times. The Tennyson Owners' Association, Inc. does not assume liability for any claims, losses, damages, actions or legal costs that may arise from or in connection with the Event Host's reservation and use of the Event Facility.
16. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its Association Manager or its legal counsel to enforce these rules and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, forfeiture of security deposits. removal of persons, prohibition on future amenity use, liens and foreclosure provisions.

Authority: Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on March 9, 2017.

Effective Date: Immediately upon adoption

Activities and Uses, Chapter 8.1



## Amenity Reservation Request Form

### Event Host Information

Full Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Tel. #: \_\_\_\_\_

I am a: ☐ Condo Unit Owner ☐ Tenant (term of lease is from \_\_\_\_\_ to \_\_\_\_\_)

*"I hereby request to reserve for my use the following amenity (event facility) for the specific date and times and for the specific purpose as described below. I will be present during the entire period of use. I agree to pay all required deposits and fees for amenity use."*

### Reservation Request Information

Event Facility requested: (check all that apply):

☐ Terrace (capacity 100 people)

☐ Amenity Room (capacity 40 people)

☐ Board Room (capacity 60 people) (Note: No food or beverages except for water is allowed in room)

Date & Times Requested:

Date \_\_\_\_\_ Check if date is a: ☐ Saturday ☐ Sunday ☐ state/federal holiday

Starting time: \_\_\_\_\_ am/pm Ending time \_\_\_\_\_ am/pm (latest 10:30pm)

(Note: Include a 30-minute setup time and a 30-minute clean up time)

Total number of Guests (including self and family members): \_\_\_\_\_

Describe the purpose of the event or function: \_\_\_\_\_

Will anything be attached to walls? ☐ Yes ☐ No If yes, describe \_\_\_\_\_

### Services to be Provided

Will food be served? ☐ Yes ☐ No

Will event be catered? ☐ Yes ☐ No

If yes, name & telephone # of caterer: \_\_\_\_\_ Tel: \_\_\_\_\_

Will alcoholic beverages be served? ☐ Yes ☐ No

Will a bartender be on-site? ☐ Yes ☐ No

Will rented or other event furniture such as tables and chairs be brought into the event facility? ☐ Yes ☐ No

If yes, describe type and number: \_\_\_\_\_

Date/Time of event furniture delivery: \_\_\_\_\_ am/pm Date/Time of pickup: \_\_\_\_\_

Will there be live or amplified music? ☐ Yes ☐ No Describe: \_\_\_\_\_

"I hereby acknowledge that I have read and am familiar with the rules for the use of Tennyson amenities and agree to and will abide by all rules and terms and conditions relating to my reservation and use of Tennyson amenities and I agree to assume all responsibility and liability for any injury or damages arising from use of an amenity and for the conduct and actions of all guests. I hereby release and hold harmless The Tennyson Owners' Association, Inc, its officers, directors, members, agents and employees from any and all claims for injury, disability, death or loss or damage to any person or property that may arise from my reservation or use of any Association facility or equipment."

Signature \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule of Security Deposits & Fees (rates as of 01/2019)**

### **A. Security Deposit**

- i. For the terrace: \$500
- ii. For the Amenity Room: \$250
- iii. For the Board Room<sup>1</sup>: \$100

The Event Host shall deliver a check (***bearing the primary unit owner's or lessee's name and address***) made payable to "The Tennyson Owners' Association" to the Tennyson's Association Manager as a security/damage deposit at the time of reservation. The Event Host's unit number must be identified on the memo line of the check.

The Event Host will forfeit and the Association will deduct *a minimum of \$150* from the security deposit if, following the event, food, dinnerware, trash, equipment, supplies or debris remain in or on the Event Facility, or if the Event Facility has not been reasonably cleaned. If the facility is damaged, the Association will deduct the costs to repair or replace damaged items or areas from the security deposit. In addition, if the damages exceed the amount of the security deposit, the Event Host must pay the full cost of the repairs or replacement within ten (10) days of the Association's demand for payment. If an Event Host fails to remit such payment in full, the Association will assess the unit owner for the damages and may charge interest on any unpaid amount at the rate authorized by law and the Tennyson governing documents.

### **B. Facility Rental Fee**

For the terrace: \$150

For the Amenity Room where the maximum number of people will be:

- greater than 10: \$100
- 10 or fewer: \$0

For the Board Room where the maximum number of people will be:

- greater than 20: \$100
- 20 or fewer: \$0

The facility rental fee is not a security deposit and a security deposit may not substitute for a required facility rental fee. Rental fees are used to cover cleaning, waste disposal and other costs incurred by the Association and are nonrefundable unless the reservation is cancelled in writing at least 48 hours in advance of the day of use and no event set up has commenced.

### **C. Concierge On-site Presence During Event/Function.**

**@ \$25/hour**

At least one (1) week in advance of the event or function, the Event Host must arrange, through the Association Manager, for a member of the Tennyson's concierge staff to be in attendance and on duty at any function or event that requires a rental fee. The concierge may not perform bar or wait service functions. The Event Host shall compensate the concierge staff member at the rate of \$25 per hour for the duration of the event or function, including set-up and clean-up. Payment must be made to the concierge staff member prior to the conclusion of the event or function.

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

amenity reservation request form (adopted 03-09-2017 2 of 2).docx (12/20/2018)

<sup>1</sup> When appropriate, the board or its designee may waive the security deposit if the maximum number of people will be 20 or less.

## **Rules for Moving and the Delivery and Removal of Furnishings**

1. **Preamble.** These rules establish the procedures and fees for a unit owner or tenant to move in or move out of a residential unit and for the delivery or removal of appliances and other large furnishings to or from a unit. Moving and furniture transport may occur only in accordance with these rules.

2. **Definitions.**

- A. **"Move-in"** means beginning the occupancy of a residential unit in the Tennyson on a regular or intermittent basis. It includes the delivery, installation or placement of furniture, carpeting, boxes, appliances and similar items typically associated with commencing occupancy of a dwelling. "Move-in" does not include the occupancy of a fully furnished unit where the number of boxes or other items being moved into the unit totals ten (10) or less and are capable of being moved by a single individual without use of a hand truck or other moving equipment.
- B. **"Move-out"** means the quitting the occupancy of a residential unit in the Tennyson due to its sale or termination of a residential lease or for any other reason. It includes the removal of furniture, carpeting, boxes, appliances and similar items typically associated with vacating a dwelling. "Move-out" does not include quitting the occupancy of a fully furnished unit where the number of boxes or other items being moved out of the unit totals ten (10) or less and are capable of being moved by a single individual without use of a hand truck or other moving equipment.
- C. **"Move" or "Moving"** means a move-in or move-out.
- D. **"Furnishings delivery or removal"** means the delivery or transport of furnishings for use in a residential unit including an appliance, sofa, dresser, table or chair where delivery or transport of the item requires the use of a hand truck (dolly) or other moving equipment or cannot be reasonably carried by one or two persons. It also includes the removal of such items from a unit. It does not include a move-in or move out.

3. **Moving and Furniture Transport Period.**

Move-in, move-out and furnishings delivery or removal are permitted between the hours of 9:00 am and 4:30 pm Monday through Friday and 10:00 am and 4:00 pm on Saturdays, excluding holidays and Florida State University football home game days. No moves or furnishings delivery or removal may occur on Sundays.

4. **Advance Scheduling Required.**

- A. The unit owner or tenant shall notify the Association of an intended move or furnishings delivery or removal and make arrangements in advance for such scheduling.

- B. The unit owner or tenant shall submit a Move-in/Move-out form at least five (5) days but no more than thirty (30) days in advance of the day of a move and receive written approval from the Association prior to the move. No form is required to be submitted for furnishings delivery or removal.
- C. The unit owner or tenant shall notify the Association if a piano (excluding electronic keyboards), portable sauna or other heavy or oversized item is intended to be moved or transported.
- D. The Association Manager shall determine the move or furnishings delivery or removal schedule based on the availability of the elevators, previously scheduled activities, maintenance or events in the building or affecting activity in the building, availability of vehicle parking and lobby access and availability of Tennyson staff. Moves and furnishings delivery or removal are scheduled on a "first come, first served" basis and are subject to change by the Association Manager if due to changed circumstances, a scheduled move or furnishings transport date would pose a conflict with staff availability or other activities in the building.

**5. Move-in and Move-out Security Deposit and Fee.**

- A. The unit owner or tenant shall remit a refundable security deposit of \$300 to the Association at the time when a Move-in/Move-out form is submitted for a Move-in and a second \$300 security deposit for a Move-out. Following completion of the move, the security deposit will be refunded less any amount needed to pay for any damage or loss to the Tennyson or Tennyson equipment that the Association Manager or the board determines was caused by or related to the move. Notwithstanding the above, a security deposit will be forfeited in its entirety if the move occurs outside the authorized moving period.
- B. The unit owner or tenant is not required to pay a Move-in/Move-out fee.
- C. A move will not be allowed unless the required security deposit has been paid in full.
- D. Although a Move-in/Move-out fee is not required when a unit owner or tenant moves from one residential unit to another residential unit in the building, the security deposit is required.
- E. No security deposit or fee is required for furnishings delivery or removal.

