

**RULES & REGULATIONS**

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**EFFECTIVE NOVEMBER 2024**



**1500 County Rd. 1, Lot #287  
Dunedin, FL 34698**

*A  
Retirement  
Community*

**This issue of Lake Highlander Mobile Home Park Rules and Regulations supersedes any previous issue. Residents are urged to read them in full.**

**Ignorance of any rule will not be accepted as an excuse for violation**

**Amended October 2024**

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Welcome! Our objective is to provide a healthy, fun, and carefree way of life. All reasonable means have been taken to ensure that life here is pleasant and enjoyable. Consideration and courtesy to others coupled with your maintenance of an attractive home and site will help sustain the standards of our community.

These Rules and Regulations form part of the Governing Documents Amended and Restated Lake Highlander RO Association, Inc. Amended and Restated Articles of Incorporation Declaration of Master Form Proprietary Lease, Amended and Restated By-Laws and these Rules and Regulations of the Lake Highlander R.O. Association and are binding on each homeowner, their heirs, renters, guests. This document is subject to periodic review by the Board of Directors. New owner(s) are required to attend an initial orientation, which focuses upon the Governing Documents of the Lake Highlander Community. Residents (may hereafter be referred to as: share owner, resident, unit owner/holder, association member, guest, renter, partner or spouse if not on the certificate) shall comply with all provisions of the current Governing Documents, and future amendments as may be adopted.

The common areas and facilities are for the use of the members, residents and registered guests.

Quiet hours are between 11 p.m. and 8 a.m. Excessive noise may be reported to local authorities for possible violation of the City of Dunedin noise abatement ordinance.

If a share owner, resident or guest witnesses a suspicious activity they should call the Pinellas County Sheriff's non-emergency # of 727 582 6200 or call 911 if there is a TRUE emergency.

- **The affairs of LHRO Association, Inc. is managed by the LHRO Board of Directors.**
- **A written request shall be submitted to the LHRO Board of Directors for any deviation of the rules.**
- **Share owners, residents and guests are urged to read them in full.**
- **Ignorance of any rule will not be accepted as an excuse for violation.**
- **Any deviation of said rules could result in fines and/or sanctions.**
- **No rule or regulation shall be deemed to have been modified or nullified by failure to enforce same.**

## **1.0 ELIGIBILITY FOR RESIDENCY:**

1.1 To ensure prospective owners are qualified for residence in an over 55 retirement community, the LHRO Board of Association reserves the right to approve/disapprove new owners prior to any legal negotiation or purchase of a home in Lake Highlander. For approval of a potential owner (all persons to be listed on the membership certificate) the following actions are required, but may not be limited to

- A. Background Check
- B. Credit Check

1.2 No unit may be occupied by more than two (2) persons. Other than the registered occupants, none may stay longer than the times allowed under Section 2.0 of these rules or is a: spouse, son, daughter, father, mother, sister, or brother of the Owner.

1.3 In accordance with Florida Statutes, at least one person living in each home shall be fifty-five (55) years of age or older, the second occupant shall be fifty (50) years of age or older.

## **2.0 GUESTS:**

2.1 All guests, including family members, staying two (2) nights or longer, shall be registered at the office by their hosts. Vehicle registration is also required for guests who have brought a vehicle onto the premises. Guest parking is available on the Ann Marie Circle parking spaces only (**NO** guest parking permitted on Club House parking lot). Parking passes are available at the LH office. Guests, who are not immediate family (see 1.2 above) may only stay while the share owner or one of the residents approved are then in occupancy.

2.2 Guests may stay up to fifteen (15) consecutive days or a cumulative total of thirty (30) days during a calendar year.

2.3 No guest under the Florida legal driving age, (a person must be 15 with a learner's permit, 16 with a driver's license, or over 18), may operate motorized or battery-powered vehicles in the park and shall be accompanied by a licensed person.

2.4 Gas powered recreational vehicles are prohibited.

### **3.0 RENTING:**

**FS 719.105(3):** When a unit is leased, the tenant has all use rights in the association property available for use generally by the unit owner and the unit owner does not have such rights except as a guest. This subsection does not interfere with the access rights of the unit owner as a landlord pursuant to chapter 83. The association may adopt rules to prohibit dual usage by a unit owner and a tenant of cooperative property.

3.1 **Owners shall notify the LHRO office of their intent to rent their unit prior to any agreement with rentee.**

3.2 All Rental Agreement and Renter's Profile information shall be renewed annually.

3.3 Renters shall meet the established requirements for occupancy in Lake Highlander. (see 1.2 and 1.3 above). Prospective renters shall pass the background check. Background checks are to be renewed every 3 years.

