

**RULES AND REGULATIONS**

as to

**2002 RESTRICTIVE COVENANTS**

**PROPERTY OWNERS ASSOCIATION OF SPANISH COVE, INC.**

**(Reprinted April 2008)**

# INDEX

## Rules and Regulations as to 2008 POASC Restrictive Covenants

<b>As to Article I</b>	<b>DEFINITIONS</b>	
Section 1.40	Recreational Vehicles	1
Section 1.49	Vehicle Definition	
<b>As to Article III</b>	<b>PROPERTY RIGHTS AND EASEMENTS</b>	
Section 3.10	Administrative Procedures	2
	Commercial Antennae	4
	Lot Clearing – Undeveloped Lots	5
<b>As to Article IV</b>	<b>BUILDING REGULATIONS</b>	
Section 4.05	Building Permits	6
	Permits	7
Section 4.09	Variance	8
<b>As to Article VIII</b>	<b>COVENANTS AND RESTRICTIONS</b>	
Section 8.06	Commercial & Multi Use Vehicles	10
Section 8.10	Cutting and Removal of Trees	10
Section 8.11	Animals	11
Section 8.12	Approved Sign Regulations	12
Section 8.17	Irrigation Wells	13
Section 8.21	Fireworks	14
Section 8.23	Construction Clean-Up	15
Section 8.34	Temporary Occupancy of Recreational Vehicle Residential Area	16
Section 8.38	Temporary Occupancy of Recreational Vehicle Recreational Vehicle Area	17
Section 8.42	Temporary Occupancy of Recreational Vehicle Mobile/Manufactured Home Area	18
<b>As to Article X</b>	<b>MEMBERSHIP AND VOTING RIGHTS</b>	
Section 10.04	Yard Sales	19
<b>As to Article XII</b>	<b>INSURANCE AND CASUALTY LOSS</b>	
Section 12.03	Destroyed Structure	20
<b>As to Article XIII</b>	<b>AMENDMENT</b>	
Section 13.02	Covenants Amendments Procedures	21
	Registering	21
	Rules Committee	21
	Petition Filing	21
	Petition Circulation	22
	Post-Submission Activities	22
	Nomination and Election Committee	23
	Rules for Petitions Regarding Matters Other Than By-Laws and Covenants	23
<b>As to Article XV</b>	<b>MISCELLANEOUS</b>	
Section 15.02	Rental/Lease Regulations	24

**Section 1.40**  
*(Pertaining to RESTRICTIVE COVENANTS Article I)*

**DEFINITION OF RECREATIONAL VEHICLE**

Vans and Conversion Vans shall not be classified as Recreational Vehicles for the purposes of this Rule.

*Board adoption - 6/11/92*

*Revision 1 - 2/22/96*

*Revision 2 - 3/28/02*

**Covenants – Section 1.49 – vehicle Definition –**

Pertaining to Rules and Regulations as follows:

1.49 (a) – Vehicles operated in Spanish Cove, including Alabama Highway 99 between the Spanish Cove entrances, and not subject to Alabama DOT Regulations (such as golf carts, all Terrain vehicles, etc.,) must meet certain safety requirements.

These requirements include, but are not limited to, permanently mounted and operating head lights, mid lights and horn. The lights shall be halogen 12V or equal. Lights shall be required to Be turned “on” when vehicle is operated during dark hours, i.e. sunset to sunrise or during certain inclement weather conditions which deem their use prudent to safety.

- (b) Non-motorized vehicles, such as bicycles, scooters, skate boards, etc.,  
Are required to have portable lights (i.e. flashlights) and fixed reflectors.

Effective Date: 4/19/07

## **Section 3.10**

*(Pertaining to RESTRICTIVE COVENANTS Article III)*

### **ADMINISTRATIVE PROCEDURE**

The following procedures will apply in the event a violation or potential violation of any Restrictive Covenant, Bylaw, or Rules and Regulations is observed or alleged:

