

**Strathmore Gate East at Lake St. George Homeowners' Association, Inc.**  
**(A Deed Restricted Community)**  
**Rules and Regulations**

**General**

- 1- All sales and/or leases require approval of the Board of Directors and must include a background check.
- 2- Sales/lease applications must be submitted for processing at least three weeks (21) days prior to sale/lease occupancy. Payment of a \$100 processing fee is required.
- 3- Leases will be written for the entire dwelling and not just a portion thereof and for a term not less than seven (7) months.
- 4- Any owners and/or lessees or their guests and visitors, who are in violation of the Associations' documents shall be responsible to reimburse the Association for all actual and related costs in accordance with the Associations' documents and in accordance with Florida Statutes and to pay all fines incurred because of such violation(s).
- 5- A resident is not permitted to use the unit or to make any use of the common elements that will cause any increase in cost to the Association.
- 6- Improper, offensive, immoral or unlawful act or use shall not be made of the Association property or any part of it. Any use or practice that is a source of annoyance or nuisance to other residents and interferes with the peaceful possession and proper use of the villas/common areas by the residents thereof shall not be permitted.
- 7- For your own and your neighbor's comfort, noise shall be kept to a minimum. Volume of musical instruments, electronic devices, etc. will be kept at a low level, especially between the hours of 11:00 p.m. and 9:00 a.m. Such equipment shall not be positioned on a common wall.
- 8- All villas shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. Flammable, combustible or explosive substances are not to be used or stored in any unit, except normal household cleaning agents. All garbage cans, trash containers and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Outdoor clothes hanging shall not be allowed in areas visible from outside the dwelling. For sanitation reasons, trash placed in dumpsters shall be bagged and securely tied.
- 9- There shall be no solicitation or distribution of notices or materials by any person or group anywhere at Strathmore Gate East for any cause unless specifically authorized in writing by the Board of Directors or permitted by law.
- 10- No trade or business shall be conducted nor any commercial use made of any residential lot. See Section 9 of the Association's Declarations of Restrictions for exceptions.
- 11- No yard sales or craft sales are permitted in Strathmore Gate East.
- 12- Bicycles and other human propelled vehicles shall be stored and placed in an area not visible from outside the dwelling. It is prohibited to ride bicycles on the grass.
- 13- Any exterior alterations to a unit requiring changes or additions to electric wiring, plumbing, construction or related changes must first have approval of the Association. This provision has been adopted primarily, but not exclusively, for reasons of personal safety regulations and building code requirements of which unit owners may not be aware.
- 14- No building, outbuilding, garage, fence, tent, sign, wall, retaining wall or other structure of any kind shall be erected, constructed, placed or maintained on the Property. Nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof or to the landscaping (except for the privacy area) be made unless prior to the commencement of any construction, excavation or other work, two complete sets of plans and specifications thereof (including front, side and rear elevations and floor plans) indicating and fixing the exact location of such structures or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and been approved in writing by the Board of Directors. The Board shall have a period of thirty days (30) from receipt of such application to approve it or disapprove it. (Declaration of Restrictions, page 9, Article VIII, Sec. 1).
- 15- No signs, flags, banners, notices or advertising materials of any kind shall be placed or permitted to remain upon

any common area, lot, inside a window, on or in a vehicle, or in any location that is visible from the exterior dwelling. One security sign, one for sale or for rent sign of less than five feet, or one address sign may be displayed. No other sign, flag, banner, etc. of any kind or design shall be allowed. However, this Resolution shall not be construed to prohibit holiday decorations that are otherwise permitted in accordance with the standards and policies adopted from the Association from time to time.

- 16- A homeowner may display one portable, removable United States flag, official flag of the State of Florida, a respectable flag representing the United States Army, Navy, Air Force, Marine Corps, or Coast Guard in a respectful manner, not larger than 4 ½ by 6 feet. However, this Resolution shall not be construed to prohibit holiday decorations that are otherwise permitted in accordance with the standards and policies adopted from the Association from time to time.

