

# **STONEHEDGE ON THE HILL**

**39820 US Highway 19 N  
Tarpon Springs, FL 34689  
Office (727) 934-7917  
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[stonehedgeonthehill.org](http://stonehedgeonthehill.org)**

## **RULES AND REGULATIONS**

**OF**

**STONEHEDGE RESIDENTS  
INCORPORATED**

**April 24, 2019**



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## **INTRODUCTION**

**This guide to Stonehedge living has been written for your convenience and enlightenment. The Rules and Regulations of Stonehedge Residents Incorporated have been designed so that you can fully enjoy a carefree lifestyle. Their purpose is for your benefit and protection. The Rules and Regulations book is NOT all inclusive and may not cover all situations, policies or procedures. If a resident's plan of action is not included, the resident shall consult with the Park Manager BEFORE taking action. PLEASE NOTE THAT FOR ANY QUESTIONS OR DISCREPENCIES, THE BOARD OF DIRECTORS MAKES THE FINAL DECISION.**

**Located within minutes of Gulf Coast beaches, Stonehedge is one of the finest mobile home parks in the Tarpon Springs area. Stonehedge is a community providing facilities and services for you. Stonehedge has many forms of recreation and social activity. Shuffleboard courts, pool tables, a swimming pool and a modern clubhouse provide hours of relaxation for residents. Activities are scheduled and organized by residents.**

**A newsletter, published monthly serves as a means of communication. It contains a schedule of activities for the month and news concerning park events and residents. Everyone is encouraged to contribute to this publication by placing items of interest in the appropriate box in the clubhouse. The newsletter is available at the clubhouse, the mail center, and online at [stonehedgeonthehill.com](http://stonehedgeonthehill.com).**

**Florida Statutes 719 require that all lease agreements and Rules and Regulations adhere to rather strict guidelines and contain some very specific wording. Together, they spell out the limitations, as well as the rights of all residents and all property owners. These laws have been enacted for your benefit, and Stonehedge Residents Incorporated (SRI) is in agreement with the**

concepts and provisions they promote.

We firmly believe all of our residents must be knowledgeable of the covenants and regulations governing their lives, and we will make every effort to keep you informed. The specific series of laws applicable to mobile homes and cooperatives are listed in the lease agreement and cooperative documents.

As in any legal matter, certain specific wording is required. We have made every attempt to provide Rules and Regulations which are to the benefit of all residents. There are certain standards which must be adhered to in any complex, such as a mobile home park, and we are certain that you will agree to the necessity of our specific rules.

We encourage you to read this very carefully and ask any questions which you may have. It is designed for your benefit and there is a specific reason behind each provision. These Rules and Regulations, as well as the Lease agreement and the Cooperative documents, are only a small part of the lifestyle of Stonehedge on the Hill.

Our facilities, location and community activities, as well as the value placed on you as an individual resident, are what make living at Stonehedge a superior way of life. Your own standard of quality and good taste is reflected in this park and we trust you will enjoy this happy way of life.

### ***DEFINITIONS AND ABBREVIATIONS***

Wherever used in this document, the singular shall include the plural, and the masculine gender shall include the feminine, and vice-versa, regardless of the terminology stated herein.

"Association", "Corporation", "Cooperative", or "SRI" means Stonehedge Residents Incorporated.

"Board" means SRI Board of Directors.

**“Common areas”** refers to all areas in the park with the exception of Lots. **“Division”** means the Division of Florida Land Sales, Condominiums and Mobile Homes.

**“Park”** refers to Stonehedge or Stonehedge on the Hill or the physical area and facilities mutually owned by the shareholders. The terms are used interchangeably herein.

**“Perimeter Area”** is defined as being the following lots/units only. Numbers 1 to 26, 27, 30, 37, 38, 45 to 49, 50 to 63, 66, 80, 91, 92, 103, 104, 115, 116, 127, 128, 139 to 146, 211 to 218, 227, 228, 238, 239, 249, 250, 261, 262, 180, 181, 188 to 192 inclusive.

**“SAC”** means Stonehedge Appeals Council

**“Shareholder”** means a unit owner who has purchased a share in Stonehedge Residents Incorporated.

**“Stonehedge Residents’ Incorporated”** means Stonehedge Residents Incorporated.

**“Short-term renter”** or **“renter”** means a temporary resident having a three month or a greater lease with a unit owner with the concurrence of SRI.

