



Spanish Trails West HOA, Inc.
7142 Piscina St. Zephyrhills, FL 33541
Phone: 813-780-7559
Fax: 813-783-1672
Website: www.spanishtrailswestcommunity.com
Email: spanishtrailswest@gmail.com

ALL potential buyers MUST be pre-approved. We are a 55+ park - At least one household member MUST be 55 or over NO EXCEPTIONS are made to these rules.

Buyer Info

Attached are the following:

- STW Realty Checklist – This is the form we use to make sure we have all documentation for each applicant. Please use this as a guide.
- Credit Check Authorization form
- Background Check Authorization form
- Information Sheet
- Rules & Regulations Certification
- Rules & Regulations

Please fill out forms and return them to the office along with payment for the running of credit/background checks. Please allow at least one week turnaround time.

Background & Credit Check

1. One Credit check authorization form needed for each individual wanting to purchase (Maximum 2). Cost: \$25/ea
 2. One Background check authorization form needed for each person planning to live in the property (Maximum 2). Cost: \$25/ea
 3. Submit a legible color copy of each applicant's driver's license, or state issued id.
- Note: Checks should be made payable to Spanish Trails West, HOA, Inc.

Information Sheet

- Applicant(s) to fill out and return information form.

Pets?

- Submit paperwork from vet for each pet. Vet info needs to state the name, weight ≤70lbs, and breed of pet, and show it has its rabies vaccination certification.
- Submit color picture of each pet.
- Is pet a service or emotional support/comfort animal? If yes, submit documentation

Rules & Regulations

- Return signed form acknowledging receipt of Rules & Regulations prior to sale.

What happens after we receive the above information and funds?

- We send background and credit check authorizations off for verification.
- HOA Realty Board member contacts applicant(s).
- Applicant is either approved or rejected.

REALTY CHECKLIST

BEFORE CLOSING

Share non-Share

Lot Number: _____ Address: _____

Seller(s): _____

Buyer(s): _____

Buyer(s) Phone/Email: _____ / _____

Buyer(s) Driver's License Copies (color) Obtained _____ Home State(s): _____

Background/Credit Check: Funds & Forms Rec'd. _____ Background/Credit Rec'd. _____

Is at least one resident 55 or older, and no other person in household less than 45? Yes No

Pet Info: N/A Picture Vet Info stating weight (<=70 lbs.) of animal & rabies cert.

Number of pets: _____ Cat(s) Name(s): _____

Dog(s) Name(s): _____

Buyers Rec'd Rules & Regs. _____ Information Sheet: _____

Buyers Signed Rules & Regs. Certification _____

Prospectus: Is there a prospectus with the mobile home? Did Agent view the Prospectus personally?

NOTES: _____

HOA President Initials Approving Buyer(s): _____

Realty Board members notified/emailed: _____

Closing Date: _____ Closing Location _____

FOLLOWING CLOSING

Picture of Buyer(s) _____ Sticker for Car: _____ Received Key Card(s): _____

Obtain copies of: Car Insurance Vehicle Registration Homeowner's Insurance

Welcome Committee notified/emailed: _____ Welcome card given to buyer(s)

Office adds to: QB 55+ Book PCI Directory

Seller Returned Key Card(s): _____

SPANISH TRAILS WEST, INC.

7142 Piscina Street, Zephyrhills, FL 33541

(813) 780-7559 Fax: (813) 783-1672

Website: www.SpanishTrailsWestCommunity.com

Broker: William D. Gorman

Realtor: Andy Saunders - (321) 505-0244

Realtor: Mary Crook - (813) 469-0909

Welcome to our Five Star 55+ Community

Thank you for your interest in our 55+ community. We are a resident-owned community, and you have the option of purchasing a share in our cooperative, or you can simply rent your lot month to month.

The current share price is \$45,000 (plus closing costs), with a monthly maintenance fee of \$100 per month. Which comes with a 99-year proprietary lease. You do not own your lot; you are buying into the entire community.

If you choose to rent, the average lot rent, for already established lots, ranges from \$470 to \$580 per month. We also have 3 vacant lots available for your new home.

With either of these options, your monthly payment includes lawn maintenance and trash pickup. Your water and sewer are through the City of Zephyrhills and are metered so the price is based upon your consumption.

