

SAGO POINT HOMEOWNERS ASSOCIATION, INC.  
9718 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 Chapter 617, Florida Statutes, and the By Laws and Declaration of Covenants of the Sago Point Homeowners Association, 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 July 1, 2021 and replaces all previous editions.**

### **Members of the 2021 SPHOA Board of Directors**

Gary Hewetson – President – sagopointboard1@gmail.com

Ted Mont – Vice President – tedmont13@gmail.com

Leslie Roberts – Treasurer – loroberts@tampabay.rr.com

Diana Rosin – Secretary – dianarosin@tampabay.rr.com

Jeff Lovelady – Director – sagoboardacc@gmail.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 3rd 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.

Second, personal check mailed or delivered to the Treasurer

**1.3 Late fees and fines.** If the Maintenance Fee is not received by the close of business on the 3<sup>rd</sup> 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.

**1.4** 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) and the Owner should submit a new Authorization Form to BB&T for automated withdraw of payments in order to avoid a bounced payment, and its consequences. Allow 10 days for processing.

**1.5** 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 LANDSCAPE MAINTENANCE

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 Rule 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 Rule 4.0).

2.2 Work required beyond the routine yard maintenance provided by the Association may be done by the Owner, or by the 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 expense(s) for the repair or the replacement of anything on the property, unless the payment of such expense(s) is specifically provided for in these Rules. (See Rule 7.0)

2.4 Subject to Rule 2.3., 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, broken irrigation lines or heads, caused by the negligence of the Owner or a third party.

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. Conditions permitting, 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 Fees for any reason. No Owner may waive or otherwise escape liability for assessments for any reason.

### **3.0 PAINTING AND MAINTAINING OF HOMES, MAILBOXES, SIDEWALKS AND DRIVEWAYS**

**3. 1** The fading, discoloration, chalking, rusting, peeling and cracking of stucco must be timely repaired, and all homes and mailboxes must be painted when needed. Homes need to be sealed and repainted usually every six to ten years. Pressure washing of the roof, awnings, driveways and sidewalks may be necessary more often.

The SPHOA Board, through its ACC, 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 first contact the SPHOA at [sagopointboard1@gmail.com](mailto:sagopointboard1@gmail.com) and to submit to the Board a completed BCCA Design Review Application specifying their paint color choices. The Association has approved a paint pallet book that is maintained by the SPHOA ACC Chairman and the BCC office. Arrangements may be made by the Owner to review these books at either venue. The paint pallet book may also be accessed at:

<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/largo/fl/sago-point-homeowners-association/>

Paint color choices selected from the book will be approved. In accordance with the Instructions for Home Painting and Tile Roof Replacement (See Addendum IV) the Association will also consider proposed home color and trim pallets submitted that are consistent with the color scheme reflected in the book and that coordinate with the roof tile color. The proposed colors may or may not be approved by the respective ACC's. Once the SPHOA ACC has received the Owners application to the Board, it shall timely review the application and thereafter notify the Board, the Owner and the BCCA of its approval or disapproval. Existing colors are not necessarily grandfathered in.

**3.2** Roofing material, driveways and sidewalks are to be power washed when excessive mildew, mold, or dust accumulates on their surface The SPHOA Board will determine, from time to time, and through its periodic inspections, which Owner's roofs, driveways and sidewalks need cleaning and will so notify the Owner in writing. Barrel roof tiles shall be used on homes within the community, in colors that blend with both the home and the roofs of other homes within the community, and that are consistent in appearance.

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

**3.4** All mailboxes are to be even to the ground and not slanted. Where mailboxes 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 of 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.

3.5 To keep the joint use mailbox structure fresh looking, it is always painted the same color as the color of the most recently painted home. The colors on the mailbox structure alternate when one of the two homes is repainted.

3.6 Paired mailboxes in a single structure must look identical, and painted the same color. If one of the two mailboxes is replaced, the lid or the exposed components of the mailbox itself must match the color of the other existing mailbox. Colors are limited to white, or the color of the mailbox structure. No other colors or graphics are allowed.

3.7 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. (See Rule 12)

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

3.9 All broken windows and broken window and lanai screens must be promptly repaired or replaced. Patched repairs which are obvious to the eye, as determined by the ACC are prohibited.