1. The Management staff shall cause a brief record of the observation or allegation, including relevant information as to the source of the complaint, the time, date, and place of the occurrence, the name of the owner and/or occupant of the property involved.
2. The alleged violator shall be contacted personally, if possible, by a representative of the management; and an effort will be made to clarify or rectify the situation giving rise to the alleged violation. The record is submitted to the Chair of the Rules Committee.
  - a. If the Management representative and the Rules Committee determine that no violation has in fact occurred, a dated notation to that effect will be added to the record, the owner will be notified, and the matter will be closed.
  - b. If a violation has in fact occurred and the property owner does not dispute such finding and agrees to take corrective action, the finding and corrective action will be made a part of the record. When the record has been signed by the property owner and the Chairman of the Rules Committee, the matter will be closed.
  - c. If a violation has occurred and agreement to resolve the situation cannot be reached, lacking satisfactory evidence, the Chairman of the Rules Committee may appoint an ad hoc committee consisting of three non-Board members of the Association, at least one member of the Rules Committee, and one member of the residential area where the property is located. A Management representative shall be an ex-officio member of the Committee. The ad hoc committee will review the report and conduct such further investigation as they find necessary, including interviewing witnesses and the alleged violator; provided, however, that the alleged violator is first informed he/she has no obligation to participate in such an interview. The findings of the ad hoc committee shall be reported to the Rules Committee.
3. The Rules Committee shall review the record.
  - a. If an agreement has been reached which will ensure future compliance with the Covenants, Bylaws, and Rules and Regulations, the Committee may determine the matter is resolved and all parties shall be so informed.
  - b. If there is no agreement and the Rules Committee determines a violation has occurred and will continue to occur, they shall prepare a Notice demanding the Owner cease and desist from this and future violations of the Covenants, Bylaws, or Rules and Regulations by a specified time, and that failure to cease and desist may result in the imposition of penalties. The alleged violator shall be informed of the right to appeal this decision. The record and the notice shall be submitted to the Board of Directors.

4. **Appeal Process.** If the alleged violator does not agree to cease and desist, he/she may appeal to the Board of Directors. Written notice of such appeal must be filed within five (5) working days from the date of receipt of the Rules Committee notice. Failing such appeal, the determination of the Rules Committee becomes final, and the Board of Directors shall proceed to a determination of the penalties. The Secretary of the Board of Directors shall notify violator/owner of findings and penalties by certified mail within five (5) working days after such determination.
  - a. Upon receipt of the notice of appeal, the Chairman of the Board shall designate an Appeals Board comprised of at least three (3) members of the Board. Members of the Rules Committee may not be appointed to the Appeals Board; a Management representative shall be an ex-officio member. The Appeals Board shall arrange a time and place for a hearing. The Appeals Board shall hear testimony, examine evidence, and review all reports and records as appropriate. A final decision shall be rendered within two (2) days of the hearing.
    - 1) If the Appeals Board finds no violation has occurred, or a suitable remedy obtained, a summary of the Appeals Board decision shall be added to the record and the alleged violator/owner notified of the finding. A copy of the full record along with any recommendation shall be furnished to the Chairman of the Rules Committee.
    - 2) If the Appeals Board upholds the finding of the Rules Committee that a violation has occurred, the Chairman of the Board of Directors shall be notified in writing. The Chairman shall convene a Special Board of Directors meeting to determine the penalties to be imposed. The Secretary of the Board shall notify the violator/owner of the decision and penalties by certified mail within five (5) working days of the finding of the Board. The minutes of the Special Meeting and all records and reports shall be made a part of the owner's file.

*Board adoption 2/20/92*

*Revision 1 - 10/28/93*

*Revision 2 - 3/28/02*

**Section 3.10**

*(Pertaining to RESTRICTIVE COVENANTS Article III)*

**COMMERCIAL ANTENNAE**

No commercial TV, radio cellular phone or microwave antenna or any other device designed to receive, transmit or otherwise function to modify air wave signals shall be erected in or on any property in Spanish Cove without express written approval of the POASC Board of Directors. Any such approval shall be granted when a device is for the benefit of POASC members or residents.

Structure shall be properly maintained.

Exclusions should be made for temporary emergency electronic devices.

*Board Adoption 10/23/97*

*Revised 3/28/02*

**Section 3.10**  
*(Pertaining to Restrictive Covenants Article III)*

**LOT CLEARING – UNDEVELOPED LOTS**

When a member desires to clear an undeveloped lot, not in contemplation of (association with) construction on that lot, prior approval and the issuance (issuing) of a permit is required (requested). Disposal of refuse and erosion control on the cleared lot must be assured and landscaping or ditching to prevent excessive water runoff onto adjacent properties may be required as a condition of the permit. Where an outside contractor and/or the use of heavy equipment is planned, a performance bond and/or liability insurance certificate shall be required.