**6. Procedures.**

- A. **Notice and sign-in required.** The unit owner or tenant or the unit owner's or tenant's representative shall confirm the estimated arrival time for the moving or delivery vehicle with the Concierge on duty 24 hours prior to the its scheduled arrival time, and shall notify the Concierge on duty upon the arrival of the moving or delivery vehicle before any moving or delivery may begin. Moving personnel must sign the Visitor's log upon arrival and departure. The Concierge on duty may provide an elevator access fob if necessary and appropriate.
- B. **Unit owner's or tenant's presence required.** The unit owner or tenant or the unit owner's or tenant's authorized representative shall be present at all times during a move-in or move-out and shall oversee the move and assure compliance with all Association procedures and standards. An authorized representative may not be a moving company employee or contractor. The unit owner is responsible for any loss or damages arising from a move or



furniture transport, including any damage or loss caused by the unit owner's tenant, agent or contractor.

- C. **Moving vehicle parking locations.** Moving vans or trucks and delivery vehicles may not be parked in the parking garage or in any location that blocks vehicle ingress or egress. The Concierge on duty, at the Concierge's discretion, may permit moving or delivery vehicles to park temporarily in front of the Tennyson dumpster or in a limited period parking space located on the ground level. Any vehicles **whose height is greater than 11'4"** is prohibited from entering Tennyson property due to building ceiling height but must utilize an on-street parking space instead.
- D. **Wall and floor protection required.** Elevator wall pads and floor protection pads must be installed and utilized at all times during a move-in or move-out. The concierge may direct that such pads be utilized during furnishings delivery or removal if the concierge that the pads are necessary to prevent damage to Tennyson facilities or furnishings. A floor pad is required on the lobby floor whenever a when a hand truck or similar equipment is used. No moving equipment that may damage or soil carpeting may be used on corridors or lobbies without the use of floor protection. Due care must be taken at all times to prevent any marring or damage to corridor and lobby doors, walls and ceilings and elevator cabs, doors, controls and metal trim. **Any marring or damage must be reported immediately to the Concierge on duty.**
- E. **Moving and furnishings transport equipment.** Moving personnel are responsible for providing all necessary furniture movers, carts, hand trucks, boxes and protective pads (other than elevator pads and a single floor pad for the 1<sup>st</sup> floor lobby provided by the Association). Items must be securely strapped at all times when they are transported using a hand truck.
- F. **Elevator and main entry use restricted.** Use of an elevator for moving or furnishings transport must be confined to **Elevator #2** (elevator located closest to the concierge desk). Unit owners and tenants take precedence for use of the elevators, and moving personnel may not load or unload elevators when unit owners or tenants are in the elevator cab. Moving personnel may not hold elevators doors open while the elevator is in service due to potential damage to the elevator motor and controls.

Moving and furnishings transport is confined to the rear (service) entry unless use of the main (N. Monroe Street) entry is expressly authorized by the Concierge on duty for limited and necessary reasons.

- G. **Lobby and corridor storage prohibited.** No lobby or corridor may be used as a staging area for any item, box or moving equipment nor may such items, boxes or equipment remain in any lobby or corridor.
- H. **Packing material removal.** No boxes or other packing material may be disposed of in the trash chute. All cardboard boxes must be emptied and flattened, contain no plastic or Styrofoam packaging materials and be either disposed of off-site or be stored vertically or placed flat in the recycling area located adjacent to the recycling bins. Pallets and wooden crates must be transported off-site for proper disposal.

The Concierge on duty may direct that packing materials be disposed of off-site if there is an excessive amount or if they may pose a nuisance or hazardous condition. Due care must be

taken to assure that all corridors and lobbies are clean and free of any packing material or debris during and following the move or furniture transport.

- I. **Vacating a unit.** If a move-out will result in the unit being vacant for a period of more than thirty (30) days, the unit owner must turn off the main water shut-off valve in the unit, and if the unit is supplied by natural gas, the main gas shut-off valve, at the time of move-out to prevent leaks in the event of a piping or equipment failure while the unit is unoccupied. To prevent mold or mildew growth in the unit or in a Common Element, the unit's HVAC system must remain on.
7. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its Association Manager or its legal counsel to enforce these rules and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, liens and foreclosure provisions.

Authority: Articles of Incorporation, Article IV. Powers §B(7) and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on March 9, 2017.

Effective Date: Immediately upon adoption

Revised Effective: November 1, 2019

Activities and Uses, Chapter 8.2

## Move-In/Move-Out Request Form

### Unit Owner/Tenant Information

Full Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Tel. #: \_\_\_\_\_

I am a: ☐ Condo Unit Owner ☐ Tenant (term of lease is from \_\_\_\_\_ to \_\_\_\_\_)

*"I hereby request to move-in/move-out and reserve for my use the elevator for the specific date and time and for the specific purpose of moving furnishings in or out of the condominium unit as described below. I will be present during the entire period of the move. I agree to pay all required security deposit and fee and abide by all move-in/move-out rules and regulations and require my moving company/contractors/agents to abide by all such rules and regulations."*

### Move-In/Move-Out Request Information

I am requesting to: (check one):

☐ Move in to the unit

☐ Move out of the unit

☐ Furnishings/appliance delivery or removal (form is optional for this purpose but is helpful if an elevator is to be reserved)

Date & Time of Move-in /Move-out:

Date \_\_\_\_\_ Check if date is a: ☐ Saturday ☐ Sunday ☐ state/federal holiday

☐ FSU Game day (check with Concierge for schedule)

Starting time: \_\_\_\_\_ am/pm Ending time: \_\_\_\_\_ am/pm

**(Note: Move must be between the hours of 9:00 AM & 4:30PM, Mon-Fri or 10:00AM & 4:00PM on Saturday; No moves may take place on Sunday and no move may take place unless a Concierge is on duty.) The unit owner/tenant must submit the completed form at least 5 days prior to the move, and confirm the scheduled move time with the Concierge 24 hours in advance of the move.**

Name and contact information for the person **who will remain on-site** during the move AND assume responsibility for the move:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Relationship to Owner/Tenant)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Cellphone/Text Messaging #)

Will anything require using the N. Monroe Street entry? ☐ Yes ☐ No If yes, describe \_\_\_\_\_

### Moving Company/Moving Service

Will moving van/rental vehicle be used? ☐ Yes ☐ No Maximum length & height of vehicle: \_\_\_\_\_ Long \_\_\_\_\_ High

Name of Moving Service: \_\_\_\_\_ Tel: \_\_\_\_\_

Moving company's Florida Business License or US/Local DOT License No.: \_\_\_\_\_

**NOTE: Mover is responsible for providing all moving equipment and furniture and floor pads and for using pads.**

State the total number of moving personnel who will be on-site during the move (including owner/tenant): \_\_\_\_\_

State the total number of moving vans/vehicles that will be on-site during the move: \_\_\_\_\_

**Required Deposits and Fees**

✓ \$300 Security Deposit (Refundable) \_\_\_\_\_ (check #) \_\_\_\_\_

"I hereby acknowledge that I have read and am familiar with the Tennyson Owners' Association's *Rules for Moving and Furnishings Delivery or Removal* and agree to and will abide by all rules and terms and conditions relating to my reservation and move-in/move-out. Furthermore, I agree to assume all responsibility and liability for any injury or damages arising from move-in/move-out and for the conduct and actions of all my contractors, agents and representatives. I understand that I may forfeit the security deposit if I or any of my contractors, agents or representatives do not comply with all Association rules and regulations or if the move results in any damage or loss to the Association, Association equipment or other unit owner's property."

Signature \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT (Rules)

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Date Received by Association: \_\_\_\_\_ Time: \_\_\_\_\_

Request is: ☐ Approved ☐ Approved with Special Conditions (see below)

*Special Condition(s):*

\_\_\_\_\_  
\_\_\_\_\_

☐ Denied. Reason: \_\_\_\_\_

BY: \_\_\_\_\_

(Authorized Representative of the Board of Directors)

Date: \_\_\_\_\_

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

# *The Tennyson, A Condominium*

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

## **Trash Disposal and Recycling Rules**

1. **Preamble.** These rules establish the requirements for disposal of trash and other waste, and the handling of recyclable materials at the Tennyson. Trash and recyclable materials may be disposed of only in accordance with these rules.
2. **Recyclable Materials.** "Recyclable Materials" means aluminum, tin and steel cans having less than a 3-gallon capacity, newspapers and magazines, glass bottles and jars having less than a 3-gallon capacity, plastic bottles and jugs including soda bottles, cardboard and cardboard boxes, paper bags, envelopes, catalogues, cereal boxes and junk mail comprised of paper materials. "Recyclable Materials" does not include plastic bags, milk or juice cartons, bubble wrap, laundry baskets or plastic toys, compact discs (CDs), paper towels, paper plates or cups, facial tissues or napkins, used pizza boxes, juice boxes, Styrofoam or Styrofoam products such as cups, chip bags, pet food or litter bags, lightbulbs, any electronics, food wastes or any other material that has been contaminated by food. "Recyclable Materials" does not include any waste defined as hazardous by state or federal rule, including any oil-based paint, lead-containing batteries, oil or any containers that at one time contained oil-based paint or oil, or any other materials determined by the City of Tallahassee as nonrecyclable.
3. **Trash Removal and Disposal Standards.**
  - A. Unit owners and tenants may dispose of their residential trash in the trash chutes located on the southern end of each residential floor. All trash must be placed in a plastic bag and tied or otherwise sealed to prevent leakage. No liquid waste or loose trash may be disposed of in the trash chute.
  - B. No trash that is larger than the trash chute opening may be placed in the trash chute, including foam cushions or mattresses, curtain rods or oversized cardboard boxes.
  - C. Trash may not be stored or left in any corridor or lobby.
  - D. No demolition or construction debris may be disposed of in the trash chute.
  - E. No contractor may dispose of demolition or construction debris in the trash chute or in the Tennyson's dumpster. The contractor must make separate arrangements to transport and dispose of the waste at an approved off-site location.
  - F. Spills of trash must be cleaned up immediately so as not to attract vermin or soil common areas of the building.
  - G. No trash or other nonrecyclable materials may be placed in any recycle bin.
  - H. No furniture, mattresses, carpeting or area rugs or appliances may be disposed of in the dumpster or be placed adjacent to the dumpster for disposal without the approval of the Association Manager or the manager's designee.