The Park has negotiated a contract for basic cable TV and internet for only \$42/month, which is due with either the maintenance fee or lot rental fee.

We have a heated pool, indoor shuffleboard courts, tennis courts and horseshoes. We also have groups that go golfing, on tours, shopping, and our own Red Hat Society. With a very active clubhouse and very nice residents. We also have free R.V. storage and a dog run.

If you are unable to find a home in our park for sale that's to your liking, the above realtors can order a new home for you and have it brought in. Let us know if this is something you would like.

Thank you.

02/01/2022

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We are glad you have taken the time to look at our park. If the office is closed, please fill out the information form below and place it in the slot near the office door and one of the realtors will give you a call to answer any questions you may have.

Thank you!

Date: _____

Name(s): _____

Local phone: _____ or cell _____
(a number where you can be reached)

Local address: _____

City: _____ State: _____ Zip: _____

Email address: _____

Out of town address:

City: _____ State: _____ Zip: _____

Any comments: _____

SPANISH TRIALS WEST HOMEOWNERS ASSOCIATION INC.
7142 PISCINA STREET
ZEPHYRHILLS, FLORIDA 33541

BACKGROUND INVESTIGATION AUTHORIZATION

I understand that Spanish Trails West Homeowners Association, Inc. reserves the right to conduct background investigations concerning all tenants whether they are shareholders, non-shareholders, caregivers, sub-lesers, eligible heirs, or employees. I also understand such background investigations may be updated periodically if warranted. I understand background investigations will include gathering information from law enforcement agencies and or criminal record searches.

I understand that I have the right to make a written request within a reasonable period of time to receive information about the nature and scope of an investigative report obtained pursuant to this authorization. I understand that I may request the name and address of the reporting agency furnishing such report. I also understand that I Spanish Trails West Homeowners Association, Inc. is not responsible by law nor is it obligated in any way to provide me with a copy of any report or to disclose to me the content of any report it receives from the reporting agency. If I desire a copy of any such report, it is my responsibility to obtain a copy an my expense from the reporting agency.

I hereby, release Spanish Trails West Homeowners Association, Inc. , its employees, and any person, association, firm, or corporation furnishing Spanish Trails West Homeowners Association, Inc. with any information concerning me or my affairs from any claims, cause of action, or damages that may have or purport to have arisen by reason of having disclosed or furnished any information concerning me or my affairs, the provision of any law to the contrary being hereby waived.

(PLEASE USE BLACK INK ONLY)

Acknowledged and agreed to this _____ day of _____, 20_____.

Signature Social Security Number

Printed Last/First/Middle Name Other Names Used

Date of Birth

Home Address City State Zip Code

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7142 PISCINA STREET
ZEPHYRHILLS, FLORIDA 33541**

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Acknowledged and agreed to this _____ day of _____, 20_____.

Signature Social Security Number

Printed Last/First/Middle Name Other Names Used

Date of Birth

Home Address City State Zip Code

CONSUMER CREDIT DISCLOSURE FORM
Tenants

This disclosure is made pursuant of Section 604 of the Consumer Credit Report Act of 1996. Spanish Trails West Homeowner's Association, Inc. reserves the right to obtain and from time to time will obtain consumer credit reports for tenant screening purposes only. Spanish Trails West Homeowner's Association acknowledges that before taking any adverse action based in whole or in part on the consumer report, Spanish Trails West Homeowner's Association, Inc. will provide a copy of the report and a description of your rights as prescribed by Federal Trade Commission under Section 609.

Undersigned hereby authorizes the procurement of such a report for tenant screening purposes only and hereby provides the following information to aid in the procurement of said report. Undersigned hereby expressly releases Spanish Trails West Homeowner's Association, Inc. and any person, association, firm or corporation furnishing Spanish Trails West Homeowner's Association, Inc. with such information from any claims, causes of action or damages that may have or purport to have arisen by reason of having disclosed or furnished such information, the provision of any law to the contrary being hereby expressly waived.

(PLEASE USE BLACK INK ONLY)

Acknowledged and agreed to this _____ day of _____, 20____.

Applicant Signature

Social Security Number

Printed Full Name

Date of birth

Home Address

City / State / Zip

CONSUMER CREDIT DISCLOSURE FORM

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Acknowledged and agreed to this _____ day of _____, 20____.