**“Unit owner”** or **“shareholder”** shall mean a shareholder of the Corporation who also holds a lease of a cooperative unit (lot) in the park.

## **GENERAL INFORMATION (Office/Utilities/Postal)**

- 1. OFFICE HOURS:** The hours are posted on the front of the building by the entrance. The Park Manager is available during office hours, and it is requested that all ordinary business be conducted during regular office hours. If it is impossible for you to meet the Manager at these times, please arrange a meeting by appointment. In the event of a service emergency, contact the Manager by calling 934-7917, or one of the emergency contact persons listed on the inside front cover of the Park Telephone Directory.
- 2. UTILITIES:** Lawn service, trash removal, water and basic cable are included in the lot maintenance fee. Electricity is individually metered and payable directly to the utility company. The maintenance fee is payable on the third day of each month to Stonehedge Residents Incorporated.
- 3. POSTAL SERVICE:** An example of your Stonehedge address follows. The post office has advised that mail will be delivered promptly **ONLY** when all the following are included as shown:

**NAME OF RESIDENT**

**39820 US Highway 19 N, Lot # (MUST BE INCLUDED)**

**Tarpon Springs, Florida 34689**

**IMPORTANT NOTE:** It is the Resident's responsibility to have mail forwarded when out of town for any length of time. **ONLY ONE (1)** main mailing address is kept on file for all association related mailings. Any change to your main mailing address must be reported to the office.

## ***RULES AND REGULATIONS***

**These Rules and Regulations of Stonehedge Residents Incorporated apply to all residents (shareholders, short term renters, and guests of residents) specifically incorporated by reference into all lease agreements executed by owners of this Park. These rules have been adopted as reasonable and necessary for proper and efficient operation of the Park, and for the health, safety, and welfare of everyone.**

**Stonehedge is a community for residents fifty-five (55) years of age and older. Stonehedge provides facilities and services specifically designed to meet the social and physical needs of persons fifty-five (55) years of age and older. Stonehedge Residents Incorporated (SRI) recognizes the need to provide ample housing opportunities for those fifty-five (55) years of age and older.**

### ***GENERAL***

- 1. The Board of Directors of SRI has and shall reserve the right to reject any prospective resident less than fifty-five (55) years of age and older.**

**It is SRI policy that all prospective Residents (Buyers) be interviewed PRIOR TO closing for the sale of any home in Stonehedge. The standard process is:**

- A) A review of a completed background check on the prospective resident(s). (A \$50 fee due upon submittal of Application for Residency).**
- B) A scheduled interview with all the prospective Resident(s) by members of the SRI Board of Directors**
- C) A letter (Resident Approval Form) from the SRI Board of Directors or Manager acknowledging approval of a Resident(s).**

**It is the responsibility of the Stonehedge Manager and ALL Sellers (including their real estate or other agents) to inform all prospective Resident(s) of this Rule and Regulation and associated process (and fee) for approval of a Resident(s).**



- 2. If a resident's plan of action is not included, the resident shall consult with the Park Manager BEFORE taking action.**
- 3. All payments, assessments and fees are paid to SRI, and are due and payable on the third day of each month. Payments postmarked after the fifth (5th) day of each month are considered delinquent and subject to a late charge amount which is determined by the Board annually, but not to exceed the amount allowable by law. Payments past due for more than sixty (60) days shall be subject to interest charges at the rate of ten (10%) percent per annum. The Board may adopt billing procedures as requested by Management.**
- 4. Each unit owner shall be responsible for a monthly assessment payable in U.S. currency to SRI for the expenses associated with common elements of the property. The total assessment amount is divided equally between the shareholders to provide funds for the maintenance, repair, operation and replacement of common property. The assessment also provides funds for the cost of carrying out the duties of SRI and any other expenses designated by SRI as "Common Expenses" as defined by Florida Statutes, Chapter 719. SRI makes a determination annually as to the amount of common expenses and the pro rata share of each unit owner as disclosed in Exhibit "C-I" of the Master Occupancy Agreement. The annual assessment is made a part of SRI's annual budget.**
- 5. SRI shall, upon failure of the unit owner to pay his or her pro-rated share of the common expense assessment, have a lien placed on each such cooperative parcel for the amount of the unpaid assessment and interest. SRI shall retain the right to bring other legal action against each and any unit owner for enforcement of the lien and shall be entitled to all attorneys' fees and costs associated with any action. The legal remedy stated herein does not preclude SRI from any and all other remedies available to it provided by the laws of the State of Florida and otherwise. Florida statute, section 719.108(4).**