- I. No trash may be left in the parking garage unless it is deposited in a trash receptacle. Trash may not be left on or adjacent to a trash receptacle or trash chute.

**4. Recycling Standards.**

- A. The City of Tallahassee operates a single source recycling program so recyclable materials as defined in Section 2 above are not required to be separated.
- B. Unit owners and tenants may place recyclable materials in the designated recycling bins located near the Tennyson dumpster. Care must be taken to completely close the lid on the recycling bins after depositing recyclable materials.
- C. Cans, bottles, jars and other containers must be rinsed clean prior to their placement in the recycling bins.
- D. Cardboard boxes must be emptied and flattened, and contain no plastic or Styrofoam packaging materials. Flattened cardboard boxes must be stored vertically or placed flat in the recycling area located adjacent to the recycling bins.
- E. The City of Tallahassee may refuse to pick up materials to be recycled that are not in compliance with these or other city standards for recycling.

5. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its Association Manager or its legal counsel to enforce this regulation and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, liens and foreclosure provisions.

Authority: Articles of Incorporation, Article IV. Powers §B(7) and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on March 9, 2017.

Effective Date: Immediately upon adoption

Activities and Uses, Chapter 8.3

## Single Stream Recycle Guide – Your Own Utilities - Talgov.com/YOU

|       | MATERIAL   | ACCEPTABLE  | NOT ACCEPTABLE  | PREPARATION  |
|-------|--|---|---|--|
| GLASS | Glass bottles & jars   | Food and beverage containers (clear, green, and brown)  | Light bulbs, dishes, Pyrex, drinking glasses, window panes, mirrors, or ceramics  | Rinse clean and remove all lids. Lids are also recyclable. |
|       | Aluminum   | Cans and clean pie pans   | Aluminum with stuck-on food or grease.  | Rinse clean  |
| METAL | Metal Cans   | Food and beverage cans only   | Oil filters, scrap metal or aerosol cans.   | <b>Rinse clean.</b> Labels OK. Lids OK placed inside cans. |
|       | Bottles, jugs, jars, containers<br><br>#1-7 Usually ok to recycle. | Plastic containers such as bottles, jugs, cleaning products, detergent bottles, beauty supplies, yogurt and butter tubs, frozen food trays, containers  | <b>Styrofoam or plastic bags,</b> plastic wrap, bubble wrap, laundry baskets, housewares, office products, biodegradable plastics (PLA), plastic, filmy, or foam packing materials. Plastic wrapping, CDs, spiral or 3-ring notebooks, or plastic covers. | <b>Rinse clean.</b> Labels ok                              |
| PAPER | Boxboard, Corrugated cardboard                                     | Cereal, shoe, and clothing boxes, soda & beer carriers, paper egg cartons, dry-food boxes (pasta, rice, etc.), tissue boxes, paper towel and toilet paper cores, Boxes with a wavy center layer.  | Frozen food or drink boxes , milk or juice cartons, paper plates, cups, oil painted or chemical-stained, wet, unclean, or wax-coated cardboard.   | Empty and flatten. Remove and discard plastic liners.      |
|       | Magazines, catalogs, newspaper, white and colored paper            | All sections and inserts of glued or staple-bound publications. Printed, letterhead, copier paper, glossy flyers & brochures, file folders, manila folders, index cards, construction paper, non-metallic wrapping paper, tissue paper & cards. | Soaking wet or contaminated with paint, oil, pet waste, paper towels or facial tissue, or paper plates or cups, stickers or sticker backing material.   | Must be clean. Ok if damp. Phone books OK year-round.      |
|       | Envelopes, junk mail, paper bags                                   | White, manila, colored, gummed, and window envelopes  | Tyvek or plastic envelopes, mailers padded with bubble wrap, plastic-coated or -lined bags, animal food or kitty-litter bags.   | Remove nonpaper enclosures Labels OK                       |
|       | Soft-cover books   | Paperback books, phone books, etc.  | Plastic wrapping, CDs, spiral or 3-ring notebooks, or plastic covers.   | Must be clean and dry. Phone books OK year-round.          |
|       | Shredded paper   | Confidential documents  | Shredded plastic  | Please do not place in plastic bags.                       |
|       |  |   |   |  |
|       | MATERIAL   | ACCEPTABLE  | NOT ACCEPTABLE  | PREPARATION  |

# *The Tennyson, A Condominium*

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

## **Regulation of Pets and Other Animals**

1. **Preamble.** In accordance with the Tennyson's Declaration of Condominium, a unit owner, unit owner's immediate family, guest or tenant who lawfully occupies a residential unit has the right to keep or maintain a pet in the owner's unit, subject to animal regulations adopted by the board. This regulation supersedes and replaces the Board of Director's pet rules adopted in 2011 and amended in 2012 and again on February 13, 2016.
2. **Permitted Animals.** Subject to the provisions of this regulation and except as limited by sections 3 and 4, the following animals may be kept and maintained in a residential unit: a domestic dog, a domestic cat and a lawfully permitted caged bird (hereinafter referred to as "pet"). For the purposes of this regulation, lawfully permitted aquarium fish are not considered pets but nonetheless may be kept or maintained in a unit.
3. **Prohibited Animals.** For the purposes of this regulation, "Tennyson premises" means all Common and Limited Common Elements, residential units and grounds of the Tennyson. The following animals are prohibited in or on Tennyson premises:
  - A. Mammals including canines other than domestic dogs and felines other than domestic cats;
  - B. Any wild or other undomesticated animal, except lawfully permitted exotic fish confined to an aquarium 15 gallons or less in size;
  - C. Macaws, parrots, cockatiels or cockatoos;
  - D. Aggressive breeds of dogs including Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, Pit Bull Terrier, German Shepherd, Rottweiler, Siberian Husky, Wolf Hybrid, Staffordshire Bull Terrier, Presa Canario or any variation of these breeds (mixed breed); and
  - E. Amphibians, reptiles and invertebrates (e.g., spiders and insects).
4. **Limitation on Number and Size of Permitted Pets.** The number and size of pets allowed to be kept or maintained in a unit are as follows:
  - A. Total number of pets allowed in a unit at any time: two (2);
  - B. Maximum dog weight: forty (40) pounds or less;
  - C. Maximum cat weight: fifteen (15) pounds or less; and
  - D. Maximum bird size: six (6) inches or less in height.
5. **Pet Registration and Photograph Required.** Each unit owner or tenant who on the effective date of this regulation 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 thirty (30) days of the effective date of this regulation. All other unit owners or tenants must register their pet(s) 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. Failure of a unit owner or tenant or an owner's or



tenant's guest to properly register a pet constitutes a violation of this regulation. The board may require periodic re-registration in order to maintain accurate and current records of pets authorized to be kept or maintained in Tennyson units and for the safety and health of Tennyson residents and guests. Pet registrations are not transferrable.

6. **Licenses and Vaccinations.** Each pet owner must demonstrate to the Association at the time of pet registration that his or her pet is properly licensed and has received all required inoculations, including rabies and distemper vaccinations and flea/tick treatments, in accordance with state, county or local law or ordinances. Upon request by the board or its designee, a pet owner must provide documentation that the pet remains in compliance with all licensing and vaccination requirements.
7. **Control and Conduct of Pets.** The unit owner or tenant is responsible for the control and conduct of each pet that is kept or maintained in his or her unit, including compliance with the following provisions:
  - A. A pet must be on a short leash, hand-carried or in a pet carrier and under the control of its owner at all times when in or on a Common Element or on the Tennyson grounds. The board may require a pet to wear a muzzle while in or on a Common Element, prohibit it from using an elevator when the elevator is occupied or other similar measures if the pet has attacked, bitten, scratched, jumped upon or acted aggressively toward a person or other pet. Any pet that is in or on a Common Element without a muzzle after the owner has been notified that a muzzle is required constitutes grounds for removal of the pet.
  - B. No pet may be leashed or tied to any object in or on a Common Element, and no pet may be kept in a storage unit at any time.
  - C. Unit owners or tenants may not allow their pet(s) to become a nuisance by virtue of their size, number, behavior, sounds they make or condition in which they are kept;
  - D. Unit owners or tenants may not allow their pet(s) to bark, howl, whine or make other noises for such a time as to disturb other unit owner's or tenant's rest, comfort or enjoyment of their unit or any Common Element, or that of their family or guest(s). No pet may be left unattended on a balcony, patio or parked vehicle on the premises for extended periods;
  - E. No pet may be groomed in or on any Common Element, or on any balcony or patio in such a manner that pet hair or nails may be blown, dropped on, tracked onto or otherwise transported to any Common Element or other unit;
  - F. No pet may be kept or maintained on the Tennyson premises for any commercial purpose;
  - G. Unit owners and tenants are responsible for promptly removing their pet waste from the Tennyson premises. No such waste may be disposed in Tennyson waste receptacles or trash chutes unless it is fully contained in a sealed, leak-proof bag. Pet wastes and odors may not be allowed to accumulate or emanate to Common Elements or other units so as to create an unattractive, unsanitary or nuisance condition. Pets may not be allowed to urinate or defecate in or on any Common Element including but not limited to the terrace, building entries, walks, drives, floor or storm drains, elevators, planters, parking spaces or garage or at or near the dumpster or utility rooms even if the waste is to be subsequently removed. Pet litter or waste may not be disposed of in toilets;
  - H. No pet is allowed on the terrace or in the Fitness, Amenity or Board rooms or allowed to roam freely or stand or sit on any furniture in any Common Element; and