Applicant Signature

Social Security Number

Printed Full Name

Date of birth

Home Address

City / State / Zip

INFORMATION / EMERGENCY INFORMATION

SPANISH TRAILS WEST HOMEOWNERS' ASSOCIATION, INC.

PLEASE PRINT: TODAY'S DATE: _____

NAME(S): _____ LOT#: _____

STREET ADDRESS: _____ ZEPHYRHILLS FL 33541

HOME PHONE: (____) _____ CELL: (____) _____

BIRTHDAY/HIS: _____ HERS: _____ ANNIVERSARY: _____ PETS: _____

ORIGINALLY FROM: _____ E-MAIL: _____

NORTHERN ADDRESS & PHONE NUMBER:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ CELL: (____) _____

NEXT OF KIN OR PERSON TO CONTACT IN EMERGENCY:

(1) NAME: _____ RELATIONSHIP: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ CELL: (____) _____

(2) NAME: _____ RELATIONSHIP: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ CELL: (____) _____

**PLEASE ANSWER THE FOLLOWING QUESTIONS TO HELP
OUR WELCOMING COMMITTEE INTRODUCE YOU TO OUR
"PARK FAMILY" THROUGH OUR MONTHLY NEWSLETTER.**

WHAT ATTRACTED YOU TO OUR PARK: _____

YOUR HOBBIES AND SPECIAL INTERESTS:

HIS: _____

HERS: _____

PRESENT / PRIOR OCCUPATION, HOW LONG RETIRED:

HIS: _____

HERS: _____

SIBLINGS: _____ CHILDREN: _____ GRANDCHILDREN: _____

GREAT-GRANDCHILDREN: _____ PETS: _____

OTHER INFORMATION YOU WISH TO SHARE:

RESIDENT PROFILE

The following information will be used for the monthly community newsletter, the photo directory and resident name tags.

Circle One: Add to the newsletter / DO NOT add to the newsletter

Name: _____ Date of Birth: _____

Phone: _____

Name: _____ Date of Birth: _____

Phone: _____ Anniversary: _____

Address: _____ Zephyrhills, FL 33541 LOT #: _____

About Yourself: _____

Photo Directory

Would you like your photo added to the photo directory? **Circle One:** Yes / No

If yes, please provide a photo you would like to have used or someone will be in contact with you to take a photo for the directory.



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**OWNERS & RENTER'S
RULES AND REGULATIONS CERTIFICATION
For R&R Effective 3/1/2021**

**I/WE HEREBY CERTIFY THAT I/WE HAVE READ THE SPANISH TRAILS WEST
RULES AND REGULATIONS, THAT I/WE UNDERSTAND THEM, AND AGREE TO
ABIDE BY THEM.**

OWNER(S):

Print Name

Signature of Owner

Print Name

Signature of Owner

Address

Lot #

Phone #

Date



Association Auto Debit (ACH) Authorization Form

Use this form to Create a 'Preauthorized Electronic Payment' for an Association Assessment.

- A separate enrollment form must be completed for each property/unit payment obligation.
- Completed 'Auto Debit (ACH) Authorization Form' must be received by the 25th of the month prior to your next payment due date, to take effect. If the 25th is on a weekend or a holiday, Bank OZK Association Services must receive this form by the last business day prior to the 25th.
- By submitting this form you authorized Bank OZK to initiate the ACH debit authorization for the below property/unit owner.
- Mail completed Association Auto Debit Authorization form and a void check (deposit slip for savings) to:
BANK OZK ASSOCIATION SERVICES
RE: ASSOCIATION ASSESSMENT ACH
P.O. BOX 20624
TAMPA, FL 33622-0624
- When an auto debit (ACH) is processed to your account, your payment will appear as 'Maint Fees' on your account statement.
- Your payment debit date and frequency are provided by the management company or association. If that debit date is on a weekend or holiday, your payment will be debited the next business day.
- All questions regarding your association or payments should be directed to your management company or association.

All fields must be completed for Auto Debit (ACH) to take effect.

Management Company Name: SPANISH TRAILS WEST HOME OWNERS ASSOCIATION INC

Association Name: SPANISH TRAILS WEST HOME OWNERS ASSN INC

Frequency: Monthly Quarterly Semi-Annually Annually

ACH Debit Date: 3rd

Unit Number (Account Number found in coupon booklet on coupon): _____

Unit Owner Name: _____

Routing/Transit Number: _____

Account Type: Checking Savings

Banking Account Number: _____

Assessment Amount \$: _____ Start Date: _____

Be sure to include a void check (or deposit slip for savings) from your designated debit account.

