

SAGO POINT HOMEOWNERS ASSOCIATION, INC.
9736 Sago Point Drive
Seminole, Florida 33777

**SAGO POINT
Homeowners Association
Rules and Regulations**

**ACTION OF BOARD OF DIRECTORS
Of
Sago Point Homeowners Association, Inc.**

Pursuant to Sections 607.0801(2) and 617.002, Florida Statutes, the undersigned constituting the Directors of the SPHOA, do hereby consent to and adopt the following resolution, and direct that this resolution herein be filed with the minutes of the proceedings of the Corporation:

BE IT RESOLVED THAT the attached Rules and Regulations for the SPHOA are hereby adopted as of March 1, 2017 and replaces all previous editions.

Members of the 2017 SPHOA Board of Directors

Tara Kearney – President – sagopointboard1@gmail.com

Bill Roberts – Vice President – wjrnfla@aol.com

Jean McDonald – Treasurer – jeantorell@aol.com

Cheryl Moss – Secretary – ajmossairdoc@gmail.com

Lori Hubbard – Director – dhubbard@tampabay.rr.com

IMPORTANT--- PLEASE STORE THIS DOCUMENT FOR FUTURE REFERENCE

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INTRODUCTION.

Sago Point is a premier Bayou Club neighborhood. The information provided here supplements rather than replaces SPHOA's documents entitled "Declarations" and "By Laws. The Rules of the community apply to everyone, and are enforced. Please be aware that your property is subject to the governance of the Sago Point Homeowners Association, Inc. (SPHOA), and to the Bayou Club Community Association Inc. (BCCA). Sago Point residents pay each Association a separate monthly maintenance fee for services provided.

SPHOA has the primary responsibility and authority to see that the Sago Point homes and yards are maintained to community standards. In contrast, **BCCA** is responsible for the Community as a whole, such as the Security Gates, the maintenance of the common grounds, sidewalks, streets and streetlights, etc. All owners are invited and encouraged to become involved in the work of the SPHOA Board.

1.0 SPHOA MAINTENANCE FEES AND FINES FOR LATE PAYMENT.

1.1 The SPHOA monthly maintenance fee is due on or before the 1st of each month, at the bank designated by the Association. There is no grace period.

1.2 It is the homeowner's responsibility to make certain the maintenance fee is paid and received on time; and according to procedures approved by the Association.

- **There are only two options to pay the monthly maintenance fees. The SPHOA does not accept payments submitted in any other form. They are as follows:**
 - **First, the preferred method of the monthly payment is through an automatic bank deduction.**
This keeps our maintenance costs low.
 - **Personal Check mailed or delivered to the Treasurer**
- **Late fees and fines.** If the maintenance fee is not received by the close of business on the 3rd day of the month, a \$20.00 late fee is assessed. Any bank fees and fines caused by homeowner action/inaction, such as insufficient funds, or a closed checking account will be also charged back to homeowner.
- In case an Owner changes Banks, or bank accounts, it must be reported immediately to SPHOA, and to the BB&T Bank Association Services (727-549-1202) in order to avoid a bounced payment, and its consequences. Allow 10 days for processing.
- The SPHOA will place a lien on property for all outstanding obligations, including late fees, interest, administrative costs and legal fees at owner's expense. The Association, at its sole option, may accelerate collection of Maintenance fees.

2.0 WHAT DOES SPHOA LANDSCAPE MAINTENANCE COVER?

2.1 The monthly maintenance fee pays for the routine maintenance of the yards, including, watering, mowing and edging, weeding, fertilization, fungus and insect treatment of the lawns, trimming trees and shrubs under specified height, and occasional mulching. (See 7.0+)

Also included in the routine maintenance are the minor directional adjustments of sprinkler heads and the maintenance of the Association owned irrigation wells and equipment.

In addition, the Association provides household trash and recycling services (see **4.0** for more on this).

2.2 Work required beyond the routine yard maintenance provided by the Association may be done by the owner, or by SPHOA, at the owner's expense. Most, but not all owners feel the necessity to arrange for additional, light yard maintenance, or do it themselves, such as working on flowerbeds, hand watering specific plants, or dusting ant powder, etc. as needed.

