



# Sea Horse Park Homeowners Association, Inc.

## Rules and Regulations

Amended: March 26, 2023



**Sea Horse Park Homeowners Association, Inc.  
Rules and Regulations**

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The following are the Rules and Regulations of Sea Horse Park, a Condominium (the Park). So that we may enjoy a secure, well maintained and enjoyable community it is important that all Unit Owners, Residents, Guests and Renters adhere to and abide by these Rules and Regulations at all times. The Rules and Regulations are enforced by Sea Horse Homeowner's Association, Inc. (the "Association").

## **1. Residency**

- A. All dwelling units in the Park must be occupied by at least one person fifty-five (55) years of age or older. All other occupants of the dwelling units in the Park must be forty-five (45) years of age or older.
- B. Heirs and beneficiaries of approved Unit Owners who have title to a Unit, but do not meet the age requirements, may occupy it providing does not cause the Park to have fewer than 80% of the total number of dwelling Units occupied by at least one (1) person fifty-five (55) years of age or older.
- C. All prospective unit owners, lessees or renters of each unit in the Park must submit an application for residency and be screened and approved in accordance with the Park Rules and Policies regarding "Approval of Occupants". Any new permanent resident who intends to reside in the Park to live with a Unit Owner must be screened and approved.
- D. A Unit Owner who rents or leases his Unit to another party relinquishes all of his or her rights to use the Park amenities while his or her Unit is rented or leased. The Unit Owner also relinquishes all of his or her rights to the use of the rented or leased Unit which includes dock privileges
- E. Docks may be utilized by the residents of the Unit or family members only.
- F. Unit Owners and Family: Unit Owners, whether or not present at the Unit, shall be allowed to have the following persons occupy the Unit on a permanent basis, all with the prior written permission of the Association, which permission may be based upon standards established and adopted by the association, but which shall not be unreasonably withheld.
  - Spouse ( whether or not in title to the Unit Owner's Unit;
  - Children, grandchildren and direct descendants who are 55 years of age and older;
  - Parents, grandparents and ascendants who are 55 years of age and older;
  - Other persons who constitute part of the Unit Owner's family unit;
- G. Caregivers and Medical Providers: Unit Owners present at the Unit who have provided evidence of medical need shall be allowed to have caregivers, nurses and other medical providers occupy the Unit on a temporary basis, with the prior written permission of the Association, which permission may be based on standards established and adopted by the Association, but which shall not be unreasonably withheld. A caregiver, nurse or other medical providers may not occupy the Unit in the absence of the Unit Owner.



## **2. Guests:**

- A. Unit Owners (who are present/whether or not present) at the Unit may have guests at the unit for up to a total of thirty (30) days annually per rolling year in a 12 month period. A guest is any person who is not a family member as defined in section 1(F), an approved caregiver or medical provider as defined in section 1(G), or an approved lessee or renter.
- B. All children under fourteen (14) years of age while in the Park **MUST** be accompanied by the Resident or Parent when using the Park facilities and amenities. The resident or parent will be responsible and accountable for their actions.
- C. It is the responsibility of the Unit Owner that is renting or leasing their Unit to have a copy of the Rules and Regulations posted or left openly in the Unit. The Unit Owner should encourage the renter or lessee to read and abide by those rules.
- D. Guest of residents shall not bring their own guests.
- E. The following occupancy restrictions apply only to Renters, Lessees and Tenants. When the Renter of a Unit is not present the number of guests is restricted to a maximum of four (4) guests occupying the unit at a time. A guest is any person who is not a family member (for example Spouse, Children, Parents), an approved caregiver or a medical provider (as defined in Section 3 "CAREGIVERS"), or an approved lessee, renter or tenant.

## **3. Caregivers**

- A. Unit Owners, lessees or renters who are disabled and who require live in assistance will have their request for the occupancy of a caregiver upon submission and approval for authorization for a caregiver. This application must be supported by documentation submitted by a licensed medical provider verifying that they have a disability recognized by state and federal law.
- B. The Unit Owners must complete a caregiver form which can be obtained from the Office. In addition, the caregiver must also submit an application for temporary residency and be screened and approved in accordance with the Park's Rules and Policies regarding approval of applicants.
- C. In order to qualify as an occupant under the above referenced exception to the occupancy rules, the Owner, Renter or Lessee must be residing within the unit for the caregiver to qualify. The death or absence of the qualifying Unit Owner, renter or lessee will result in the immediate rescission of the occupancy.
- D. Approval or rejection of such requests shall be in writing by the Board of Directors to the individual who made the request.