3.4 Resident owned homes may be rented by the owner for a period of not less than three (3) months and no longer than six (6) months within a rental year (defined as September 1 to August 31). **Week-end and short term (VRBO styled) rentals are prohibited.**

3.5 All homeowners shall have all required documentation placed on file at the Association office PRIOR to a renter taking up occupancy in said unit.

3.6 Renters shall follow the rules. Share owners will bear the ultimate responsibility of any violations to LHROA rules and regulations.

### **4.0 ADVERTISING & SELLING:**

4.1 **Owners shall notify the LHRO office of their intent to sell their unit prior** to any sale and complete an "Agreement to Sell Real Property" form. Owners shall adhere to the Sales Procedure adopted by the Association and available from the office. Prospective buyers shall provide all reasonable information requested by the Association to show eligibility for residency and submit to a credit and background check prior to any sale.

4.2 No signs other than For Sale or For Rent, security or pest control are permitted. For Sale or For Rent signs may not exceed 15” x 19” and shall be displayed inside a front window of the home. No advertising is permitted outside your unit. A small sign for deliveries may be placed on the door or window where a delivery person would likely go to deliver a package

4.3 The Lake Highlander R. O. Association, Inc. is not responsible for establishing or enforcing the terms and conditions of a mobile home sale.

4.4 The parking of motor vehicles, golf carts, bicycles, and/or any personal items on the club house parking lots, with the intent to offer For Sale is prohibited.

4.5 Items for sale may be posted on the notice board located at the rear clubhouse patio. Members are allowed to sell their personal vehicle, golf cart or bicycle on their carport. A “FOR SALE” sign may be placed on the item for sale.

4.6 Carport and yard sales are not permitted with the exception for the community wide “white elephant” sale and such future events approved by the board. Solicitations by any commercial enterprise are prohibited.

## **5.0 MAINTENANCE:**

5.1 Homes shall be maintained inside and out in a condition consistent with local building, health and safety codes. Maintenance of landscaping around the home (including bushes, flowers, existing fruit trees (grandfathered), pest control, etc.) is the homeowner’s responsibility.

5.2 Flower beds shall be kept weed free and shrubs shall be kept trimmed. Fruit bearing trees and plants and vegetable plants are prohibited unless already grandfathered. Any fallen fruit must be picked up and disposed of properly.

5.3 New landscaping may be planted within the existing planters joined to the home. **NO** new landscaping may be planted between the front white brick planter and the street or between the back of the home and the perimeter fence, or anywhere behind the home. **An alteration application shall be submitted and approved by the Board before any new landscaping is allowed.** Proposed landscaping may not encroach on other home sites and/or cannot hinder the operation of lawn care or other such maintenance/operations of the LH Park.

5.4 Only hand sprinkling of lawns or shrubs is allowed, underground or lawn sprinklers are prohibited. For other water restrictions see the City of Dunedin Water Use Restrictions in Lake Highlander phone book.

5.5 Only grills, plants, outdoor furniture or personal vehicles may be kept in carports. Portable shed/storage units are prohibited on carport. This area shall be kept neat and clean; building materials may not be stored in driveways.

5.6 All unsecured items shall be stored in a secured structure (shed or home) when the share owner or resident is absent for more than fourteen (14) days.

5.7 Disaster/Emergency Planning. When a catastrophic event is predicted for our area share owners and residents shall have all unsecured items stored in a secured structure (shed or home) prior to event.

## **6.0 ALTERATIONS:**

6.1 All new construction requires prior approval and a City of Dunedin Building Permit if required. New construction is defined as anything that changes the outline of the existing home, or the installation of a new mobile home.

6.2 All share holders wishing to paint their home, or make any additions, alterations or improvements (Examples: existing doors, windows, siding, roof, trim carports, gutters, etc.) to the outside of their homes or on their home sites, shall complete an Application for a Lake Highlander Alterations Request.

Applications shall include a sketch showing location and dimensions, including materials and paint colors to be used in the project. *Paint colors for siding and trim shall closely match those of the color palette held in the park office.* Awnings shall remain white. Awnings may have one or two accent stripes with approved colors selected from the trim colors shown on the approved color palette. All existing solid-colored awnings are grandfathered in. All applications shall be approved by the Board of Directors and a Lake Highlander Building Permit issued before any work begins. (Depending on the type of alterations a building permit from the City of Dunedin may also be required.)

