

**MOBEL AMERICANA RO ASSOCIATION, INC.
dba AMERICANA COVE**

RULES AND REGULATIONS

MARCH 18, 2019

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**MOBEL AMERICANA RO ASSOCIATION, INC.
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**RULES AND REGULATIONS
DRAFT 02/09/2016**

I. INTRODUCTION

The following Rules and Regulations of MOBEL AMERICANA RO ASSOCIATION, INC. ("MAROA"), dba Americana Cove, a Florida not-for-profit corporation, hereafter referred to as Americana Cove, have been adopted and published by the Board of Directors of Americana Cove, owner of the Community. As a condition of residency in Americana Cove, each individual gives up a certain degree of freedom. These Rules and Regulations and appendices govern the style and quality of living in our Community and are to be observed by all residents, including but not limited to all Members, Tenants, Renters/Lessees, Sub-lessees and their Guests under Florida Statutes as applicable. They will be applied in a reasonable and non-discriminatory manner. The Rules and Regulations are intended for us to live in harmony, to insure our safety and welfare, to enhance the value of our Community and for the efficient operation of Americana Cove.

The Community is to be operated as a retirement community. Therefore, at least eighty (80%) percent of the occupied units must have one person fifty-five (55) years of age or older. All other residents and occupants must be at least forty-five (45) years of age.

The Board of Directors may adopt and amend from time to time, reasonable rules and regulations governing the details of the use and operation of the Community. Residents shall be given a thirty (30) day notice of any changes in Rules and Regulations of the Community prior to their becoming effective, except for Rules and Regulations adopted as a result of restrictions imposed by a governmental entity and required to protect the public health, safety and welfare, which may be promulgated and enforced prior to expiration of the thirty (30) day period. A copy of all rules and regulations shall be posted in a conspicuous place in the Community.

For residents falling under Section 719 of the Florida Statutes, that is certificate holders, unless otherwise noted, all official notices, including but not limited to violation notices, instructions to the attorney and other official documents of the corporation, shall be under the signature of any of the officers of the Corporation, as per Article XIX, Section 19 of the Bylaws, and/or the Manager. However, the Manager may not sign or authorize any document that is reserved to the officers of the Corporation exclusively. Per 719.106 (1) (a) 2, Florida Statutes, as amended from time to time, complaints shall be submitted to the Management in writing. Management shall report to the complainant and the Board within (30) thirty days of receipt of the complaint. The board is only required to respond to one written **complaint** per unit in any given 30 day period. Incident forms are available at the business office, **gatehouse** and online.

II. DEFINITIONS

- A. MANAGEMENT - Management shall mean the professional licensed community association manager employed by the Board of Directors of the Corporation to manage the Community.
- B. CORPORATION - MOBEL AMERICANA RO ASSOCIATION, INC. dba AMERICANA COVE, a Florida not-for-profit corporation, is the owner of the park.
- C. COMMUNITY - MOBEL AMERICANA RO ASSOCIATION INC., dba AMERICANA COVE.
- D. MEMBER – Shall mean those persons entitled to membership in the Corporation as provided for in the Articles of Incorporation and the Bylaws, and who shall have purchased a Membership Certificate.
- E. RESIDENT - Members, Tenants, Renters/Lesseees and Sub-Lesseees of the Community.
- F. RENTER/LESSEE - An occupant of a home in the Community owned by the Corporation.
- G. TENANT - An occupant of a home in the Community who is not a Member, and who does not occupy the unit of a Member, but owns a home and occupies a site leased from the Corporation.
- H. SUB-LESSEE - A person or persons renting a private home in the community from either a Member or a Renter/Lessee for a stated period, and who have been approved by Management as Sub-lesseees.
- I. GUEST - A person or persons staying at a home in the Community as a guest of a Resident, whose stay does not exceed (30) thirty days in any consecutive twelve (12) month period. A qualifying guest may stay over (30) thirty days subject to registration and approval. **Guests with pets will refer to and comply with Section III, D-Animals, Article 10.**
- J. BOARD - The Board of Directors of the Corporation.
- K. VENDOR - Anyone who is invited into the Community for business purposes, by either management or residents.
- L. HOMESITE - That space/lot assigned to the **member** or Tenant **and which is limited to a five (5) feet maximum from any structure of the home.**
- M. PRE-OWNED - A home that has previously been owned by someone other than the current owner.