- 6. The Board of Directors shall be notified in writing of your intention to vacate your space with a minimum notice of thirty (30) days.**
- 7. Unit owners who intend to sell their home must notify the park manager and receive an application to be completed by the prospective buyers. The Board of SRI has final authority in approving of any prospective buyers.**
- 8. SRI reserves the right to require a one-time application fee, not to exceed fifty (\$50.00) dollars per application, to be paid by the applicant to defray any costs connected with the screening process for prospective unit owners. The failure of any prospective unit owner to provide general background information, personal references, and proof of financial responsibility shall be deemed a cause for refusal of admittance.**
- 9. Unit owners may sell their homes themselves or may list their home with a licensed real estate broker. Transfers of the Cooperative Units are governed under the Bylaws of SRI and Florida Statutes Chapter 719.**
- 10. Any unit owner wishing to remove their mobile home from the Park, for any reason, must first obtain written permission from the Board. The unit owner shall be responsible for any and all damage caused to the Park or private property as a result of the removal of the home. The Board may require a security deposit prior to the removal of the home and may require proof of bonding and insurance by the moving company.**
- 11. One "For Sale" sign, not to exceed twelve by fourteen (12" x 14") inches, may be placed on the home ONLY (State Law).**
- 12. No other signs or advertising materials will be permitted to be posted on the mobile home or the mobile home space. If you desire, a sign not to exceed four by six (4" x 6") inches advertising**

**a mobile home for sale or giving notices, may be placed on the designated park bulletin board inside the clubhouse.**

- 13. Please clear with the Board any advertising giving the Park as an address. If an independent realtor is engaged to sell your home, the realtor is required to notify the Board and receive instruction on the requirements of sale as established by the Board.**
- 14. Loud parties, excessive volume of radios, stereos, TV's or musical instruments will not be allowed.**
- 15. Drunkenness or boisterous conduct will not be tolerated.**
- 16. The Park provides cable TV service based upon a master contract with the cable provider. The master contract covers service for each lot. No antennas are to be placed on the mobile home or home site. "A parabolic satellite dish antenna to receive TV signals as per current F.C.C. regulations are permitted if it meets the following standards. No dish may be roof mounted. The maximum pole length shall not extend above the height of the side wall to which it is attached. All satellite dishes shall be neutral in color and blend in with the surroundings. Ground mounted dish antennas are only permitted in rear yards and must be set-back a minimum of five feet from a rear or side lot line and fifteen feet from the street in the case of a corner lot. The maximum overall height of a ground mounted dish shall not exceed ten feet."**
- 17. Residents will be held liable for the damage caused by their guests or pets.**
- 18. Soliciting, delivering of hand bills or peddling or such other commercial enterprises within the Park are not permitted. No door to door solicitation will be allowed by residents for business purposes. This rule shall not be deemed to inhibit the right of unit owners to peaceably assemble and communicate as provided by Florida Statutes Section 719.**

19. **The Board of SRI shall have the right to refuse admittance to any prospective Unit owner under the age of fifty-five (55), in compliance with the exemption requirements of the Fair Housing Act and subject to the provisions listed below:**
  - (a) **No one-bedroom (1-bedroom) unit shall be permanently occupied by more than two (2) individuals.**
  - (b) **No two-bedroom (2-bedroom) unit shall be permanently occupied by more than four (4) individuals.**
20. **No instructions to, or requests of the maintenance man or contract personnel is permitted. All requests must be made directly to the Park Manager, who will then schedule any necessary maintenance.**
21. **Dress Code: A dress code is required when residents or guests are not on a home owners' premises. This includes footwear, beach robes or shirts over shorts or bathing suits. (No bare tops.)**
22. **All requests to the SRI Board of Directors or Park Manager for an exception or clarification of any Rule or Regulation of Stonehedge Residents Incorporated must be in writing to the Park Manager and the reply or ruling from the Park Manager must be in writing to be valid. The Park Manager shall have the authority only as specifically delegated by the Board**

### ***VISITORS***

1. **Visitors must adhere to all park rules and regulations.**
2. **The Park requires all overnight guests to sign the registration book in the clubhouse.**
3. **Park residents' visitors less than sixteen (16) years of age must be supervised by an adult while using recreational facilities such as the swimming pool, shuffleboard courts, and when in the recreation hall.**

