

# Spanish Trails West HOA Inc.

## Rules and Regulations

### 2021



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SPANISH TRAILS WEST  
RULES AND REGULATIONS  
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Welcome to Spanish Trails West Mobile/Manufactured Home Community, a Residential Cooperative which includes shareholders, non-shareholders, and renters, etc. These Rules and Regulations pertain to shareholders and non-shareholders as well as guests, visitors, renters, tenants, lessees, or sub-lessees. Many of our Rules and Regulations are required by certain agencies. Florida Statutes Chapter 719 governs shareholders and Florida Statutes Chapter 723 governs non-shareholders. The Rules and Regulations are to provide a safe, pleasant, and enjoyable atmosphere and to protect life, property, and privacy. **BEFORE BECOMING A RESIDENT AT SPANISH TRAILS WEST, ALL PROSPECTIVE RESIDENTS MUST APPLY FOR AND RECEIVE PARK APPROVAL. AN APPLICATION FEE, AS SET FORTH IN YOUR PROSPECTUS, IS REQUIRED. BEFORE ANY AND ALL REAL ESTATE CLOSINGS THE PROSPECTIVE BUYER(S) SHALL MEET WITH AT LEAST ONE MEMBER OF THE BOARD TO REVIEW THE SPANISH TRAILS WEST RULES AND REGULATIONS. FOLLOWING THE REVIEW, THE PROSPECTIVE BUYER SHALL SIGN A CERTIFICATION STATEMENT THAT HE/SHE UNDERSTANDS AND AGREES TO ABIDE BY THEM. THIS FORM WILL BE PLACED IN THE BUYER'S FILE.**

#### DEFINITIONS:

**Community and park** are used interchangeably.

A **shareholder** is one who owns a mobile/manufactured home in Spanish Trails West and has bought a share in the Cooperative.

A **non-shareholder** is a person who owns a mobile/manufactured home and rents or leases a lot within a mobile home park for residential use, as set forth in section 723.003(5), Florida Statutes.

**Shareholders and non-shareholders** both are hereinafter referred to as residents. Resident(s) are those who own a mobile/manufactured home in Spanish Trails West and are referred to as shareholders or non-shareholders.

**Park management, management, or Board of Directors** refers to Spanish Trails West Homeowners Association, Inc., Board of Directors which is responsible for the operation of the residential cooperative.

A **Renter/lessee/sub-lessee/tenant** is one who does not own a home in Spanish Trails West and rents a mobile home from Spanish Trails West, a shareholder, or a non-shareholder. It is the responsibility of Spanish Trails West, shareholders, or non-shareholders to provide a copy of the rules and regulations to persons renting a home here.

**Guests or visitors** are those who are guests of either a shareholder or non-shareholder and must be informed of and abide by these Rules and Regulations.

## **I. THE MOBILE/MANUFACTURED HOME AND LOT**

- A. Mobile/Manufactured homes shall be attractively maintained by the resident and comply with all applicable laws, ordinances and regulations of the state, county, city and park as from time to time amended.
- B. The non-shareholder mobile/manufactured homes and leased lots are not transferable, except that the purchaser of a home has the right to assume the remainder of the existing term of the Agreement as set forth in 723.003(5), Florida Statutes.
- C. Please check with management before digging or planting anything on your lot as we need room to get the mowers through. All utilities throughout the park are underground so be cautious where you dig.
  - a. Resident fences of any type must be approved by management.
  - b. Only umbrella-type clotheslines are permitted. They must be placed in the rear of the home and must be closed at night for safety reasons.  
Residents going north for the summer as well as others leaving the park for more than two weeks must remove the umbrella and the pipe that holds the umbrella, so the apparatus is at ground level to prevent injury to others.
  - c. Yard maintenance includes trash pick-up, grass mowing, weed whacking, and edging.
- D. Cable TV and internet service have been installed with connections at each home site. Under a bulk contract, and according to Florida law, all residents will pay the negotiated fee on a monthly basis. Any outside antennas that will interfere with other communications, i.e., TV, radio, or internet are prohibited. Certain exterior antennas may be allowed at the clubhouse for the beneficial use by management, such as CB antennas and equipment helpful during storms or other disasters. Satellite dishes may be put on a pole in the ground adjacent to the home.
- E. "Garage Sales", "Carport Sales", "Estate Sales", "Yard Sales", outside sales of any kind, etc., are not permitted unless scheduled for total park participation by the Social Club and held at the clubhouse or designated areas as appropriate. These may be scheduled twice per year.
- F. Freestanding structures are not permitted (for example, storage buildings). This does not apply to such structures as may be used by park management and placed on park property other than a mobile/manufactured home space.
- G. Any exterior alterations or permanent improvements to the mobile/ manufactured home or lot must be approved by management. All required permits must be obtained and posted on the home.
- H. Carports and surrounding areas of the mobile/manufactured home must not be used for storage. This is for the public health, safety, and welfare of all residents and will ensure an attractively maintained lot. If a resident wishes to make an exception to this rule, the resident must obtain permission from the Spanish Trails West Homeowners Assn. Board of Directors. Bear in mind that carports should be cleared of all items when there is an approaching storm due to the danger of flying debris. Residents going north for the summer as well as others