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

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

3.12 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 cannot fit behind the privacy wall, the new equipment must be hidden from view by shrubbery placed around it so as to obscure their view from the street.

3.13 Cables cannot be exposed lying on the ground. They must be buried underground. Satellite dishes must comply with the BCCA ACC Rules & Regulations and every reasonable effort must be made to obscure their view from the street.

3.14 All garage doors, side doors to a garage and front door entrances must be maintained in good shape. The paint must be in good condition and there should be no rust, large scratches, or visible damage to the doors.

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

#### 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 Tuesday and Friday, between 7:30a.m. and 5:00 p.m. Designated recycling pick-up day is Wednesday. Using the blue bins, recyclables must be bagged or weighted down to prevent the wind from blowing the contents away.

4.3 Placing trash at curbside is not permitted earlier than dusk 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 Trash cans 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.

5.3 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.

5.4 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.

5.5 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

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 is not limited, to painting, roof replacement, storm windows, antenna installations, exterior lighting fixtures, pool additions, awning replacement, display of yard ornaments, playhouses, swing sets, basketball hoops, landscaping, etc.

6.2 Awnings must be replaced when torn, faded or otherwise beyond repair. Replacement

awnings must be a solid color and approved by the SPHOA Board. 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 are not permitted to screen in the front entrance way or front porch area of their home.

## **7.0 LANDSCAPING AND IRRIGATION POLICY AND STANDARDS**

**7.1** The 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. Again, compliance with Notifications received from the Board and /or ACC are 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 Addendum III.)

**7.2** The Landscaping Contractor is retained by the SPHOA Board. The Contractor performs the yard maintenance services according to general SPHOA standards and guidance provided the Board.

**7.3** But for reasonable guidance on how they wish to have their hedges or landscaping trimmed, residents may not give instructions to the Landscaping Crew. They are employed by the Board and not by individual owners.

**7.4** Owners may submit requests for special handling of their yard maintenance to the SPHOA ACC Chairman 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.

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

**7.6** The Landscaping Contractor is not to enter any enclosed pool-patio area to provide maintenance under the SPHOA contract.

**7.7** The Landscaping Contractor will not maintain any plants, ornamentals, etc. planted in pots or containers.

**7.8** Owners may customize flowerbeds with live plants only. These should be selected from the



approved plant list (See Addendum III).

7.9 Plastic plants are not permitted in yards.

7.10 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 are not permitted.

7.11 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.

7.12 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.

7.13 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.

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

7.15 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. In the Owner does not remove such vegetation after a reasonable time after notification from the ACC, unauthorized plant removal is done at the expense of the current Owner of record. (See Addendum III.)

7.16 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

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

7.18 Trees, including palms are trimmed by SPHOA up to 12.0 feet. Beyond that height the Owners are responsible for pruning as needed, but not less frequently than once a year. Any cutting that requires a chain saw is done at Owners expense.

7.19 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.

7.20 Systematic checking of each lot's irrigation system is performed by the SPHOA Irrigation Contractor not less than once every two months at the discretion of the Board. 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 into the enclosed patios of Owners.

7.21 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.

7.22 The SPHOA Irrigation Contractor is authorized to repair all irrigation malfunctions on any lot, when identified during the routine monthly maintenance check, subject to the provisions of its contract with the Association. All charges will be according to Contractor's price schedule for parts and labor and shall be reviewed and approved by the SPHOA Board. The Association shall maintain all wells it owns, the pumps for the wells and the utilities associated therewith. The Association, at its expense shall further maintain, but not replace, the irrigation systems on each lot. The Owner, however, will be invoiced by the Contractor, and shall pay for all repairs necessitated by the Owner's negligence or that of a third party or by reason of the Owners re-landscaping, construction or other elective or purposeful acts.

The Irrigation Contractor shall timely provide the Board a with monthly or bimonthly report depending on the frequency of inspection itemizing all the repairs made to properties during the most recent inspection of the irrigation system and the amount charged in a format approved by the Board.

7.23 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.

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

**7.25** Special watering of large scale, new sod installation is possible upon application to the Board and approval by the SPHOA ACC chairman.