2.3 The Maintenance fee does not cover the expenses for the repair or the replacement of anything on the property. (See also 7.0+)

2.3.1 The prompt replacement or repair of anything needing attention within the boundaries of a property is expected to be done at the owner's initiative and always at owner's expense. Examples are: dead plants, dead trees, dead lawn, or broken irrigation lines or heads, worn awnings, etc.

2.4 Request for covered maintenance services problems may be made by e-mail to the responsible Volunteer listed in Addendum V published at the end of this document.

Owners without e-mail may report problems, or request service by calling the Chairman of the SPHOA ACC. Owners are not to contact the maintenance companies directly.

2.5 SPHOA Yard Maintenance personnel may not be hired by owners for special services during times they are paid by SPHOA for the routine maintenance of the yards.

2.6 The SPHOA contracts for mowing and edging of all the properties of Sago Point. This activity is carried out weekly, on the same day of the week, except during the dormant season, when mowing is performed only biweekly. Normally, mow days are Thursdays, but occasionally weather conditions may force a change of schedule. Owners who received permission from the Association to have their own mowing contractor are limited to mow on the same mowing day when the Association's contractor is mowing in the Community. It is the responsibility of such Owners to coordinate the mowing activity with the Association's mow schedule in order to keep the equipment noise in the community to the same day. The Association has the legal right to rescind any previous approval given to owner arranged mowing.

2.7 There is no possibility of reduced maintenance fee for any reason. No Owner may waive or otherwise escape liability for assessments for any reason. (See Declaration doc. Article III. 3.4/(f))

3.0 PAINTING AND MAINTAINING OF HOMES, MAILBOXES, SIDEWALKS AND DRIVEWAYS.

3.1 Painting of homes and mailboxes take place when needed. Fading, discoloration, chalking, rusting, peeling, cracking of stucco, must be repaired even if house does not need to be painted. Homes need to be sealed and repainted usually every six to ten years. Pressure washing of the property may be necessary more often.

The SPHOA Board when conducting its property inspections will notify owner's in writing when their houses need to be painted.

Owners wanting or needing to have their houses painted are to contact the BCCA office for the proper application and approved paint color samples.

3.1.1 Roofing material is to be power washed clean when excessive mildew, mold, or dust accumulates on it. The SPHOA Board will determine through its periodic inspections which owner's roofs need cleaning and will notify the owner in writing.

3.1.2 The expense of painting and cleaning of property are the financial obligation of the respective homeowners.

3.1.3 All mailboxes are to be even to the ground and not slanted. Where mail boxes are slanted due to tree roots growing below them, the roots are to be removed and the mailbox reset to be even to the ground. Any cracks that affect the sturdiness to the mailbox are to be corrected. Any pieces of the mailbox that are chipped away must be repaired. The metal letter box must be in good working condition. The expense of needed repairs of shared use mailbox structures is split between joint use owners. A repaired mailbox structure is to be repainted to its current color.

3.1.4 To keep the joint use mailbox structure fresh looking, it is always painted the same color as the latest paint job done on one of the two homes involved. The colors on the mailbox structure alternate when one of the two homes is repainted.

3.1.5 Paired mailboxes in a single structure must look identical, and painted the same color. If one of the two a mailboxes is replaced, they must be matched. Colors are limited to white, or the color of the mailbox structure. No other colors or graphics allowed.

3.1.6 The SPHOA maintains a list of contractors for the convenience of Owners. However, an Owner may opt to have its own contractor. Contractors must follow SPHOA quality standards.

3.2 Owners are responsible for maintaining their property at all time. The Association does conduct periodic property inspections and does notify owners of noted deficiencies. Compliance with Notifications received from the Board is enforced.

3.3 The BCCA sets the quality standards for paint and the painting process. These specifications must be followed, regardless of who does the work.

3.4 Only SPHOA approved exterior colors may be used.

3.5 Homes situated on adjacent lots may not be painted the same exterior color.

3.6 All broken windows and broken window and lanai screens must be repaired immediately.

3.7 Driveways that have raised bricks or broken concrete due to the growth of tree roots or other causes must be repaired.

