## **RULES AND REGULATIONS**

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#### I. PURPOSE

The purpose of these Rules & Regulations is to promote the comfort, welfare, and safety of the leaseholders and renters of Sawmill Resort (herein called the "Community", "Resort", or "Park") and to improve and maintain the appearance, reputation, and financial stability of the Park.

These rules have been established by the Board of Sawmill Resort Homeowners Association, Inc. (hereinafter called the Corporation), owner of the Community, and these rules may be changed from time to time to achieve this purpose or another purpose.

## II. DEFINITIONS

- 1. Corporation "Corporation" means Sawmill Resort Homeowners Association, Inc. the owner of the Park and Landlord to both Leaseholders and renters.
- 2. Home "Home" means any mobile home, park model, park trailer, or recreational vehicle domiciled on a lot within the Park.
- 3. Leaseholder "Leaseholder", "Member" or "Shareholder" shall be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and Bylaws of the Corporation.
- 4. Renter "Renter" means an owner or occupant of a home in the Park who is not a Leaseholder or co-occupant of a home owned by a Leaseholder.
- 5. Resident "Resident" means a Leaseholder (and the co-occupant of the Leaseholder) or Renter.
- 6. Board "Board" means the Board of the Corporation, BOD, or Board of Directors.
- 7. Lot "Lot" means any lot, homesite, or tent site in the Park as shown on the plot plan included with the Park Prospectus.
- 8. Common Areas Splash Pool Bar and Café, Blade Levi, Leather, and Bear Bar, Woody's Nightclub, Spa at Sawmill, Laundry Building, Swimming Pool, Courtyard and Stage, Dump Station, Banana Bath, Splash Bath, Garage Area, Conference Room.

#### III. RULES & REGULATIONS

#### 1. Admittance and Acceptance

- a. Sawmill Resort Homeowners Association, Inc. is intended and operated for the members, all of whom must be at least 21 years of age. At the time of initial application for admittance or occupancy, or upon demand of the Corporation, all prospective residents or guests shall produce a driver's license or comparable local, state, national or international documents showing verification of age and identity. Background checks, credit checks, and references may be required and checked before admittance and occupancy approval.
- b. Applicants must be considered compatible with other residents of the community. Guests of residents are permitted but must be members and register at the Park Office or Gate House.

## 2. Lot and Unit Maintenance

- a. All homes and lots shall be attractively maintained and comply with all applicable laws, ordinances, and regulations of the State, County, and the Corporation as amended from time to time. All homes and other structures or attachments on the lot shall be kept free of mold, mildew, and rust. All homes must be tied down and comply with State and County ordinances.
- b. Each lot shall have one living quarters and utilize a minimum of one parking spot on the lot. Other than your primary unit no RV's, trailers, or utility trailers are allowed to be stored on the lot. Tents cannot be erected on the lot for occupancy. RV's trailers, utility trailers are allowed for short term loading and unloading purposes only not to exceed 48 hrs. Exceptions are considered by written request to the Board of Directors.
- c. All landscaping on a lot shall be maintained by the resident residing on that lot to any and all applicable standards established by the Board and, where applicable, State or Local governmental authorities. Lawns must be no higher than 6", and planting areas, driveways, and walkways must be kept free of weeds. There shall be no obstructive views for vehicle movement. All lots not maintained to standards may be maintained by the Corporation at the resident's expense after proper notice is given to the resident.
- d. All lots shall be kept free of litter. There shall be no storage of furniture or appliances on the lots. All appliances shall be kept in the unit, shed or an enclosed porch provided they meet with County ordinances. Only furniture intended and designed for outside use shall be kept on the lot or open porch.
- e. Gazebos, carports, and sheds surfaces must be kept free of mold, mildew, dirt, and rust. Torn carport covers must be repaired or replaced and must meet ACC standards.

Sawmill Resort Homeowners Association Inc.

Bylaws Exhibit "13"

3. Recreation Facilities

a. Recreation facilities are provided for use by Residents and other members of Sawmill

Resort Homeowners Association, Inc. and their Guests. The Recreation facilities include but are

not limited to Lucy's, Woody's, the Courtyard, the Blade, Cigar Bar, the Pool, Splash, Ricky Lake,

Nature Trails, and Dog Park.

b. Rules regarding the use of each facility may be established by the Board and shall be

posted and published. Failure to observe these posted and published rules may be a cause for

suspension or restriction of use of the facilities. Guest Rules also applies.

c. Equipment and facilities are used at your own risk. Everyone must take proper care to

prevent accidents. The Corporation assumes no liability for Sawmill Resort Homeowners

Association, Inc. Residents or guests.

4. Guests

a. All residents' guests must be at least 21 years of age, have a valid membership, and must

be registered in the guest log for each visit.

b. Residents are responsible for the actions of their guests or invitees and responsible for

acquainting their guests with the Rules & Regulations of the Park.

c. The resident must be on campus during the visit and not out of town. (However typical

errands are permitted, e.g., groceries, doctor visits, etc.). Exceptions may be approved by Board

of Directors in writing on a case-by-case basis.

d. Four (4) complimentary overnight guest passes per month are available per lot number

and are not transferable or cumulative. These Four (4) complimentary overnight guest passes

allow your guests to stay overnight in your unit without any additional charge. These passes are

intended for the guest(s) to stay overnight inside the resident's home, and only for that purpose.

e. Additional Passes: Once those four allotted nights are used, you will incur a charge.

Additional overnight passes must be purchased for each guest for each night, at the prevailing

Standard Day Pass rate for that day per person, which the Board of Directors may amend from

time to time.