*Board adoption - 2/11/93*

*Revision 1 – 3/28/02*

**Section 4.05**

*(Pertaining to RESTRICTIVE COVENANTS Article IV)*

**BUILDING PERMITS**

Members are required to secure a permit for certain activities in the Spanish Cove Development as specified in the Bylaws of the Association. The Building Permit form (Form 1 101-94A BPR) may be secured from the Operations Manager or Building Coordinator, and must be completed and signed before any permit will be issued.

Prior to any permit being issued, the applicant may be required to show evidence of liability insurance in an amount determined by the Operations Manager or Building Coordinator to be sufficient to compensate POASC for any damages caused to POASC property and/or to compensate any other member of the Association for damages to his or her property as a result of such activity.

In addition to the foregoing requirement, each contractor engaged to perform the work for which the permit is required, or the owner/builder if no outside contractor is involved, shall be required to furnish a performance bond or a cash bond in the amount of \$500 to assure compliance with POASC COVENANTS, BYLAWS, or any RULES & REGULATIONS pertaining to the activity for which the permit is requested. Performance bonds may be forfeited wholly or in part to pay for minor damages or expenses incurred by POASC if they have not been satisfactorily resolved within ten (10) days of the time of completion of the project.

*Board adoption 3/25/93*

*Revision 1 – 3/28/02*

**Section 4.05**  
*(Pertaining to RESTRICTIVE COVENANTS Article IV)*

**PERMITS**

All permits are the responsibility of the Board of Directors.

All permits for buildings and construction will be authorized and issued through the office of the Operations Manager, based upon compliance with any recorded restrictions or regulations in force at the time of issuance.

When an interpretation of a restriction or regulation is in question, a ruling may be requested from the Chairman of the Board of Directors.

Permits for activities other than for buildings and construction may be granted only by the Board of Directors, unless specifically directed otherwise.

ALSO SEE Variances, Section 4.09 of this document.

*Board Adoption 8/12/93*

*Revised 3/28/02*

## Section 4.09

*(Pertaining to RESTRICTIVE COVENANTS Article IV)*

### VARIANCE

Any member desiring a variance, as permitted in Section 4.09 of the DECLARATION OF RESTRICTIVE COVENANTS as amended and restated from time to time (COVENANTS), shall initially make a request to the Operations Manager or his designee. The property owner shall be provided with POASC Request for Variance Form OM-2, POASC Variance Notification Form OM-2A and a “Variance Request” sign, and a copy of this rule (Section 4.09)

1. POASC Form OM-2, “Request for Variance”, shall be completed and signed by the applicant.
2. The POASC staff shall forward to the Chairman of the Rules Committee, a copy of the completed POASC Form OM-2 for verification that the request is non-conforming as to the Covenants and that it does require a variance. The Rules Committee Chairman will return this form with notations as to specific Covenants involved to the Operations Manager within thirty (30) days.
3. The POASC staff shall then forward the completed POASC Form OM-2, any other necessary documents and/or drawings to the Plans, Development and Maintenance Committee Chairman, who will set a date, time and place for a variance hearing.
4. The “Variance Request” sign shall be displayed in the front of the lot upon which the variance is requested, viewable from the road for the duration of the variance process.
5. The POASC Form OM-2A shall be distributed by certified mail, return receipt requested, to each lot owner within 300 feet radius of the property lines upon which the variance is requested. Any additional documents and/or drawings applicable to the variance may be reviewed at the POASC office during regular business hours. Persons wishing to give testimony, for or against, the requested variance may do so in person at the designated hearing or in writing to the Chairman of the Plans Development and Maintenance Committee up to the close of business hours of the last business day prior to the hearing.
6. The Chairman of the Plans, Development and Maintenance Committee shall invite the applicant to appear at the hearing to explain the proposed variance, give reasons for request and supply any additional information pertinent to a recommendation. The applicant is not required to attend the hearing.
7. The Plans, Development and Maintenance Committee shall compile a “finding of facts” list based on supplied information and on the standards in paragraph #8. The committee shall formulate its recommendation(s) to the Board of Directors for their disposition.
8. A favorable recommendation for a variance shall be determined only if the “finding of facts” support the following standards:
  - A. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the COVENANTS.
  - B. That the plight of the owner is due to unique circumstances.
  - C. That the Variance, if granted, will not alter the essential character of the area.
  - D. For the purpose of supplementing the above Standards, the Plans, Development and Maintenance Committee in determining that there are particular difficulties or

particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established.