3.8 Vines or other vegetation are not to be on the outdoor walls of the house or garage.

3.9 Ladders or other miscellaneous items are not to be stored outside of the house or garage. All pool equipment, water softeners, and heating A/C equipment must be located behind privacy walls. If the replaced equipment can not fit behind the privacy wall, the new equipment must shrubs placed around have it to cover it from view from the street.

3.10 Cables can not be exposed lying on the ground. They must be buried underground.

3.11 Satellite dishes must comply with the BCCA ACC Rules & Regulations.

3.12 All side doors to a garage and front door entrances must be in good shape. The paint must be in good condition and there should be no rust or large scratches on the door.

3.13 All driveways and walkways are to be clean and free of dirt, excessive mildew or mold.

4.0 TRASH COLLECTIONS AND RECYCLING.

4.1 Trash collection and Recycling is contracted through the SPHOA Board. The cost of this service is included in the monthly maintenance fees.

4.2 Designated trash pickup days are Tuesdays and Fridays, between 7:30a.m. and 5:00 p.m.

4.3 Designated recycling pick-up day is Tuesdays. Using the blue bins, Recyclables must be bagged or weighted down to prevent wind blowing content away.

4.3.1 Placing trash at curbside is not permitted earlier than 8:00 pm of the day before of the designated trash day. Emptied trashcans must be removed from curb the same day of collection.

4.4 All trash must be securely placed in trash containers, bagged to prevent scattering of trash in the neighborhood. As an alternate to trash containers, **heavy-duty** trash bags may be placed at curbside, but only on the trash day to prevent animals tearing the trash bags open overnight.

4.5 Trashcans must be kept out of sight, behind the privacy wall or in the garage, except during collection days.

5.0 DISPLAY OF HOUSE NUMBERS.

5.1 House numbers on homes must be visible, clear and unobstructed by vegetation. The optimum placement of numbers is above the center of the garage door trim, or wall facing the street.

5.2 Only high quality, Board approved house numbers may be displayed.

5.2.1 In case of joint use mailbox structures the house numbers should be displayed facing the direction of the homes identified. No super graphics are allowed.

5.3 Owners of joint use mailbox structures shall coordinate the numbers displayed by size, color and style. If one mailbox has a number displayed, the companion mailbox must match the exact style and color.

5.4 Single use mailboxes or structures should display numbers facing the street.

6.0 PHYSICAL CHANGES TO PROPERTY, INCLUDING HOMES, MAILBOXES, LANDSCAPING, IRRIGATION LINES OR HEADS, ETC.

6.1 Homeowners are required to request written authorization from the SPHOA Board before any exterior change to a building, structure, or lot is made. This includes but not limited to painting, storm windows, antenna installations, exterior lighting fixtures, pool additions, awning replacement, displaying yard ornaments, play houses, swing sets, basketball hoops, landscaping, etc.

6.2 Awnings must be replaced when torn, faded or otherwise beyond repair. Replacement awning must be solid color, no stripes are allowed. Awnings may not be permanently removed from homes.

6.3 Homeowners are required to request written authorization from the SPHOA Board before any changes or additions can be made to landscaping, altering irrigation lines, or displaying ornamentals, sculptures or figurines.

6.4. Homeowners may not obstruct lawn and yard maintenance in any shape or form. Examples are: Swing sets, leaving hazardous or non-hazardous items on the lawn such as, lawn furniture, metal spikes in ground to curb pets, scattered garden hoses, toys, garden tools, decorations, etc.

7.0 LANDSCAPING AND IRRIGATION POLICY AND STANDARDS.

7.1 SPHOA has responsibility for the appearance and general maintenance of the individual lots. The Association does conduct periodic property inspections and does notify owners of noted deficiencies. Compliance with Notifications received from the Board is enforced.

Any significant change of landscaping must be pre-approved by the Association. The goal is to keep high standards of landscaping that is also low maintenance. Owners may select from the Approved Plant and Tree List (see SPHOA Rules and Regulations, Addendum III.)

7.1.1 The Yard Maintenance Crew is contracted by the SPHOA Board. They perform the yard maintenance according to general SPHOA standards and guidance provided by the Board.

