

**RULES AND REGULATIONS OF  
WASHINGTON HEIGHTS HOME OWNERS ASSOCIATION, INC.**

(February 20, 2024, Amendment and Restatement)

**Important Notice**

Homeowners and Residents should become familiar with the Articles of Incorporation (hereinafter “Articles”) and the Bylaws (hereinafter “Bylaws”) of Washington Heights Home Owners Association, Inc., (hereinafter “Association”) as these documents contain additional rules that affect and limit their rights and obligations.

**Purpose.** The Association holds the deed to lands within the Washington Heights Subdivision (hereinafter “Subdivision”) as described in its Articles which include the entirety of the interior roads and the easements thereof namely Indiana Drive, Hilnick Drive, Shell Drive, Molly Drive and Michigan Drive, two parcels located in the NW and SE corners of the Subdivision and all appurtenances thereon, as well as various easements (hereinafter “Common Property”). The Association manages the Common Property and facilities pursuant to its Articles and its Bylaws. The board of directors (hereinafter “Board”) has adopted these Rules and Regulations (hereinafter “Rules”) to supplement the Articles and Bylaws for the use of the Association facilities and Common Property and for the establishment of sanctions for infractions. These Rules are binding on all Residents and Non-residents, while present on Common Property. All Association rules and conditions must be in compliance with Charlotte County ordinances and Florida statutes.

**Miscellaneous.** The following miscellaneous provisions shall apply to these Rules and the Association Documents.

1. Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.
2. Severability. In the event that any provisions of these Rules is deemed invalid, the remaining provisions shall be deemed in full force and effect.

**COMMON PROPERTY USE AND CODE OF CONDUCT**

**Speed limit.** The speed limit is 10 mph throughout the park.

**Golf Cart and Motor Vehicle Use.** No Golf carts are permitted on the Common Property, including the interior roads, unless they are occupied by a current member of the Association or their family member. No motorized vehicle may be driven on Common Property except by a person of responsible age in the sole discretion of the Board. Golf carts may be driven on Common Property by a person under sixteen years of age only if accompanied by an adult family member. Any motor vehicle considered a typical vehicle for highway use (i.e. cars, trucks, vans and motorcycles) can only be driven on Common Property by a person licensed for driving on public roads.

**Visitors under 16 years of age:** A Resident or adult Resident Visitor must accompany all visitors under the age of 16 who access the Common Property.

**Trespassers:** Residents are encouraged to bring to the attention of a board member any suspected unauthorized person within or on Common Property. The Board will verify the status of the person reported and take appropriate action if it is determined that they are trespassing. If a Resident assists in unauthorized access to Common Property, the Board may suspend the resident from use of Common Property for up to sixty (60) days for the first violation.

**Prohibited Conduct:** For the benefit of all those who enjoy the Subdivision, Residents and Non-residents using Common Property are prohibited from engaging in any of the following:

- (a) Use of loud, profane, indecent, suggestive or abusive language; physical abuse, threat, harassment or the like, against any other Resident or Guest.
- (b) Actions that result in unsafe conditions or practices; uncivil and discourteous manners; willful misconduct; or actions that unreasonably impair or put at risk the rights and privileges of other users.

**Improvements and damage.** No person shall erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the Common Areas or other property for which the Association holds the deed without the consent of the Board.

**Removal of Facility Property:** Items of property belonging to the Association are not to be removed from the facilities without the permission of the Board or its designee.

**Damage to Facility Property:** The persons using the Common Property will be responsible for any damage to Association property that arises out of that use that is not attributable to ordinary wear and tear.

**Loss of Personal Property:** The Association is not responsible for the loss of anyone's personal property while using the Common Property.

**County Codes:** Charlotte County codes and ordinances including but not limited to building, zoning and permitting apply in our subdivision. Violations of such that affect the Common Property are considered a violation of the Association and may be subject to suspension of privileges and fines.

**Litter, Trash, Garbage.** No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on Community Property except in the closed sanitary container provided near the Shuffleboard court.

**Parking:** Parking on the Common Property on the North end of Indiana Drive is limited to resident owners.

**Nuisances.** No Owner may cause or permit unreasonable noises or odors or commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests on Community Property.

**Road Maintenance and Non-Interference With Easements.** The interior roads and associated easements are the property of the Association. The Association reserves the right to mow and maintain these easements. Road easements are to be kept clear of trees, plants, material, vehicles, etc. Roads are patched by volunteer members. Members are responsible for damage caused by themselves, their guests and other drivers associated with their lot. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any improvement or landscaping located within the Common Property including storm water management. In no event shall an Owner interfere with the maintenance of an easement area.

**Mailboxes.** All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material which are located on Community Property shall be erected or permitted in only the location approved by the Board and must be constructed according to a size, design and material approved by the Board.