4. **Visiting guests are limited to stay, not in excess of thirty (30) total days per year. Upon written request of the resident, an extension may be approved by the Park Manager. The thirty (30) days per year do not apply to guests fifty-five (55) years of age or older provided that they are registered as stipulated in # 2 above, and are in compliance with rule #18 under General designating the number of individuals per unit.**
5. **Visitors' pets are permitted in the Park, governed by the rules in the Pet Section.**
6. **Visitors may park cars in driveways or in the designated parking area at the clubhouse (see "VEHICLES").**

### **SUBLEASING**

The unit owner has the privilege of subletting his mobile home under the following conditions:

1. **A Shareholder shall not be authorized to lease or rent his Lot for the first twenty-four (24) months of ownership. Unit owner must have prior written consent from the Park Manager. Owners who have received their property through inheritance, once approved as a Shareholder, are exempt from holding their share for twenty-four (24) months before he may rent the property. Park approval for all leases/rents shall be required as stated in the governing document.**
2. **The Unit owner assumes full responsibility for any damage caused by the short-term renter or their guests to any park property and/or facilities.**
3. **Short-term renters must adhere to all park rules and regulations. It shall be the responsibility of the unit owner to supply a current copy of SRI's Rules and Regulations to the short-term renter. A**

copy of the rental agreement and proof of age of renters shall be submitted to the office fifteen (15) days prior to starting date of desired occupancy date. Such records shall be retained for at least two (2) years.

4. No home may be sublet for a period of less than three (3) months. The Unit owner is responsible for any federal, state, or local tax. No short-term renter may sublet.
5. Short-term renters, and all prospective occupants, must be fifty-five (55) years of age or older.
6. A unit owner in violation of these Rules and Regulations is subject to all legal remedies at the disposal of the Board of SRI and pursuant to Florida Statutes Section 719.303.
7. Unit owners in violation of the Rules and Regulations or any of the cooperative documents are subject to the provisions of Florida Statutes Section 719.303. Unit owners will be held responsible for any renter occupying the cooperative unit.

### ***MOBILE HOME SITES***

1. A unit owner's mobile home and lot shall be used solely for residential purposes.
2. Window unit air conditioners may be installed in breezeways, porches, screen-rooms, etc., provided each proposed installation plan is submitted by the resident and approved by the Park Manager before starting installation. All additions must comply with city, county and state codes and any standards as established by the Board.
3. The Board, with the cooperation of our residents, assumes responsibility for the total appearance of our Park.

- 4. Residents shall fill out the form titled: "Request to Make Additions or Changes" to mobile home, fixtures or appurtenances for ANY exterior modification, including altering the exterior color, addition or replacement of homes, or any additions, alterations or changes to the Lot. This form will be submitted to the Park Manager who will notify the Board. The Board will then give written approval or denial of the request. All such modifications, additions or replacement must comply with city, county and state codes and standards as established by the Board.**
- 5. Storage of items under or around the mobile home, or on carports, is not permitted. Only furniture, specifically designed for outside use, shall be used outside the mobile home.**
- 6. Due to underground utilities, any digging for the purpose of additional shrubs and trees shall be approved by the Park Manager in writing.**
- 7. Planting between homes is not permitted.**
- 8. Mobile home lots and all structures are to be maintained to satisfactory standards established by the Board. The resident is responsible for the maintenance of his own lot. If a resident plan to be away from home for any length of time, he should make arrangements to have his lot maintained (water, trimming of bushes, fertilizing, etc.). Failure of the unit owner to properly maintain the lot to established standards shall subject the unit owner to the provisions of Florida Statutes Section 719.303.**
- 9. Travel trailers, campers, boats, including canoes, are not permitted in driveways or at mobile home spaces except for two (2) days to load and unload (overnight).**

## **VEHICLES**

- 1. The speed limit in the Park is fifteen (15) miles per hour.**
- 2. Pedestrians have the right of way. No one under 16 may drive a motorized vehicle. Bicycles, tricycles, golf carts and scooters used at dusk or nighttime are required to have and to use appropriate lights and reflectors to be readily seen at 500 feet.**
- 3. Cyclists shall observe the rules of the road; keep to right side of road and stop at stop signs. Bicycles should be equipped with front light and rear reflectors for nighttime safety. When in the recreational area, bikes and tricycles shall be parked in the designated area at front of clubhouse only. Riding of adult bikes or adult tricycles on sidewalks is NOT permitted.**
- 4. Motorcycles, including combustible engine scooters, are permitted in Stonehedge with the following restrictions:**
  - a. Motorcycles are limited to exiting or entering the Park, to and from the owner's residence ONLY.**
  - b. Motorcycle must be titled in the unit owner's name.**
  - c. The Motorcycle operator must obey all Park road rules.**
  - d. There shall be no revving of the engine at any time.**
  - e. Noise level to be determined at the sole discretion of the Board.**