7.1.2 Residents may not give instructions to the Yard Crew. They work for the Board and not for individual Owners.

7.1.3 Owners may submit request for special handling of the yard to the ACC Landscape Committee for consideration.

Approval may be given to requests that fall within the existing Landscape Contract conditions. If the Special Request is approved, the Yard Crew will do their best to accommodate the request. Considering the fact that there are 93 lots, owners need to recognize that a Special Request must be reasonable and limited in number.

7.1.3.1 Any SPHOA Board approved Special Requests that exceed the SPHOA Landscaping Contract specifications may be done by the SPHOA Contractor at the expense of Owner, but only during days and times when said Contractor is not scheduled to work for the SPHOA Board.

7.1.3.2 The Yard Contractor is not to enter any enclosed pool-patio or fenced area (e.g. dog run) to provide maintenance under the SPHOA contract.

7.1.3.3 The Yard Contractor will not maintain any plants, ornamentals, etc. planted in pots or containers.

7.1.4 Owners may customize flowerbeds with live plants only. These should be selected from the approved plant list (see Addendum III).

7.1.4.1 Plastic plants are not permitted in yards.

7.1.4.2 Displaying figurines, landscape art, sculptures, etc. require SPHOA Board approval.

In general the SPHOA will only approve objects that blend tastefully and discretely into the landscape. Glittering objects, large figurines, decorative glass of any kind, fountains, etc. visible from the street front, or from golf course is not permitted.

7.1.4.3 Borders around flowerbeds and tree trunks will retain mulch better. Only attractive, concrete or sculptured stone borders are permitted. The use of plastic borders is prohibited.

7.2 Dead or sick plants, trees, and sod must be replaced promptly. Labor intense removal of established trees, shrubs, and other plants and the associated replacement costs are the lot owner's financial responsibility. Failure to replace dead landscaping is a violation and may be subject to fine. After two notices SPHOA may contract for the needed replacement, and bill the property Owner.

7.2.1 Yard Maintenance crew will remove dead plants or residue of struggling plants at their initiative.

7.2.1.1 The maximum distance between any flowerbed/planter and a turf-line is 12 inches. Missing turf must be replaced where the distance between flowerbed/planter is greater than 12 inches.

7.2.1.2 Turf may not be replaced by mulch, pavers, or any other material, for any reason, without written authorization from the SPHOA Board.

7.3 All lots must be maintained by owners to meet SPHOA community landscaping standards. Over time, owners have added attractive landscaping, including extensive flowerbeds. Flowerbeds are particularly labor intense, and their maintenance, including weeding, is beyond the scope of the Association's general maintenance contract, and therefore these become the full responsibility of owners. The Maintenance crew will maintain properties in accordance with the original landscape plan, or as approved by the Board in writing.

7.3.1 The SPHOA Landscaping standards meet or exceed BCCA/ACC standards (see also BCCA ACC Procedures and Standards.)

7.3.2 All homes shall be landscaped with the combination of grass, groundcovers, shrubs, trees and palms. The yards shall be predominantly native and not exotic in character. Jungle like landscaping is not approved. Unauthorized plant removal is done at the expense of the current owner of record. (Approved plant list see Addendum III.)

7.3.3 All beds must utilize natural-color, large, pine bark mulch and/or dark brown Cypress mulch. All beds on the entire property shall have a 2 inch layer of this mulch. No bare ground is acceptable. The SPHOA will provide mulch once per year (budget allowing) to all front yard beds up to the front of the house including the front door entrance. The Owner is responsible for mulching all the beds at the side and rear of the house. Rock, sand, pebbles, wood shavings, lava stones, etc. are not approved substitutes, and may not be used even as walkways

7.3.4 Corner homes, or homes on a curved lot must have front view landscaping on sides visible from the street at any angle.

7.3.5 Trees, including palms are trimmed by SPHOA up to 15.0 feet. Beyond that height the owners are responsible for pruning as needed, but not less frequently than once a year. Any cutting that require a chain saw is done at owners expense.