- I. After first having given the owner seven (7) days prior written notice, the board may require that a pet be permanently removed from the Tennyson if it determines that the pet may endanger the health or safety of unit owners, tenants or their family members or guests or Association property, is in substantial noncompliance with the pet regulation or creates a nuisance or unreasonable disturbance. Notwithstanding the above notice requirement, the board may direct the immediate removal of the pet without prior notice if it determines the pet presents an immediate danger to the health, safety or property of a unit owner, tenant or any other person.
8. **Tenant Notice and Lease Limitations.** Each unit owner has an affirmative obligation to inform his or her tenant of this pet regulation prior to a tenant's occupancy of a unit and to assure the tenant's compliance with the regulation. Nothing in this regulation shall supersede or nullify any provision of a lease that prohibits pets as a condition of leasing a unit.
9. **Responsibility.** Unit owners or tenants are responsible for keeping their pets and the pets of their family or guests under control at all times while on Tennyson premises and are responsible for any property damage, personal injury, disturbance or violation of this regulation that the pet may cause or inflict. Unit owners will be billed and are responsible for paying any costs of cleaning, repair or replacement of damage to any Association property.
10. **Service Animal Waiver.** The board shall grant a limited waiver to any provision of this pet regulation upon written application by a pet owner only if such provision would prohibit the occupancy and maintenance of a dog that meets the definition of a "service animal" as defined under 413.08(1)(d) Florida Statutes. Such variance must be limited to the minimum necessary to comply with such law.
11. **Enforcement.** The Association's Board of Directors shall enforce this regulation and may authorize its Association Manager or its legal counsel to enforce this regulation and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, removal of the pet, liens and foreclosure provisions. Nuisance animals will be reported to the City of Tallahassee Division of Animal Services.
12. **Retroactivity.** A unit owner or bona fide tenant may continue to keep and maintain a dog that is prohibited under Section 3D (aggressive breeds) of this regulation in his or her unit only if the owner or tenant provides convincing evidence that such animal has been kept or maintained in the unit for a period of at least one (1) month prior to the effective date of this regulation and registers the animal as provided under this regulation. The animal remains subject to all other provisions of this regulation.

A unit owner or bona fide tenant may continue to keep and maintain a dog that is prohibited under Section 4 (pet size) of this regulation in his or her unit only if: the owner provides convincing evidence the unit owner owned both the unit and the dog as of April 30, 2011, or in the case of a tenant, the tenant provides convincing evidence that the tenant has both owned the dog and leased the unit continuously since April 30, 2011; the dog has been kept and maintained in such unit; and the unit owner or tenant registers the dog as provided under this regulation.<sup>1</sup> The animal remains subject to all other provisions of this regulation.

A unit owner or tenant may not replace a prohibited animal with another prohibited animal upon the death of the prohibited animal or its permanent removal from the Tennyson premises, or in the case of a

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<sup>1</sup> In April 2011, the Board of Directors adopted an Association rule that established a maximum allowable weight of 30 pounds for a dog and in November 2015, the Board increased the maximum allowable weight to 40 pounds.

tenant, after March 31, 2018. An animal is presumed to have been permanently removed if the animal has not been kept or maintained in the unit for six (6) months or longer.

Authority: Declaration of Condominium, §10.10 Animals and Bylaws, §30 (Powers & Duties of the Board)

Adopted by the Board of Directors on March 9, 2017.

Effective Date: Immediately upon adoption

Activities and Uses, Chapter 8.4

# *The Tennyson, A Condominium*

## PET REGISTRATION FORM

### I. Pet Registrant Information

Pet Owner's Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Cell/Home Tel #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Registrant is: ☐ Unit owner ☐ Tenant ☐ Guest of unit owner or tenant ☐ Immediate Family Member

Unit is: ☐ Owner-occupied ☐ Leased (Note: If leased, both tenant & unit owner must sign registration form.)

### II. Pet Information (Note: a separate form is required for each pet)

Pet is: ☐ Dog ☐ Cat ☐ Bird ☐ Other: \_\_\_\_\_ (specify)

Breed: \_\_\_\_\_ Mixed breed? ☐ Yes ☐ No (Note: If mixed breed, specify breed mix)

Weight: \_\_\_\_\_ lbs./oz. If not fully grown, estimate final weight at maturity: \_\_\_\_\_ lbs./oz.

Height: \_\_\_\_\_ (in.) Age: \_\_\_\_\_ (yrs.) Check box if pet **complies** with Sections 2-4 of regulation? ☐

If not, list the dates: unit was acquired \_\_\_\_\_ & date animal was acquired \_\_\_\_\_

Animal color and distinctive markings: \_\_\_\_\_

Name pet answers to: \_\_\_\_\_ Attach a color photo of the pet(s). ☐

### III. Veterinary Information

Rabies Vaccination Tag #: \_\_\_\_\_ Rabies Vaccine Expiration Date: \_\_\_\_\_

Veterinarian Contact Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

### IV. Emergency Information

Person to contact in case of emergency or found pet: \_\_\_\_\_

Contact Tel #: \_\_\_\_\_

### V. Certification

"I, hereby, certify that the information provided on this form is accurate and complete to the best of my knowledge. I have carefully read and agree to fully abide by the Tennyson Owners' Association's Pet and Other Animal regulation. My pet has received all required vaccinations and treatments. I further acknowledge that I am responsible for and assume liability for the pet that is kept or maintained in my unit. If the unit is leased, the Unit Owner hereby, agrees to allow Tenant to keep and maintain the pet in his or her unit."

Signed: \_\_\_\_\_ (Registrant) Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Owner, if Registrant is a lessee) Date: \_\_\_\_\_

# *The Tennyson, A Condominium*

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

## **Regulation of Decorations**

1. **Preamble.** This regulation establishes the requirements and limitations on the placement and installation of decorations, including "winter holiday" decorations, by unit owners and tenants in or on exterior areas of a residential unit. Decorations may be placed or installed only in accordance with this regulation and only during the holiday season.
2. **Winter Holiday Season.** "Winter holiday season" means the period from the day after Thanksgiving to the 6<sup>th</sup> day of January of each year.
3. **Decorations Standards.**
  - A. A unit owner or tenant (with the unit owner's permission) may install a wreath on his or her unit entry door during the winter holiday season if the wreath does not exceed twenty-four inches (24") in diameter. The wreath may be decorated but may not include lights or sounds. The wreath must be affixed to the door in such a manner that it does not require any nails, screws, permanent adhesives or alteration or damage to the door or paint. Approved fasteners include 3M brand Command strips and hooks and over-the-door wreath hangers. The wreath may not be hung from or attached to the door frame or mantel. If the wreath is live or fresh, the unit owner or tenant is responsible for promptly removing any fallen needles or leaves from the corridor.
  - B. A unit owner or tenant (with the unit owner's permission) may place a live Christmas or other evergreen tree in a residential unit during the winter holiday season provided that the tree is transported to and from the unit only while it is fully enclosed in a tree bag or similar enclosure such that branches, leaves, needles, sap or moisture may not fall on the floor or carpeting and the tree and its branches do not damage or mar any flooring, carpeting, trim work, wall, door, lobby, entry area or elevator.<sup>1</sup> A tree that does not fit easily into the elevator is not permitted. The tree must be transported into and out of the building using the entry door determined by the Concierge on duty at the time of tree transport. Tree trunks or branches may not be cut in or on any Common Element or balcony. A tree may not be transported using an elevator while any other person is occupying that elevator.
  - C. Once a tree has been transported outside the building, it must be disposed of by placing it adjacent to the trash compactor located inside privacy fence.
  - D. Lights may not interfere with other unit owners' or tenants' enjoyment of their unit or create a nuisance condition. Flood, strobe or high intensity lights may not be used to illuminate any holiday decoration.

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<sup>1</sup> Tree bags may be obtained at most hardware stores and, depending on availability, at no or nominal cost from the Tennyson Concierge.

- E. No lights, garlands (live or artificial), sound emitting devices, banners, signs or other decoration or object may be affixed to, be hung from or overhang any balcony, balcony railing, patio wall, roof, ceiling, window sill or exterior light fixture, or be wrapped around any railing.
  - F. Except for wreaths authorized in section A, no unit owner or tenant may place or install any other decoration including a banner, ornament, mistletoe, ball, ribbon, figurine or door covering in or on any Common Element including doors, corridors, entries and lobbies at any time.<sup>2</sup>
  - G. No door mat, umbrella stand, doorbell or other object may be placed in any corridor or unit entry at any time.
  - H. The unit owner is responsible for any damages caused to any Common or Limited Common Element by the placement or transport of any holiday decoration.
4. **Enforcement.** The Association's Board of Directors shall enforce this regulation and may authorize its Association Manager or its legal counsel to enforce this regulation and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including monetary penalties and fines, removal of the decorations, liens and foreclosure provisions.