7.26 When Owners implement construction projects that involve changes to the irrigation system they must use SPHOA Irrigation Contractor to conduct the necessary changes to the irrigation system at the Owner's cost.

7.27 Owners can make changes to their own sprinkler heads themselves or by someone other than the SPHOA Irrigation Contractor. However, the Owner will be responsible for any damages that may occur by doing so. Any repairs or changes to the rest of the irrigation system may 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** In accordance with the Sago Point Declaration of Covenants it is the responsibility of the Owner of Record to timely submit a Sago Point Homeowners Association Application for Approval to Sell Dwelling and Lot to the SPHOA Board prior to the sale of any Sago Point property, to inform the title company that their property is part of the Sago Point HOA and to do so prior to the settlement date (See Addendum V). The SPHOA ACC 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.

**8.2** In accordance with the Sago Point Declaration of Covenants, it is the responsibility of the Owner of Record to submit a Residential Rental Application to the SPHOA Board when they wish to rent any Sago Point property. (See Addendum VI). All leases and occupancy of a lot shall be subject to prior approval of the Association. A rental application fee of \$50 is payable by the Owner of Record to the SPHOA at the time the application is submitted. As provided in our Declaration of Covenants, no more than 6% of the total lots in our community may be leased at one time.

**8.3** The Owner of Record shall provide a copy of the Sago Point Declaration of Covenants and the SPHOA Rules and Regulations to the purchaser or tenant.

**8.4** The owner of record is responsible for the actions of guests and tenants occupying his/her residence within the Community.

**8.5** New owners and/or new residents are required to complete, sign and return the Sago Point Homeowners Association Introduction form to the SPHOA Board within ten days of closing on property, or moving into the community.

**8.6** Owners and Lessees 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.

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

**8.8** 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 mailing address, email address, and phone number indicating where and how the Owners can be contacted in case of an emergency, or other necessity.

## **9.0 PARKING**

**9.1** Only standard size minivans, small pickups used as passenger cars, and/or passenger cars may be parked on driveways overnight. Parking off the driveway is a violation. Overnight parking on the street is also prohibited. Daytime parking on the street, by Owners, when their driveway is available, is discouraged as space on the streets must be made available to services providers such as lawn maintenance crews, repairmen, deliverymen, postmen, guests and emergency personnel.

**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.

**9.5** Motor vehicles of any type are not allowed to park on the slope of a driveway between the sidewalk and the street at anytime.

## **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 each violation after Board approval.

**10.4** Barking dogs are a nuisance and must be controlled. In the event the SPHOA Board receives a written complaint of a dog barking incessantly and otherwise disturbing the peace and quiet of the complainant, the Board shall send a written warning to the dog’s Owner advising the Owner of a nuisance violation. Should the problem persist, the Board at its sole discretion may issue a fine, order the dog to be muzzled or disallow the dog altogether.

**10.5** Any animal, which, in the sole and exclusive opinion of the Board of Directors 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 permitted within the Sago Point Community

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 and at no time should be at such a level as to disturb the peace and quiet reasonably expected by those residing in the community. Homeowners should always be considerate of their 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. Children toys, bicycles, skateboards, garbage cans, tools, etc. shall be stored in the garage, or out of sight behind the privacy wall, unless actively in use.

11.5 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.

11.6 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.

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

11.8 Holiday displays and decorations during certain times of the year 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.

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

11.10 The Rules and Regulations of the BCCA and the BCCA Architectural Control Committee Procedures, Standards, Rules and Regulations that are in force and that are not inconsistent with the Rules and Regulations of the SPHOA, as solely determined by the Board of Directors of the SPHOA are hereby adopted and incorporated herein. It is acknowledged and understood that the Rules and Regulations of the SPHOA may be more restrictive than those of the BCCA in some respects.