7.3.6 All transformer, cable and telephone boxes located in the front yard must be surrounded by shrubs. If the box is located on the property line between 2 homes, SPHOA will have the shrubs installed and bill one half the cost to each owner.

7.4 Systematic checking of each lot's irrigation system is performed by the SPHOA Irrigation Contractor once a month for each lot. The monitoring of the proper function of the irrigation system is a joint responsibility of Owners and the Contractor. The Community Irrigation System is designed to irrigate the landscaping of lots as originally designed and installed. The community's irrigation system is intended to support the lawns, hardy shrubs, trees, and palms. The irrigation system is not designed to fully accommodate water sensitive plants, shrubs, and flower beds when installed by owners on their own initiative. The SPHOA irrigation system is not to be extended in to the enclosed patios of owners.

7.4.1 The irrigation system cannot be set to accommodate individual lot schedules at the convenience of owners, or to irrigate the "special care" flowerbeds on a custom schedule. Owners considering planting water sensitive plants need to commit to hand watering such flowerbeds.

As an alternative, those who wish to have the convenience of automatic, custom flowerbed irrigation, usually located behind courtyards, or on patios, may wish to consider connecting to the home's City water line for irrigating these locations. Such an installation requires SPHOA approval.

7.4.1.1 The SPHOA Irrigation Contractor is authorized to repair all irrigation malfunctions on any lot, when identified during the routine monthly maintenance check. Such repairs are limited to broken lines or irrigation heads that in their dysfunctional state would be detrimental to the lot, or to any other neighbor's lot, and is limited to \$50.00 per repair or less. All charges will be according to Contractor's price schedule for parts and labor, reviewed and approved by SPHOA Board. The owner will be invoiced by the Contractor.

The Irrigation Contractor will provide the Board a monthly report stating all the repairs made to properties in the last month and the amount charged to each owner.

7.4.2 Any Emergency repair performed outside the routine monthly maintenance check periods may result in an additional service charge by the Contractor to Owner.

7.4.3 All non-emergency repairs, and preventive maintenance needed over \$50.00 will be reported to the Owner with a copy to the SPHOA Board for follow up.

7.4.4 All irrigation repair costs and needed replacement parts become the Owner's obligation.

7.4.5 No Owner may delay or postpone needed irrigation repair for any reason. Needed irrigation repairs are defined as repairs to the irrigation system so that all parts of the lawn, all hedges, all bushes and all beds are adequately watered by the system.

7.5. The Association's watering schedule changes seasonally, and is subject to periodic SWFWMD restrictions, limitations, and variance permits issued to the SPHOA Board.

7.6 Special watering of large scale, new sod installation is possible for a fee and for a limited number of days. This service is not available for less than 500 sq. ft. of sod installation.

7.7 When owners implement construction projects that involve changes to the irrigation system they must use the SPHOA Irrigation Contractor to conduct the necessary changes to the irrigation system at the owner's cost. Owners can make changes to their own sprinkler heads by themselves or by someone other than the SPHOA Irrigation Contractor. However, the Owner

will be responsible for any damages that may occur by doing this. Any repairs or changes to the rest of the irrigation system can only be performed by the SPHOA Irrigation Contractor.

8.0 OWNER'S RESPONSIBILITY TO INFORM THE SPHOA BOARD OF INTENT TO SELL OR RENT

8.1 It is the responsibility of the “owner of record” to inform the SPHOA Board in writing of their intent to sell any Sago Point property, to inform the title company that your property is part of the Sago Point HOA and to do so prior to the settlement date. The SPHOA Board will then conduct an inspection of the property to make sure there are no violations of the Rules & Regulations. If there are violations the owner will be notified and they must be cured before the settlement date. If not cured the SPHOA Board will assess the owner the cost of curing all the violations and it will be reported to the title company as part of the owner's closing costs.

8.1.1 It is the responsibility of the “owner of record” to inform the SPHOA Board in writing when renting any Sago Point property, and to do so prior to the date of the tenant taking occupancy. The owner will be fined \$10 per day for each day after the tenant takes occupancy until such **written notice** is received by the SPHOA Board. The written notice must include tenant's name and phone number or email address. If there is a change in occupancy due to rental there is an administrative fee of \$50.00 that is payable by the renting Owner to SPHOA.