Authority: Articles of Incorporation, Article IV. Powers §B(7) and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on March 9, 2017.

Effective Date: Immediately upon adoption

Activities and Uses, Chapter: 8.5

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<sup>2</sup> In accordance with Florida condominium law, a unit owner may request reasonable accommodation from the Association for the attachment of a small religious symbol, not to exceed 6" high by 3" wide by 1.5" deep, on his or her entry door.

# *The Tennyson, A Condominium*

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

## **Rules for the Parking of Vehicles**

1. **Preamble.** These rules establish the requirements for the parking of motor vehicles and nonmotorized conveyances or equipment. No vehicle may be driven or parked on Tennyson premises except in accordance with these rules.
2. **Motor Vehicle.** "Motor vehicle" means any automobile, truck, recreational vehicle (RV or motor home), motorcycle, moped or motor scooter approved for use on Florida public roads, regardless of its mode of power. "Motor vehicle" does not include a bicycle or electric personal assistive mobility device (motorized scooter not approved for road use).
3. **Prohibited Vehicles and Equipment.** The following vehicles and other equipment may not be parked on Tennyson grounds including in the parking garage:
  - a. An unregistered or inoperable motor vehicle;
  - b. An all-terrain vehicle (ATV), utility task vehicle (UTV) or golf cart;
  - c. A boat, boat trailer, trailer, semi-tractor, mobile home or recreational vehicle; and
  - d. A commercial vehicle, construction vehicle or motorized construction equipment or machine except when authorized by the Board of Directors or its designee to perform construction, maintenance, refurbishing or repair services to a unit or the building for the period reasonably necessary for the completion of such work.

Furthermore, no skateboards, rollerblades or inline skates may be operated on Tennyson grounds including in the parking garage.

4. **Vehicle Height and Length Limitations in Parking Garage and at Tennyson Entrances.**
  - a. No motor vehicle, including onboard cargo, that is greater than seven feet (7') in overall height may enter or park in the parking garage except that the Board of Directors or its designee may authorize a service vehicle that is greater than 7 feet in height to enter the parking garage when necessary to conduct facility repairs or maintenance.
  - b. No motor vehicle that is greater than eleven feet four inches (11'4") in height may enter Tennyson premises.
  - c. No motor vehicle whose overall length (*including any trailer hitch or bumper or hitch-mounted accessory*) extends beyond the outermost edge of the stripe designating the parking space or obscures the parking space number may park in the parking garage<sup>1</sup>.
5. **Parking Permit Required.**
  - A. A unit owner or tenant must obtain a parking permit from the Association for each motor vehicle the owner or tenant intends to park on Tennyson premises by submitting an Association parking permit application and all required vehicle and registrant/owner information including registrant's relationship to the unit. The permit will associate the vehicle with that vehicle's authorized parking

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<sup>1</sup> Approximately 17 feet.

space(s) in the parking garage. The Board may establish a fee, not to exceed \$15, for the issuance or replacement of a parking permit or decal.

- B. The Association may issue a parking permit or decal only to a vehicle that has a current vehicle registration and that is registered to or leased by a unit owner or tenant, a unit owner's or tenant's immediate family member or a unit owner's or tenant's business. However, if a unit owner or tenant leases a vehicle from a vehicle rental agency or automobile dealership, the Association may issue a temporary parking permit that corresponds to the period the vehicle is leased by the unit owner or tenant.
- C. Parking permits and decals are not transferrable to another person or vehicle.
- D. Parking permits and decals expire upon their stated expiration date, when the unit owner or tenant vacates his or her unit or when the vehicle has been sold otherwise disposed of, whichever occurs first.

#### **6. Parking Standards.**

- a. The maximum vehicular travel speed on Tennyson premises is five miles per hour (5 MPH).
- b. No person may drive or park a motor vehicle in such a manner as to obstruct any travel lane, entry way or pedestrian way, or endanger the safety of any person.
- c. No person may park a motor vehicle in any designated "no parking" area.
- d. No person may leave a vehicle unoccupied while it is idling.
- e. Vehicles entering and exiting the parking garage must keep to the right-hand side of the travel lane and the traffic island.
- f. No motor vehicle may be parked in the parking garage without a valid parking permit or decal.
- g. The unit owner or tenant shall display the Association-issued parking permit or decal on the lower left corner of either the front or rear windshield his or her vehicle at all times while it remains on Tennyson premises.
- h. The parking spaces on the ground level (*1 disability and 4 standard spaces*) are limited period spaces, for the convenience of unit owners and tenants, their guests and service and delivery personnel when entering the building for short-term, intermittent periods. A vehicle may be parked in a limited period parking space located on the ground level for a maximum period of ninety (90) minutes unless the Concierge on duty approves a special exception for necessity and a "special exception parking" permit is displayed on the vehicle's windshield while the vehicle is parked in that location. The Board of Directors may modify the maximum period for parking in the limited period parking spaces at any time upon a majority vote of the board.
- i. Only one motor vehicle per parking space is permitted.
- j. Vehicles should be parked in the parking garage in a face-in position. If they are backed in, however, no portion of the vehicle may touch a railing, post, wall or column.
- k. Vehicles must be parked within the lines of the parking space(s) to which they are assigned and may not encroach on a parking space assigned to another unit owner or tenant.
- l. A unit owner or tenant may not park a vehicle in the assigned parking space of another unit owner or tenant without that person's consent. The Association shall presume that a vehicle is not



authorized to be parked in another person's assigned parking space unless the unit owner or tenant notifies the Concierge on duty that such permission has been given.

- m. Parking spaces may only be used to park permitted motor vehicles except that a unit owner or tenant may store an electric personal assistive mobility device or a bicycle against the railing if it is wholly contained in that person's assigned parking space; no parking space may be used to place or store automobile parts, boxes, crates, coolers, carts, tools, gasoline or oil cans, advertising signs or other objects nor may a parking space be used to service a motor vehicle. The Association may remove such unpermitted objects from the parking space and the premises at the unit owner's expense.
- n. Motorcycles, motor scooters and mopeds must be parked in an assigned parking space and may not be parked at the bicycle rack or other area outside of a parking space.
- o. A unit owner or tenant may not affix or allow to be affixed any signs or banners except for one, small aluminum or plastic "*Authorized Parking Only*" or similarly worded sign, having black lettering on a white background, to any parking garage railing, cabling, column or wall adjacent to that person's assigned parking space. Sign fasteners must be removable and may not damage any component of the parking garage.
- p. The unit owner is responsible for any cleaning costs incurred by the Association to remove oil, grease or other automobile fluids that exceed 100 square inches on the parking deck in that person's assigned parking space.
- q. The unit owner is responsible for any parking garage gate repair or replacement costs incurred by the Association that results from the owner or the owner's tenants or guests striking the gate with a motor vehicle or tampering with or otherwise damaging the gate. The operator of any vehicle that strikes or damages the garage gate shall immediately report the incidence to the Association.

#### **7. Towing and Removal of Vehicle Authorized.**

- a. The Board of Directors authorizes its Association Manager and any other person designated by the board to act on its behalf to remove any vehicle from the premises that is not in compliance with these rules. Towing or other removal of a vehicle will be carried out in accordance with the procedures, notices and restrictions set forth in the Florida Condominium Act.
- b. A unit owner or a tenant may authorize the Association Manager to remove any unauthorized vehicle that is parked in that person's assigned parking space. Such authorization must be made in writing. Towing or other removal of the vehicle will be carried out in accordance with the procedures, notices and restrictions set forth in the Florida Condominium Act.
- c. In accordance with state law, the Association is not liable for the costs of the removal, transportation and storage of a vehicle towed from the premises or any related damages.<sup>2</sup>.

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<sup>2</sup> See Florida Stat. §715.07 Vehicles or vessels parked on private property; towing.

8. **Enforcement.** The Association's Board of Directors shall enforce these rules and may authorize its Association Manager or its legal counsel to enforce these rules and to seek fines and penalties for violations as provided by law and Tennyson governing documents. The Association has and may use all remedies available by law, including remedies set forth in the Florida Condominium Act, including removal of vehicles or unpermitted objects in parking areas, monetary penalties and fines, liens and foreclosure provisions, as applicable.

Authority: Declaration of Condominium §10 Use Restrictions and Articles of Incorporation, Article IV. Powers and Bylaws, §30 (Powers and Duties of the Board of Directors)

Adopted by the Board of Directors on May 5, 2017

Effective Date: Immediately upon adoption

Activities and Uses, Chapter: 8.6

# *The Tennyson, A Condominium*

## 2019-2020 PARKING PERMIT APPLICATION FORM

### I. Applicant Information

Unit Owner's/Tenant's Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Assigned Parking Space Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Cell/Home Tel #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Unit is: ☐ Owner-occupied ☐ Leased (Note: If leased, both tenant & unit owner must sign application form.)