- N. COMMON AREA(S) - Shall mean and refer to all real property (including improvements thereon) now or hereafter owned by the Corporation which is not included in the Homesite, or as to which it has been granted easement rights, for the common use and enjoyment of the Members of the Corporation. Those areas include, but are not limited to, the clubhouse, atrium, pool, shuffleboard court, Founders Park, laundry areas, boat ramps, dog park, roadways, sidewalks and any property which extends beyond the five (5) feet belonging to the individual homesite.
- O. PARKING SPACE - Shall mean that space on the parking lots located on common areas, including, but not limited to the main clubhouse, atrium and office, at or near the docking areas, the laundry areas and the Founders Park area.
- P. PETS - shall mean only dogs, cats and birds.
- Q. PET SECTION – Shall apply to that area of Americana Cove to the south side of notices on Americana Drive.

III. RESTRICTIONS

A. ACTIVITIES

- 1) Definitions
 - a. Nuisance activity – an unreasonable or unlawful act that results in material annoyance, inconvenience, discomfort, or injury to another person (e.g., including but not limited to verbal and physical altercations). The unlawful use may involve doing something (e.g., piling garbage on Homesite) or not doing something (e.g., removing weeds). Common nuisances include, but are not limited to, the accumulation of junk, noise, dangerous buildings, and unsanitary conditions.
 - b. Improper conduct – any action or activity that is a violation of any federal, state, county or city law or regulation, a threat to health or safety of residents, an intentional violation of Community Rules and Regulations, or a criminal act.
 - c. Objectionable noise – noise that would fall under the definition of a nuisance activity would include, but not be limited to, use of machinery during quiet hours, barking as defined in Section III D 5 of this document, loud music, TVs, radios and parties, and revving of engines.
- 2) No unlawful or nuisance activity shall be carried on in any unit or upon the common areas. Improper conduct of any kind will be deemed to be a breach of the peace and will not be permitted. Safety of personnel and protection of property must be foremost in everyone's application of the Rules and Regulations as they apply to driving and any activities involving Community events. Safety rules will be posted in common areas.
- 3) No noise that is unreasonable and objectionable to neighbors is permitted at any time, particularly during the nighttime, between the quiet hours of 11:00 P.M. and 7:00 A.M.
- 4) Contractors may only work between the hours from 8:00 A.M. to 7:00 P.M. Monday thru Saturday. Prohibited on Holidays.
- 5) All recreational equipment, with the exception of golf carts, bicycles and tricycles such as, but not limited to, roller-skates, roller blades, skateboards, and hover boards are prohibited.

- 6) Drones and remote control model airplanes are prohibited.
- 7) The use of firearms, B.B. guns, air rifles, pellet guns, bows and arrows, fireworks or other similar dangerous weapons, projectiles or devices is specifically prohibited.
- 8) Fishing in the Community is allowed, subject to all state rules and regulations. Additionally, excluding fish, should a bird or other animal die or be injured as a result of negligence or abuse, the offence will be reported to the appropriate authorities.
- 9) Walking on the seawall is prohibited unless required for maintenance.

B. AESTHETICS

1. No unsightly condition shall be maintained in any exterior area. In general, no activity shall be carried out nor condition maintained by a resident, that is detrimental to the appearance of the Community.
 - a. Washing machines, dryers, refrigerators, freezers, water softeners, etc., are only permitted inside a home, utility room or enclosed porch. No sinks, stoves or other appliances shall be located on the outside of the home.
2. Garbage pickup will be curbside on Tuesday and Friday morning beginning at 8:00 A.M. except when there is a holiday, at which time the community Manager may change the day and/or time. Garbage must be placed in a properly fastened plastic bag.
 - a. Plastic garbage bags cannot be placed curbside prior to 7:00 am the morning of the designated pick-up.
 - b. Garbage placed in metal or plastic barrels with a secure cover may be placed curbside no earlier than 6:00 pm the evening prior to the designated pick-up.

Garden refuse should be bundled into manageable units, tied and placed curbside before 8:00 A.M. on Monday to be picked up. If garbage or garden refuse is not at curbside at the proper time and is not picked up by maintenance then it is the resident's responsibility to immediately take the garden refuse/garbage to the dumpster.

Larger items such as, but not limited to, furniture and kitchen appliances are to be brought to the North Side recycle area by the resident or their designee.

3. Used newspapers are to be placed in the recycle bins located at both waste disposal areas. Specified glass and plastic may be placed in the recycling bins at the Americana Drive disposal area. Aluminum cans and scrap aluminum may be donated for recycling and placed in labeled bins at both waste disposal areas.
4. The throwing or placing of garbage, refuse, trash, or any other matter into the canals, lakes or waterways, within or abutting the Community, is strictly prohibited.