8.2 The Owner of record is responsible to give a copy of the Sago Point “Declaration and Covenants” document and the SPHOA Rules and Regulations to the purchaser or tenant.

8.3 The Owner of record is responsible for the actions of guests and tenants within the Community.

8.3.1 New Owners and/or new Residents are required to complete and return the “Resident Information and Registration Form” within ten days of closing on property, or moving into the community.

8.3.2 Owners and registered Residents are required to notify the Secretary of the Board whenever there is a change of ownership, occupancy, change of phone numbers, and/or e-mail addresses.

8.4 There is a \$125.00 estoppel fee payable by the seller to the SPHOA whenever there is a change of ownership.

8.5 In case of an absentee Owner, it is the responsibility of the Owner of Record to inform the SPHOA Board of the property Owner's address, indicating where and how the Owners can be contacted in case of emergency, and for any other reason.

9. PARKING.

9.1 Only standard size minivans, small pickups used as passenger cars, and/or passenger cars may be parked on driveways overnight. All tires must be on the driveway. Parking off the driveway is a violation. Overnight parking on the street is also prohibited.

9.2. All commercial vans and pickup trucks, campers, motorcycles, recreational vehicles, golf carts, etc. must be parked within an enclosed garage.

9.3 No commercial vehicles, and/or non-commercial vehicles with business signage are permitted on driveways overnight. No vehicles with “For Sale” signs are permitted at any time.

9.4 Vehicles parked on driveways are not permitted to impede or block sidewalks at any time. This is also a matter of courtesy to walkers in the neighborhood.

10.0 MANAGING PETS AND FEEDING WILD BIRDS AND ANIMALS.

10.1 Only a total of two house pets may be kept in a residential unit.

10.2 All animals must be on leash when outside of the owner’s residential unit.
House pets may not go outside the home unattended at any time. This includes cats.

10.3 The owner/guardian or possessor of a pet is to immediately remove and dispose of all waste produced by their pet. Owners will be fined \$25 for the each violation after Board approval.

10.4 Barking dogs must be controlled, or will become a liability to Owner.

10.5 Any animal, which, in the sole and exclusive opinion of the Association becomes, or constitutes a nuisance, shall be removed from the property immediately upon written notice.

10.6 Feeding of wild birds and animals is not permitted by SPHOA.

11.0 CONDUCT WITHIN THE PROPERTY AND COMMUNITY.

11.1 The Owner of Record is responsible for the conduct of all occupants of the home, including guests and /or tenants, visitors, contractors, etc. admitted to the property.

11.2 No activity of any kind, which is noisy, obnoxious, or offensive to neighbors, shall be conducted within Sago Point.

11.3 Due to the closeness of homes situated on small lots, noisy, loud outdoor activity, including music, loud talking, etc. is not permitted **after 11:00 PM** on patio, or pool areas.
Keep radios, TV sets, etc. very low when using outdoors, or with open windows or patio doors. Neighbors must be considerate of other neighbors.

11.4 Owners must keep the lawns and landscaping free of any and all objects that may interfere with yard maintenance, e.g. large play sets, lawn furniture, garden hose, toys, dog stake, etc.

11.5 Children toys, bicycles, skateboards, garbage cans, tools, etc. shall be stored in garage, or out of sight behind the privacy wall, unless actively in use.

11.6 The drying or airing of clothing, linens, bedding, carpeting, any food or fruit items, etc. in the front yard, side yard, or driveway is prohibited.

11.7 Storing or using cooking devices, including but not limited to grills are not allowed in the front or side yards, driveways, or in garages with the door open.

11.8 Garage doors must be kept closed, unless owner is present and is actively using the area.

11.9 Holiday displays and decorations during certain time are permitted, as long as such displays are not creating a maintenance nuisance. Holiday displays are permitted during the October 1 to January 10 period. Other displays of celebrations are limited to a maximum of ten days or less, (e.g. Easter, Halloween, etc.). All decorations must be taken down promptly past stated date.