### II. Vehicle Information (Note: a separate form is required for each vehicle)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

State of Registration: \_\_\_\_\_ Tag #: \_\_\_\_\_ Reg. Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Vehicle Color: \_\_\_\_\_ [Decal #: \_\_\_\_\_ Exp. 12/31/2020 Association will assign]

### III. Vehicle Registrant Information

Full name of Registrant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Tel #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Relationship of Registrant to Unit Owner/Tenant (**check one**) ☐ Self

☐ Immediate Family Member (spouse, significant other, daughter or son) ☐ Auto leasing company

☐ Guest of unit owner/tenant (duration) \_\_\_\_\_ ☐ Business owned by unit owner/tenant

### IV. Towing Authorization

Do you as unit owner/tenant authorize the Association to have any unpermitted/unauthorized vehicle towed from your assigned parking space? (Note: Authorization may be rescinded upon written notice to the Association.)

☐ No ☐ Yes ☐ Yes, but attempt to contact me *prior* to having vehicle towed

### V. Certification

"I, hereby, certify that the information provided on this form is true, accurate and complete to the best of my knowledge. I have carefully read and agree to fully abide by the Tennyson Owners' Association's Parking Rules. My vehicle has a current tag and is fully operable. I further acknowledge that I have an obligation to promptly notify the Association of any changes to the vehicle information or status or to the registrant information. I further understand that the parking permit/decal may not be transferred to another person or vehicle. I further understand that I may not lease a parking space to any person who is not a unit owner or tenant of the Tennyson. I understand and agree that the Association is not responsible for any loss or theft of a vehicle or its contents while it is parked on Tennyson premises. If the unit is leased, the Unit Owner hereby, agrees to allow Tenant to obtain a parking permit/decal for the above noted vehicle and parking space(s)."

Signed: \_\_\_\_\_ (Applicant) Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Owner (if Applicant is a Tenant) Date: \_\_\_\_\_

# *The Tennyson, A Condominium*

## **Resolution, Reaffirming the Designated Location for Posting of Notice for Meetings of the Membership and Meetings of the Board of Directors**

THAT WHEREAS, §718.112(2)(d), Florida Statutes, requires the posting of notice conspicuously upon the condominium property for all meetings of the membership, and §718.112(2)(c), Florida Statutes, requires posting of notice for all nonemergency meetings of the board of directors; and

WHEREAS, said provisions of the Florida Statutes require the association to designate the location for the posting of such notices by rule adopted by the board of directors.

NOW THEREFORE BE IT RESOLVED by the board of directors of The Tennyson Owners' Association, Inc. that the rule for posting of notice conspicuously upon the condominium property be as follows:

1. Notice for all meetings of the membership and all nonemergency meetings of the board of directors must be posted on the interior of each elevator cab in THE TENNYSON for not less than the minimum period required by the Florida Condominium Act prior to any such meeting; and
2. The secretary of the board or the secretary's designee shall be responsible for the posting of all required notices in the designated location.

Authority: §718.112(2); and Bylaws §7 (Notice) and §21 (Notice of Meetings of the Board of Directors)

Adopted by the Board of Directors on December 18, 2018.

Effective Date: December 31, 2018

Notices, Chapter: 10.1

# *The Tennyson, A Condominium*

## **Board Policy on Requests to Inspect and Copy Association Records**

1. **Preamble.** Pursuant to the Florida Condominium Act, the official records of the association are open to inspection by members of the association or their authorized representatives, including the right to make or obtain copies of those records. While most association records are subject to this right, the law provides for certain, limited exceptions. The records that may be inspected and copied are delineated in section 2 of this policy, or as otherwise specified in the Florida Condominium Act. This policy establishes the rules and procedures for the inspection and copying of association records by association members or their authorized representatives.
2. **Association Records Subject to Inspection.** Association records that are available for inspection and copying are those specified in Chapter 718.111(12), F.S. - OFFICIAL RECORDS - including without limitation: association bylaws; articles of incorporation; current rules; books that contain the minutes of association and board meetings; current insurance policies of the association; management agreements; financial records; contracts and bids for work to be performed; records related to voting by unit owners; roster of current unit owners; and the current question and answer sheet. Chapter 718.111(12), F.S. - OFFICIAL RECORDS - also provides that certain records are not accessible to unit owners including without limitation: records protected by the lawyer-client privilege; information obtained in connection with the approval of the lease, sale or other transfer of a unit; personnel records of association or management company personnel; medical records of unit owners; social security numbers, driver license numbers, credit card numbers, email addresses, telephone numbers or other personal identifying information of a unit owner or tenant; and electronic security measures used by the association to secure data and passwords.
3. **Persons Authorized to Inspect or Copy Association Records.**
  - A. **Association member.** Each association member (unit owner of record) has the right to inspect and copy official records of the association in compliance with the rules and procedures contained in this policy. An association member may authorize a designated representative to conduct the inspection or request copies on the owner's behalf. Each such authorization must be in writing, signed and dated by the owner, and be presented to the association manager or authorized board representative. Any such authorization shall expire 60 days from receipt by the association. The association member and the member's designated representative are collectively referred to in this policy as the "requestor".
  - B. **Tenant.** A renter of a residential unit has a right to inspect and copy the association's bylaws and rules.
4. **Request to Inspect Association Records Form Required.** Each requestor must complete and sign the "Request to Inspect Association Records" form provided by the association and return the completed form to the association manager or authorized board representative. The requestor must identify with reasonable specificity the association records to be inspected or copied and the requestor's contact information. A requester may not submit more than one request within a 10-day period.
5. **Location, Hours and Log of Inspection and Copying.**
  - A. **Production of Records.** Upon receipt of a completed request form, the association manager or the manager's designee shall arrange to make the records available for inspection by the deadline established in the Florida Condominium Act. If the request for records is

extensive or time-consuming to prepare for inspection or copying, the association manager or the manager's designee shall so notify the requestor and may seek a voluntary time extension from the requestor to complete the request. Such extension approval must be given in writing.

**B. Location.** Records inspections must take place in the association's office or its Board Room.

**C. Hours.** A requestor must schedule an appointment with the association manager in advance of the inspection or copying. All records inspections and copying must be conducted between regular business hours of 10:30 AM and 4:30 PM, Monday through Friday, excluding holidays and are limited to 3 hours per day.

**D. Log.** Each requestor must sign a log that identifies the person who inspected the records, owner's unit number, which records were provided for inspection or copying, and the dates and times of such inspection or receipt of copies.

**E. Records Available on Association's Website.** The association makes some association records available to association members directly through its website. When requested records exist on the association's website, the association manager or designee will direct the requestor to the website where the documents are posted. If a requestor requests a document that is available on the website, but the requestor is unable to access or print the document, then the association will make a copy of the document for the requestor at the requestor's expense.

## **6. Fees.**

**A. Copying Fee.** Copying charges are twenty-five cents (\$0.25) per page for letter or legal-size documents and the actual costs of reproduction incurred by the association for over-size documents, architectural plans or drawings, or other documents that require special handling. The association is not obligated to produce color copies, resize documents or convert paper documents to a digital format. For requests where the copying cost will exceed \$25, the requestor may request that the association provide an estimate of the copying costs prior to copying.

**B. Clerical Support Fee.** Clerical support charges are \$6.50 for every increment of 50 pages after the first 50 pages copied except that total clerical support fees per request may not exceed \$100.

**C. Mailing Fee.** If a requestor requests that copies of the records be mailed, the additional cost of mailing copies is the actual cost incurred by the association but not less than \$3.00 and is the responsibility of the requestor. Mailings will be made using United States Postal Service First Class mail and be limited to mailing addresses within the United States.

**D. Emailing and Fax Fees.** If a requestor requests that copies of the records be emailed or faxed, there is no additional charge for the association to send them by email or fax; however, emailing or faxing is limited to letter or legal-size records totaling 10 pages or less. Copies of records will be emailed only to the requestor's email address specified on the *Request to Inspect Association Records* form and copies of records will be faxed only to telephone numbers having United States area codes. Copies of records will not be sent by text messaging.

**E. Payment Required.** Payment to the association must be made prior to or at the time of copying and before release of copies to the requestor.

**F. Self-service Copying Option.** In lieu of the association providing copies and charging copying fees, a requestor may make copies using a requestor-supplied scanner, smartphone, tablet, handheld camera or similar device provided that such device is fully portable, i.e., easily carried by one person, does not require any association wiring or other connections except to a standard electrical receptacle, and the use of such portable device is not disruptive to association operations or residents. The association may restrict or prohibit use of such devices if special handling of the documents is required or if such use may pose a risk of damage to the documents or the condominium. The clerical support charge for persons utilizing the self-service option is \$6.50, regardless of the number of pages copied.

**7. Preserving Integrity of Association Records**

**A. Record Alteration, Defacement or Destruction Prohibited.** No requestor may write upon, notate, highlight, mar, fold, tear, deface or otherwise alter or destroy any association record, and if such record is provided in a folder or binder, the requestor may not change the sequence in which it was placed in the folder or binder.

**B. Record Removal Prohibited.** A requestor may not remove or cause to be removed any association record from the room in the condominium where the inspection or copying is authorized to take place.

**C. Association Assistance.** The association manager will assign one person to assist in the inspection, and all requests for further assistance or copying during an inspection must be directed to that person. In order to preserve the custody or integrity of the records, the association may require that the inspection take place in the presence of an association representative.