C. ALTERATIONS AND MODIFICATIONS

1. All painting and exterior maintenance, upgrades, construction, alterations, improvements and additions must receive written approval of Management. Prior to any work commencing, a drawing must be submitted to the Architectural and Home site Committee (ARHC) who will then make recommendations for approval. Once approved by the Architectural Committee, it is then sent to the manager for approval and as well as one board member. The management will issue a Community building permit before any necessary permits through city or county will be issued. A copy of all permit(s) will be kept in the Resident's file at the office. All permits will be displayed on job site to be visible from the street. It shall not be the responsibility of the Corporation to ensure that all required building permits are obtained by Residents prior to work commencing.
2. No structure or building shall exceed the height of the side eave line of the home.
3. The color of siding, awnings, driveways, and trim must be preapproved by Management.
4. Outside lights and security lights shall be of a type and installation so that they are not objectionable to neighboring Residents and/or traffic.
5. A cable satellite dish, size determined by current industry standards for residential use and applicable federal, state, county and city laws, may be installed at the home site, for the homeowners use, as directed by Management. Once cable TV and/or a satellite dish has been approved and installed for TV and cable service, all unused TV antennas are to be removed within six (6) months from the date of installation of the new services.
6. Solar powered devices may be constructed on the roofs of homes, subject to all applicable federal, state and local laws and must have prior management approval.
7. No construction, improvement, alteration or change of any kind shall be made in the area between home space and waterway bank or seawall without the express written permission of Management.

D. ANIMALS

1. All animals, including pets, in the Community will be subject to applicable federal, state and local laws, including but not limited to Saint Petersburg city ordinances and must be registered with the Community Manager.
2. Residents are allowed to have pets in the Community as indicated in this section and in the "Definitions" section of the Rules and Regulations. Written management approval is required for all dogs brought into the Community, even if it is a replacement. Management shall have the final determination, based on federal, state and local laws, including but not limited to local city and county ordinances on the acceptability of any pet entering the Community.
3. Pet Limits – A total of two (2) pets per household are allowed in the Pet Section. A maximum of two (2) cats per household, totally housebound is permitted in the Community.
4. Cats – Indoor cats are permitted in the Community. All cats must be registered at the Community Office and with the City of Saint Petersburg and/or Pinellas County. Such registration, with the Community Office, shall include a photo, description (weight, breed, and color), record of current vaccines. At no time is any cat allowed to roam free, and when outside the home must be on a leash or contained at all times. Cats which are found to be roaming free will be trapped and taken to a shelter.

5. General Rules for all dogs - All dogs must be registered with the Community Office and the City of Saint Petersburg and/or Pinellas County. Such registration with the Community Office shall contain a photo, description (weight, breed, and color), record of current shots. All dogs are required to **have** an ID tag. Dog(s) must be leashed and under the control of its owner or owner's designee when outside the owner's residence. **Pet owners are allowed to exercise their dog throughout the pet section as long as the dog is leashed and kept within five feet from the road.** Bodily waste must be immediately picked up and properly disposed. Dogs will not be allowed to jump, snarl, or nip another person or animal. Animals will not be allowed to bark continuously, day or night, for a period of 10 minutes or intermittently for ½ hour or more. Failure of a Resident to comply with bodily waste, behavior, exercise, and excessive animal noise rules will result in notification of the Saint Petersburg Animal Control and/or Pinellas County Animal Services.
6. Pet Dogs – Pet dogs are only permitted in the Pet Section of the Community. Two (2) dogs per household are permitted. The weight of a single dog may not exceed 35 pounds. Pet dogs may be exercised only in the Pet Section of the Community. For the purpose of ingress and egress from the Community, dogs may be transported along Americana Drive between the Pet Section and the Community exit. Pet dogs are not permitted in the mail pickup area. Certain breeds of dogs shall not be allowed under any circumstances as pet dogs, including, but not limited to Pit Bulls, Chows, Wolf Hybrids, German Shepherds, Rottweilers, Bulldogs, Boxers, and Doberman Pinschers or any breed of dog trained as an attack dog.
7. Service Dogs – A “Service Dog” is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The rules for Service Dogs are defined by the Americans with Disabilities Act. Breed, size and weight limitations do not apply and Service Dogs are not limited to the defined Pet Section of the community. Service Dogs are not pets. If the need for the Service Dog is evident, no application for accommodation needs to be made.
8. Assistance Animals – An Assistance Animal “provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.” The rules for assistance animals are defined by the Fair Housing Act. Residents requiring an assistance animal, must submit an application obtained from the manager’s office for accommodation **and must be made/renewed every three years.** The request is to be completed by a health care or mental care professional (medical doctor, psychologist, licensed therapist, etc.) who has diagnosed the disability and prescribed the Assistance Animal in order to ameliorate the effects of the disability. The disability does not need to be disclosed. However, the application does need to state substantially as follows:
 - a. that the patient is a patient of the health care or mental care professional providing the letter.
 - b. that the patient’s condition meets the definition of “disability” in the Fair Housing Act, the Americans with Disability Act or the Rehabilitation Act of 1973.
 - c. that the health care or mental care professional understands the patient’s history and the functional limitations imposed by his or her disability.
 - d. that there is a relationship between the disability and the service, support, or assistance the Assistance Animal provides.