By signing this authorization I agree to the following: I hereby authorize Bank OZK to initiate entries to my checking or savings account at the U.S. Financial Institution indicated above for the purpose of making Association Assessment Payments, to include all future amount changes. I also authorize the financial institution to withdraw these payments from my account. Bank OZK is authorized to accept, from the Association or Management Company, updates to the debit amount, the account information or the cancellation of this debit. I understand that these debits will continue unless notification is received by Bank OZK in writing of its termination.

Authorization must be received by the 25th of the month prior to next payment date to take effect.

X _____ X
Signature of Authorized Signer on Bank Account Date Authorized

Bank OZK: Date _____ Acceptance _____ Verification _____ Lockbox Id 142 Assn Id 142

 **Bank OZK**
SINGLE COUPON BOOK ORDER

***COMPLETE ALL REQUIRED FIELDS**

*MGMT CO. NAME: SPANISH TRAILS WEST HOME OWNERS ASSN INC - 142

*ASSN. NAME: SPANISH TRAILS WEST HOME OWNERS ASSN INC - 142

*ASSN. #: 142 UNIT #: _____

*FREQUENCY: MONTHLY QUARTERLY SEMI-ANNUAL ANNUALLY

*START DATE OF 1ST COUPON: _____ *# OF COUPONS: _____

*AMOUNT \$: _____

*UNIT OWNER NAME: _____

*UNIT OWNER ADDRESS: _____

*UNIT OWNER CITY: _____ STATE/ZIP: _____

UNIT OWNER MAILING ADDRESS IF DIFFERENT FROM ABOVE:

ANY ADDITIONAL INSTRUCTIONS:

INVOICING FOR COUPON ORDERS WILL BE SENT MONTHLY TO ORDERING ENTITY WITH 30 DAY NET

BANK USE ONLY:	CLIENT #: 2867-142	COUPON ORDER JOB NUMBER:
FILE RECEIVED: ---		PROOF SENT:
ORDER PLACED:		PROOF APPROVED:

Manufactured Home Service Provider Info

Financing

South State Bank – Contact Person: Kathy
Phone: 813-783-8122 Fax: 813-783-3599

San Antonio Citizens Federal Credit Union
Contact Person: Jim Quirk Phone: 352-588-2732

Home Inspections – These are some of the inspection firms LCR has worked with:

AccuCheck
Contact Person: Steven Brown
Phone: 813-783-2662

Barnes Enterprises, Inc.
Contact Person: Rick
Phone: 813-477-6586 or 658-0281

Hawkeye Inspections
Phone: 813-990-7323

Insurance

Boyett Insurance
Phone: 352-521-3030
Email: mflores@bovettinsurance.net

Insurance Company of Florida
Phone: 813-788-1465
Email: bill@insurancecompanyofflorida.com

Lee Reed Insurance
Phone: 813-782-5502 or 877-205-2824

Pest Control

Boltin Pest Control	352-567-2395
Jernigan's	813-355-4682
Loyed's Pest Control	352-588-3003
Murrell Pest Control	352-583-3332
Terminix	813-839-7441

Utility Companies

Electric
Duke Energy 800-700-8744

Internet/Cable
Spectrum 833-697-7328 then press 0 (STW has a bulk agreement)

Water/Sewer
City of Zephyrhills
Customer Service: 1-877-584-9744 New Services: 833-360-7528 or
Email: zephyrhills@munibilling.com
You can make a deposit (\$120) with a Visa or MasterCard (need closing statement, HUD, or lease plus a driver's license).

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Spectrum Info

As part of our effective 10/1/2018 bulk agreement with Spectrum to provide cable and internet services to our residents, all residents received:

- Two (2) FREE Spectrum Receivers for Spectrum TV Select
- One (1) FREE Spectrum Internet Modem with in home WiFi

If there are any problems or questions, residents are to call:

Bulk Services at 833-697-7328

Spanish Trails West HOA Inc.
Rules and Regulations
2021



Effective Date

March 1, 2021

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 and aggressive behavior 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
 - 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 70 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! Follow the posted SPEED LIMIT!!** 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 taillights.
 - 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 Association. 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.