**8. No Interference with Association Operations.** All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and may not disrupt or interfere with staff functions or operations of the association.

**9. Compliance with Policy Required.** The association manager or the manager's designee shall suspend an inspection or copying if the requestor violates or refuses to comply with the provisions of this policy. If an inspection or copying is suspended, the requestor shall immediately leave the room where the inspection or copying was authorized to take place.

**10. Policy Subject to Change.** This policy supersedes any previous record inspection or copying policies approved or implemented by the board, and the board, at its sole discretion, reserves its right to expand, repeal, update or modify this policy from time to time.

Adopted by the Board of Directors on May 10, 2019.

Effective Date: May 13, 2019

Board Policy on Requests to Inspect and Copy Association Records, Chapter 10.2

board policy on requests to review association records (adopted 05-10-2019).docx (05/15/2019)

**Request to Inspect or Copy  
Official Association Records**

**I. Requestor Information**

Unit Owner's/Tenant's Full Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Owner's/Tenant's email address: \_\_\_\_\_

Requestor's Full Name: \_\_\_\_\_

Requestor is: ☐ Owner of a residential unit ☐ Owner's authorized representative ☐ Tenant

*(Note: Tenant access to official Association records is limited under the Florida Condominium Act (FCA).)*

Requestor's Mailing Address: \_\_\_\_\_

Cell/Home Tel #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**II. Association Records Requested for Inspection/Copying (List each record. For multiple records, list date range)**

|          |  |                      |
|----------|--|----------------------|
| 1. _____ | <input type="checkbox"/> Inspect? <input type="checkbox"/> Copy? | Date Provided: _____ |
| 2. _____ | <input type="checkbox"/> Inspect? <input type="checkbox"/> Copy? | Date Provided: _____ |
| 3. _____ | <input type="checkbox"/> Inspect? <input type="checkbox"/> Copy? | Date Provided: _____ |
| 4. _____ | <input type="checkbox"/> Inspect? <input type="checkbox"/> Copy? | Date Provided: _____ |
| 5. _____ | <input type="checkbox"/> Inspect? <input type="checkbox"/> Copy? | Date Provided: _____ |
| 6. _____ | <input type="checkbox"/> Inspect? <input type="checkbox"/> Copy? | Date Provided: _____ |

**III. Copying Costs**

If the total cost to provide requested copies will exceed **\$25**, do you want to be contacted for *Authorization to Proceed* **before** copies are made & provided to you? ☐ No ☐ Yes, contact me by: ☐ Email ☐ Phone ☐ U.S. Mail

**IV. Appointment to Inspect/Copy Records**

A Requestor must arrange a time with the Association Manager to inspect/copy the records at the Association offices. **List preferred weekday date: \_\_\_\_\_ (date) ☐ AM ☐ PM.** *Note that this is not the appointment date but only to assist the Association Manager in preparing the record(s) in a timely manner. The FCA allows up to 10 working days to provide requested records.* A requestor may voluntarily extend the deadline if in writing to the Association Manager. Once request has been submitted, contact Association Manager at [tennysonmanager@gmail.com](mailto:tennysonmanager@gmail.com) (email) for an appointment.

**V. Acknowledgement/Representations**

"I, hereby, make written request to inspect or copy the above-noted official records of the Association pursuant to s. 718.111(12), F.S. I acknowledge that I have carefully read, am familiar with and agree to abide by the Association's *Board Policy on Requests to Inspect and Copy Association Records*."

Signed: \_\_\_\_\_ (Requestor) Date: \_\_\_\_\_

Signed: \_\_\_\_\_ (Owner/Tenant) Date: \_\_\_\_\_



# THE TENNYSON OWNERS' ASSOCIATION, INC.

## CONDOMINIUM BOARD CERTIFICATION FORM

I, \_\_\_\_\_ (*print name of board member*) HEREBY CERTIFY that I have read the Association's Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations, and its current written policies and will work to uphold such documents and policies to the best of my ability and that I will faithfully discharge my fiduciary responsibility to the Association's members.

THE TENNYSON OWNERS' ASSOCIATION, INC. (*name of association*)

Date of Election or Appointment: \_\_\_\_\_

Signed: \_\_\_\_\_ (*signature of board member*)

Date: \_\_\_\_\_

### IMPORTANT

This form must be completed by the board member and submitted to the Association, c/o Association Manager within ninety (90) days after being elected or appointed to the Board of Directors. Alternatively, a board member may submit a Certificate of Satisfactory Completion of an educational curriculum administered by a Division-approved condominium education provider. See §718.112(2)(d)4.b of Chapter 718, Florida Statutes.

### Office Use Only

Date Rec'd by Association: \_\_\_\_\_

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

**Budget Committee**

**Committee Responsibilities**

The Association's Bylaws, Paragraph 32 require the President to appoint a standing budget committee. The primary purpose of the Budget Committee is to advise and assist the Board of Directors in developing and administering a budget and managing the financial assets for the Tennyson Owners' Association, Inc.

In fulfilling its responsibilities, the Budget Committee performs the following functions in addition to any other budget-related functions that may be assigned to it by the Board of Directors:

Prepare an annual budget that balances projected income and expenses for the following year, for timely consideration and adoption by the Board of Directors at the annual meeting of the Association;

Receive, review and analyze monthly and other periodic financial statements and reports prepared by the Association Manager and make recommendations to the Board of Directors and the Board Treasurer;

Advise the Board of Directors on short-term and long-term investments of Association funds, consistent with the governing documents;

Assist the Board of Directors in selecting a qualified Auditor, review the annual financial audit report and assist in implementing the Auditor's financial and management recommendations;

The committee assists the Board of Directors in making available and explaining the annual budget and financial reports to the members of the Association.

**Committee Membership**

**Size:** 3; Quorum is 2

**Qualifications:** Member in Good Standing of the Tennyson Owner's Association, Inc.  
Familiarity with budget preparation and oversight and financial reporting is beneficial

The Board Treasurer and the Board President serve as members in an ex officio capacity

**Appointing Authority:** President, Board of Directors

**Chair:** Treasurer, Board of Directors

**Term:** Two members serve in ex officio capacity and the appointed member serves a term of 1 year. The appointed member may be reappointed to successive terms

**Committee Meetings**

No less than 2 times per year, convened at the call of the chair or a majority of the committee  
Meeting held in the Tennyson Board Room, unless otherwise stated in meeting notice

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

**Covenants and Fines Committee**

**Committee Responsibilities**

The primary purpose of the Covenants and Fines Committee is to advise and assist the Board of Directors in monitoring and enforcing compliance by unit owners and tenants with the provisions of the Tennyson's Governing Documents including rules, regulations and policies adopted by the Board of Directors.

In fulfilling its responsibilities, the Covenants and Fines Committee performs the following functions in addition to any other compliance-related functions that may be assigned to it by the Board of Directors:

Develop and recommend to the Board of Directors an enforcement policy designed to discourage violations by unit owners and tenants and a schedule of fines for violations;

Develop, maintain and make available a condominium owner's handbook and other informational materials that explain in a lay person's terms the condominium covenants, requirements, privileges and limitations established by the Governing Documents including the rules, regulations and policies adopted by the Board of Directors and those compliance procedures and protocols adopted by the Board of Directors;

Receive, review and track notices of violations issued by the Association Manager on behalf of the Board of Directors; and

Monitor compliance with and enforce the provisions of the Governing Documents;

The Covenants and Fines Committee acts as a Fines committee as provided in the Florida Condominium Act to hear and decide appeals of fines assessed by the Board of Directors and impose fines for violations of the governing documents, after notice to the owner or tenant and in accordance with procedures set out in the Florida Condominium Act.

**Committee Membership**

**Size:** 5; Quorum is 3

**Qualifications:** Member in Good Standing of the Tennyson Owner's Association, Inc.  
Familiarity with Tennyson Governing Documents  
Familiarity with condominium law or rules is beneficial  
Experience in compliance monitoring and rule interpretation is beneficial  
History of substantial compliance with Tennyson Governing Documents  
Commitment to fair and consistent application of rules and other requirements  
and compliance with governing documents

No member of the Board of Directors may serve as a member of the Covenants and Fines Committee, pursuant to the Florida Condominium Act.

**Appointing Authority:** President, Board of Directors

**Chair:** Appointed by President, Board of Directors

**Term:** Serves a term of 1 year. Members may be reappointed to successive terms

**Committee Meetings**

No less than 4 times per year, convened at the call of the chair or a majority of the committee  
Meeting held in the Tennyson Board Room, unless otherwise stated in meeting notice

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

**Facilities Committee**

**Committee Responsibilities**

The primary purpose of the Facilities Committee is to advise and assist the Board of Directors in developing and administering a plan for facility improvement, care and maintenance and overseeing the physical assets for the Tennyson Owners' Association, Inc.

In fulfilling its responsibilities, the Facilities Committee performs the following functions in addition to any other facility-related functions that may be assigned to it by the Board of Directors:

Develop and oversee implementation of a multi-year plan for the improvement, repair and maintenance of *The Tennyson*;

Review operational and capital budgets for facility operations, maintenance, major repairs, renovations, project design and new construction;

Make recommendations to the Board of Directors and the Budget Committee on facility budget allocations to ensure resources are adequate and appropriately allocated to maintain *The Tennyson* in first-rate condition and functioning, aesthetically pleasing appearance and in compliance with all applicable building codes and Tennyson standards;

Review and regularly oversee the status of repairs, maintenance activities, renovations, and new construction authorized by the Board of Directors to ensure they are carried out in a cost-effective and timely manner, within available resources and in accordance with plan and other applicable specifications.