- e. that the health care or mental care professional has prescribed the Assistance Animal in order to ameliorate the effects of the disability and that the assistance animal is necessary to allow the patient an equal opportunity to use and enjoy housing in Americana Cove.
An Assistance Animal is not a pet and may be taken to any common area by the owner. When in a common area, Assistance Animals are required to be under the direct control of owner, leashed and on the ground or floor. Assistance Animals that are being disruptive (aggressively jumping, nipping, biting, excessive barking, etc.) will require the owner to remove the animal from the common area. Breed, size and weight limitations do not apply and they are not limited to the defined Pet Section of the community. If the Assistance Animal is not with the person with the disability, **the pet dog rules must be followed.**
9. Complaints - If three (3) written complaints **are received by management within a twelve (12) month period and cannot be resolved by St Petersburg Animal Control and/or Pinellas County Animal Services, and it is determined that such complaints are valid and true, the Resident will be asked to remove the dog from the Community within fourteen (14) days.**
10. Guests and invitees, except in cases of Assistance and Service Animals, may only bring their pets into the Pet Section of the Community. Residents are responsible for informing Guests and invitees of the current Rules and Regulations, and their expected compliance.
11. Feeding of strays, including, but not limited to, cats, birds and wild animals is prohibited.

E. LANDSCAPING - IRRIGATION

1. Each Resident is responsible for the care of their yard. Anyone not living in the Community on a twelve (12) month basis must assign a caretaker to weed beds and trim shrubs in their absence. Failure to do so within (30) thirty days of written notice will result in Management hiring someone to do the work. The Resident will be billed for such work by applying charges to the Resident's account.
2. The planting or removal of shrubs or trees must be done with prior written approval of Management. Shrubs, trees, lawn furniture, lawn ornaments and garden hoses must not interfere with the use of landscaping equipment. Landscaping must be maintained to enhance the appeal of the home and Community and shall not obscure other Residents' view to street, water or oncoming traffic and does not fully obstruct the windows of the home or extend into another resident's lot space. Sketches or specifications reflecting new or additional plantings must be submitted to Management for written approval prior to installation to facilitate both appearance and lawn mowing. Some species of trees and plants may be prohibited.
3. Removal and trimming of some trees require a county or city permit. Residents are responsible for obtaining all required permits for tree removal and trimming. It is not the Corporation's responsibility to ensure that all required permits are obtained.
4. Lawn mowing contractors shall mow within 6" to 8" of the home. Those Residents who want to mow their own yards are permitted to do so. Residents are responsible for close trimming around home and plantings. Lawns shall be kept free of weeds, fertilized, watered, trimmed, and edged.

5. Residents may not water with city metered water. Only well water may be used for irrigation purposes. Above-ground sprinkler systems, using well water, are allowed provided they do not interfere with lawn mowing. The Community reserves the right to impose watering restrictions on a pre-scheduled basis should a water ban be imposed by local, state or federal governments.
6. Each Resident is responsible for effective extermination of their Homesite to guard against the infestation of fungus, insects, mice, rodents and other vermin.
7. Yards and landscaping on a Homesite must be completed within sixty (60) days from the placement of a home thereon and must be properly maintained by the Resident.
8. New and existing landscaping and lawns are subject to written approval by Management and must be completed and maintained in conformance with a xeriscaping program and the Florida Friendly Landscaping program. When Residents seek approval, an appropriate drawing and design criteria must be submitted.
9. Grass and sod must be kept healthy and in good state of repair and free of weeds and fungus.
10. Yard ornaments are only permitted with written permission from Management, after submitting a drawing or specifications for approval. Yard ornaments referred herein include ceramic and other numerous and sundry items and paraphernalia commonly seen in many yards.
11. Vegetable gardens are permitted on the Homesite. Gardens shall not exceed two (2) feet in width and not exceed the length of any one side of the home. Gardens must have Management approved bordering blocks. Gardens must be maintained at all times by the Resident and cleared entirely when the vegetable-growing season is past or the resident leaves for any extended period of time.
12. Compost piles are prohibited because of health and sanitary reasons.
13. Residents must "call before you dig" at 811 about the location of underground utilities prior to any digging in excess of six (6) inches in depth.
14. Flower or window boxes or other attachments fastened to or protruding from the home or utility building are permitted, provided they conform to specific construction plans and have written Management approval prior to installation.
15. Compressors for central air conditioners shall be installed in accordance with applicable federal, state, or local laws and/or ordinances.
16. Rooftop air conditioners are prohibited.
17. Hitches are to be removed from the home or covered by installing a planter box matching the existing skirting of the home. The planter must be attractively planted with landscaping to screen the hitch from view.
18. No fences, barricades, decorative screening or carport enclosures of any type, which have not been approved in writing by Management, are permitted in the Community on any Homesite.
19. A flagpole may be installed on a Home Site with Management approval of location. One (1) flagpole is permitted. A second flag may be mounted on the home. Flagpoles must be straight and free from rust.
20. **No ornamental tree or shrub shall exceed the height of the side eave line of the home.**
21. In the event of severe weather, all loose branches should be removed so that they do not become hazardous projectiles and to prevent damage to utility connections. In addition, any fallen trees, limbs or debris must be immediately removed.