11.10 All outdoor lamps on the house or garage shall only have white or yellow light bulbs and shall be fully operational.

12.0. VIOLATION OF SPHOA RULES AND REGULATIONS.

12.1 If a violation of the Sago Point Rules and Regulations is noted, an appropriate Courtesy Notice will be sent to owner detailing the violation and/or the corrective action required. If applicable, the written notice will state the curative period that shall be reasonable and usually not more than 30 days. Owner cooperation is anticipated.

12.2 If the violations are not eliminated by the end of the curative period, and the Owner did not receive an agreed upon extension from the SPHOA, then the owner will be sent an “Intent to Fine Letter” from the SPHOA Board stating that, if the outstanding violations are not cured within a reasonable new date set by the Association, then the SPHOA Board will take all legal remedies available as stated in the “Master Declarations Document” and all applicable Florida statutes including any or all of the following actions against the owner:

1. A fine of \$10.00 per day with maximum fines of \$1,000 for each violation.
2. Owners will be responsible for all legal costs to the Association.
3. If necessary the SPHOA will cure the violations at its own initiative after the new deadline date specified in the “Intent to Fine Letter”. SPHOA will bill the costs to the owner of the lot, (reference SPHOA Declarations Document, Article V.5.2).
4. The total amount of all fines, legal costs, and costs to repair the stated violations can be (1) placed as a lien on the owner’s lot, with the highest daily interest rate allowable by law, (Article V. 5.3) or (2) will be assessed to the owner’s property account and will be collected when the owner sells the property if not sooner.
5. SPHOA Board may also report violations to ACC/ BCCA for its own action and sanctions.

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12.3 In the case of a second or more violation of the same rule, or in the case of a violation of such serious nature that the Board determines it does not warrant an opportunity for the Owner to correct it before taking action, the Board may approve recommending the violation(s) to the Compliance Committee for their action on the proposed fine.

ADDENDUM I.

MAINTENANCE FEE COLLECTION SCHEDULE, LATE FEES, INTEREST CHARGES, AND LIEN PROCEDURES.

Maintenance fees are due on or before the 1st day of each month. If not received by the first of the month the Maintenance Fee will be considered past due. For late payments, interest is calculated daily, compounded at 18 per cent per annum.

If the required Maintenance Fee payment is not credited to the SPHOA Account at BB&T Bank by the 10th of the month. Barton Co. will send an overdue letter to respective Owner.

At this point the Maintenance Fee, a \$20.00 late fee, and 1.5% interest is due to the Association. If payment, including late fee and interest is submitted before the next month's payment is due, the Owner's account on Maintenance Fee will be current.

If the same owner remains delinquent past the second and third month's due dates, Barton and Co. will notify the owner calculating the cumulative Maintenance Fees.

Cumulative Late Fees and Cumulative Interest Charges are back dated to the original due date. This notification to Owner will take place on or about the 10th day of the month.

Barton & Co. will send a copy of correspondence with Owners to the SPHOA Treasurer, who in turn shares this information with the Board.

The SPHOA Treasurer will report to the Board all late and / or delinquent accounts on or before the 20th calendar day each month. The purpose of this communication is to keep all members of the Board aware of potential financial implications to the Association.

After a payment is 60 days past due, The Board President, at the advice of the Treasurer will send Certified Mail demanding payment, and advising delinquent owner that the matter will be turned over for appropriate legal action, unless the obligations are satisfied within 10 days.

A lien may be filed on delinquent property at any time, if in the opinion of the Board such action is warranted.

However, no property will remain delinquent for more than 100 days without The Association having filed a lien.

If warranted, the Board may, at its sole option, accelerate the entire amount of Assessment for the remainder of the assessment year (SPHOA Declarations, Article III. 3.4/b).

ADDENDUM II.