## **4. Maintenance Requests**



- A. All requests pertaining to the Park should be directed to the Board of Directors of the Association and must be in writing and signed by the Unit Owner making the request.
- B. Requests may be mailed or delivered to the Office.

## 5. Maintenance Fees

- A. Maintenance fees are due at the Office on or before the third (3<sup>rd</sup>) day of each and every month, and must be paid within five (5) days from the due date.
- B. If maintenance fees have not been paid by the fifth (5<sup>th</sup>) day from the due date, a twenty-five dollar (\$25.00) late fee and interest will be charged against the Unit in accordance with the Declaration of Condominium and Florida law.
- C. In the event that a monthly maintenance fee check is returned by the bank for any reason and this returned check results in the maintenance being late, the Unit Owner will be charged a late fee as per 5(B).

## 6. Conduct

- A. Improper conduct of any kind will not be tolerated in the Park.
- B. Alcoholic beverages may be consumed in moderation in the Recreation building on social occasions.
- C. Be considerate of your neighbors and keep the volume of radios, televisions, stereos, etc. to a reasonable level. Quiet time is between 11:00 pm and 8:00 am. **There will be no use of power tools in Sundays with the exception of dire emergencies.**
- D. Respect your neighbors' privacy and **do not use their lot as a short cut.**
- E. Smoking is not permitted in the clubhouse or laundry room.

## 7. Flammable Fluids

- A. Gasoline, kerosene, and other combustibles are not to be stored under the mobile home.
- B. Do not store flammable liquids in glass containers at any time.

## 8. Trees

- A. Before any trees may be planted, special permission must be obtained from the Board of Directors or the Maintenance Director, so that it can be confirmed that utilities will not be affected negatively.
- B. Unit Owners of existing Norfolk Pines must make sure that they do not exceed a maximum height of six (6) feet.
- C. No trees are to be removed, trimmed or relocated except as allowed by local, county or state laws and ordinances.



- D. Government permits are required by law to install or remove trees. The Unit Owner is responsible for obtaining all necessary government approvals for removal of trees on his or her property.
- E. If a tree constitutes a safety hazard, upon written application by the owner, the Board of Directors will consider assisting in the cost of removal.

## **9. Garbage**

- A. All household garbage must be wrapped and deposited in an appropriate closed container and container must be kept clean.
- B. No household garbage must be left at the curb in plastic bags, nor placed in the Park dumpster. Such garbage in the dumpster will result in a \$25.00 dollar fine for each infraction.
- C. Unit Owners must provide a closed garbage container for renters and lessees

## **10. Pets**

- A. Pets of any kind are not permitted in the Park.
- B. No feeding of wildlife (birds and animals) is permitted in the Park.
- C. Service Animals may be permitted in the Park if the Unit Owner, lessee or renter provides appropriate medical documentation.
- D. Comfort animals may be permitted in the Park if the Unit Owner, lessee or renter provides medical evidence accordingly. Unless justified, the Unit Owner will not be able to take the animals to common property. This would include the pool area and Recreation Building.
- E. Comfort animals cannot exceed a weight limit of twenty-five (25) pounds.
- F. Both Service and Comfort animals must be leashed or be thoroughly voice trained.
- G. Service and/or Comfort animals engaging in excessive barking or other noises will have to be removed from Sea Horse Park.
- H. The owners of service or comfort animals must provide the office manager with copies of all updated licensing and inoculation documents.

## **11. Soliciting**

- A. Solicitation and peddling of products or service by any kind by non-residents is prohibited. If a company is soliciting products or service in the Park, report the name and phone number, if available, to the Business Office.
- B. Residents have the right to canvas, solicit and assemble as provided by law.

## **12. Water**

- A. The Association currently supplies the Units with St Petersburg City water. Units Owners must be aware that water is expensive and restrictions are being imposed on its use by the



Regional Water Authority and everyone's cooperation is needed so as to not waste this commodity.

- B. All leaking faucets and toilets must be fixed immediately as they cost the Park money and waste a most precious resource.
- C. Pinellas County watering restrictions must be adhered to.
- D. When leaving your home for a period of one week, or more, the Unit Owner should turn off the water supply and water heater in the unit. The Association is not responsible for damage caused to an owner's unit due to the failure of the unit owner turning off his or her water supply and water heater when out of town or away for the off-season.

### **13. Sewers**

- A. The main sewer lines are common property owned and maintained by the Association.
- B. All lines from the main lines connecting into the mobile home or any other Building on the Owner's lot are owned and are to be maintained by the Unit Owner.