22. In the event of severe weather residents must properly secure all items on the Home Site so they do not become potential projectiles or a hazard to other homes and Residents in the Community. In the event of hazardous weather, the Residents shall be responsible for following all evacuation orders from local, state and federal governmental authorities. Please note that the common facilities of the Community are not deemed to be storm shelters. As such, Residents and Guests, if required to evacuate, shall vacate the Community completely and take up shelter in a properly designated location.
23. A home damaged due to hazardous weather conditions, storms, fire or other acts of nature shall be repaired to its original condition by the Resident or homeowner within thirty (30) days. In extenuating circumstances, such as unavailability of materials, an extension may be approved by the manager. Homes that are not repairable must be removed.
24. **Fruit tree approval must be submitted to the office prior to planting. Appropriate forms need to be submitted to the city by the office.**

F. LEASING AND RENTAL

1. Prospective Renters/Lessees, Tenants, and Sub-Lessees must make application for residency, pay the appropriate application fee, and have prior written management approval.
2. Prospective Renters/Lessees, Tenants, and Sub-Lessees must attend an orientation and be accepted in writing by the Management before occupancy. Prospective Renters/Lessees, Tenants, and Sub-Lessees must sign a copy of the Rules and Regulations that are in effect, acknowledging that they have read and understood the document and complete an Application for Residency.
3. Members and Renters/Lessees shall be responsible for all violations of these Rules and Regulations by any Sub-Lessees as though committed directly by Members and Renters/Lessees and Management shall direct its rent notices, complaints and other notices to Member and Renter/Lessee.
4. Members and Renters/Lessees shall be responsible for informing Management of their intention to sublease and for ensuring that an orientation for the Sub-Lessee is scheduled with Management and application fees are paid.
5. Renting or subleasing for less than six (6) months requires the payment of city, county and state taxes and/or fees by the owner.

G. LIABILITY FOR DAMAGE

Personal property, including homes, shall be at Resident's risk and the Association shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Community), earthquake and insect damage of any nature whatsoever. Residents agree to hold the Association and its agents harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, **their** family, licensees, invitees, or guests.

H. MAINTENANCE

1. The exterior of the home and **all elements of the homesite** shall be maintained in a neat appearance, including (but not limited to) painting and repair.
2. No aluminum foil, bed sheets, cardboard, etc., may cover windows of a home.

3. The exterior of the home **must** be washed annually.
4. Painting and exterior maintenance of homes, and exterior home upgrades including room additions, carport extensions, vinyl windows or windows to a screen room, must have prior written approval of Management.
5. The exterior surfaces of the home, including but not limited to the eaves, trim, skirting, and downspouts, **must** be kept free from mildew or discoloration.
6. Driveways must be kept free of grease, oil, and other surface debris. Management must approve the color of any driveway that is to be stained or painted.
7. Fruit trees on a Homesite must be stripped of harvest by the Resident prior to leaving for any extended period of time or during occupancy to prevent fruit from rotting on the ground and attracting fruit rats.
8. If metered utility boxes on a Homesite are screened with landscaping, the landscaping must not interfere with accessibility to these boxes.
9. Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Community. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities, change the direction of or obstruct or retard the flow of water through drainage channels will be permitted in, on or about those easements.
10. All homes must display four (4) inch house address numbers (not words), contrasting clearly with the background color on the street side of home closest to the street, for easy reading and easy location by emergency services. When awnings are lowered for a period of time, such as hurricane season, the street number is not to be hidden or obscured by the awning.
Waterfront homes with docks must display (4) inch house number on dock visible from the water.
11. Screened-in areas on the home must be kept clean and neat. Items such as clothes, boxes and accumulated clutter may not be piled so as to be visible from the street.
12. All docks shall be kept clean, in good repair, free of any trash. All items located on or by any dock must be safely secured. Permanent seating may be installed.
13. Failure to maintain the space/lot or exterior of the home in accordance with these standards will be handled through Section V of these Rules and Regulations.

