



STRATHMORE GATE WEST RULES AND REGULATIONS

Revision 5, Date 10/05/2019

ABSTRACT

Strathmore Gate West is a planned community. To keep harmony in a planned community a set of Rules and Regulations exist that all residents are expected to follow. This document explains these Rules and Regulations and helps residents gain an understanding of what is expected of them.

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REVISION HISTORY

Revision Number	Date Revised	Comments
Revision 1	05/15/1985	Initial Release
Revision 2	01/01/2006	Unidentified
Revision 3	05/15/2008	Unidentified
Revision 4	06/30/2018	New: Sale of Unit – Leasing restriction Motorcycle to operate in quiet mode. Added a Table of Contents, Appendix, and Introduction. Other minor typographical, grammar and punctuation corrections.
Revision 5	10/05/2019	Remove Nominations from the floor (see page 15)

DEFINITIONS

SGW	Strathmore Gate West
CC&Rs	Declaration of Covenants, Conditions and Restrictions
BOD	Board of Directors of Strathmore Gate West
Resident	The person(s) who owns, occupies, or is renting (leasing) the Unit
Guest	A person or persons who comes to stay with a resident at least overnight. Overnight guests require a Visitor's Pass to be placed on the rear-view mirror of their car.
Visitor	A person or persons who stays in the Unit for less than a day and does not remain overnight.
Appendix	Is defined as the section at the end of a book that gives additional information on the topic explored in the contents of the text. An example of an appendix is pages at the end of a book containing other informational texts about the topic.
CEC	Covenants Enforcement Committee
ACC	Architectural Control Committee
RRC	Resale and Rental Committee

INTRODUCTION

The corporation name is **STRATHMORE GATE WEST HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 Indianhead Circle, Royal Palm Beach, Florida 33411, but meetings of members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors. These Rules and Regulations are in addition to and supplemental to all rules, regulations, obligations, and restrictions as set forth in all original documents on file in the Office of the Clerk of Palm Beach County.

The Rules and Regulations are considered part of the SGW Declaration of Covenants, Conditions and Restrictions (hereafter referred to as the CC&Rs). Other parts of the CC&R are a document titled "Declaration of Restrictions" and By Laws.,

The Association likely has wide discretion to adopt rules and regulations (provided they do not violate any state or federal law and do not conflict with the terms of the CC&Rs). This

document, the Rules and Regulations, as part of the Governing documents, sets the guidelines and restrictions to do what's best for the common good and value of the development regardless of whether all individual owners agree. The intent of this document is to provide residents with a lengthy and specific explanation of the community's "rules and regulations".

GENERAL RULES AND REGULATIONS

1. An owner is responsible for the actions of their tenant, guest and/or visitor, and will be financially liable for damages caused by their tenant, guest, or visitor and responsible to pay fines imposed for their violation(s) of the Association's Rules and Regulation as well as other stated restriction in the SGW Association's Governing documents.
2. If owner or member of his or her family or their lessees, seasonal renters, invitees, guests violates any of the provisions of the governing documents including these Rules and Regulations the Covenants Enforcement Committee (hereafter referred to as the CEC) shall have the authority to invoke and enforce the provisions of Article VII, Section 1 of the By-Laws (copy of which is found in Appendix B of this document) as well as all existing Florida Homeowner's statutes.
3. Owners are charged a maintenance assessment every year. The amount due must be paid, at a minimum, on a monthly basis. If the monthly payment is not received at the Community's Office by the 15th of each month a late charge will be added to the monthly amount due.
4. No resident shall permit use of his Unit, or make any use of the common elements, that will cause an increase in cost to the Association.
5. No immoral, improper, offensive or unlawful use shall be made of the Association's property, or any part of it.
6. Solicitations, distribution of notices, or materials by any person or group as well as charity for any purpose whatsoever, are prohibited in any part of the Strathmore Gate West property, unless specifically authorized in writing by the Association's Board of Directors
7. No owner or lessee shall be permitted to advertise any business activity in/on the Association property or operated or controlled by the owner or lessee and no trade or business shall be conducted, nor any commercial use made of any residential lot or home.
8. Flammable, combustible or explosive substances are not to be used or stored in any Unit, except normal household cleaning agents.