- 1) That the particular surrounding and topographical conditions of the specific property involved will bring hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the COVENANTS were to be carried out.
  - 2) That the condition upon which the Variance is based would not be applicable generally to other property in the same area.
  - 3) That the purpose of the Variance is not based exclusively upon a desire to receive greater economic return.
  - 4) That the alleged difficulty or hardship had not been created by any person currently having an interest in the property.
  - 5) That the granting of the Variance will not be detrimental to the public welfare or unduly injurious to other property or improvements in the area in which the property is located.
  - 6) That the proposed Variance will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire or otherwise endanger the public safety or substantially diminish or impair property values in the area.
9. All effected parties shall be notified in writing of the disposition of the Request for Variance.
10. The applicant shall be responsible for the cost of all mailings, as well as, any and all legal fees incurred in processing the variance. (Authorized by Resolution 98-98)

*Board adoption 6/4/92*

*Revision 1-12/10/92*

*Revision 2-1/28/93*

*Revision 3-9/24/98*

*Revision 4-7/26/01*

*Revision 5-3/28/02*

**Section 8.06**

**(Pertaining to RESTRICTIVE COVENANTS Article VIII Parking)**

**COMMERCIAL VEHICLES:** A commercial vehicle is any vehicle used in a commercial application. School buses and church vans shall be considered commercial vehicles. Specifically excluded are: Passenger-sized Government, Police, Rescue (LASAR, American Red Cross, etc.), and Fire Department vehicles

**MULTI-USE VEHICLES:**

Multi-use vehicles primarily used for private travel, but, may also be used in a private business application. These vehicles will be further identified by marking or signage somewhere on the vehicle.

Owners/Users of same shall be required to park these vehicles in an inconspicuous setting, preferably covered, or in a garage or similar enclosure.

The BOD shall have the final authority whether a particular vehicle meets the esthetic requirements of these community standards. The BOD's investigation will commence upon the receipt of a written complaint from a resident owning an abutting property. Abutting is amended to include up to 3 properties, across the street, and facing the property in question. Rear properties are not considered to be abutting, for purposes of these rules.

The decision of the BOD is final.

Board adoption - 2003

**Section 8.10**

**(Pertaining to RESTRICTIVE COVENANTS Article VIII Tree Preservation )**

**CUTTING AND REMOVAL OF TREES**

Any member who removes any tree(s) as defined in Section 8.10 of the RESTRICTIVE COVENANTS without a permit will be required to replace the trees removed in kind or with tree(s) compatible with that area. If the tree(s) is not replaced within a reasonable time, an assessment up to \$1,000 per tree will be levied on the lot owner for this replacement.

*Board adoption - 6/4/92*

*Revision 1 – 3/28/02*

**Section 8.11**  
*(Pertaining to RESTRICTIVE COVENANTS Article VIII)*

**ANIMALS**

Horses are not permitted on any roads or any area of Spanish Cove Subdivision.

*Board Adoption 9/23/93*

*Revised 3/28/02*

**Section 8.12**  
**(Pertaining to RESTRICTIVE COVENANTS Article VIII)**

**APPROVED SIGN REGULATIONS**

The sign regulations in effect in the Spanish Cove Subdivision are as follows:

**1. FOR SALE SIGNS:**

- a. One (1) sign shall be allowed per seller/owner.
- b. Sign must be placed on owner's property, no closer than 3 ft. to any property line.
- c. No directional arrows permitted on POASC right-of-way.
- d. Signs must be maintained in a neat and orderly condition.
- e. Sign size, placement, or condition cannot cause a safety hazard.
- f. Sign size cannot exceed 24" x 30".

Revision 11/01/06

**2. POLITICAL SIGNS**

- a. Political signs shall be permitted.
- b. Political signs shall be displayed inside property lines.
- c. No political sign shall be displayed on the road right-of-way or POASC common areas.
- d. All political signs shall be removed within 48 hours after elections.