5. Pets

- All domestic pets are to be confined to the pet owner's lot or on a leash when off the lot at all times. Pets cannot be tethered outside unattended as per Pasco County Pet Ordinances.
- b. Pet waste shall be disposed of in a sealed plastic bag and deposited in a trash receptable.
- c. No pet shall be a threat, nuisance, or interfere with the quiet enjoyment and use of the domicile or recreational facilities of a resident or guest.
- d. Only SERVICE ANIMALS specifically trained to aid a disabled person are allowed to enter Pool area, Courtyard, food establishments, nature trails, Banana Bathhouse and Splash Bathhouse.
- e. Pets are not permitted in the Nature Trails, Pool area, or Food Establishments.
- f. All pets must have proper vaccinations, Proof of such may be required.
- g. The owner of a pet is fully liable for any injury, damages, or legal action taken in response to the behavior of their pet. Sawmill Resort Homeowners Association Inc. bears and assumes no liability for any pet related issues.
- 6. Vehicles, Traffic, and Parking
  - a. The posted speed limit in the Park is 5 mph which will be strictly enforced.
  - b. Pedestrians, bicycles, and golf carts have the right of way. Only electric golf carts are allowed within the Park.
  - c. No parking is allowed in the roadway. All vehicles shall be parked in that portion of the lot assigned for parking or in designated parking areas throughout the Park. Every site must maintain at least one auto parking space on the site which must be used for their primary vehicle. Any additional vehicles which do not fit on the site must be parked in authorized parking areas throughout the Park. Only one RV/trailer/unit may be kept on any site. Every lot is allocated one parking space specifically for resident use. It is mandatory for all residents to adhere to the use of the parking space designated on their

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lot. Violators will be subject to Citations as defined in Section III. 15 Violations, Citations, and Enforcement.

- d. All vehicles must bear a current and valid tag State issued license plate. All Resident's vehicles must display a Resident Parking Permit issued by the Corporation. All vehicles must be road worthy and operable, and in good repair.
- e. Golf Carts: Only electric golf carts will be permitted in the Park.

## 7. Trash and Litter

- a. Landscape materials are to be dumped only in those areas designated by the Board and may not be left to accumulate on the lot or road.
- b. All household trash must be disposed of in the area designated by the Board (Dumpster). Household trash may not be placed in the trash receptables located throughout the Park.
- c. Furniture, appliances, Construction debris or other large items must be disposed of off site at the Pasco County Dump or Recycling Center.
- d. No trash or debris generated from outside of the Park may be disposed of or burned inside the Park.

## 8. Soliciting

No soliciting is allowed in the Park.

#### 9. Use of Unit

All units are intended for use as residential purposes only. No commercial business may be operated from any home or unit within the Park.

## 10. Subletting

a. No home or unit shall be sublet or rented by a homeowner for less than a 3 (three) month period unless the homeowner participates in the rental pool program as established by the Board.

b. All rules regarding admittance and acceptance apply to the sublessee when the unit is rented by the homeowner directly and not through the rental pool program. Please refer to the SAWMILL RESORT HOMEOWNERS' ASSOCIATION, INC. SUBLETTING REQUIREMENTS document located on the portal for additional requirements.

#### 11. Insurance

All residents must maintain a current liability and property insurance policy on their homes. Proof of such coverage must be furnished to the management office.

#### 12. Signs

Residents shall not erect or display any commercial signage. 2 (two) "For Sale" signs may be displayed on the lot which cannot be larger than  $18" \times 24"$  and shall be placed no closer than 5 feet from the roadway.

## 13. Improvements to Lots and Units

Architectural Control Committee (ACC) approval in writing is required before a resident makes any improvements to the lot or home. This approval requirement shall apply to, but shall not be limited to, additions, exterior renovations, roof overs, exterior painting, landscaping, fences, carports, paving and sheds and additional requirements as defined by the Architectural Control Committee (ACC) Standards BOD Approved.

# 14. Open Burning and Campfires

No open burning is allowed anywhere in the Park. Campfires are permitted. Only wood can be burned in a campfire. No household debris, trash, tires, furniture or construction debris or landscape debris can be burned by a resident or guest in an open fire nor a campfire.

## 15. Violations, Citations, and Enforcement

#### Policy Overview:

The Violations, Citations, and Enforcement policy is designed to ensure that all Residents, Shareholders, and Tenants adhere to the Association' Covenants, Conditions, and Restrictions in a fair and equitable method.

#### **Citation Notices**

- 1. An INFORMAL Citation warning may be issued from the General Manager of potential formal action by the Board Of Directors.
- FORMAL First Notice Upon First FORMAL Notice of a Violation, residents will receive a single written FORMAL notice of violation and a grace period 14 days to remedy the issue.
- 3. FORMAL Final Notice A FINAL Notice of the Violation will be sent advising the resident of the opportunity for a hearing before a Board of Directors appointed Fine Hearing Committee. This Violations policy will strictly adhere to all our governing documents and Florida State Law including; By-Laws Article XXII Fines and Suspensions, Master Form Proprietary Lease Section 22 Fines, Residential Lease Agreement Section XXI Renewal, Florida Statues Chapter 719.303 Obligations of Owners. These governing documents define the specific process for resolution.

# Tracking, Follow-Up, Enforcement

4. Citation Tracking, Follow-Up, and Enforcement will be the responsibility of Sawmill Managers and Staff with final oversight and formal action from the Board of Directors.

## 16. Rules and Regulations Summary

These Rules & Regulations may be adopted and amended from time to time and shall be deemed in effect upon being approved by the Board of Directors and shall apply to and be binding upon all Resident members. They will be applied impartially and equitably to all Residents. They will be promulgated and are enforceable by the Board of Directors by any means allowable by law and the Corporations governing documents. They shall be in full force and effect as of the date of Board Of Director approval, being attached hereto, and are made a part of Sawmill Resort Homeowners Association Inc. Bylaws "Exhibit 13" hereof as though set out in full.