### **14. Laundry**

- A. Commercial washers and dryers are available in the Laundry Room.
- B. The laundry room is open between the hours of 8:00 am and 10:00 pm, seven (7) days a week.
- C. Drying lines are available between the same hours.
- D. No clothes are to be left on the lines overnight.
- E. No permanent or temporary drying lines are permitted on Unit Owners lots.
- F. No laundry shall be hung on mobile home lots or sites outside the mobile home, except that folding-rack type clothes lines may be used to hang bathing suits and towels, so long as the clothes line is taken down and stored when not in use.
- G. Bath towels or bathing suits shall not be left on the clothes lines overnight.

### **15. Property Maintenance**

- A. The Park provides grass-cutting as part of the monthly maintenance fee.
- B. Unit Owners must obtain written permission from the Board of Directors for the placement of lawn ornaments or other permanent structures on the lawn so that there is no interference with mowing and lawn maintenance.
- C. Each resident is required to keep planters, shrubs and flower beds weeded and trimmed and their lot in neat order at all times.
- D. It is the responsibility of the resident who will be out of town for extended periods of time to make arrangements and keep their lot neat and orderly at all times.



- E. If a residential lot is not kept properly, the Board of Directors reserves the right to have such work done as necessary and bill the resident.
- F. Decorative stone properly contained may be used in lawn areas with Board of Director approval.
- G. Fruit trees are to be maintained all year by ensuring that fallen fruit is picked up routinely.
- H. Lots must be left in a clean and neat order if any home is removed and not immediately replaced.

## **16. Recreation Areas**

- A. The Pool, Shuffleboard Courts, common property and the Boat Ramp are only for the use of Park residents and their guests.
- B. The Recreation Hall may be used by Unit Owners, Lessees or Renters for private functions depending on availability. It is the responsibility of the respective Unit Owners to ensure that the Recreation Hall is left in a clean and orderly manner.
- C. No parking of vehicles or boat trailers at any time in the boat ramp area without express written permission from the Board of Directors.

## **17. Speed Limits / Parking**

- A. The speed limit in the Park is ten (10) miles per hour (mph).
- B. People reportedly speeding within the Park should be reported to the Board of Directors in either written or verbal form.
- C. All vehicles must be parked in their Unit Owners driveway or in a designated area.
- D. No street parking is permitted at any time except for delivery, pick-up or short time visitors.
- E. Parking on concrete patios or on permanent grass areas is not permitted at any time.
- F. Do not park on other residents lots without their express permission.
- G. Only vehicles with two (2) axles are permitted at or on the mobile home site. This rule does not apply to third-party service providers such as utility companies and licensed contractors while performing services in the Park.
- H. A limited number of parking spaces for Guests are available in the front of the Park Office.

## **18. Construction**

- A. Additions of new docks and any external add-ons to existing Units or to the property must be approved by the Board of Directors.
- B. When required by the Board of Directors or the County, a survey must be made by a registered land surveyor showing the location of the property lines and the buildings.
- C. A Plan along with the intended changes or new construction plainly marked on the Plan must be submitted to the Board of Directors at least five (5) days before the next Board of Directors



meeting, when requesting approval and before any such work is started. The Unit Owner must adhere to the plan as approved by the Board of Directors. If there are any changes or alterations to the Plan, it must be resubmitted by the Unit Owner to the Board of Directors for approval.

- D. Unit Owners must obtain a permit from the applicable government entity for all work required by law to have a permit.
- E. New construction must not encroach upon any common property. Example: Docks must not be constructed over seawalls. The exception to this would be electrical and water lines which run over the seawall cap.
- F. Unit Owners will be financially responsible if such electrical or water lines have to be removed for seawall repair.
- G. Porches, awnings, carports and storage cabinets must be fastened to a full concrete base.
- H. Uniform skirting is required around all mobile homes and Florida rooms.
- I. Construction of fences is prohibited.

## **19. Driveways**

- A. Any resurfacing of an existing driveway or construction of a new driveway must be done with either asphalt "hard material" or concrete.
- B. Gravel is not acceptable or permitted.
- C. The replacement of asphalt in a driveway must be done with concrete.

## **20. Electrical Service**

- A. Electrical service is provided by a public utility company.
- B. A public utility company is responsible for the electrical lines to the service pole.
- C. The Unit Owner owns and must maintain the electrical line from the disconnect device to the home including any outside receptacles or utility shed connections.
- D. The Park initially provided a 60 amp service box to each unit. If repair or replacement is required or a larger service is desired or needed (for instance a 100-200 amp), it must be provided by the Unit Owner at his or her own expense. This could include a separate service pole to support the larger conduit and other equipment.
- E. The Unit Owner must contact the utility company directly about obtaining service and to determine what services and equipment the utility will provide.
- F. Inspection of this work by the appropriate government authorities should be arranged by the Unit Owner or the electrical contractor to ensure the work complies with governing codes, statutes and ordinances.