**3. ANNOUNCEMENT SIGNS**

- a. Signs of this type may be permitted on the Common areas when approved by the Operations Manager.
- b. Announcement signs shall generally conform to "for sale" sign regulations.

*Board adoption 5/28/92*

*Revision 1 – 3/28/02*

**Section 8.17**  
**(Pertaining to RESTRICTIVE COVENANTS Article VIII)**

**IRRIGATION WELLS**

Irrigation wells will be permitted with the following conditions:

1. Wells will be installed by a licensed driller. The driller must supply and file the intent forms to ADEM. Copy to be returned to Building Coordinator.
2. Wells will be a minimum of twenty-five (25) feet and not to exceed one hundred (100) feet in depth and may be either 2" or 4" diameter casing.
3. Cross-connection between the irrigation well and the water utility potable water supply is prohibited. Violators will have their well disabled and be fined up to \$15,000 by the POASC Operations Manager. (Federal fines of \$250,000 and water shutoff could be levied for contamination of the drinking water system.)
4. Pump houses must observe standard setback regulations and shall not exceed 4' x 4' x 3' tall. It may be larger if constructed as the one shed or accessory building of that residence.
5. All subterranean connections will be inspected and approved by the POASC Building Coordinator (both well to pump and pump to irrigation system if installed by different contractors) prior to back filling.
6. Subject to random inspection.
7. Removal of pump and accessory equipment from the lot will require the well to be capped.
8. Purchaser of any lot with an existing well must apply for a new permit for the use of that well.
9. Federal, state or county laws now in effect or enacted at any later date will be applicable.
10. THERE WILL BE NO EXCEPTIONS TO THESE RULES.

*Board adoption 12/10/92*

*102-92A WPR, Rev. 1-2/28/92  
Revision 2- 3/28/02*

**Section 8.21**

*(Pertaining to RESTRICTIVE COVENANTS Article VIII)*

**FIREWORKS**

1. The term “fireworks” shall be deemed to include any explosive composition or any substance or combination of substance, or article prepared for the purpose of producing an audible effect by explosion, deflagration or detonation, and shall include blank cartridges, toy cannons, in which explosives are used, the type of balloons, firecrackers, sparklers, torpedoes, sky rockets, roman candles, bombs, or other fireworks containing any explosive compound, or any tablets or other devices containing any explosive substances; provided, however, that the term “fireworks” shall not include:  
Pistol caps containing twenty-five hundredths (25/100) or less of explosive compound, toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths (25/100) grains or less of explosives compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place of the explosion.
2. This Section shall not apply to the possession or use of sparklers and dipped sticks, when the total pyrotechnic composition does not exceed one hundred (100) grams each in weight and when the pyrotechnic composition, containing any chlorate and per chlorate, does not exceed five (5) grams.
3. Nothing herein shall prevent the POASC Board of Directors from approving possession and explosion of fireworks for public display under such rules and regulations as may from time to time be established.

*Board adoption 5/28/92*

*Revised 3/28/02*

**Section 8.23**

*(Pertaining to RESTRICTIVE COVENANTS Section II-S)*

**CONSTRUCTION CLEAN-UP**

Any Contractor that does not cause a daily clean-up of its construction site, as determined by the Operations Manager, (Management), will forfeit its (their) Performance Bond.

*Board adoption - 6/4/92*

*Revised 3/28/02*

**Section 8.34**

*(Pertaining to RESTRICTIVE COVENANTS Article VIII)*

**TEMPORARY OCCUPANCY OF RECREATIONAL VEHICLE**  
**RESIDENTIAL SECTION**

Temporary occupancy of a Recreational Vehicle parked in accordance with all restriction of Section 8.36 on an occupied lot requires notification to the POASC office for security purposes either in person or by phone. This temporary occupancy can be for a period of up to fifteen (15) days at a time. Re-notification will then be required for an additional fifteen (15) days. A maximum of thirty (30) days of consecutive occupancy is allowed. A maximum of sixty (60) days of temporary occupancy in any one calendar year is permitted. No compensation may be charged by the lot owner for allowing this temporary occupancy.