## 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 employ all legal remedies available to it against the Owner, as provided for in the By-Laws and Declaration of Covenants of the Sago Point Homeowners Association and in all applicable Florida Statutes, including any, or all, of the following:

1. A fine of \$25.00 per day which may exceed \$1,000 in aggregate for each violation.
2. Owners will be responsible for all legal costs to the Association.
3. If necessary, the SPHOA may cure the violations at its own initiative after the new deadline date specified in the “Intent to Fine Letter” and shall thereafter be entitled to recover all costs and expenses incurred in curing such violation
4. The total amount of all fines, legal costs, and costs to repair the stated violations may be placed as a lien on the Owner’s lot, accruing daily interest at the highest rate allowable by law, or may be assessed to the Owner’s property account and be collected when the Owner sells the property, if not sooner, again accruing daily interest at the highest rate allowable by law
5. The SPHOA Board may also report violations to the ACC/ BCCA for its own action and sanctions.

**12.3** Any fine or suspension levied by the Board will not be imposed until the Board first provides at least 14 days’ notice to the Owner sought to be fined or suspended and an opportunity to appear before a compliance committee of at least 3 associate 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. If the committee, by majority vote does not approve a proposed fine or suspension the fine or suspension shall not be imposed. If the fine or suspension is approved by the Committee, the fine payment is due within 5 days after the date of the committee meeting at which the fine was approved. The Association shall provide written notice of the fine or suspension by mail or by hand delivery to the Owner.

## **ADDENDUM I**

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

Maintenance Fees are due on or before the third day of each month. If not received by the third of the month the Maintenance Fee will be considered past due. For late payments, interest is calculated daily, at the maximum statutory interest rate.

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

At this point the Maintenance Fee, a \$20.00 late fee, and statutory interest is due to the Association. If payment, including the 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, the Treasurer or the Accounting firm Barton, Gonzalez and Meyers 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 10<sup>th</sup> day of the month.

The SPHOA Treasurer will report to the Board all late and / or delinquent accounts on or before the 20<sup>th</sup> 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 the delinquent Owner that the matter will be turned over to the Association's attorney 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.

## ADDENDUM II

### SPHOA FEE COLLECTION SCHEDULE

#### Maintenance Fee Payment Plan Options

- |                      | When due                         |
|----------------------|----------------------------------|
| 1. Bank auto payment | 3 <sup>rd</sup> day of ea. month |
| 2. Personal Check    | 3 <sup>rd</sup> day of ea. month |

#### Other Fees

	When due	Amount
3. Rented property, Registration of Tenant	Before occupancy	\$50.00
4. Change of Ownership Estoppel Fee	At closing	\$125.00
5. Late payments (After third of month)	Upon demand	\$20.00
6. Returned check, NSF, etc.	Upon demand	\$30.00
7. Administrative fee for any special services	Upon request	\$25.00
8. Photocopies	Upon request	\$ 1.00/pp
9. Connecting /disconnecting irrigation service	10 days prior work	Actual costs
10. Legal fees, certified mail, postage, etc.		Actual costs
11. Annual Interest compounded on unpaid balances- Maximum Florida statutory interest rate		

#### B. Effect of Non-Payment of Assessment

1. The Association may, at its election accelerate the entire amount of Assessment not paid for the remainder of the assessment year, (See Declaration of Covenants, Article III)
2. 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.

#### C. Fines for violations

1. The fine for SPHOA violations is \$25.00 per day for each violation.



### 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**

### **Instructions for Home Painting**

The home exterior color pallet was prepared with the advice and assistance of a Sherwin Williams' decorator and approved by the Board of Directors. As such, colors and matching trims selected from this binder will be approved by the Board. The Board will also consider proposed home colors and trim pallets you submit that are consistent with the color scheme reflected in this binder. You must provide the Board with your proposed color pallets, similar in form to the color pallets contained in this binder. The colors must be identified by both the name and color number. Your proposed color pallets must be submitted at the time of your original application seeking approval to paint your home. You may also seek Board approval of body and trim color options that are contained within this binder but that are displayed on different pages. For example, you may submit a body color from one page with a compatible trim color on another page. In this instance, you need only reference the page numbers, colors and code numbers in your original application.

As a reminder, inappropriate use of colors, as determined by the Board, will not be allowed and all proposed colors shall be coordinated with the roof tile color. Likewise, all exterior door colors must coordinate with the chosen home color trim and be approved by the Board.