## **21. General Maintenance of Units**



- A. All Unit Owners are expected to continually maintain their homes in a satisfactory condition, to include removal of all mold and mildew.
- B. The Board of Directors will give written notice to any Unit Owner whose home fails to meet satisfactory standards and the Unit Owner shall have thirty (30) days thereafter to make the repairs and/or corrections necessary.
- C. Should the Unit Owner fail or refuse to make such changes or corrections, the Board of Directors will consider this a violation of the Rules and Regulations and deal with it accordingly.

## **22. Property Transactions**

Any Unit Owner considering a property transaction which includes a sale, lease, rental or other transaction "MUST":

- A. Notify the Park Office of the intended transaction before any public notice is made.
- B. In the case of a sale or rental, only one (1) sign no larger than 18 x 24 inches is to be placed in the window of the home or in a metal frame placed in the yard immediately in front of the flower bed of the home. The top of the sign is not to exceed 36 inches from the ground. Only commercial type or professionally made signs are allowed (no homemade signs). Florescent colored signs are not permitted.
- C. A transfer fee of One Hundred Dollars (\$100.00) must be paid by the applicant to the Association before written approval for the transfer of title will be given.
- D. Notice to the Association of a transfer or any interest in the property must be accomplished as set forth in the Declaration of Condominium titled Maintenance of Community Interests. All property transactions, sales or leases must be duly authorized on the approved form by at least two (2) members of the Board of Directors or a designate of the Board. **NO DEVIATION FROM THIS POLICY WILL BE ACCEPTABLE FOR ANY TENANCY.**
- E. An Owner, other than the Association, shall not be entitled to own more than two (2) Units in the Sea Horse Mobile Home Park.
- F. The potential owner must achieve a credit rating of \$640 to be approved for a property transaction

## **23. Responsibility**

- A. The Association assumes NO responsibility for loss or damage to your mobile home.
- B. The Association does not assume the position of Bailee, Insurer or Caretaker of the mobile home, accessories, contents or personal belongings kept on such lot and disclaims any or all responsibility for loss or damage unless caused by negligence of the Association or its agents.



- C. The various service and recreational facilities in the Park are provided for those who wish to use them with the understanding that they use them at their own risk. Any inappropriate behavior will not be tolerated.
- D. Unit Owners are encouraged to leave a copy of their keys at the Park Office to be used in an emergency only.
- E. For other purposes, keys will not be released without the express written authorization of the Unit Owner, or by properly identifying yourself to the Office Manager during normal business hours to authorize providing the key to another person.
- F. If keys are left at the Park Office while a home is left unoccupied, it is understood that checking any home for any leaks, etc. is merely a matter of courtesy. No part of the maintenance fee is for this service and there is no responsibility on the Park to detect any problems.

## **24. Renters**

- A. All rental or lease agreements shall be for a minimum of one (1) month and a maximum of six (6) months and one (1) day in any one (1) calendar year.
- B. Unit Owners must provide to the Office at least thirty (30) days prior to the rental date the following information:
  - 1. Renters name, age and number of renters to reside in the Unit
  - 2. Date of arrival.
  - 3. Date of departure.
- C. All Renters are subject to the Rules and Regulations of the Park, including adherence to the governing documents of the Association.
- D. The Association reserves the right to charge a fee for each potential Renter, to perform a screening check, which may include but not limited to a criminal background check. In addition, the Association reserves the right to interview and approve or disapprove all prospective Renters and Guests, to require written applications; to require a written lease agreement and to require completion of a census form, including but not limited to proof of age.
- E. The following occupancy restrictions apply only to Renters, Lessees and Tenants. If a Unit contains one (1) bedroom, then not more than four (4) persons shall occupy or reside in the Unit at a time. If a Unit contains two (2) bedrooms, then not more than six (6) persons shall occupy or reside in the Unit at a time.