Violation of this regulation either in failing to notify security or the office or for permitting occupancy beyond the period specified or by charging for the temporary occupancy will result in an assessment of \$100 per violation.

*Board adoption - 6/11/92*

*Revision 1 - 5/11/93*

*Revision 2 - 2/22/96*

*Revision 3 - 3/28/02*

**Section 8.38**

*(Pertaining to RESTRICTIVE COVENANTS Article VIII)*

**TEMPORARY OCCUPANCY OF RECREATIONAL VEHICLE-RV SECTION**

Temporary occupancy of a Recreational Vehicle stored under the provisions of Section 8.38 requires notification to the POASC office for security purposes either in person or by phone. This temporary occupancy can be for a period of up to fifteen (15) days at a time. Re-notification will then be required for an additional fifteen (15) days. A maximum of thirty (30) days of consecutive occupancy is allowed. A maximum of sixty (60) days of temporary occupancy in any one calendar year is permitted. No compensation may be charged by the lot owner for allowing this temporary occupancy.

Violation of this regulation either in failing to notify the POASC office or a security officer, or by permitting occupancy beyond the period specified will result in an assessment of \$100 for the first violation. Subsequent violations or charging rent for the occupancy of a recreational vehicle on a lot for which no assessment is paid, shall immediately result in the lost status changing to that of a fully assessed lot.

*Board adoption - 6/11/92*

*Revision 1 - 5/11/93*

*Revision 2 - 2/22/96*

*Revision 3 - 3/28/02*

**Section 8.42**

*(Pertaining to RESTRICTIVE COVENANTS Article VIII)*

**TEMPORARY OCCUPANCY OF RECREATIONAL VEHICLE**  
**MOBILE HOME SECTION**

Temporary occupancy of a Recreational Vehicle parked in accordance with all restriction of Section 8.42 on an occupied lot requires notification to the POASC office for security purposes either in person or by phone. This temporary occupancy can be for a period of up to fifteen (15) days at a time. Re-notification will then be required for an additional fifteen (15) days. A maximum of thirty (30) days of consecutive occupancy is allowed. A maximum of sixty (60) days of temporary occupancy in any one calendar year is permitted. No compensation may be charged by the lot owner for allowing this temporary occupancy.

Violation of this regulation either in failing to notify security or the office or for permitting occupancy beyond the period specified or by charging for the temporary occupancy will result in an assessment of \$100 per violation.

*Board adoption - 6/11/92*

*Revision 1 - 5/11/93*

*Revision 3 - 3/28/02*

**Section 10.04**

*(Pertaining to RESTRICTIVE COVENANTS Article X)*

**YARD SALES**

Garage sales, yard sales, auctions, flea markets, and similar activities are prohibited except that the Operations Manager may grant a one-time exception due to: death, bankruptcy, foreclosure or similar circumstances.

*Board Adoption 6/18/92*

*Revised 3/28/02*

**Section 12.03**

*(Pertaining to RESTRICTIVE COVENANTS Article XII)*

**DESTROYED STRUCTURE**

The POASC Board of Directors may extend the 30-day time limit upon written request of the member. If no action has been taken within the 30-day period, the member will be given written notice to clean up his damaged or destroyed structure. If this restoration is not completed by the end of the second 30-day notice, then the POASC reserve the right to make this restoration and charge the owner for such work.

*Board adoption - 6/4/92*

*Revision 1 – 3/28/02*

**Section 13.02**  
***(Pertaining to RESTRICTIVE COVENANTS)***

**COVENANTS AMENDMENTS PROCEDURES**

**REGISTERING**

1. To register a proposed change at the Spanish Cove Office, the Originator must be a POASC Member in good standing.
2. The Proposed Change should include adequate details for discussion, including naming the Article and Section number/s to which this Proposal pertains, if applicable.
3. After registering, copies of the Proposal will be given to the Board of Directors.
4. The Chairman of the Board of Directors will contact the petitioners within seven days of the registration, to arrange a meeting with the Board and/or the Rules Committee to see if the proposed change is feasible.