**Animals.** No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be allowed on Community Property. Vicious and nuisance pets are not allowed on Common Property, including roads and easements. Owners must remove all pet droppings from Common Property. Dogs must be accompanied by and under the control of their owner at all times on Common Property. Failure to comply with these rules is subject to fines, suspension of privileges and, if appropriate, reporting to the County. If, in the sole judgment of the Board it is determined that an Owner's pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is a source of excessive disturbance, annoyance, or danger to other Owners or Persons, the Owner shall take such action as the Board reasonably may require to eliminate the disturbance, annoyance or danger. The authority of the Board to restrict, prohibit, or direct the removal of any pet shall not be construed as imposing any duty on the Board to do so.

**Wild Animals.** Residents may not intentionally feed or entice wildlife into Community Property.

**Noxious Vegetation.** No Owner may permit the growth of noxious weeds or vegetation on the land lying between the street pavement and the front lot line of the Owner's Lot. The Association may impose a fine for each day this paragraph is violated.

**Signs.** No sign of any kind shall be allowed on Community Property except under any of the following circumstances: Directional or traffic signs may be installed by the appropriate governmental authority or by the Board, and entrance or other identification signs may be installed by the Board. One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner.

**Soliciting:** Unless authorized by federal, state or local law or unless specifically approved by the Board, soliciting, for whatever purpose, is not permitted on any Common Property within the Subdivision. Soliciting includes the leaving of fliers and samples at residences.

**Occupants Bound.** All provisions of these Rules and Regulations governing the conduct of an Owner shall also apply to all occupants of the Owner's Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

Lot Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Lot.

### ACCESS TO COMMUNITY PROPERTY

The Common Property is intended for the common use, enjoyment and benefit of the resident Owners. Subject to the limitations below and such limitations as may be imposed by the Articles and Bylaws, each Owner may delegate the right of enjoyment in and to the Common Property and facilities to the members of the Owner's family and guests.

1. **Property Owners.** All persons owning property as of the date of these Rules must register with the Board before October 1, 2024. All persons granted property ownership subsequent to the date of these Rules, must register with the Board before accessing Community Property. In the event there is a change in the contact information or occupants of a Lot (e.g., a sale, lease, death, or divorce) the Owner must immediately notify the Association of such change in writing. Registrations shall include but not be limited to; owners official contact information including email consent, if given, list of occupants to be granted access to Common Property, voting certificate, if required, signed acknowledgement of receipt of the Bylaws, Articles and Rules and agreement to abide by those said documents and registration fee. For owners existing at the date of these Rules the registration fee is waived.

2. **Guests.** A "guest" is defined as a person who enters upon the Subdivision at the invitation of a Lot owner or tenant, (or their respective families) for the purpose of visiting the Lot owner or tenant (or their respective families) or accessing the Common Property. Guest access can be suspended by the Board. Property owners will be responsible for fines assessed for violations incurred by their guests.

Guests other than family members must be accompanied by an owner unless the owner has previously received written permission from the Board.

Guests may not be an owner, family member, tenant or resident of a lot with outstanding dues, violations or fines.

Guests may not have previously violated a park rule unless they appeal to the board for eligibility and receive a letter of permission from the Board even if they are accompanied by a current member.

If a lot owner has surrendered their right to access Community Property pursuant to having a non-deeded resident on their lot, they may not access park facilities as a guest.

Guests must not create a nuisance or annoyance to other Subdivision residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.

3. **Leases.** For purposes hereof, occupancy of a Lot by a person or persons in the absence of the Owner, except for the spouse or immediate family member of the Owner shall be treated as a lease. The terms "Existing Lessor", "Existing Leases" and "Existing Lessees" apply for leases in effect as of the date of these Rules. The term "Land Contract" applies to a contract where there is a reasonable expectation that title will be transferred to the lessee. Lessees may apply to the Board for access to Community Property if all of the conditions below are met. The Board may charge an application fee. The fee is non-refundable if the application is rejected for failing to meet any criteria described herein excepting the percentage of lot density. Application fees are waived for Existing Leases. To be eligible for the Existing Leases exception, completed applications must be submitted within ninety days from the date these Rules are adopted.

Access can be denied or suspended by the Board pursuant to the Association governing documents. Property owners are responsible for fines assessed for violations incurred by their lessees and other non-owner residents of their lot.

- a. Lessees must be natural persons and reside under a lease or other written agreement with a minimum term of twelve months and for single family residential purposes, defined as follows: occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Lot, it being the intention of this provisions to prohibit occupancy of a Lot by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws.
- b. All leases of lots must be in writing and submitted to the Board.
- c. The lease must be for the owners' entire Lot.
- d. Only one application may be submitted for any Lot in a twelve month period.
- e. The owner of the Lot must surrender all rights associated to that lot for access to Community Property, including as a guest.
- f. The Board may not approve lessee Community Property access applications for more than ten percent of the total Lots in the Subdivision simultaneously, with the exception of applications submitted by Existing Lessors and Land Transfers.
- g. The leased Lot must be current with all payments to the Association.
- h. The owner(s) and lessee(s) must sign a declaration that they have read and will abide by all governing documents of the Association.

**Approval/Disapproval.** A proposed tenant may be disapproved by the Board for cause if the required minimum criteria below and in the governing documents are not met.