Assist the Board of Directors and retained consultants in the design or modification of features and physical amenities;

Advise the Board of Directors in selecting and consulting with qualified contractors, architectural/engineering firms and consultants hired to conduct architectural and engineering studies, develop specifications and designs and carry out facility projects;

Receive, review and decide on applications from owners for alterations to units or common elements, including authority to grant approval as may be conditioned or limited by the committee; and

Establish performance standards and specifications for alterations, subject to review and approval by the Board of Directors.

The Facilities Committee sits as an architectural review committee to review and decide applications for unit alterations.

The committee assists the Board of Directors in making available and explaining the approved facility plan and projects to the members of the Association.

**Committee Membership**

**Size:** 5; Quorum is 3

**Qualifications:** Member in Good Standing of the Tennyson Owner's Association, Inc.  
Familiarity with Tennyson Governing Documents  
Knowledge or experience in facilities management, oversight or construction is beneficial

The Board President serves as a member in an ex officio capacity

**Appointing Authority:** President, Board of Directors

**Chair:** Appointed by the President, Board of Directors

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

**Term:** One member serves in ex officio capacity and 4 members serve a term of 1 year. Members may be reappointed to successive terms

**Committee Meetings**

No less than quarterly, convened at the call of the chair or a majority of the committee  
Meeting held in the Tennyson Board Room, unless otherwise stated in meeting notice

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

**Legal Committee**

**Committee Responsibilities**

The primary purpose of the Legal Committee is to be a legal resource to the Board on matters involving interpretation of governing documents, legal requirements and contracts. The committee is advisory in nature, is not legal counsel to the Board of Directors or the Association in any legal or administrative proceeding and may not initiate any legal action on behalf of the Association or its Board of Directors.

In fulfilling its responsibilities, the Legal Committee performs the following functions in addition to any other legally-related functions that may be assigned to it by the Board of Directors:

Assist the Board of Director's attorney and the Association Manager in preliminary work relating to nonpayment of assessments, violations of Association's rules and regulations, liens and foreclosures.

If authorized by the Board of Directors, act as liaison to the Board's attorney on matters involving litigation; and

Assist the Board of Directors and the Association Manager in the review of vendor contracts and insurance policies and in filing insurance claims.

**Committee Membership**

**Size:** 3; Quorum is 2

**Qualifications:** Member in Good Standing of the Tennyson Owner's Association, Inc.  
Familiarity with Tennyson Governing Documents and condominium law or rules

The Board President serves as a member in an ex officio capacity

**Appointing Authority:** President, Board of Directors

**Chair:** Appointed by the President, Board of Directors

**Term:** One member serves in ex officio capacity and the 2 members serve a term of 1 year. Appointed members may be reappointed to successive terms

**Committee Meetings**

No less than 2 times per year, convened at the call of the chair or a majority of the committee  
Meeting held in the Tennyson Board Room, unless otherwise stated in meeting notice

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

**Social Committee**

**Committee Responsibilities**

The primary purpose of the Social Committee is to encourage and foster a cohesive condominium community by organizing and carrying out interesting, enjoyable and inclusive social events and gatherings for unit owners and tenants ("residents"). The Social Committee affords residents with Board-sponsored opportunities to meet and socialize with their neighbors in informal settings and, perhaps, form new friendships and associations. By offering social events and activities, the Social Committee can also enhance condominium property values and entice potential buyers whereby the Tennyson is seen as encouraging an active and friendly social community.

In fulfilling its responsibilities, the Social Committee performs the following functions in addition to any other social-related functions and activities that may be assigned to it by the Board of Directors:

1. Propose, plan and organize social events and activities for the upcoming year with an emphasis on holding social events periodically during the year, for consideration and approval by the Board of Directors, including organizing an annual social event to be held in conjunction with the Annual Meeting of the Association
2. Prepare an annual social activities budget for approval by the Board of Directors that includes estimated costs for proposed events and activities. Association funds may be used only for events that are open to all residents. They may not be used for small group, private or exclusive events. Acceptance of In-kind contributions by residents is permissible. Private cash contributions and other non-Association funds for social events and activities may be accepted if authorized by the Board of Directors
3. Report to the Board of Directors or its designee on planned events, for announcement and invitation to residents
4. Host and oversee planned events and activities, work at the direction of the Board of Directors or its designee, and recruit other residents to assist the committee at the events
5. Periodically report to the Board on participation levels and success of events that have been held

**Committee Membership**

**Size:** 3-5; Quorum being a majority of the appointed membership

**Qualifications:** Member in Good Standing of the Tennyson Owner's Association, Inc. or a tenant in Good Standing

Familiarity with or interest in planning and carrying out social activities for the benefit of the Association Members and tenants

The Board President serves as a member in an ex officio capacity

**Appointing Authority:** President, Board of Directors

**Chair:** Appointed by the President, Board of Directors

**Term:** One-year appointment, and member may be reappointed to successive terms

**Committee Meetings**

No less than 2 times per year, convened at the call of the chair or a majority of the committee

Meetings held in the Tennyson Board Room, unless otherwise stated in meeting notice. All meetings are open to Association Members and tenants

**The Tennyson Owners' Association, Inc.**  
**Standing Committees**

Adopted by the Board of Directors at its meeting held on November 3, 2017

Effective Date: March 9, 2017

Revised Effective: November 3, 2017

Board Administration, Chapter 11.2 Committees

tennyson standing committees (adopted 11-03-2017).docx (03/22/2018)



**CUSTOMARY ORDER OF BUSINESS FOR  
REGULAR MEETING OF BOARD OF DIRECTORS**

- I. Call to Order (*Presiding Officer*)**
- II. Quorum Call of Directors**
- III. Proof of Meeting Notice**
- IV. Reading & Disposition of Minutes of Previous Meeting**
- V. Comments by Association Members on Agenda Items**
- VI. Financial Report (*Treasurer or Association Manager*)**
- VII. Report of Association Manager (*Association Manager*)**
- VIII. Reports of Committees (*Committee Chairs*)**
- IX. Unfinished Business**
- X. New Business**
- XI. Announcements**
- XII. Adjournment**

## **Board of Directors For 2020**

### **Members and Officers**

|                       |  |
|-----------------------|--|
| <b>President</b>      | Bill Crona ( <i>term exp. 12/2020</i> )                  |
| <b>Vice President</b> | David Boulter ( <i>term exp. 12/2021</i> )               |
| <b>Treasurer</b>      | Ernest Capozzoli ( <i>term exp. 12/2021</i> )            |
| <b>Secretary</b>      | Lisa O'Steen ( <i>term exp. 12/2021</i> )                |
| <b>Member</b>         | Melanie Salsgiver ( <i>filling unexp. term 12/2021</i> ) |

### **Association Management Firm**

Total Professional Association Management

P.O. Box 12412, Tallahassee, FL 32317

Office Tel: (850) 583-1173

### **Association Manager**

Mary Jackson, CAM

Concierge Desk: (850) 524-5292

Direct: (850) 347-5579

Email: [mary.jackson@tpam.biz](mailto:mary.jackson@tpam.biz)  
[tennysonmanager@gmail.com](mailto:tennysonmanager@gmail.com)

## Board of Directors

### 2020 Tentative Regular Meeting Schedule

*(subject to change)*

| Meeting Date              | Meeting Time  |
|---------------------------|---|
| Fri, January 17, 2020     | 4:00 PM   |
| Thu, February 27, 2020    | 2:00 PM (closed) & 3:00 PM  |
| March 2020 – no meeting   |   |
| Fri, April 10, 2020       | 4:00 PM   |
| Fri, May 22, 2020         | 4:00 PM   |
| Fri, June 26, 2020        | 4:00 PM   |
| July 2020 – no meeting    |   |
| Fri, August 14, 2020      | 4:00 PM   |
| Fri, September 25, 2020   | 4:00 PM   |
| October 2020 – no meeting |   |
| Fri, November 6, 2020     | 2:00 PM (Incl. potential 2021 budget review)                          |
| Mon, December 14, 2020    | <b>ANNUAL MEMBERSHIP MEETING</b><br>5:30 PM <i>(No Board meeting)</i> |
| Tue, December 15, 2020    | 10:00 AM <i>(organizational meeting)</i>                              |
| Special Board meetings    | <i>Scheduled as needed</i>  |

**Meeting Location:** Unless otherwise specified in the meeting notice or by law, all meetings of the Board of Directors will be held in the Tennyson Board Room and are open to all members of the Tennyson Owners’ Association, Inc. With prior notice, a board member may fully participate in a meeting by teleconference call and is counted for all purposes including determination of a quorum.

**Meeting Notices:** Unless otherwise specified by the governing documents, notices of all regular Board meetings will be posted in the elevators at least 48 hours prior to the meeting. Association members may request to receive notices of board meetings by email by making timely written request to the Association Manager.

# *The Tennyson, A Condominium*

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 \$595 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 1<sup>st</sup> day of each month. To avoid a late payment fee, and interest on unpaid balances, the Association must receive payment by the 10<sup>th</sup> 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](mailto:tennysonmanager@gmail.com) or [mary.jackson@tpam.biz](mailto: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 December 20, 2019.***