It is the responsibility of the share holder or the share holder's contractor to comply with the Sunshine State "One Call Before You Dig" law by dialing 811 at least three days before any digging or excavating begins. Upon approval of the application, a Lake Highlander Building Permit will be issued. This Lake Highlander Building Permit shall be posted in the front of the home, window or door at the site. Work is not permitted to begin on any alterations to the exterior of the home or home site until the Lake Highlander Building Permit is in the hands of the owner.

Lake Highlander Building Permits are valid for six (6) months from the date of issue. If alterations approved are not started within the six (6) month period, the permit is null and void. Upon commencement of approved work, the work shall be carried out in a reasonably continuous manner so as to achieve completion within an appropriate time frame relative to the complexity of the alterations being made. Failure to do so may result in the Association asserting its rights of access under FS 719.104(1) to correct any unsafe/unsightly conditions.

6.3 All building material from any alteration, inside or out, is not permitted to be discarded in the trash compactor dumpster or roll-off dumpster at the shed. All material shall be discarded in a dumpster outside of the park.

6.4 In order to achieve consistency throughout the Park, carports shall remain as carports and not take on the appearance of a garage without doors. Lattice type privacy screens and screened rooms within carports are permissible, however a minimum distance of twenty-five feet (25') shall remain open between the sidewalk and the screen room. Screens of solid sheeting already in existence are grandfathered in.

6.5 New planters ("planter" is defined as attached to the home) shall be pre-approved by the Board of Directors and shall be constructed of mortared or interlocking white brick, and will only be approved when designed to be consistent with the rest of the community (See also 5.2). Such planters shall not interfere with grass cutting or any other maintenance functions of the Park.

6.6 Mailboxes shall be white, with lot number using LHROA approved products. These can be purchased through the Park Office. Mailboxes shall be kept clean and free from mold and dirt.

6.7 TV antennae or dishes, shall be located either on the roof of the mobile home or a pole at the rear of the home within 2 feet of the outside wall/overhang.

6.8 If cable is installed, it is the share holders' responsibility to make sure that the cable line has been buried in the ground.

## **7.0 VEHICLES:**

7.1 All share owner and resident-owned vehicles whether an automobile, motorcycle, or battery powered golf-cart **MUST** fit in the share owner or resident's carport. Overflow parking at the clubhouse, along the streets, and laundry is not permitted for any vehicles that do not fit in an owner's carport. All vehicles shall have proper insurance, a valid registration (if applicable) and be in good running condition without emitting loud or disruptive noise. Such vehicles shall be parked so as not to obstruct the sidewalk, mailboxes or building entries. Current vehicle information must be provided to the office-make, model, year, color, and tag number. If share owner or resident purchases a new vehicle the vehicle information shall be updated with the Office within 15 days.

7.2 Parking is not allowed on the street overnight **from midnight to 6 a.m.** Parking within 25 feet of any corner, or double parking, is not permitted. Yellow curb lines indicate "no parking at any time."

7.3 No commercial vehicles, recreational vehicles, boats or trailers of any kind may be parked anywhere in the Lake Highlander community. A "commercial vehicle" is defined as any vehicle, which evidences visible uses or modifications for commercial purposes. CONTACT OFFICE FOR SPECIFICS.

7.4 Automobile repairs (other than emergency procedures) are not permitted.

7.5 Pedestrians, cyclists and golf carts, have the right of way on Lake Highlander streets.

7.6 Personal vehicles (bicycles, golf carts, etc.) shall be stored in a carport and equipped with lights if driven after dark.

7.7 Parking of vehicles and/or golf carts on any grass area is prohibited. Golf carts may park in grass areas for short periods but not overnight. Visitors shall register their vehicle(s) at the office and will be given a guest pass for the vehicle if overflow parking will be necessary.

7.8 Share owners, residents and guests shall obey all road signs. This includes speed limit signs, stop signs, handicapped parking signs. Share owner or resident owned golf carts shall not be driven over grassy areas.

7.9 Park-owned vehicles or any other motorized equipment shall not be used for personal use by share owners, residents or guests. Share owners, residents and guests helping maintenance staff and using Lake Highlander owned vehicles or any other motorized equipment are not permitted to leave the common grounds unless pre-approved as an authorized operator from the park manager.

## **8.0 DELIVERIES**

8.1 Lake Highlander Association personnel will not assist with, accept, or be responsible for, deliveries made to your home in your absence.

## **9.0 TRASH & GARBAGE:**

9.1 **Trash containers shall be stored in owner's shed (NOT IN CARPORT OR AROUND HOME).** Trash bags shall be securely fastened and placed at the mailbox post in front of their homes between 7a.m. and 9 a.m. on the morning of a designated pick- up. **Trash/Garbage placed out at curbside the night before is prohibited.** No loose items or recycling items will be accepted at curb-side.