9. For your own and neighbor's comfort, noise shall be kept to a minimum. Volume of radio, television, pianos or other musical instruments, tape recorders, organs, etc., should be kept at a low level, especially between the hours of 11:00 PM and 9:00 AM.
10. The use of skate boards or mopeds is forbidden on the Strathmore Gate West property. Motorcycles shall be operated in a quiet mode until exiting the community property.
11. Bicycles and other personal property shall not be stored in public view as stated in Article 10, Section 1 of the Declarations of Restrictions (see Appendix C).
12. Any alterations to the Unit requiring changes or additions in electrical wiring, plumbing, construction, or related changes must first have prior written approval of the Association. This provision has been adopted primarily but not exclusively for reasons of safety regulations and building code requirements of which unit owners may not be aware.
- 13a. Hurricane shutters will be allowed according to specifications set by the Architectural Control Committee (hereafter referred to as the ACC) and with their consent. If the ACC has not been assigned the BOD retains the right to assume their duties. Shutters must be hung no sooner than 72 hours before a storm and removed 72 hours after the storm except for seasonal residents.
- 13b. Generators, prior to their installation, must have had approval obtained from the Association's Architectural Control Committee and comply with the Associations rules listed below:
 - a. All fuel for generators must be removed from the premises not later than 48 hours after power is restored to homeowner's unit.
 - b. Must comply with *all* ordinances set by the Village of Royal Palm Beach.
- 13c. The Village of Royal Palm Beach Council voted unanimously to put restraints on the use of emergency generator during power outages. According to the Village's new ordinance people with generators must:
 - a. Obtain a building permit from the Village before installing the generator.
 - b. Keep maximum sound level at 85 decibels or below. That sound level would be somewhere between a vacuum cleaner and a lawn mower.
 - c. Operate generators in 30-minute intervals between 10 AM and 5 PM only.
 - d. Operate generators only when a state of emergency has been declared by the Village.

MEDICAL EXCEPTIONS – Exceptions are permitted based on individual documented and approved conditions.

14. No foil weather aluminum, colored, plastic, paper or material coverings other than regular curtains, drapes shutters or vertical blinds shall be placed on, against or

adjacent to any window, doors or otherwise visible from the exterior of the building, unless it is of the solar or impact resistant reflective type.

15. Construction approval is necessary. No building, out-building, garage, fence, wall, retaining wall, or structure of any kind shall be erected, constructed, placed or maintained on the SGW Property, nor shall any alteration, addition, changing, repairing, remodeling, or adding to the exterior thereof, or to the landscaping (except for the privacy area) be made unless, prior to the commencement of any construction or other work, two complete plans including specifications illustrating front, side and rear elevations, include floor plans accompanied with two (2) plot plans indicating and fixing the exact location of such structures or altered structure on the Lot with reference(s) to the street and side lines first submitted in writing for approval then approved by, in writing by the Association' BOD.
16. The Board of Directors shall appoint an Architectural Control Committee (hereafter referred to as the ACC) for the purpose of reviewing proposed alterations, additions, etc. and making recommendations to the Board concerning the approval of the homeowners submitted specification.

The ACC shall also work with the BOD in developing architectural guidelines for the community to maintain a uniform appearance which will in turn enhance the property values.

Any and all landscaping changes approved by the ACC and done by the unit owner(s) must be maintained by unit owner(s) and **will not** be maintained by the company contracted by the Board to work as the Association's Landscaper.

17. Residents are responsible for the removal of all debris, construction materials, or replacement items used by either themselves or their contractors to an off-site disposal facility. These materials shall not be deposited into the court dumpsters.
18. Occupancy restrictions
 - a. For a two (2) bedroom unit residency shall consist of no more than four (4) persons.
 - b. For a three (3) bedroom unit residency shall consist of no more than six (6) persons.
 - c. In a corporate ownership the President of the corporation or the senior officer and his family shall be deemed to be the person or persons to occupy the premises and to designate in writing a voting representative. In the absence of a corporate resolution to the contrary, a certified copy of the said resolution shall be delivered to the Association before said occupancy.
19. No person may occupy a home when the owner/renter is not in attendance unless the owner/renter has given prior notice in writing of such occupancy to either the Office Manager or Manager of the Homeowner's Association.