The owner has a history of leasing his Lot to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his Lot;

The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable rules and regulations;

The prospective tenant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

The prospective tenant has a history of conduct which evidences disregard for the rights and property of others; In the case of a renewal, the tenant has during previous occupancy, evidenced an attitude of disregard for applicable Rules and Regulations; and

The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.

**Dues.** The responsibility for paying Association dues shall not be delegated to the tenant, except as provided in Florida Statute 720 as same may be amended from time to time.

**Failure to Give Notice or Obtain Approval.** If an application is not given, the Board may expel or cause to be expelled the tenant from Community Property.

**Approval/Disapproval Notice.** Notice of approval or disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the application.

**Board Delegation.** The Board may delegate approval powers to an ad hoc committee, which shall consist of at least two (2) Board members and two (2) association members.

**Regulation by Association.** All of the provisions of the documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Lot as a tenant or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the owner's agent with the authority to expel the tenant(s) from Community Property in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Lot owners shall have a duty to bring his

or her tenant's conduct into compliance with the Bylaws or the Rules and Regulations by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Lot owner fails to bring the conduct to the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance. The Association shall have a right to recover any costs or fees, including attorneys' fees.

## **FINES, SUSPENSIONS OF PRIVILEGES AND HEARINGS**

### **Sanctions – Residents and Non-Residents:**

A violation of the Bylaws, Articles or these Rules may, after a hearing before the Board or its designee, result in sanctions, including but not limited to any or all of the following: Two Courtesy Notices prior to a Warning, Warning, a fine in such amount as provided in these Rules, and/or a suspension of Membership privileges, if the Board finds a suspension of Membership privileges to be reasonable and appropriate (i.e. access to Common Property, voting rights, quorum eligibility, and eligibility to be elected to an office or the board of directors) until the violation is corrected, the fine is paid and a new application for access is submitted and approved. Suspension of Membership privileges will not result in a reduction of any dues, fine, or fee incurred by or imposed on an Owner.

**Violation Notice and Hearing:** A fine or suspension levied by the Board may not be imposed unless the Board first provides at least 14 days' notice to the parcel owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, sought to be fined or suspended and a hearing before a committee of a majority of the Board members. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the date and location of the hearing. A parcel owner has the right to attend a hearing by telephone or other electronic means. The Board must send notice to the owner after the hearing to the designated email/ mailing address of the official records of the Owner detailing any applicable fines of any fine, sanction or suspensions the committee approved or rejected, and how the violation can be cured.

**Obligation to Enforce.** The Board may send a notice of violation for any alleged or observed Association governing document violations that they are made aware of occurring but the Board is not obligated to send a notice of violation unless it is voted on at a general meeting or a petition has been submitted and signed by twelve members with voting interests. Petitions must be submitted in writing to the Board of Directors stating: name(s) of alleged violator, date and location of incident, description of incident and name, address and phone number of the persons submitting the petition. There will be no response to anonymous allegations.

## **FINES, FEES AND INTEREST**

The fees the Board may levy for the list below will be the greater of the fee listed below or the maximum amount allowed by Florida Statutes or other administrative regulations as required for the operation of the Association, all as amended from time to time, if less than the fee listed below. The aggregate maximum fine per Lot is \$1,000 or the maximum amount allowed by Florida Statutes or other administrative regulations as required for the operation of the Association, all as amended from time to time, if less than \$1,000. The Board operates as the committee for determining fees and imposing fines.

### **Fees and Interest:**

1. Mandatory Annual Dues: \$50 per lot as stated in the Bylaws
2. Estoppel fee: \$50
3. New member registration (one-time fee): \$50
4. Lessee application for Common Property access (annual fee): \$100
5. Interest on delinquent payments (over 90 day): 18% per year

**Fines:**

1. **Speeding and Golf Cart and Motor Vehicle Use**
  - 1<sup>st</sup> Offense: \$50
  - For subsequent occurrences of the same offense within a 12 month period 2<sup>nd</sup> Offense: \$75
  - 3<sup>rd</sup> Offense: \$100
  - 4<sup>th</sup> and subsequent Offenses: As determined by the Board up to the maximum aggregate permitted by Florida statutes.
2. **Unauthorized Common Property Access:**
  - 1<sup>st</sup> Offense: \$100
  - For subsequent occurrences of the same offense within a 12 month period 2<sup>nd</sup> Offense: As determined by the Board up to the maximum aggregate permitted by Florida statutes.
3. **Other Violations:**
  - 1<sup>st</sup> Offense: Warning
  - For subsequent occurrences of the same offense within a 12 month period 2<sup>nd</sup> Offense: \$25
  - 3<sup>rd</sup> Offense: \$50
  - 4<sup>th</sup> Offense: \$100
  - For the 5<sup>th</sup> and subsequent occurrences of the same offense within a 12 month period, the Board may impose a fine up to the aggregate maximum allowed by Florida statutes.

**AMENDMENTS**

1. These Rules may be adopted or amended by a majority of the Board.
2. These Rules shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Articles and Bylaws or to comply with Florida Statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.