9.2 Share owners, Residents and guests shall break down boxes and crates and place them in a recycling bin located by the maintenance area for disposal. Only landscaping yard waste may be disposed of in the roll-off dumpster. Branches shall be cut in approximately 4-foot-long sections and loose brush may be placed in bags. LH maintenance will pick up cuttings at curbside if bagged or bundle.

9.3 Recyclable material may be disposed of in the recycle bins and normal household trash must be disposed of in the compactor dumpster.

9.4 Disposal of any large or small items such as, but not limited to: appliances, carpets, beds, furniture, tires, hazardous material/waste, waste from remodeling or alterations, televisions and electronics is prohibited and shall be removed at the owner's expense. Share owners and residents shall make special arrangements with the park office for the removal of such items noted hereinabove. Such items shall be removed from the park at the owner's expense or arranged through the office for a small fee levied by the city.

9.5 Limited scrap metal disposal available at the discretion of the LH office. Contact the LH office for approval/disapproval.

9.6 Private contractors are PROHIBITED from utilizing dumpsters assigned to and paid for Lake Highlander Mobile Home Park for the dispose of waste resulting from home remodeling and/or alterations.

## **10.0 ANIMALS:**

10.1 Share owners and residents may have a bird and/or a house-bound cat. Cats shall be on a leash when outside. No other animals are permitted in Lake Highlander homes or brought onto Park property except for service support animals which must be pre-approved by the board.

10.2.1 Providing food, water, or shelter for any animals (including the use of bird feeders) at the home is strictly prohibited.



## **11.0 UTILITIES:**

11.1 Services from utility companies are available at the perimeter of each home site. Lines from the perimeter to the home are the responsibility of the home owner. Service shall be applied for and paid by the home owner. Utility connections shall comply with Federal, State and Local regulations.

The water supply shall be shut off at the main valve box any time a share owner or resident will be away for a period of fourteen (14) days or more. The owner is advised to turn off the hot water heater. The shareholder or resident shall request, in writing by email or phone, for turn off/on of water at the main valve box, the maintenance staff will provide the service. The share owner or resident is totally responsible for shut off/on of water at the valve located on the home (if any). The request for turn off /on from the main shut-off box shall come from the shareholder or resident only. If the share owner, resident or anyone other than maintenance turns the water off/on at the main valve box and causes damage/leak, the share owner will be charged for the repair.

11.2 The park will not be responsible for damage caused to the home when the water is not shut off as described.

11.3 Cable Services-The office is not responsible for share owner or resident cable installation. It is the responsibility of the share owner to work with the cable company to see that all requirements are fulfilled and that the installed cable lines are placed underground.

11.4 Street light outages: Owner reporting street light outages to the office shall supply the pole # on the pole itself and the Lot # it is nearest to. The Office will then contact the electric company to request maintenance.

## **12.0 LAUNDRY:**

12.1 The Laundry Facility and Drying Yard are for the exclusive use of Lake Highlander share owners, residents and guests. The Association is not responsible for loss or damage to clothing resulting from the use of these facilities.

12.2 Hanging laundry outside to dry at home sites is not permitted.

## **13.0 ADMINISTRATIVE FEES:**

The following administrative fees apply to all unit Owners and Lessees of the Lake Highlander Community.

13.1 **Late Payment Charge:** A twenty dollar (\$20.00) late payment fee is applicable on all delinquent payments on promissory notes, maintenance fees or lot rent. If full payment (note, maintenance or rent) is not received by the end of ten (10) calendar days after the due date, the payment shall be deemed delinquent.

13.2 **Returned Check Charge:** A fee for any check returned to Lake Highlander R. O. Association, Inc. due to lack of funds will be charged according to the current bank rate.

## **14.0 SANCTIONS - FINES/VIOLATIONS:**

Violations of Rules and Regulations may result in sanctions as permitted under FS 719.303 et seq., as follows:

The Park Manager shall monitor and enforce the Rules and Regulations of Lake Highlander R.O. Association.

Attempts to resolve complaints lodged by share owners, residents, or through personal observation of a violation(s) by the Park Manager, will be through personal contact. Should this attempt fail to resolve the issue a recorded notice will be sent to the party in violation. \*\*\*Per FL Statutes “Party” is defined as the unit owner(s). This notice will contain:

- \* A description specifying the alleged violation(s).
- \* An outline of the provision(s) or the rules or governing documents that are in violation.