20. Shaking of items from windows or patios is not permitted nor shall any articles be hung from the doors, windows, fences or enclosures, or placed upon the outside window sills of the Unit. No owner shall sweep, throw or eject, or permit same to be done from the doors or windows.
21. All garbage is to be deposited in the dumpsters provided in each Court. It is to be secured in a plastic bag before placed in the dumpsters. Every owner, resident, guest, etc. must comply with Federal and State recycle regulations. No plastic bags such as those from grocery or department stores are to be put into the general waste containers or recycle bins. Persons in violation will be subject to a fine.
22. Common grassed areas.
 - a. The use of the common grassed areas as a thoroughfare is prohibited.
 - b. No activity considered a nuisance, or a practice deemed as a source of annoyance, or one that interferes with the peaceful possession and proper use of the lots/units by the resident is permitted.
23. For security purposes all Unit owners are required to have their front post light and back light illuminated from dusk to dawn. Unit owners leaving for extended periods of time must not shut off circuit breakers or switches that control the back and front lights.
24. Owners leaving for extended periods of time must shut water valves to prevent possible flooding.
25. No additions, attachments or objects of any kind shall be affixed to the exterior stucco or wood walls of residences.
26. No additions or attachments, of any kind shall be placed on, or attached to, the privacy fences.
27. Residents who do not comply with above stated Rules #22 and #23 will be subject to action by the Code Enforcement Committee, possibly fined and held responsible for all repairs and replacement when required.

SWIMMING POOLS

1. Persons using the pool do so at their own risk.
2. State Law requires that all persons are to shower before entering the pool.
3. Daily pool hours are from 8:00 AM to dusk.
4. No person under twelve (12) years of age shall be allowed in pool area without an accompanying adult.

5. All owners, guests, residents, visitors, and tenants must abide by the rules pertaining to the use of the pool and its surrounding areas as set forth by the BOD. All users should exercise good judgement, common sense, and civility and respect for the rights of all owners and residents when visiting or using the pools.
6. Pets are not permitted in the pool area.
7. All persons using the pool must wear proper swimming attire. Cut-offs are not permitted.
8. Adults and children in bathing attire are required to wear over garments and footwear in the clubhouse. No one is allowed to enter the recreation building in a bathing suit except through the rear door for use of restrooms.
9. Persons using suntan oils will not be allowed to enter the pool until showering.
10. Floats, rafts, water guns, and other flotation devices, with the exception of noodles, and foreign objects such as toys are not permitted in the pool and pool area. Young children are permitted to use water wings or small tubes. Ball playing in the pool or on the pool deck is not permitted.
11. Radio, cassette players, etc. can only be used in the pool areas if user is wearing ear buds or a headset.
12. Running, skating and bicycle riding is not permitted on the pool deck.
13. Glassware is not permitted anywhere in the pool area at any time. No food or beverage is permitted within 3 feet of the pool deck, with the exception of plastic water bottles.
14. Litter must be deposited in trash containers found around the pool area and under no circumstances may trash be thrown in the pool.
15. Persons using the pool chairs or lounges must first cover them with a full-length towel.
16. Pool-deck furniture must not be removed from the pool area. Chairs and lounges may not be reserved by placing personal items upon them.
17. When not in use all umbrellas should be left in a closed position.
18. No one is permitted to use water rescue equipment except in the case of an emergency.
19. Small children wearing appropriate water proof apparel are permitted in the pool.

20. Diving or jumping into the pool is not permitted.

VEHICLE REGULATIONS

1. Each occupant shall park their car head-in only in their assigned parking space. Head-in parking is mandatory by all occupants or visitors anywhere in the Community.
2. Vehicle types.
 - a. No Recreational vehicle, boat, boat trailer, camper, truck, motorcycle, moped, van (except handicapped), business vehicle, or similar type wheeled non-auto vehicle shall be parked overnight on any portion of the SGW properties.
 - b. Any vehicle that has passenger seating and windows on the side is considered to be a minivan.
3. Repair of vehicles is not permitted on the premises except in the event of an emergency. Maintenance other than car washing is not permitted.
4. Unregistered vehicles or illegally parked vehicles will be towed from the Homeowner's or Association's property at owner's expense.
5. The speed limit for operation and propelling of any vehicle on any and all streets, courts, in, on or about the development shall be fifteen (15) miles per hour.
6. Parking permits.
 - a. Identification stickers must be displayed on all vehicles owned by residents and homeowners. The sticker is to be placed on the left side of the rear bumper.
 - b. Visitors need a temporary parking permit for visits that exceed 24 hours. Visitors parking permits are to be placed on rear view mirror.
7. Mini-vans (see requirement listed in item 2b), must be parked in the parking space assigned by the property or manager.
8. No vehicles to be parked in the Clubhouse parking lot overnight.
9. Clubhouse Handicapped Spaces: These spaces should not be used if the resident is away on a day trip. Please use a regular parking space which will, therefore, allow a handicapped resident use of the handicap space throughout the day.
10. Entrance to clubhouse and all courts are one way only. This measure has been taken, for safety reasons.