#### **Right to Have Access, Right to Enter and Repair in Emergencies**

1. When necessary, the Association has the right of access to each unit during reasonable hours, for any maintenance, repair or replacement of any portion of the dwelling or for making emergency repairs necessary to prevent and/or repair damage to the common elements or to another unit or units. (Declarations of Restrictions, page 7 Sec. 3.).
2. The Association's right to access during reasonable hours is set forth in the preceding rule: in case of an emergency originating in or threatening any unit regardless of whether the unit owner therefore is present at the time of such emergency, the association or any person authorized by it shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. If an owner or his lessee was responsible for the repairs thus made, the cost thereof shall be assessed against such owner. (Declarations of Restrictions page 7, Sec. 3).
3. If the Association is required to make a forcible entry, the necessary cost of repairs to the door, etc. shall be borne by the unit owner.

#### **Pest Control/Termite Treatment/Repairs**

1. Pest control as currently contracted by the Association for the interior of units is available by contacting the current pest control company, NOTE: This service is free to the unit owner/tenant provided service is scheduled for a day the pest control company regularly services Strathmore Gate East. Appointments for any other time will be at the expense of the owner/tenant.
2. Termite treatment will be handled by the Association. The cost of repairs due to termite damage must be absorbed by the unit owner. Any treatment to common areas will be paid for by the Association.

#### **Vehicle Operation and Parking**

1. A current vehicle registration is required by all owners and residents.
2. The maximum speed limit throughout the community is 15 mph to ensure safety for pedestrians and children.
3. Driving or parking on grass is prohibited.
4. Each occupant shall park his/her vehicle only in the numbered parking space assigned to them.
5. Guest parking spaces are unassigned and are for the guests, visitors or additional parking for occupants. Owners and residents may not reserve or hold unassigned parking spaces for use by their guests and invitees. Please be considerate of your neighbor.
6. Any boat, boat trailer, recreational vehicle, house trailer, camper, commercial vehicle, motorcycle, moped or similar type wheeled non-automobile vehicle shall not be parked on the property overnight (dusk to dawn).
7. Repair of damage to the asphalt by negligence shall be charged to the unit owner.
8. Repair of vehicles shall not be permitted on the premises including oil changes and lubrication.
9. Vehicles of any nature shall not be parked on any portion of the properties, lots or common areas except for on the surfaced designated parking area of the common area.
10. Unregistered vehicles, vehicles with expired registration, or illegally parked vehicles are subject to be towed from

### Pets

1. Pets are not allowed to reside on the property without written approval of the Board of Directors.
2. The owner of a pet shall indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of any incident involving an owner's or lessee's animal on Association property.
3. The Association may assess a fine in the amount of \$100 to an owner arising from an incident involving the owner or tenant's pet(s) that is in violation of these Rules and Regulations.
4. Pets must be on a leash at all times and must not be permitted to run free.
5. Pets are to be walked only in the common areas of the Association's property.
6. Pet litter is to be picked up, bagged and disposed of in a dumpster only. Pet waste should NOT be placed in the storm drains since they do NOT drain into a sewer system; they flow into the environmental areas.
7. Excessive barking or disturbance by a pet, when it constitutes a nuisance, can result in withdrawal of approval to have a pet on property.
8. Pets are not allowed in the pool area or tennis court.