**Occasional visitors to the Park on motorcycles, or scooters must obtain written approval by the Park Manager, as determined by the Board of Directors.**

- 5. The Park Manager may restrict the operation of any delivery transportation or other traffic in the Park.**
- 6. Trucks owned or operated by or on behalf of resident's over one (1) ton are not permitted.**



7. **Major automotive or RV repairs by or for residents are not permitted on carports or within the Park.**
8. **No unlicensed or inoperative vehicles are permitted to be operated or to be stored anywhere on Park property.**
9. **All residents and guests are to use individual driveways or park in the general parking areas at the Clubhouse. Legal parallel parking on park streets is permitted as long as you do not block any resident's driveway or sidewalk. At the Clubhouse, park so that bumper does not extend over sidewalk.**
10. **No parking is permitted on sidewalks or yards. Golf carts are not permitted to be parked or driven on yards or the Park common grounds except in areas designated by the Board.**
11. **Unit owner's RV and other vehicles may be parked only in designated area at the rear of the Clubhouse for a period not to exceed five (5) days in any thirty (30) day period.**
12. **All vehicles must bear identification (including owner's name and lot number) if parked overnight at the Clubhouse. Place the identification card on the dashboard. Identification must be visible from outside the vehicle.**

### ***PETS***

1. **Pets shall include dogs, cats, and birds. Exotic pets or any animal with poisonous bites or injection capability, farm animals and animals with loud or raucous calls are excluded. Dogs are allowed in the pet section only as designated by the Board, i.e. perimeter area (see DEFINITIONS AND ABBREVIATIONS).**
2. **Dogs shall be no more than twenty (20") inches high. The number of pets shall be no more than two, excluding small fish, per residence.**

3. **Visiting dog(s) (2 maximum) to a non-dog lot is allowed ONLY after receiving WRITTEN Board of Directors or Management approval. The following apply:**
  - a. **Written request must be submitted at least 10 days in advance of visit**
  - b. **Maximum stay is up to seven (7) days within a 30-day period**
  - c. **Owner of the dog(s) should be prepared to provide a copy of up to date vaccination records.**
  - d. **Compliance with ALL pet restrictions is required.**
4. **Cats and dogs in the pet section outside the home must be under control at all times, either on a leash or within an invisible fence system. The invisible fence must be installed at the owner's expense by an approved company allowing the animals access only to the side and back of the property and as approved by the board.**
5.
  - a) **No pets are allowed in common areas, recreational areas, Clubhouse building, streets except to cross, or yard of other residents without permission.**
  - b) **Pets must be walked on a leash only on the two outside strips of common area along the east main entrance up to the Cody's way sidewalk, as a limiting point on both sides of the entrance. Cars may be parked on the right (south) side only. The total # of vehicles including golf carts is limited to 4. The areas are off limits before 7:30 AM and after 8:30 PM so as not to disturb homes close to that area.**
6. **Residents shall clean up after their pets.**
7. **Excessive barking or noise will not be tolerated.**
8. **All dogs and cats shall be registered with the Park at the Manager's office effective March 2007. Residents must submit to the Park Manager or SRI Board written evidence of rabies**

vaccination of their dog and adequate shots for their cat, on request. Ask your veterinarian for a copy of same.

9. When a pet dies, it can be replaced (subject to item #1 and #2).
10. All residents requesting assistance animals residing outside the designated pet sections must fully complete the ASSISTANCE ANIMAL REQUEST form. This request must be reviewed by associations' attorney and approved by the Board prior to any assistance animal being allowed on a property outside the designated pet section. (Request form from office)

### ***DISPOSAL (GARBAGE AND TRASH)***

1. Every resident of the Park has a responsibility for helping to keep the Park clean and neat.
2. Trash receptacles must be stored in the utility shed, not on carport or around mobile home.
3. Garbage and trash must be put in plastic bags (no cans). Trash for pickup shall be placed on the sidewalk on the morning(s) designated for pickups. Do not place trash out the evening before. When pickup day is a holiday, check on its availability in the newspaper, etc. The dumpster at the Clubhouse may be used only to deposit brush or plant trimmings. See the posting at the dumpster for further information.