CLUBHOUSE USE – GUIDELINES AND RULES

1. Clubhouse will be open from 8:00 AM to 11:00 PM

2. No food or drink permitted in clubhouse, other than at social committee functions.
3. No smoking anywhere in clubhouse building.
4. No tables are to be reserved.
5. All guests (other than family) must be accompanied by a resident.
6. No one is permitted into clubhouse or Association office without proper attire (top covering, pants, shorts, skirts, foot covering) except to use bathroom from rear door entry from pool.

EXERCISE ROOM – GUIDELINES AND RULES

1. Persons under the age of 16 are not permitted to use exercise equipment.—All visitors must be accompanied by a resident.
2. Persons using any exercise equipment must first sign in the Association disclaimer.
3. Exercise equipment is to wiped-down after use.
4. No smoking, drinks or food permitted
5. All lights are to be turned off when leaving.

SHUFFLEBOARD

1. Shuffleboard equipment must be put away at end of play.

BULLETIN BOARDS

1. The Homeowner's Association manager shall review and approve all postings.
 - a. All postings must be cleared through the Association Office.
 - b. The manager or their appointee shall date and initial all postings before they are posted.
 - c. The manager or designated appointee shall remove the postings upon its expiration date not to exceed 20 days.
2. Commercial announcements and advertisements are prohibited.
3. Political announcements and communications are prohibited.
4. SGW unit owner announcements and advertisements are allowed, only on the clubhouse bulletin board.
5. All other notices must be:

- a. On 3 x 5 cards
 - b. Dated
 - c. List unit owner's name and telephone number
 - d. Postings will be allowed for twenty (20) days
6. All unauthorized postings will be removed by the manager or his/her appointee.

PETS

1. Pets are not allowed to reside on the property with owner or renters without prior written approval of the Association. Only one (1) outdoor pet per household.
2. Each pet must be identified and registered in writing at the Homeowner's Association office. Proof of rabies shots must also be presented.
3. The owner or renter of a unit shall indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of any incident involving owners, renters, or their guest's animals or any animals on Association property.
4. Dogs must be on leash and under control at all times and are not permitted in the Clubhouse.
5. Walking pets in perimeter of courts and around the clubhouse is not permitted. They are permitted in natural areas and areas off the premises. Any dog, when full grown must not weight in excess of twenty (20) pounds.
6. Owners of pets are required, for sanitary purposes, to clean up pet's waste immediately.
7. No feeding of any stray animals is permitted.
8. Any persons not picking up waste from their pet will be fined and liable for payment.

IRREVOCABLE RIGHTS

1. The Association has the irrevocable right of access to each unit during reasonable hours, for maintenance repair(s) or replacement of any common elements; or for, the purpose of emergency repairs to prevent damage and/or repair damage to the common elements or to another unit or units.
2. Notwithstanding Association's right to access during reasonable hours as set forth in the preceding rule, in case of an emergency originating in or threatening any unit regardless of whether the unit owner is present at the time of such emergency, the Association or any person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of

- entry shall be immediate. If an owner or his lessee was responsible for the repair thus made, the cost thereof shall be assessed against such owner.
3. If the Association office is required to make a forcible entry, the necessary cost of repairs to the door, etc. shall be borne by the unit owner. The Association will be responsible for securing the unit in the absence of the unit owner.
 4. A key must be made available and notification of its' location must be left with the Association Office.