I. OUTSIDE EQUIPMENT

1. Propane tanks are permitted in the Community and shall be operated in a safe manner according to manufacturer specifications, recommendations and guidelines.
2. Patios, carport, and surrounding areas must be kept clean and free from clutter. Notwithstanding the foregoing, Patio furniture, BBQ grills, trikes, bikes, and golf carts may be stored or kept on patios, carport and surrounding area.
3. Tools and ladders must be stored out of sight.

4. Propane or natural gas fire features are permitted. Commercially manufactured outdoor fireplaces and chimineas are permitted provided a permit is obtained from St. Petersburg Fire & Rescue and submitted to Management. The location of the outdoor fireplace must be at least twenty-five (25) feet from any structure and approved by Management. All restrictions of St. Petersburg Fire & Rescue, listed on the permit, apply and must be followed. These include, but are not limited to, constant attendance by a competent person until the fire is extinguished, a garden hose connected to a water supply or other fire-extinguishing equipment is readily available for use, and burning embers must be contained by the use of a screen lid or grate. Burning of treated wood, yard waste, paper, garbage or other waste material is prohibited. Residents may be required to extinguish an outdoor fire should their smoke cause a nuisance or health concern to others.

J. RESIDENTIAL USE

1. A person known to be convicted of a felony or who is on the Sexual Offender List may not reside in or visit the Community.
2. No home may be occupied on a permanent basis by more than two (2) adults per bedroom. However, guests may visit for a period of time not exceeding (30) thirty days in a twelve (12) month period.
3. All guests must be registered at the Community office prior to, or immediately upon arrival. Guests staying over thirty (30) days must complete an application for residency. Residents are required to acquaint all Guests with all conditions of residency, including but not limited to these Rules and Regulations. Residents are personally responsible for all actions and conduct of their guests and are liable for any damages to any property within the Community caused or contributed to by Guests.
4. Guests and Invitees being invited to attend Community activities and common facilities must be accompanied by a Resident or identified by a guest tag.
5. Any and all common and recreational facilities are to be used at own risk.
6. Permission, in writing, must be given by Management for Guests staying overnight in the absence of the Resident.
7. No home may be left in possession of anyone under eighteen (18) years of age.
8. No Resident or Guest may make use of vacant sites located within the Community for any purpose, **including parking.**

K. SIGNS AND ADVERTISING

1. No signs are allowed on any Home Site with the exception of real estate, rental or security company signs. During the period of time that the home is offered for sale and prior to an actual sale, one (1) sign may be placed on the Resident's home notifying the public that the home is for sale. This sign may be of a size not to exceed eighteen-inches by eighteen-inches (18" x 18") and shall be displayed in a neat and secure manner and located either on the front of the home, street side, or on the back canal side of the home.
2. No fliers of any type, including but not limited to, commercial, charitable etc. may be distributed in the Community by anyone, including Residents, without the prior permission of Management.

L. SMOKING

1. Due to health concerns arising from exposure to environmental tobacco smoke, Americana Cove is committed to providing a smoke-free environment for all residents, guests and employees. This rule covers the smoking of any tobacco product, including, but not limited to, cigarettes, e-cigarettes, cigars, and smokeless (or spit) tobacco.
2. Smoking is not allowed within any common facility, building, shuffleboard courts, mailbox area, and the swimming pool deck area at any time. Smoking will be allowed in designated smoking areas outside the buildings at least fifteen (15) feet from any entrance, exit or ventilation system.
3. All materials used for smoking, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers as provided.
4. Any violations will be handled through Section V of the Rules and Regulations.

M. USE OF COMMON FACILITIES

1. Consistent with Mobel Americana RO Association, Inc., Description of the Cooperative, Section 4(b), the Association may charge user fees or maintenance fees for the right of exclusive use of the common areas.
2. Residents may request exclusive use of a facility for a family gathering or similar event. Common Areas to be used for private functions will be limited to the atrium and/or clubhouse. Application must be made a minimum of fifteen (15) days prior to use with Management. Management will coordinate the date with the Americana Cove Association (ACA) subject to Article VIII, section 8.1 (u) of the by-laws. Regularly occurring events, as published in the Forecaster, will have priority. Resident memorial services will be given priority, without regard to being published in the Forecaster. All approved applicants are responsible for arrangements and rearrangement of tables and chairs before and after their function in the main clubhouse and atrium.
3. Residents and Guests will wear appropriate minimum dress to include but not limited to shirts and shoes or sandals when using the common buildings including, but not limited to the clubhouse, atrium, mailboxes, and laundry areas.
4. Guests under eighteen (18) years of age, when accompanied by a Resident, may use the Common Areas and/or Common Facilities of the Community.
5. The swimming pool is open daily from 8:20 A.M. to 10:00 P.M.
6. Adult Only swim times are Monday through Friday 8:20 A.M. to 10:30 A.M. and 2:00 P.M. to 4:00 P.M. Adult Only hours are suspended during the holiday periods of New Years, Easter, Thanksgiving and Christmas and will be posted by the Manager.
7. Residents and Guests swim at their own risk. When at the swimming pool, Guests under the age of eighteen (18) must be accompanied by an adult at all times.
8. No one is allowed in the clubhouse in a wet bathing suit.
9. Additional pool rules are posted at poolside and are to be observed.