Under the provisions of FS 719.303(3) the Association may impose the following sanctions if the alleged violations are not resolved in the timeframe provided:

- 1) The association may levy reasonable fines for failure of the unit owner or the unit’s occupant, licensee, or invitee to comply with any provision of the cooperative documents or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in total.
- 2) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days’ written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association shall provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.
- 3) Should the violation continue, the Association will pursue legal action to compel compliance to rules including damages involved and recovery of legal costs and attorney fees. (See Bylaws, Article 12)
- 4) If a share owner or resident has an issue with another share owner or resident, it is the responsibility of those involved to find an agreeable resolution. “Neighbor-neighbor” issues are not addressed by Park Management. Share owners or Resident(s) are encouraged to call law enforcement depending on the gravity of the issue.
- 5) Any other sanctions provided by law.

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## **15.0 RECREATIONAL AREAS:**

**NOTE: Failure to abide by the following rules may result in removal of privileges. Share owners, residents and their guest must abide by the following Park Rules and Regulations as follows hereafter:**

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**SWIMMING POOL:**

The Swimming Pool deck area surrounding the pool is available to all share owners, residents and registered guests.

- \* Pool Hours: Dawn to Dusk.
  - \* All guests under the age of 18 must be accompanied by an adult.
  - \* No food is permitted in pool deck areas or in the pool.
  - \* Capacity of pool is 17 people in the water at any given time.
  - \* Divider rope must be in place at all times.
  - \* No diving or jumping is allowed.
  - \* Running on the pool decks is not allowed.
  - \* Glass items (drinking glasses, ash trays, etc.) are prohibited in the pool or at the deck areas.
  - \* All bathers must shower before entering the pool.
  - \* Suntan oil users should cover chairs before using them.
  - \* Regular swimsuits only, no street clothing.
  - \* Babies are required to wear swim diapers to enter the pool.
  - \* No wet swimsuits are allowed in the clubhouse.
  - \* No toys, rafts, inner tubes or rough play is permitted.
  - \* No loud music in pool area -- head sets are recommended.
  - \* A cover-up should be used when going to and from the pool area.
  - \* Swim at your own risk.
  - \* Do not drink the pool water.
  - \* Smoking permitted at designated area only.
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**LANAI:**

The lanai is a place for our share owners, residents and registered guests to relax and socialize with protection from the sun. This area is available for Association meetings, club and social activities.

- \* All guests under the age of 18 must be accompanied by an adult.
  - \* Social functions must be scheduled at the Lake Highlander Park Office to avoid conflicts of dates and times.
  - \* Premises must be left clean and in good condition after all functions.
  - \* No glass items are allowed in the lanai due to the proximity to the pool.
  - \* Food and beverages are permitted in the lanai.
  - \* No Smoking in the Lanai
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**SHUFFLEBOARD COURTS:**

Lake Highlander Shuffleboard Courts are available to share owners, residents and registered guests.

- \* All guests under the age of 18 must be accompanied by an adult.
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- \* No bare feet, open-toe shoes or bathing suits.
- \* Use rubber tip of cue to move discs.
- \* Clean the scoreboards after game.
- \* No play after 10 p.m.
- \* Do not walk on the courts

### **BILLIARD ROOM:**

The Billiard Room is available to all share owners, residents and registered guests.

- \* All guests under the age of 18 must be accompanied by an adult.
- \* Established protocols for play shall be followed.
- \* Do not remove equipment from the Billiard room.
- \* The Billiard Room must be left as found and with table covers replaced.

### **LIBRARY:**

The library is available to all share owners, residents and registered guests.

- \* All guests under the age of 18 must be accompanied by an adult.
- \* The borrowing and returning of books are done on the honor system.
- \* Donations of books and magazines are welcomed.
- \* Donations and returns shall be placed in the boxes provided.

## **16.0 SECURITY REMINDERS: HELPING OUR SECURITY SYSTEM WORK**

- 1) Keep your vehicle information up to date. Report changes to the office if you purchase a new vehicle or change your tag.
- 2) Register your guests and their vehicle information with the office prior to their arrival or within 48 hours of arrival.
- 3) Lock your doors.
- 4) Notify the Office when a commercial vehicle is expected at your unit (Ex: moving vans, pest control i.e. - house tenting, construction vehicles)
- 5) Obtain permission from the Office for temporary placement of a storage container on the property for the purpose of delivery or removal of household goods.
- 6) Report observed solicitation activities or suspicious activities you may deem unusual to the non-emergency police # 727-582-6200.
- 7) If you have a non-emergency event (i.e., theft or vandalized property) take note of the DAY, TIME, and PLACE that the event occurs. Utilization of our security system is dependent upon this information.