Roof tile, design, composition and color shall likewise be subject to approval by the Board, and the Board must be reasonably satisfied that the tile roof will be in harmony with the preservation of the community's overall appearance and consistent with the color scheme found in the Sherwin Williams color pallet binder.

The pallet is online at:

<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/largo/fl/sago-point-homeowners-association/>

**Addendum V**

**SAGO POINT HOMEOWNER'S ASSOCIATION APPLICATION FOR  
APPROVAL TO SELL DWELLING AND LOT**

To Board of Directors of SPHOA:

As the current owner, I hereby apply for approval to sell the dwelling and lot located at the following address:

\_\_\_\_\_

Instructions:

This application must be submitted to the Association's President together with a signed copy of the purchase agreement. Since most purchases require an estoppel letter, there will be a preparation fee of \$125.00. Payment of this fee may be made at closing. Approval or denial of this Application will be issued within 20 days from the date of receipt of the application.

Full name of Purchaser(s) \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Email address \_\_\_\_\_

All dwellings within the Association are designated as single family residences only. Please state the name and relationship of all persons who may be occupying the dwelling regularly.

Name	Relationship
_____	_____
_____	_____
_____	_____
_____	_____

Realtor Information:

Name \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address \_\_\_\_\_

Title Agent or Attorney Information:

Name \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address \_\_\_\_\_

Applicant's Affidavit

I declare that the information provided in this Application is true and correct. I further acknowledge that I have read Section 5 of the Amended and Restated Sago Point Declaration of Covenants, Conditions and Restrictions and I do hereby affirm that by execution of this Application that the purchasers have been provided with a copy of the above referenced Declaration of Covenants and that I have reasonably determined that the proposed sale complies with the provisions thereof.

Signatures:

Applicant (Owner) \_\_\_\_\_

Date \_\_\_\_\_

This application is: Approved \_\_\_ Not Approved \_\_\_

Sago Point Homeowner's Association's

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Addendum VI**

**Residential Rental Application**

For inquiries about the rental property, please contact: \_\_\_\_\_ at

\_\_\_\_\_

**Rental Property**

Rental Property Address: \_\_\_\_\_  
Date of availability: \_\_\_\_\_  
Type of Lease: Fixed Term  
Minimum Term: 1 year  
Monthly Rental Payment: \_\_\_\_\_  
Application Fee: \$50.00

**Applicants Personal Information**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Desired move in date: \_\_\_\_\_

**Other Occupants Information**

Name: \_\_\_\_\_  
Relation to occupant: \_\_\_\_\_  
Name: \_\_\_\_\_  
Relation to occupant: \_\_\_\_\_

**Personal History**

Current Address: \_\_\_\_\_  
How long have you resided at that address: \_\_\_\_\_  
Landlords Name: \_\_\_\_\_

Landlords Contact Information: \_\_\_\_\_  
Reasons for leaving property: \_\_\_\_\_

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Have you ever been evicted from a rental residence?	Yes	No
Have you or an occupant ever been convicted of a crime (this includes pleas of no contest and withholds of adjudication)	Yes	No
Have you declared bankruptcy in the past 7 years?	Yes	No
Do you consent to a criminal records check?	Yes	No

I declare that the information provided in this Application is true and correct. Should the Sago Point Homeowners Association discover misrepresentations after the lease of the rental property, the Association shall have the option to terminate the lease and seek redress for all available remedies. The Applicant further acknowledges that he/she has read Section 5 of the Amended and Restated Sago Point Declaration of Covenants, Conditions and Restrictions and does hereby agree that by execution of this Application, he/she shall comply with the governing documents of the Association and that this Application shall constitute an addendum to the lease whereby the Association is appointed as agent for the owner to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant, as deemed necessary.

The Applicant authorizes the Association to verify references and facts including, but not limited to, current and prior landlords and personal references. The Applicant understands that incomplete or incorrect information provided in the Application may cause a delay in processing or may result in the denial of the Application.

Applicants Signature: \_\_\_\_\_ Date\_\_\_\_\_

The Owner has read the foregoing acknowledgments of the Applicant and does hereby agree that this Application shall constitute an Addendum to the lease for the purposes stated above.

Owners Signature: \_\_\_\_\_ Date\_\_\_\_\_