Leaves and plant trimmings should be placed in plastic bags.  
No burning of trash or leaves is permitted.

### ***LAUNDRY***

1. The laundry room is for residents and their registered guests.
2. Please clean up after use and turn off lights and fan and close the door.

3. **Dyeing in the Stonehedge washing machines is not permitted.**
4. **Only umbrella type drying racks and portable racks are permitted in the Park and shall be placed in backyards. Racks must be taken down and stored before dark.**
5. **No laundry will be dried outside on Sundays or holidays.**
6. **No drying racks, lines or laundry shall be hung or placed on carports or side yards. No swim-wear or towels are to be hung on chairs, drying racks or lines on carports, side yards, or screen porches to dry.**

### ***RECREATIONAL ACTIVITIES***

**Specific rules and regulations governing swimming pool, shuffleboard courts, library, crafts room, laundry, and billiard room are posted on location in the respective areas.**

1. **Schedule the use of recreational facilities with the office and calendar chairperson.**
2. **Residents assume the responsibility for leaving the recreation hall, card room, billiard room and kitchen as they and their guests found them.**
3. **Clean-up after all activities is the responsibility of the function chairperson and the committee.**
4. **If there is no conflict with regular activities, Park facilities may be used by unit owners for private activities without charge. Make arrangements with the Park Manager.**
5. **Final decisions on use of all Park property, buildings and recreational facilities rest with the SRI Board of directors.**

## ***MANAGEMENT RESPONSIBILITIES***

- 1. Providing water and sewer for unit owners under the terms and conditions of the Chapter 719 Prospectus and as established by the Board in compliance therewith.**

**Everyone is asked to conserve water. Excessive use and wasting of water results in higher water bills to SRI and increased costs to individual unit owners.**

- 2. Providing trash collection services.**
- 3. Lawn mowing including the edging of common sidewalks and lawn maintenance, including spraying with insecticides (for mole crickets) and fertilizing all the lawns in the Park including the Lots.**
- 4. Caring for recreational and common facilities for resident use.**
- 5. Providing a coin-operated laundry facility.**
- 6. Cleaning and maintenance of streets and sidewalks.**

## ***RESIDENT RESPONSIBILITIES***

- 1. Any unit owner absent from the Park exceeding two weeks is required to complete a Snowbird Fly-Away form. Forms available on line and in the office**
- 2. Unit owners are responsible for the repair of clogged or broken sewer lines from the mobile home to the sewer (on rear of property). SRI may make said repairs on behalf of the unit owner, charge the owner a sum equal to costs plus fifty (50%) percent, and said sum shall be deemed to be due with the next month's assessment as an additional assessment.**
- 3. The unit owner shall be responsible for repair of city water lines**

from the water main to the mobile home. The same rules apply to the maintenance and repair of sprinkler systems. The owner should have knowledge of the sprinkler system, including maintenance of the sprinkler heads and operation of the timer. In the event a unit owner fails to maintain the water line, SRI may make such repairs as are necessary on behalf of the unit owner and said sum shall be deemed to be due with the next month's assessment.

4. The owner shall be responsible for repair and replacement of electric lines from his mobile home to the meter plug-in box at the pedestal breaker. The electric company shall be responsible for maintenance of the electric line to the meter plug-in unit and the meter. SRI shall be responsible for the maintenance only of the meter plug-in unit, including the electric breaker unit on the electric utility pedestal.
5. Watering lawns by hand or sprinklers will be governed by the Southwest Florida Water Management, District rules or current regulations and ordinances of any agency of the state of Florida, City of Tarpon Springs or the SRI Board.
6. Weeding and general maintenance of shrubs, flower beds and sod around the mobile home, walkways and utility sheds.

### ***LIABILITY***

SRI is not responsible legally or financially for damage, injury, death, or loss by accident, theft or fire to either the property or persons or guests.