## **25. Swimming Pool Rules**

The swimming pool is for the use of Unit Owners and authorized Renters, Lessees and Guests only. The Rules governing the activities and use of the pool are as follows:



- A. Any misuse of the pool could result in the forfeiture of the right to use the pool.
- B. Food and drink, including alcoholic beverages, are allowed in the designated area at the south end of the pool. Only water can be consumed on the pool deck.
- C. No glass containers are allowed in the pool area. Only plastic and non-breakable containers are to be used in the pool area.
- D. Smoking is not permitted in the fenced-in area of the pool.
- E. Children under fourteen (14) years of age must be accompanied by an adult for safety reasons.
- F. Guests of residents are not permitted to bring their own Guests.
- G. Large floats, cushions or balls shall NOT be used if more than five (5) people are in the pool.
- H. Shoes are not to be worn on the concrete pool deck; shoes are to be left at the three entry-exit points of the pool.
- I. Infant children entering the pool must wear pool pants. No diapers permitted.
- J. Kleenex or tissues of any kind are not allowed in the pool area.
- K. Pool hours and other pertinent information will be posted at the pool.
- L. Health regulations require a shower be taken before entering the pool.
- M. SWIM AT YOUR OWN RISK. It is an unsupervised pool.

## **26. Changes in Park Rules and Regulations**

Rules and Regulations by the Park may be amended, changed or modified by the Board of Directors in accordance with the bylaws. Written notice of any changes will be given to all Unit Owners.

## **27. Park Equipment**

- A. Use of the Park equipment is restricted to Unit Owners, Renters and Lessees only.
- B. A "Tool Use Sign-Out Log" is kept within the Maintenance Shed which must be completed and signed prior to any use of Park equipment.
- C. Anyone using Park equipment does so at his or her OWN RISK.
- D. The Association expressly disclaims all responsibility for injury, loss or damage caused to anyone by the use of Park equipment by anyone other than the Association employees or authorized agents.
- E. The Association expressly disclaims any warranty of fitness of any Park equipment for any particular purpose.
- F. Unit Owners in the park will have an opportunity to obtain disposed Park equipment if it is still functional.

## **28. Recreation Vehicles, Boats, and Automobiles**

- A. Only Unit Owner's Recreational Vehicles ("RV's") are permitted in the Park.



- B. Owner's RV's and boats may be parked in front of mobile homes only twice a year for loading and unloading purposes, not to exceed seventy-two (72) hours each time.
- C. At all other times, RV's must be parked off-site at Unit Owners expense.
- D. For the purpose of this rule, RV's shall include Slide-on Campers, Tag-a-Longs, Fifth Wheels, Motor Homes, Travel Trailers. Etc.
- E. Residents, Renters and Lessees are not allowed to do major repairs to cars, boats, motorcycles, or any other Recreational vehicles on their property.
- F. Construction of boats or any similar device is not allowed on residential lots.
- G. Boats stored on a residential lot must be kept on a trailer and stored under a car port.
- H. Empty boat trailers stored on a residential lot must be stored under a carport.
- I. Motorcycles must have stock mufflers that are kept in good repair and without any excessive noise.
- J. Recreational vehicles that are a duo-purpose van and RV may be used by the Unit Owner. This RV must be no longer than a standard Van.
- K. Residents, Renters, Lessees and guests are not permitted to live in a recreational vehicle in the Park. If it is determined that a Unit Owner, lessee or renter is using their recreational vehicle as a dwelling, the Unit Owner will be barred from keeping the RV on the Park property.

## **29. Right of Access**

- A. Pursuant to Florida Statutes Chapter 718, the Florida Condominium Act, the Association has the "irrevocable right of access to each unit during reasonable hours, when it is necessary for the maintenance, repair, or replacement of any common elements or any portion of a unit that is to be maintained by the Association. In accordance with the Declaration, it is necessary to prevent damage to the common elements or to another unit or units".

## **30. Levy of Fines Against Units by the Association**

- A. Pursuant to the Florida Condominium Act, Florida Statutes Chapter 718.303, the Association may levy reasonable fines against a condominium Unit Owner for failure of the Unit Owner on the unit, or its Occupant, Licensee, or Invitee, to comply with any provision of the Articles of Incorporation, Bylaws, Declaration of Condominium, or reasonable Rules of the Association.
- B. A fine will not become a lien against a Unit, unless otherwise provided by Florida law.
- C. A fine may not exceed \$100.00 per violation.
- D. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall, in the aggregate, exceed \$1,000.00.
- E. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, it's Licensee or Invitee.



- F. A fine or suspension may not be imposed unless the Association first provides at least 14 days written notice and an opportunity for a hearing to the unit owner and, if applicable, its Occupants, Licensee or Invitee. The hearing must be held before a committee of other Unit Owners, a Fines Committee, who are not board members nor persons residing in a member's household. If the committee does not agree, the fine or suspension may not be imposed.