leaving the park for more than two weeks must comply with clearing items from carports.

## II. REFUSE

- A. Each resident has a responsibility to keep his/her home site clean and neat. No resident should throw garbage or refuse on any common area as proper disposal of garbage and refuse is important to our health.
- B. All garbage and refuse must be placed in plastic bags before putting out for pick-up and should be placed at the mailbox **side** of the street the **morning** of pick-up. Any garbage containers should be kept out of sight at all other times, i.e., in the shed. Do not place garbage out the night before unless it is in a closed container.
- C. Residents must maintain their planters, flower beds, and shrubbery and dispose of the refuse properly. If they fail to do so, management may weed/trim for them at a fee set by management.
- D. All shrub, tree trimmings, or limbs must be bundled and be no more than three (3) feet long. Leaves, trash, grass clippings, and weeds, etc., must be bagged and must not be swept into the streets or storm drains.
- E. Cardboard boxes must be broken down and placed in the cardboard/paper recycle dumpster. Put all newspapers in the cardboard/paper recycle dumpster provided. Items accepted are posted on the dumpster.
- F. **Burning of trash, leaves, or other material is not permitted.**
- G. Put all aluminum cans such as soda, alcoholic or non-alcoholic beverage cans in the container provided. Do not put non-aluminum cans in the container.

## III. AGE REQUIREMENTS

This community is housing for persons fifty-five (55) years of age or older. Exceptions may be made in certain circumstances, i.e., as long as one (1) person residing in the home is fifty-five (55) years of age or older and no resident is under forty-five (45) years of age. The age restrictions are intended to maintain compliance with the Florida and Federal Fair Housing Acts, as amended.

## IV. RECREATIONAL FACILITIES

The Spanish Trails West Community Social Club Inc.'s sole purpose is to provide social and related activities for the residents. These events will be reflected in the Social Club's monthly newsletter and calendar. The newsletter will be sent via email and placed on the STW website. Hardcopies will also be available in the Clubhouse and the Office.

- A. Recreational facilities are provided for the use of the residents. **Guests under eighteen (18) years of age must be accompanied by one of the residents with whom they are visiting when using any recreational facility.**
- B. Rules regarding each facility, i.e., clubhouse, pool, shuffleboard, etc., will be posted for your safety and convenience in the respective areas.
- C. The clubhouse doors will automatically be unarmed each morning at 6:00 a.m. and automatically arm each evening at 11:00 p.m. The clubhouse doors will be locked 24/7. A Card Reader System will be used to access the clubhouse from 6:00 a.m. until 11:00 p.m. All residents will be issued one card. Management

must be notified immediately if a card is lost so the card can be removed from the system. There will be a \$10.00 fee for a replacement card. If hours need to be adjusted, please notify the office at least seventy-two (72) hours in advance.