**RULES COMMITTEE**

1. After the proposed change is registered, The Rules Committee at the next meeting or at a special meeting shall review the change/s requested. The Chairman of the Rules Committee shall request the Originator of the proposal to meet with the Rules Committee to explain the intent of the change/s. The Committee will report its recommendations at the next Board meeting.
2. If the Rules Committee accepts the requested change/s in principal, it will give a positive recommendation to the Board. A period of up to 30 calendar days is permitted for negotiations between the Rules Committee and the Originator to arrive at agreeable change/s. If the Rules Committee and the Originator cannot agree on acceptable change/s, the Rules Committee chairman shall submit a short summary of the basis for the Committee's rejection to the Board of Directors and so advise the Originator.
3. Regardless of the recommendation of the Rules Committee, the Board must vote to accept or reject the Committee report of the change/s requested in the proposal. If accepted, the Rules Committee shall submit a final draft of the amendment to the Board within 60 calendar days. If rejected the originator of the proposal has the right to file a petition. (See petition filing Section)
4. The Board of Directors may require the Rules Committee to draft proposed change/s to any affected POASC Rule, Regulation or By-Law, if applicable, incorporating the change/s requested by the Originator.
5. If no agreement is possible, the originator may file a proposed petition with the exact wording that will appear on each page of the Proposed Petition, this will include naming the Article and Section number/s to which this Proposal pertains, if applicable.

**PETITION FILING**

1. In order to file a petition, the Originator must be a POASC Member in good standing.
2. The petition must be in the exact wording that will appear on each page of the petition, and shall include the Article and Sections number/s to which this Petition pertains, if applicable.

## **Section 13.02**

### ***(Pertaining to RESTRICTIVE COVENANTS)***

3. The Board Chairman will request publication of the proposed petition in the next issue of the UPDATE. The Originator of the Petition may submit a short (less than 400 words) rationale to be published with the proposed Petition so the membership may be aware of the nature of the Petition. The Board of Directors may submit opposing views (less than 400 words) with this publication.  
All submissions for publication must refer only to the change/s or the subject of the proposed Petition.  
Every effort will be made to assure equal coverage from the proponents and opponents in subsequent issues of the UPDATE.
4. The POASC Office will provide a letter of acceptance to the petitioners within 7 calendar days of filing. The letter will include the number of signatures required to represent twenty percent of the POASC assessments. This letter may be duplicated as a form of identification. (A copy of these rules and regulations for filing petitions will be included with the letter.)
5. All petitions must be terminated in 120 calendar days from the date of the letter of acceptance to gather signatures. If additional time is needed, due to intervening holidays, or other circumstances during the soliciting time, the Petitioners may make a request for an extension of up to 30 calendar days. Approval by the Manager will be required.

### **PETITION CIRCULATION**

1. Signers of the Petition must be members in good standing as of the date the completed petition is submitted to the Board for approval.
2. Only one signature is permitted for each full assessment.
3. Names must be clearly printed and signed and must indicate the Lot Number.
4. The signature of the person circulating the page, and the date completed must appear at the bottom of each page.
5. Canvassers for signatures are required to wear nametags.

### **POST-SUBMISSION ACTIVITIES**

1. Signed Petitions must be submitted to the Chairman of the Board of Directors no later than the next Board Meeting after the period of circulation has expired. Failure to submit the Petition within the time frame allowed will automatically negate the Petition unless prior extension of the signing period has been obtained.
2. The Secretary of the Board of Directors shall publicly count the number of pages submitted and acknowledge, for the record, acceptance of the Petition and the number of pages received.
3. The Board Chairman shall submit a copy of the Petition, as it was circulated, to the Chairman of the Rules Committee. The Rules Committee shall advise the Board of any additional changes to Covenants, By-Laws, or POASC Rules and Regulations which may be required if the petition is approved. No changes may be made to the Petition language.

**Section 13.02**

***(Pertaining to RESTRICTIVE COVENANTS)***

4. The Secretary of the Board shall forward all of the originals and one copy to the Chairman of the Nominations and Elections Committee for validation and counting of signatures

**NOMINATION AND ELECTION COMMITTEE**

1. The Nominations and Election Committee has 14 calendar days to complete the validation procedure. The Chairman of the Nominations and Elections Committee shall notify the petitioners of the date of validation so a representative may be present.
2. The Chairman of the Nominations and Elections Committee will transmit to the Secretary of the Board the number of valid signatures, the number of invalid signatures, and the number of pages counted.
3. If fewer valid signatures are contained on the petition than required, the Secretary of the Board shall notify the Originator, and no further action by the Board is required. If a sufficient number of signatures are verified, the Board will proceed as required by By-Laws, Article XIV, Section 14.2.