N. VEHICLES AND PARKING

1. The speed limit within the Community is fifteen miles per hour (15 MPH) and is the maximum speed allowed. All drivers are required to travel at a lesser speed consistent with prevailing conditions, including but not limited to inclement weather and power outages and when near pedestrians, bicycle traffic or other non-motorized vehicles. Residents are expected to advise their Guests that no vehicle shall exceed the speed limit or fail to stop at a stop sign. Persistent offenders will be considered to be in violation of these Rules and Regulations and may face fines or other legal action.
2. Motorized vehicles, including but not limited to golf carts and scooters must observe the fifteen miles per hour (15 MPH) speed limit and all traffic rules. The use of lights is required at night. The use of proper signals is requested to insure safety for all.
3. Bicycle and tricycle riding on all sidewalks is prohibited.
4. Vehicles in the Community must be licensed for the current year. Inoperative vehicles are to be removed within fourteen (14) days of becoming inoperable. Vehicles may be towed at owner's expense if not removed within ten (10) days of Resident's receipt of Management's written notice of violation.
5. No parking is permitted on the street at any time, including the blocking of sidewalks (Fire Department regulation). Guests may use extra space in a Resident's carport that they are visiting if carport length is sufficient to prevent the vehicle from protruding into the street or sidewalk. Guests may also use designated extra parking spaces around the Community or at the clubhouse.
6. No vehicle parking is permitted in the following areas: clubhouse, north side and south side laundry areas, south side boat ramp and Founders Park between the hours of 10:00 pm to 7:00 am unless permission has been given and a temporary parking permit has been issued and placed on vehicle dashboard. Motor vehicles shall not park or drive on the grass, on common areas or on any vacant lot at any time, for any reason. All vehicles in violation will be towed at owners expense.
7. Golf carts, scooters, and powered chairs (unless meeting applicable ADA and FHA requirements) may not be operated by anyone under the age of (16) sixteen.
8. Residents are allowed to wash, wax and make minor vehicle repairs on their own vehicle in their own driveway or carport. The area must be kept neat, clean and orderly at all times.
9. Community storage areas are available on a first-come, first-served basis (annual fee required), only one (1) space per household. Only recreational vehicles such as boats and trailers, jet skis, motor homes, fifth wheels, box and utility trailers, and pop-ups will be permitted in the Community storage area.
10. Boats with open cockpits not in excess of twenty-one (21) feet and box/utility trailers may be stored on the Homesite providing there is carport or driveway space left for a car.
11. Without the written approval of the Management, nothing larger than a pick-up truck, with a cab high shell, will be allowed to park in the carport or driveway at the Homesite.
12. Moving trucks or vans may be temporarily placed on the street for the sole purpose of being loaded or unloaded. Moving trucks or vans being loaded or unloaded may not be parked on the street overnight. Length limitation requirements on trucks need to be cleared through the office before scheduled move or deliveries

13. Portable moving and storage containers (PODS) may be loaded or unloaded at the Home Site and must be placed in the carport or on the driveway. Notwithstanding the foregoing, PODS must be removed within 5 days.
14. Long term parking in the north or south boat ramp areas is prohibited except in designated spaces. Notwithstanding the foregoing, no vehicle may be parked in the north or south boat ramp areas for more than twenty-four (24) consecutive hours, unless approved by management. **All vehicles in violation shall be towed at owners expense.**

O. VENDORS – COMMERCIAL ENTERPRISES

1. No Resident may engage in any type of commercial business in the Community that would require users of the business to enter the Community.
2. No garage, rummage, patio, yard, or estate sales, including those conducted over the Internet in lieu of these types of sales shall be permitted.
3. Any vendor doing work on Community property or at a Home Site is to be licensed, insured and registered with Management. Failure to do so will result in being denied entry into the Community.
4. It will be the responsibility of the Resident to see that anyone performing work at his/her Home Site has proper authorization from Management prior to soliciting a bid or commencing work. The Association assumes no liability, expressed or implied, for the quality of the work performed by contractors hired by the Resident or for any damages sustained.
5. Trades people making deliveries or vehicles for transportation are allowed in the Community, provided they register at the entry gate.
6. No commercial door-to-door solicitation is permitted in the Community. No fliers of any type, commercial, charitable, etc., may be distributed by anyone, including Residents, without the express written approval of Management.