- D. Equipment and facilities are to be used at your own risk.
- E. **Pets are not permitted in any of the recreational areas or office.**
- F. **Bare feet or wet swimsuits are not permitted in the clubhouse.** Bathroom facilities are in the rear of the office building.
- G. The rear office doors will automatically unlock each morning and automatically lock each evening at a set time. If hours need to be adjusted, please notify the office at least seventy-two (72) hours in advance.
- H. Shuffleboard: Please limit your play if others are waiting. **Please do not walk on the courts.** The shuffleboard court hours are from 8:00 a.m. until 10:00 p.m.
- I. Private use of the clubhouse is for residents only. Any requests for a private function must be in writing and must be approved by management and does not include the pool. These special events must not interfere with the Social Club's normal scheduled functions.
- J. Tennis courts are available for the use of the residents and guests and will be open from 8:00 a.m. until 10:00 p.m. Proper tennis shoes, attire, and conduct are required of all residents, renters, and guests.
- K. A horseshoe playing area is provided for all residents next to the shuffleboard court. Playing hours are from 8:00 a.m to sunset.
- L. Swimming Pool: Although the swimming pool is listed in the prospectus as a facility available for use by the residents, the use of the swimming pool is a privilege. There is no lifeguard on duty **so swim at your own risk. All persons must shower before entering the pool. Oil/suntan lotion is not permitted to be worn in the pool. Children under eighteen (18) years of age must be accompanied by an adult. Children under three (3) years of age may not use the pool unless they wear a swimmer diaper. Diving or jumping into the pool is forbidden.** Please do not swim alone. Management may from time to time post rules at poolside governing its use, which may include hours of operation, etc. A resident who violates swimming pool rules may be subject to loss of pool privileges as set forth in sections 723.061 or 719.105, Florida Statutes.
- M. Please treat facilities as you would your own personal property and abide by all posted rules and these regulations. All equipment, rooms, etc., must be left in the same condition as you found them, including taking the trash to the dumpsters.
- N. **Smoking is prohibited in all recreational areas, including the clubhouse, shuffleboard courts, tennis courts, horseshoe courts, pool area and office, etc.**

## V. GUESTS

- A. **All residents are responsible for their guests' actions.**

- B. Residents must be present in order to have guests stay in their home.
- C. Guests/visitors may not **stay in excess of fifteen {15} consecutive days or thirty {30} days total per year unless such person has the permission of management.**
- D. All guests/visitors staying more than two days must be registered by the host resident at the office upon arrival. If office is not open, please register as soon as the office is open. This may be accomplished by telephone or email. Guest(s) will be issued a visitor tag to be displayed on the dashboard of the vehicle. A visitor wristband will be given to the guest to wear.
- E. Guests under eighteen (18) years of age must be accompanied by a resident or a related adult over 18 while using any recreational facility.

## VI. PETS

- A. All pets must be approved by management and limited to two (2) pets per household. Only dogs, cats, fish, or birds are allowed. Pets in excess of seventy (70) pounds are not permitted.
- B. Pets are not permitted to run free. When outside, they must be on a leash.
- C. Pets are not to be permitted access to areas between homes or access to areas of plantings, flower gardens, or other decorative areas other than that of the owner. This will include Park common areas with flowers and decorative items. Pet owners are responsible to remove all pet feces.
- D. Pets are not permitted in the clubhouse, swimming pool area, shuffle courts, tennis courts and office.
- E. Excessive noise will not be tolerated. In the event of continued complaints, an investigation will be made. If management finds that complaints are warranted, the pet owner will be required to **remove such pet from the park permanently.**
- F. Doghouses are not permitted on the home site.
- G. All pets must be properly licensed and vaccinated according to State and County Laws.
- H. Pets shall not be left unattended for long periods of time. Please do not tie your pet outdoors unattended.
- I. There is a dog run available for exercising pets.
- J. **Visitors' pets are allowed and must meet the same requirements as residents' pets.**
- K. **Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.** Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.
  - a. Residents of the community shall not fraudulently obtain or falsify documentation related to the use of service animals.

- b. A comfort dog is not a service animal.
- c. According to the Americans' with Disabilities Act, (ADA.gov,) a business owner may ask a service dog holder two questions:
  - 1. Whether the service dog is necessary because of a disability, and
  - 2. What work or task(s) the dog has been trained to perform?
- d. Uninsurable dogs are not allowed in the park. As per our insurance carrier such dogs include, but are not necessarily limited to:
  - Akita
  - Chow
  - Doberman Pinscher
  - German Shepherd
  - Pitt Bull
  - Presa Canario
  - Rhodesian Ridgeback
  - Rottweiler
  - Presa Canario
  - Staffordshire Bull Terrier (or any of the large Terrier breeds that have descended from dogs bred for fighting)
  - Wolf Hybrids
  - Any mixed breed dog containing any of the above breeds, no matter what the percentage.
  - Any dog weighing more than 50 pounds.
  - Any dog that has ever been trained as and/or used as a guard dog or attack dog.
  - Any dog that has ever been trained or used in military or police work.
  - Any dog belonging to a breed that was historically bred for fighting.
  - Any dog that has ever bitten anyone or has exhibited aggressive behavior towards people.