### ***ENFORCEMENT OF RULES AND REGULATIONS***

A major prerequisite for admittance to Stonehedge on the Hill is that the prospective resident (or short-term renter) inform himself of each rule and regulation. That this prerequisite has been met will be confirmed during the interview process of all

**perspective residents.**

**Violations of the rules will result in appropriate action against the responsible owners.**

- 1. Initially, the property Manager will verbally advise the person responsible that a rule infraction has occurred. The violator is required to verbally acknowledge the violation. An appropriate timeline for compliance is determined at this point.**

**CONTINUED non-compliance with the rules will invoke the following action:**

- 2. A letter from the Property Manager will be sent to the responsible owner (and renter where appropriate) describing the violation and seeking compliance. Such notifications shall be by Certified Mail and shall contain a warning that if a violation continues legal action will be initiated. The violator may be required to submit an appropriate plan for compliance.**

- 3. If the behavior continues, the violator shall be sent a letter by the Park Attorney setting forth the legal actions that have been started. Such actions shall seek recovery of all court costs, and, reasonable attorney fees are to be paid by the defendant.**

**Unit owners are entitled to notice of amendment of the Rules and Regulations under the terms of Chapter 719, Florida Statutes and the Cooperative documents. Each unit owner is entitled to notice pursuant to Florida Statutes Section 719.303 for any infraction of the rules or cooperative documents, by certified mail, return receipt requested. Unit owners are subject to the provisions of Florida Statutes Section 719.303(3).**

**SRI may levy reasonable fines against a cooperative unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provisions of the declaration, the**

**Corporation By laws, or reasonable rules of SRI. No fine will become a lien against a cooperative unit. No fine may exceed one hundred (\$100.00) dollars per violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand (\$1,000.00) dollars, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner, and if applicable, its licensee or invitee, pursuant to Florida Statutes Section. 719.303 (3).**

**Where a complaint relates to the personal conduct of another Park resident said complaint must be in writing and signed by the person lodging the complaint. Disputes between neighbors, including personal conflicts and domestic quarrels, are not within the purview of the Park Manager or the Board of SRI and the Board will not become involved unless such activities become detrimental to the community at large.**

**The failure of SRI to enforce any of the Rules and Regulations shall not be deemed as a waiver of the right to enforce the Rules and Regulations at a later date. SRI shall not be liable for its failure to enforce any rule or regulation.**

**In the event any Rule or Regulations is held invalid or unenforceable, said invalidity shall not affect the remaining Rules and Regulations.**

**All interpretation of these Rules and Regulations and all other corporate and cooperative documents will be within the discretion of Board of SRI.**



## **STONEHEDGE APPEALS COUNCIL, (SAC)**

### **Preamble**

**Further recourse by SAC will be available after the application of the above noted management practice, as well as the following available practice, as required by law**

- 1. The property management has verbally given a friendly reminder to the unit owner (or short-term renter) that a rule infraction has occurred.**
- 2. This reminder has been followed by a written notice to the responsible owner (and renter where appropriate) describing the violation and seeking compliance.**
- 3. If the infraction continues a second written and final notice will be sent by Certified mail.**
- 4. Violations which the Board, in its sole discretion, deem to be urgent and require immediate response, will receive a first and final warning. A repeat of the violation will result in a hearing with the Stonehedge Appeals Council.**

**A hearing will be set following the guidelines provided in the Rules and Regulations, the sections entitled ENFORCEMENT OF RULES AND REGULATIONS and STONEHEDGE APPEALS COUNCIL, (SAC).**

**Violations deemed to be urgent may include, but shall not be limited to, those circumstances which pose a threat to any person's health or pose a risk of loss or damage to anyone's property.**

### **Purpose**

**To review appeals from residents regarding board decisions relative to the application of SRI declaration bylaws and rules and regulations and to propose to the board the assessment of fines.**

### **Panel**

**A three (3) person panel drawn from a pool of approved**

**applicants who have been interviewed and appointed by the board will review all SRI declaration bylaws and rules and regulation appeals initiated against board decisions. Participation from the annually established list of appointed applicants will be on a rotation basis.**

### **Notice and Opportunity to be heard**

**No fines may be imposed without written notice of at least fourteen (14) days to the owner (and renter where appropriate) proposed to be fined and an opportunity for a hearing before the SAC the written notice shall include:**

- a) A statement of the date and time and place of the hearing**
- b) A statement of the provisions of the declaration bylaws and rules and regulation that have allegedly been violated: and**
- c) Documentation that the management practices as defined above have been met.**