### Pool

1. Pool hours are from sunrise to sunset daily; access is not permitted after dark. The pool area will be unavailable during the daily, routine cleaning and leaf blowing.
2. Persons using the pool do so at their own risk as no lifeguard is on duty. Those using the pool should respect the rights of others.
3. Use of the swimming pool is restricted to residents and guests. As such, you are responsible for the actions of your children and guests.
4. Children under 12 years of age are required to be accompanied by an adult at all times.
5. Everyone is required to shower before entering the pool -- STATE LAW.
6. Entry and exit from the swimming pool area will be through the entrance gate only. Climbing the fence is a violation and may be subject to a fine.
7. Appropriate swimming attire (bathing suit) is required. No street clothes may be worn. Footwear must be worn to the pool area.
8. Use of the pool by children in diapers should be closely supervised by a responsible adult for purposes of safety and sanitation. Infants needing diapers must wear tight fitting waterproof pants that will retain body waste.
9. Persons with skin rashes or skin conditions or any communicable diseases are not permitted in the pool.
10. Pool deck furniture is not to be removed from the pool area. Persons using chairs or lounges will first cover them with a full-length towel. Pool chairs and lounges may not be reserved when leaving the pool area. If a homeowner or their guest moves or rearranges pool furniture, these members or their guests must return the chairs, tables and other furniture back to their original position before leaving.
11. Litter is to be deposited in trash containers around the pool area and under no circumstances may trash be thrown into the pool. Diapers are to be properly disposed of in a dumpster and not in pool trash containers.
12. Electronic devices are to be used only with ear phones.
13. Glass or other breakable objects are not permitted in the pool area. Food and beverages are permitted in the gazebo area only. No beer or alcoholic beverages are permitted.
14. Loud, boisterous conduct, obscene language, or disturbing noise are not allowed.
15. Diving, running or pushing is not permitted. Ball playing or throwing of other objects into the pool or on the pool deck is not permitted.
16. Full, body length floats, rafts or other such paraphernalia are not permitted in the pool area. Small inflatable toys and arm wings for young, supervised children are permitted. Additionally, "noodles" and noodle-like flotation devices are permitted.
17. Skates, skateboards or bicycles are not permitted in the pool area.
18. Pets are not permitted in the pool area.
19. No one is allowed to use water rescue equipment except in an emergency.
20. Smoking is not permitted in the pool area.

### Landscaping

1. Owners and renters are free to plant annual flowers in the beds surrounding their unit. However, PLANTING or REMOVAL of any live-perennial shrub, bush, plant or tree must FIRST be approved in writing by submitting a Work Order and/or a **Landscape Modification Form** (see your Court Captain) to the Board of Directors.
2. Removal of dead trees and bushes on community property shall be the responsibility of the Association, at no direct expense to the owner. The decision to replace a dead tree or bushes shall be in the sole discretion of the Board of Directors.
3. Work Order requests for removal of live trees on community property shall be submitted to the Board of Directors for review. Should the Board decline the request the homeowner wishing to remove a live tree near their unit must complete a **Landscape Modification Form** and submit same to the Board of Directors for approval. Upon approval, the Homeowner shall be responsible for contacting a licensed Arborist, who must obtain a permit from the appropriate municipal agency, pay all necessary license fees and costs associated with removal and disposal of the tree remains. Disposal of the tree shall include removal of the stump by grinding, to a depth specified on the approved Landscape Modification Form at the owner's expense.
4. While gutters are not required to be installed, they are often recommended to draw the water away from the ground near a unit. However, it is the responsibility of the unit owner to make sure the gutters remain clean and functional. Downspouts from gutters may not direct rain water onto another unit or the common area surrounding a unit.

### Reporting Infractions

Reporting of infractions is to be made in writing, signed and forwarded to the management company for investigation and appropriate action.

RULE INFRACTIONS MAY SUBJECT VIOLATORS TO A FINE AS PER THESE RULES AND REGULATIONS OF THE HOMEOWNERS' ASSOCIATION, LAWS OF THE STATE OF FLORIDA PERTAINING TO HOMEOWNERS' ASSOCIATIONS AND THE DOCUMENTS OF STRATHMORE GATE EAST.

THE ASSOCIATION SHALL HAVE ALL RIGHTS AND POWERS ENUMERATED UNDER THE ASSOCIATION'S DECLARATION OF COVENANTS TO ENFORCE THESE RULES AND REGULATIONS, INCLUDING THE IMPOSITION OF FINES, PLACING A LIEN ON THE OWNER'S PROPERTY AND POSSIBLE LIEN FORECLOSURE.

IF ANY OF THE FOREGOING RULES AND REGULATIONS CONFLICT WITH THE DOCUMENTS OF THE ASSOCIATION, THE DOCUMENTS WILL TAKE PRECEDENCE.