## VII. TRAFFIC, TRAILERS AND VEHICLES

- A. All residents' vehicles **must** display a STW sticker on rear window or a STW tag hung on the mirror. This is for the safety and welfare of all residents so that management knows whose vehicles are owned by non-residents and by residents and are available at the office.
- B. Please always keep your vehicle(s) locked.
- C. The speed limit throughout the park is fifteen (15) mph.
- D. Pedestrians, bicycles, and golf carts have the right of way, in that order.
- E. Large trucks must be garaged elsewhere. **Commercial-type vehicles, including trailers, are not permitted to be parked on Spanish Trails West or residents' property unless a service is being performed.**
- F. **Vehicles are not permitted to park on lawns or any grassy areas.** Parking spaces are provided at each site. Guests may park on the street for a short time during the day. **Overnight parking is not permitted on the streets.**
- G. The parking lots by the tennis court on Valor Street and between the pool area and the shuffleboard court on Piscina Street shall be used for overnight parking.
- H. All boats, utility, and travel trailers, etc., must be parked in the special area



provided on the north side of the park or outside the park. One space only per household is permitted and is assigned by management if space is available and is allotted on a first-come, first-serve basis. All vehicles in the storage area must be registered with the office with copies of proof of ownership (title), current registration, and insurance. Travel trailers/RVs can be parked at a resident's home if there is a driveway that does not interfere with traffic and is off the street to allow the opportunity to load or unload for a period not to exceed three days.

- I. Unlicensed/inoperative vehicles are not permitted to be parked anywhere in the park.
- J. Minor maintenance that may be fully accomplished in a day or less and washing cars are permitted. Major repairs are not permitted.
- K. Cars dripping oil and/or gas must be repaired in a timely manner and the drip spots cleaned from the parking surfaces.
- L. Management specifically reserves the right to restrict the operation of all delivery transportation if vehicle traffic rules are not adhered to within the community.
- M. **Residents, guests, and all others must adhere to all traffic rules. STOP signs mean STOP!** This includes **all** vehicles, i.e., automobiles, trucks, vans, bicycles, golf carts, mopeds, motorcycles and scooters etc.
- N. Golf carts and any motorized vehicles must be operated by a licensed driver who must abide by all traffic rules. All golf carts and motorized vehicles must be equipped with working headlights and working tail lights.
- O. Walkers and those riding bicycles at night should wear light-colored or reflective clothing and carry a flashlight. Be sure your bicycles have rear reflectors.

#### VIII. MAIL

Mailboxes are furnished initially by the park and the posts must not be moved by the resident. Repair and replacement of the mailbox itself are the responsibility of the resident. Posts will be maintained by the Park. Please keep your mailbox clear of all bird residue and mold.

#### IX. SOLICITING

- A. Persons selling, soliciting, or peddling commercial services or products within the community are not permitted without written permission of management. If you see someone in the park who you believe should not be here, please call the sheriff and notify the office.
- B. All signs are prohibited from being posted on park property except for those events being held in the park, such as park-wide yard sales.

#### X. SELLING AND SUBLETTING

- A. Sales: Management of Spanish Trails West shall not deny a resident the right to sell resident's own home within the park. However, if a non-shareholder elects to sell his/her mobile/manufactured home during the term of his/her lease, any renewal or extension thereof, and the mobile/manufactured home is to remain in the park, the new resident must be approved before closing and a lease negotiated in accordance with the Rental/non-shareholder Prospectus, and as governed by Florida Statutes Chapter 723.

- B. A shareholder has the right to sell his/her own mobile/manufactured home in accordance with the Prospectus and as governed by Florida Statutes Chapter 719. The new shareholder must also be approved before closing.
- C. "For Sale" signs must be in accordance with park prospectus and must be placed on the window of the home. **Signs shall not exceed twelve (12) inches by sixteen (16) inches. Yard signs are not permitted.**
- D. Subletting: Homes in Spanish Trails West may be sublet one time per calendar year for a period of not less than three (3) months to the same sub-lessee. Before anyone can rent/sublet a home, the prospective **renter/lessee/sub-lessee/tenant** must review the Spanish Trails West Rules and Regulations. The prospective **renter/lessee/sub-lessee/tenant** must sign the Renters Certification Statement that he/she understands and agrees to abide by them. This form will be placed in the renter's file along with a copy of the background check and personal information. Prospective renters must apply to be occupants of Spanish Trails West and must be approved by management prior to occupancy. The initial sub-lessee may have occupancy in Spanish Trails West for a period of up to two (2) years. After this two (2) year period of occupancy in Spanish Trails West in any home, the sub-lessee may be extended with written approval of management. This approval will not be unreasonably withheld. Sub-lessee shall be deemed to include any occupant of Spanish Trails West who is not an owner or spouse of an owner or otherwise residing with an owner of a mobile/manufactured home in Spanish Trails West. In the event an owner is deceased, his/her heirs may assume residency in Spanish Trails West if they qualify to reside in the park. An application must be submitted and approved before taking occupancy.
- E. Residents who sell their own homes must inform their buyer or sales agent of our Rules and Regulations and must also pass their prospectus on to the buyer to prevent serious repercussions to the seller and/or the buyer.