**RULES FOR PETITIONS REGARDING MATTERS  
OTHER THAN  
BY-LAWS AND COVENANTS**

1. All Petitions must be registered at the POASC office.
2. All POASC petitions will be terminated in 120 calendar days of registration.
3. Petitions concerning non-POASC matters must be registered at the POASC Office and will receive a letter of acceptance, and a copy of the Petition will be sent to the Board.
4. All non-POASC petition permits will be terminated in 90 calendar days.

*Board adoption - 5/25/95*

*Revision 1 - 3/28/02*

*Revision 2 - 2/27/03*

**Spanish Cove  
RENTAL/LEASE REGISTRATION**

Property Owner Information

Name: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Spanish Cove Rental Lot # \_\_\_\_\_ Street \_\_\_\_\_

Duration of Rental/Lease from \_\_\_\_\_ until \_\_\_\_\_

Common Properties amenities granted with this agreement.\*

( ) All except voting privileges ( ) None

(\*POASC grants the right of ingress and egress to each renter, the privilege of use of the RV showers and coin laundry.

Renter Information

Principal Tenant's Full Name: \_\_\_\_\_

Home Phone:( ) \_\_\_\_\_ Cell Phone:( ) \_\_\_\_\_ Bus. Phone:( ) \_\_\_\_\_

Full Names of Additional Occupants: \_\_\_\_\_ (Age if Under 18)

\_\_\_\_\_ Cell Phone:( ) \_\_\_\_\_ ( )

\_\_\_\_\_ Cell Phone:( ) \_\_\_\_\_ ( )

\_\_\_\_\_ Cell Phone:( ) \_\_\_\_\_ ( )

\_\_\_\_\_ Cell Phone:( ) \_\_\_\_\_ ( )

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year \_\_\_\_\_

Vehicle License No. \_\_\_\_\_ State: \_\_\_\_\_ (List on this form any additional vehicles that will be parked on this rental lot.

Driver's License No. \_\_\_\_\_ State: \_\_\_\_\_ (Attach a copy of driver's license.)

I will abide by all applicable Rules and Regulations during the term of this agreement.

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of Principal Tenant)

I have read and agree to abide by the Rental/Lease Regulations imposed on the Owner. I understand that I am held accountable for any and all fines levied on my property during this agreement as well as any and all charges against the renter(s).

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of Property Owner)

## **RENTAL/LEASE REGULATIONS**

The R/L Form 2's purpose is to establish a rental plan for properties in Spanish Cove.

1. The Property Owner must have registered his renter/lessee with the POASC office on R/L Form 2.

Failure to do so will result in a fine of \$500.00.

2. Rental/Lease Agreements may only be entered into with single-family renters/lessee.
3. Any renter/lessee registered on R/L Form 2 after the effective date of this provision will have the use  
  
of Spanish Cove amenities as defined on reverse side of said form.
4. Sub-leasing is not permitted.
5. The renter/lessee (occupant) shall not use this property for any purpose other than a dwelling.

Renter/Lessee is **RESPONSIBLE FOR:**

A – Adhering to POASC's Rules and Regulations.

B – Parking or storing of any vehicles, boats, trailers, etc., and the operation of same on POASC property.

Property Owner is **RESPONSIBLE FOR:**

A – Informing the renter/lessee of all applicable Spanish Cove (POASC) regulations to which they must adhere while under this Rental/Lease Agreement.

B – The actions of the renters/lessee while in Spanish Cove.

C – Any damages to POASC property caused by the renters/lessee.

D – Care and upkeep of the exterior of the dwelling and related property.

The Property Owner **SHALL NOT:**

- A. Permit any persons, other than those listed on the R/L Form 2, to reside on the rental property for a period exceeding seven (7) consecutive days without obtaining written approval from POASC.

**FAILURE TO ADHERE** to the R/L Agreement will result in fines. The Operations Manager will assess fines

per article K of Operating Procedures, according to Section III.

To ensure the enforcement of this agreement, POASC Management has the right to demand the Property Owner evict said renter/lessee, and/or take eviction proceedings against the renter/lessee as necessary.