LEASING, RENTING AND RESALE

1. Renting Units.
 - a. Sale of unit - after purchasing a Unit, the owner is not permitted to enter into a yearly lease with a tenant for a minimum of fifteen (15) months after the purchase date of the Units.
 - b. Owner seasonal renting – owner may lease or rent their unit one (1) time for a minimum of three (3) months in any consecutive twelve (12) month period. Subleasing of unit is not permitted.
 - c. Copies of all leases or rental agreements shall be filed in the Association's Office.
2. Unit owners shall give renters or lessees a copy of the Association's Rules and Regulations. Buyers or potential buyers are to obtain a copy of the Rules and Regulations from the Association Office.
3. All buyers of resales, lessees and renters are to appear before the Resale and Rental Committee (hereafter referred to as RRC).
4. At least one (1) resident of each home must be at least fifty-five (55) years of age. Children under sixteen (16) are not permitted as a permanent resident.
5. For rental or lease of a two (2) bedroom house, residency shall be limited to not more than four (4) persons.
6. For rental or lease of a three (3) bedroom house, residency shall be limited to no more than six (6) persons.
7. A unit owner shall deliver to the BOD or the RRC all requested information or completed forms provided by the BOD, and such information as the BOD may require concerning the proposed lessee, tenant or buyer together with a nonrefundable processing fee of one hundred twenty-five dollars (\$125.00). The BOD or RRC shall have fifteen (15) business days thereafter to approve or disapprove the proposed Lessee, Renter or Buyer. If the Board or RRC fails to act within the fifteen (15) business approval is automatic.

8. Upon approval of the proposed Lease or Rental Agreement, the Lessor or Renter shall, at least ten (10) days prior to the effective date of said Lease, deposit with the Association a security deposit in the amount of One Hundred Fifty dollars (\$150.00). Said deposit shall be for the purpose of guaranteeing compliance by the Tenant or Lessee, during the term of the Lease or Rental, with all the rules, regulations and orders of the Association with respect to the use and occupancy of the unit by the Tenant or Lessee and the use and care of all Common Elements belonging to the Association used by the Tenant or Lessee or their invited visitor and/or guests. The security deposit shall be applied toward any loss and/or damage sustained by the Tenant or Lessee as a result of their failure to comply with such Rules, Regulations or other SGW governing documents or state and local statutes. Any determination by the BOD with respect to such loss and/or damage shall be final.
9. If no determination of loss and/or damage is made within fifteen (15) business days after the premises are vacated by the Tenant or Lessee, the full security deposit shall be refunded by check without interest.
10. In the event that the total amount of losses and/or damages exceed the amount of the security deposit, such excess charges shall be the responsibility of the Unit Owner and will be billed to the Unit Owner.
11. Leasing, Renting and Resales are to comply with the Fair Housing Amendment in or Documents Page 3, Section 3 – Adult Community.

ENFORCEMENT OF RULES

1. The BOD shall appoint a Covenants Enforcement Committee (hereinafter referred to as the CEC), consisting of a minimum of three (3) members, none of whom shall be Officers, Directors, Employee, Spouses, or blood relative of the Board. The Board, upon receiving notification of an alleged violation, will meet at a duly posted meeting to consider the alleged violation(s) and pass the violation(s) onto the CEC. The CEC is empowered to consider both imposing fines and/or suspensions. The CEC will meet, discuss the matter, then make a decision on whether to levy fines or impose a suspension of rights.

The CEC shall provide written notice to the person or persons alleged to be in violation, and, in the case of a tenant, also notify the Lot/Unit owner. The written notice is to explain the specific nature of the alleged violation(s) as well as stating the opportunity for a hearing before the CEC. The hearing, upon request must be made within fourteen (14) days following their receipt of the hearing notice.

The CEC may suspend, for a reasonable period of time, the rights of an owner, owner's tenants, guests, or invitees, to use common areas and facilities, and may levy reasonable fines, not to exceed One Hundred dollars (\$100.00) per violations against any owner, owner's tenants, guests, or invitees. A fine may be levied on the basis of each day of the continuing violation, with a single notice of an opportunity for a