## **XI. RESPONSIBILITIES**

- A. Spanish Trails West Homeowners Association, Inc. (hereinafter referred to as STW HOA) shall not be responsible for loss or damage caused by accident, fire, or act of God to any mobile/manufactured home or personal property left by resident(s) or guests on the premises. STW HOA will not be responsible for supplies or equipment brought into the clubhouse.
- B. STW HOA shall not be liable for an accident, death, or injury to life or property using the recreational facilities. Residents and guests shall avail themselves of these facilities at their own risks.
- C. STW HOA will not loan/rent out any equipment.
- D. Residents are responsible for any damages they, their family members, or guests cause to park property.
- E. STW HOA will not get involved in disputes between neighbors unless it involves the community. **PERSONALITY CONFLICTS ARE NOT UNDER THE SCOPE OF MANAGEMENT. PLEASE RESPECT YOUR NEIGHBOR.**

## **XII. MISCELLANEOUS**

- A. Loud and/or annoying noise and foul language are not permitted.

- B. Quiet time in the park is from 10:00 p.m. to 8:00 a.m. Special care regarding use of TV, radio, etc., between these hours is required.
- C. Report vandalism of park and private property to the sheriff and office promptly.
- D. Legitimate signed complaints must be reported to the office on the Resident Comment Form which is available from the office or the website. Said complaints will be forwarded to the Spanish Trails West Homeowners, Inc., Board of Directors. Anonymous complaints will not be addressed. All resident names filing Comment Forms will be kept confidential with the exception of management and office administrator.
- E. Rule infractions will be brought to the resident's attention in writing.  
**Infraction(s) not corrected immediately will result in fines of not more than \$100 per day, not to exceed \$1,000 and the loss of the amenities in the community until the infraction(s) is/are corrected.**
- F. Park office hours will be posted at the office and on the STW website.
- G. Any request of park personnel should be directed through the park office on the form provided. Preferential treatment by park personnel of any resident will not be tolerated by management, and any violations of this rule may result in the discharge of the park employee.
- H. The Spanish Trails West newsletter is published by the Social Club and includes a calendar of events. The STW HOA may also include reminder articles of the rules and regulations.
- I. It is the resident's responsibility to ensure that their flower beds, trees and weeding is maintained throughout the year. Please use the **Request for Contract Work** form (available from the office or the website) or notify the office who will be doing this work in the summer months.
- J. Fishing, swimming, or any other recreational activity in the retention pond is prohibited.

### **XIII. LIENS**

Park property shall not be subject to liens for improvements made by the resident.

### **XIV. GROUNDS FOR EVICTION/FORECLOSURE**

- A. The law that governs eviction procedures for non-shareholder mobile/manufactured homeowners is Chapter 723.061 Florida Statutes.
- B. The law that governs foreclosure proceedings for mobile/manufactured home shareholders is Chapter 719 of the Florida Statutes.

### **XV. RENTALS/FEES**

- A. Rent and Maintenance Fees are due on the first (1st) day of each month and delinquent on the fifth (5th). A late charge, to be determined by management, retroactive to the first (1st) of the month, will be charged to rents/maintenance

fees received after the fifth (5th). Rental amounts for non-shareholders are subject to change as deemed necessary by Spanish Trails West Homeowners Association, Inc. Board of Directors in accordance with the Rental Prospectus and Chapter 723 Florida Statutes. Maintenance Fees for the shareholders are set in accordance with the Prospectus and Chapter 719 of the Florida Statutes.

- B. All payments are to be made to either the park office or a bank/agent selected by the board of directors. All rents/maintenance fees are to be paid in U.S. currency. A service charge will be imposed for each check returned for insufficient funds, plus bank charges. Such checks may be treated by management as nonpayment of rent or maintenance fees.