SPHOA FEE COLLECTION SCHEDULE

<u>A. Maintenance Fee Payment Plan Options.</u>	<u>When due</u>	
1. Bank auto payment	1st day of ea. month	
2. Personal Check	1 st day of ea. Month	
<u>B. Other Fees.</u>		
4. Rented property, Registration of Tenant	Before occupancy	\$50.00
5. Change of Ownership Estoppel Fee	At closing	\$125.00
6. Late payments (After 1 st of month)	Upon demand	\$20.00
7. Returned check, NSF, etc.	Upon demand	\$30.00
8. Administrative fee for any special services	Upon request	\$25.00
9. Photo copies	Upon request	\$ 1.00/pp
10. Connecting /disconnecting irrigation service	10 days prior work	\$850.00
11. Legal fees, certified mail, postage, etc.		Actual costs
12. Annual Interest compounded on unpaid balances		18.0%

C. Effect of Non-Payment of Assessment.

- The Association may, at its election accelerate the entire amount of Assessment not paid for the remainder of the assessment year, (Declarations, Article III.3.4/b).
- Interest payments to be calculated on the entire outstanding balance from the first due date until payment is received at eighteen percent per annum (18%) compounded.

D. Fines for violations. The fine for SPHOA violations is \$10.00 per day for each violation up to a maximum of \$1,000.00 per Florida Statutes 720.0

ADDENDUM III.

Approved Plants for Sago Point Homes.

<u>Palms</u>	<u>Trees</u>	<u>Shrubs</u>	<u>Ground covers</u>
Cabbage Palm	Bottlebrush	Amelia	African Lily
Majesty Palm	Camphor	African Bush Daisy	Aztec Grass
Paurotis	Crepe Myrtle	Dwarf Bougainvillea	Blue Daze
Pygmy Date Palm	Holly	Chinese Holly	Blue Rug Juniper
Reclinata	Jasmine	Dwarf Azalea	Confederate Jasmine
Sago	Ligustrum	Gardenia	Creeping Fig
Triangle	Magnolia	Hibiscus	Day Lilies
Fox Tail	Oak	Indian Hawthorn	Giant Liriope
	Pine	Ixora	Parsons Juniper
		Japanese Privet	White Iris
		Lady Palm	
		Pineapple Guava	
		Pittosporum	
		Podocarpus	
		Primrose Jasmine	
		Shining Jasmine	
		Star Jasmine	

* Additional easy to maintain, hardy, non- invasive plants that are not on the Approved List may be considered for written approval at the discretion of the SPHOA Board.

Disapproved Plants

Cactus (all)
Ferns
Full sized Bougainvillea
Philodendron Selloum

ADDENDUM IV.

FINING POLICY AND THE COMPLIANCE COMMITTEE.

This policy is part of the Rules and Regulations of the SPHOA, Inc. (the Association) as an Addendum. It addresses procedures for fining Owners for violations of the Declaration, By Laws, and / or the Rules and Regulations of the Association.

Fines are an alternative to other means of enforcement provided for in the Declaration and By Laws. And will be adopted in accordance of the following procedures and in accordance with applicable FL Statutes.

1. The Board of Directors is charged with determining whether there is probable cause of that any of the provisions of the Declaration, the Articles, the By Laws, or the Rules and Regulations of the Association have been violated.
2. In the event that a violation is determined to exist or to have occurred, the Owner will be provided an opportunity for such violation to be corrected within a reasonable time.
3. If the violation has not been corrected, or in the case of a second violation, or in the case of a violation of such serious nature that the Board determines it does not warrant an opportunity for the Owner to correct it, the Board may approve the proposed fine at a meeting of the Board.
4. A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Compliance Committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
5. The fine will not become final until a hearing has been held at the request of the Owner, or waived by the Owner. The right to have a hearing is forfeited if not filed within 14 days of date of notification.
6. The Board will appoint the Compliance Committee of three people.
7. The Compliance Committee shall be charged with conducting hearings pursuant to appeals having been filed by the fined Owner(s) within 14 days of the receipt of the appeal.
8. The Compliance Committee will examine the evidence presented by the Association and by the Owner.
9. Following the conclusion of the hearing the Compliance Committee shall notify the Owner of its decision in writing.
10. The Compliance Committee decision is final. It may uphold the fine or eliminate the fine. If the decision is to uphold the fine the fine will be payable to the Association within ten days from the date of the written notice of the decision.
11. The Owner will be responsible for interest, all costs, including but not limited to filing costs and attorney's fees.