**The owner shall have the opportunity to respond, to present evidence and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review challenge and respond to any material considered by the SAC. If the owner fails to attend the hearing as set by the SAC the owner shall be deemed to have admitted to the allegations contained in the written notice to the owner. Written results of the SAC deliberations will be provided to the owner by the board.**

### **Procedure**

**Step 1. The SAC panel must determine if a violation has occurred. Substantive written submissions may be presented to the SAC prior to commencement of deliberations.**

**Step 2. The SAC panel will submit one of two possible decisions to the board of directors stating the panel's decision for action within ten (10) days of the SAC panel meeting as follows:**

1. The board has followed SRI declaration bylaws, rules, regulations and procedures in their decision for the action by the SAC panel to levy a fine or
2. The board has not followed SRI declaration bylaws, rules, regulations and procedures in their decision for the action by the SAC panel to levy a fine.

### **Potential Fines**

The amount of the fine shall be \$50.00 per violation. Notwithstanding the foregoing if any violation is of a continuing nature a fine may be levied on the basis of each day of continuing violation provided no fines shall exceed \$1,000.00 in aggregate. No lien can be imposed against a unit; however, all other collection action will be available to collect the outstanding liability.

### **Notification**

All SAC decisions will be outlined at the monthly meetings of the SRI board of directors as well as being posted both in the Beacon newsletter and on the executive bulletin board.

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## ***AMENDMENTS TO RULES AND REGULATIONS, 2007 March 28***

**From the By-Laws of Stonehedge Residents Incorporated,**

### **ARTICLE XI RULES AND REGULATIONS**

Rules and Regulations, as established by the Board of Directors and approved by the shareholders, are hereby made a part of these By-laws, and shall bind all shareholders and tenants until such time as they are amended. New rules and regulations may be approved by the vote of a majority of those present and

entitled to vote at any meeting at which there is a Quorum of shareholders by a ballot vote. Text of the proposed change shall be posted at the clubhouse and/or the office door of the Corporation at least four (4) weeks prior to the ballot vote. Proposals to amend existing Rules and Regulations shall contain the full text of the Rule to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through. However, if the proposed change is so extensive that the above procedure would hinder understanding of the proposal, it is not necessary to use the above procedure. Instead, the following notation must appear immediately preceding the proposed: "Substantial rewording of Rule. Florida Statutes 719.106(1)(h). These Rules and Regulations shall be deemed amended to contain all mandatory provisions required by 719.106, Florida Statutes, as the same may be amended by the legislature from time to time. Except for emergency need, the need of rule changes should be studied at noticed meetings and considered annually by the Board for discussion and/or ballot vote at the Annual Meeting.

### ***CHANGES TO RULES AND REGULATIONS***

Shareholders may initiate changes by presenting a clearly worded petition reflecting the desired change signed by 25% (66) of the shareholders (1 signature per share) to the rules committee. The rules committee will review and forward the signed petition to the board for final review and the board will present it to the shareholders for a Yes or No vote per the By-Laws.

**The Rules and Regulations of Stonehedge  
Residents Incorporated:**

**Were amended by the Shareholders on March 16<sup>th</sup>, 2011**

**December 2013--Clarifications in the wording of the SAC Procedures (Step 2, #1 and #2) NOTE: the clarifications do not in any way change the process nor did it alter in any way the SAC guidelines- Clarifications approved by attorney via phone call. SEE March 2011 to December 2013 clarification changes.**

**Addition: January, 2014 Board addressed and approved the procedures for exigent violations (requiring immediate or urgent action). (See SAC Preamble #4.)**

**March 16, 2016 Vehicles #6 change three quarter ( $\frac{3}{4}$ ) to 1-ton trucks.**

**November 16, 2016 non-vote changes- see minutes for complete revisions.**

**January 1, 2018 effective non-vote changes- see Nov-Dec 2017 minutes for complete revisions.**

**March 21, 2018: Vehicles changes for motorcycles #4 (by petition) . Pet changes #3(New Rule) – see Annual meeting amendments.**

**January 1, 2019 – Laundry #5 Error by omission from 2015 copy #5 added and original #5 moved to #6  
For previous amendments see Stonehedge on the Hill Prospectus.**

**April 24, 2019 - Approved at the 4/24/19 Board meeting were clarifications ONLY to**

- a. Enforcement of Rules & Regulations- Introduction pg. 22-23 and items 1 and 2 pg. 23**
- b. Preamble –Introduction pg. 25**
- c. Articles XI- Rules and Regulations – pg. 28**