IV. COMPLIANCE

All provisions of the Shareholder cooperative documents and the Tenant prospectus are enforceable and are the restrictions with which each resident and their guests must comply. No resident is permitted to disrupt the integrity of common living by violating the rules and regulations. Restrictions limiting the use of cooperative property and restrictions created for the benefit of all residents are enforceable by every Member and Tenant, the Board and the Community Manager.

V. MEMBER/TENANT VIOLATIONS

- A.** A violation on any of the documents of the Community, including the rules and regulations, may be grounds for assessment of a monetary fine (719.303 (3a)). No fine may be more than \$100 per violation. A fine may be levied on the basis of each day of a continuing violation provided that the aggregate does not exceed \$1000.

- B. When a violation occurs, a written notice will be sent stating the act or alleged violation and specific reference to the rule or paragraph prohibiting the conduct. A (10) ten day notice for Members (Certificate holders under Florida Statute 719; See MAROA Bylaw Article XII, Section 12.1) is given for the violator to provide an explanation, or to correct the situation. No fine is levied for the first notice unless the Board determines the nature of the violation is such as to be best deterred if a fine is imposed for the first violation.
- C. If the violation has not been corrected or explained within the allowed time period a second violation notice, with a fine levied, will be sent to resident by certified mail, return receipt requested. The violator will be provided fourteen (14) day notice of the impending sanction and given the opportunity for a hearing before a committee of owners.
- D. The association may suspend the right of a Member or Member's Sub-Lessee or Guest to use the common elements, common facilities, or any other association property for failure to comply with any provision of the documents or reasonable rules of the association.
- E. If a Member, who has been levied a fine, is more than ninety (90) days delinquent in paying a monetary obligation, the Association may suspend the right of the Owner or Occupant, Lessee, or Guest to use the common elements or any community facility until the monetary obligation is paid in full.
- F. Member voting rights may also be suspended. The hearing and notice requirements do not apply.
- G. Architectural modifications installed without Management approval or permits are subject to removal at Resident's expense.
- H. When efforts to achieve voluntary compliance are unsuccessful, formal enforcement may be used. This may be 1) voluntary mediation; 2) mandatory, nonbinding arbitration; or 3) filing of formal legal proceedings in Circuit Court.
- I. In addition to the foregoing remedies, in the event of a violation of these Rules and Regulations, the Community shall have any and all remedies provided to it by law or in equity to enforce compliance as well as ones provided to it by its governing documents.

VI. RENTER/LESSEE VIOLATIONS

Florida Statute Chapter 723.061 will be followed for violations. When a violation occurs, a written notice will be sent stating the act or alleged violation and specific reference to the rule or paragraph prohibiting the conduct. **Notice of seven (7) days** is given to the Residents for the violator to provide an explanation or to correct the situation.

No rule or regulation shall provide for payment of any fee, fine, assessment, or charge, except as provided in the prospectus of offering circular filed under s723.012, if one is required to be provided, and until after the community owner has complied with the procedure set forth in s723.037. The appropriate remedy for unresolved violations against the renter/lessee of the community is eviction.

VII. GENERAL INFORMATION

- A. All homes shall have displayed the proper home decal(s) for the current year that is issued by the State of Florida. Residents shall be responsible for maintaining compliance with all applicable state and local laws for the home and accessory buildings.
- B. Maintenance requests that are the Community's responsibility, except in cases of emergency, shall be submitted in writing and directed only to the Community office.
- C. Notice Boards are available at the Clubhouse and at laundry areas for posting articles for sale, rental of homes, social events, etc. Notices of an article for sale or an event may be displayed at the appropriate board on a three-inch by five-inch (3" x 5") card or paper. Notices must be dated and may not be posted for longer than thirty (30) days. No outside commercial advertising is allowed.
- D. No door-to-door solicitation is permitted in the Park. This shall not be construed to infringe upon the rights of any Resident to canvass other Residents for the purposes described in Section 723.054(3) or Section 719 Florida Statutes.
- E. The official bulletin board of Americana Cove shall be the bulletin board near the main entrance to the clubhouse, and designated as such at the site.
- F. All Rules and Regulations are posted at the Clubhouse. These revised Rules and Regulations take the place of the Rules and Regulations published which became effective on **March 16,2016**.

March 18, 2019