- hearing. No such fine shall exceed One Thousand (\$1,000.00) dollars in the aggregate. The maximum number of fines shall be automatically modified to coincide with applicable Statute. When the Statute is amended. Majority vote of the committee shall rule as to fines imposed for a violation or imposing a suspension of rights. The ruling by the CEC must be reported to the BOD for recording and maintaining records of fines and/or suspension and the collection of fines.
2. If a timely hearing is requested, the CEC shall hold same, and shall hear any defense to the charges, including any witnesses to the alleged violation that the Lot Owner or the CEC may produce. Any party has the right to bring counsel.
 3. If the alleged violator waives the right to a hearing and/or fails to notify the CEC within a fourteen (14) day period, the CEC shall meet to determine whether there is sufficient evidence of a violation and may levy a fine and/or suspension. Fines by the CEC do not apply to late charges, failure to pay maintenance fees or failure to pay assessments. Voting rights may not be suspended as a result of being found guilty of these types of violations.
 4. The Association can no longer assess a lien for fines set by the CEC. The Association can take legal action to order conduct, and where governing documents authorize same, the rights of member, member's tenants, guests or invitees to use the common areas and facilities may and can be suspended.
 5. Failure on any occasion to enforce any of the foregoing provisions or prohibitions shall not serve to bar any subsequent enforcement. In any events, the BOD shall have the right to order the strict enforcement of all Documents, on or after a fixed date, notwithstanding any widespread violation of any documents in the past.
 6. Remedies shall be cumulative, and nothing herein shall be construed as a prohibition of, or a limitation on the rights of the Board of Directors to pursue other means to enforce the provisions of the various Homeowners and Association documents; including but not limited to legal action for damages and/or injunctive relief.

EXPENDITURE LIMITS

1. Caps Expenditure.
 - a. To be set at \$2,000.00 for Maintenance and Landscape Committee proposed expenditures above the cap must be presented to and voted upon by the BOD.
 - b. The BOD must, whenever plausible get three (3) bids from contractors for work approved by the BOD to be done. Sometimes, it is not possible to get three (3) bids then the BOD must show (in writing) that the effort has been made to get three (3) bids.

GENERAL PROVISION PERTAINING TO DIRECTORS AND ELECTIONS

1. Any member of the BOD may be recalled and removed from office in the manner prescribed in Section 720.303 (10), Florida Statutes, as the same, maybe amended from time to time.
2. Any Director present at meeting of the BOD who does not vote against or abstains from a resolution is deemed to have assented to the action taken by the BOD, in other words their vote counts as a 'Yes' vote.

APPENDIX A

Referenced Websites

Florida Statutes

<http://www.flsenate.gov/Laws/Statutes>

Royal Palm Beach Permits

<https://click2gov.royalpalmbeach.com/Click2GovBP/index.html>

Palm Beach County Appraisers Office

<http://www.co.palm-beach.fl.us/PAPA/index.htm>

Palm Beach County Records Search

<https://www.mypalmbeachclerk.com/officialrecords/search.aspx>

Fair Housing Amendment

<https://www.thespruce.com/florida-fair-housing-law-protected-classes-155926>

or Federal Law

<https://www.hud.gov/states/florida/homeownership/fairhsg>

APPENDIX B

BY LAWS, ARTICLE VII, SECTION 1

Powers and Duties of the Board of Directors

Section 1. Powers: *The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:*

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties and/or fines for the infraction thereof;*
- (b) Suspend the voting rights and right to use of the Common Area of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;*
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;*
- (d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;*
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and functions of the Association and/or its Officers; and*
- (f) Adopt and publish rules regarding leasing of dwellings on the Lots. Until otherwise stated, the following shall be adopted:
 - (1) The Lease must be written, for the entire dwelling and not just a portion thereof;*
 - (2) The Lease must require the Lessee to abide by the terms of the Declaration and these By-Laws.**
- (g) Fines: Section 617.305 Florida Statutes sets forth the enforcement options available to a Homeowners Association. The provisions of said Statute, as same may be amended from time to time, are hereby incorporated by reference into these By-Laws. The Association is specifically granted the authority to impose suspensions and levy fines. No fine may exceed the maximum amount permitted by the applicable Statute, as same may be amended from time to time. No fine or suspension shall be levied except in accordance with the procedural requirements set forth in the applicable Statute, as same may be amended from time to time. The Board of Directors is hereby authorized to adopt and amend, as necessary, Rules and Regulations implementing these provisions consistent with the applicable Statute. All remedies of the Association shall be cumulative*

APPENDIX C

Declaration of Restrictions Article X Prohibited Uses

***Section 1:** All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for depositing his garbage and trash in a dumpster located in a designated trash area. Each owner must comply with State recycling regulations.*