

[ASSOCIATION NAME]

Rules and regulations (homeowners' association)

Association	[ASSOCIATION LEGAL NAME], a Florida homeowners' association
Community	[COMMUNITY NAME], [CITY], [COUNTY] County, Florida
Adopted by the board on	[ADOPTION DATE]
Board action	[RESOLUTION NUMBER OR MINUTE BOOK REFERENCE]
Effective date	[EFFECTIVE DATE]
Revision	[REVISION NUMBER], replacing the rules dated [DATE OF PREVIOUS RULES]
Authority	Declaration Article [ARTICLE], Bylaws Article [ARTICLE]
Questions	[MANAGEMENT COMPANY OR ASSOCIATION CONTACT], [TELEPHONE], [EMAIL]

1. Who these rules apply to

1.1 These rules apply to every owner, to every tenant and occupant, and to every guest, invitee, contractor, and vendor of any of them.

1.2 Each owner is responsible for the conduct of that owner's household, tenants, guests, invitees, and contractors, and for any damage they cause to community property.

2. Authority and order of precedence

2.1 The board adopted these rules under Declaration Article [ARTICLE] and Bylaws Article [ARTICLE].

2.2 These rules add to the recorded declaration of covenants, the articles of incorporation, and the bylaws. They do not change them.

2.3 If any part of these rules conflicts with Florida law, with the recorded declaration and its amendments, with the articles of incorporation, or with the bylaws, that other document controls and the conflicting part of these rules has no effect. The rest of these rules stay in force.

2.4 If a part of these rules is found unenforceable, the rest of the document remains in effect.

3. Words used in these rules

- **Association** means [ASSOCIATION LEGAL NAME].
- **Board** means the association's board of directors.
- **Home** means a lot or parcel, together with the dwelling on it, as those terms are used in the declaration.
- **Common areas** means the common areas and common property as those terms are used in the declaration.
- **Owner** means the record title holder of a home, including a company, a trust, or a personal representative.
- **Occupant** means any person living in a home.
- **Guest** means a person present at the invitation of an owner or occupant who does not live in the home.
- **Manager** means [MANAGEMENT COMPANY NAME], the association's community association manager.

4. Leasing and occupancy

4.1 Leasing is governed by Declaration Article [ARTICLE].

4.2 No lease may be for a term shorter than [NUMBER] consecutive months.

4.3 A home may be leased no more than [NUMBER] times in a calendar year.

4.4 Where the declaration requires the association to approve a lease, the owner must give the association a completed lease application and a full copy of the proposed lease at least [NUMBER] days before the lease is to begin.

4.5 Where the declaration authorizes a fee, the approval fee is \$[AMOUNT] per applicant. A husband and wife, or a parent or parents and their dependent children, count as one applicant. No fee is charged when a lease is renewed with the same tenant.

4.6 The association may require a background screening of each proposed adult occupant. The association will state the reason for any disapproval in writing.

4.7 Leasing a home does not relieve the owner of any obligation under the governing documents. The owner remains responsible for assessments, for compliance by the tenant and the tenant's guests, and for any fine or damage arising from the tenancy.

4.8 The owner must give the tenant a copy of these rules before the tenancy begins, and must state in the lease that the tenancy is subject to the governing documents.

4.9 Before occupancy begins, the owner must give the association the name of each occupant, a telephone number and email address for the tenancy, and the lease term.

4.10 Occupancy of a home is limited to: [STATE THE LIMIT THE DECLARATION SETS, FOR EXAMPLE: TWO PERSONS PER BEDROOM].

5. Parking and vehicles

5.1 Residents may park in: [LIST THE RESIDENT PARKING AREAS, FOR EXAMPLE: THE DRIVEWAY AND GARAGE OF EACH HOME]. Guests may park in: [LIST THE GUEST PARKING AREAS, FOR EXAMPLE: THE DRIVEWAY OF THE HOME BEING VISITED AND THE MARKED SPACES BESIDE THE CLUBHOUSE].

5.2 Where the association issues one, each resident vehicle must be registered with the [MANAGER OR ASSOCIATION] and must display a [DECAL OR HANGTAG]. The association issues [NUMBER] per home.

5.3 A vehicle parked in the common areas must be currently licensed, registered, insured, and in operating condition. A vehicle that is visibly inoperable, that has flat tires or expired registration, or that has not moved for more than [NUMBER] days may be treated as abandoned.

5.4 Vehicle repairs, maintenance, and fluid changes in the common areas are prohibited, except for a repair needed to move a disabled vehicle out of the roadway.

5.5 The speed limit on community roadways is [NUMBER] miles per hour. Stop signs, one-way markings, fire lanes, and no-parking markings apply to every driver on the property.

5.6 Parking is prohibited in fire lanes, in front of fire hydrants, in dumpster enclosures, in accessible spaces without a valid permit, on lawns and landscaped areas, and in any space assigned to another home.

5.7 An owner, and the owner's tenant, guest, or invitee, may park a personal vehicle, including a pickup truck, in the owner's driveway or in any other area where that person has a right to park.

5.8 A work vehicle may be parked in the owner's driveway regardless of any lettering, ladder rack, or insignia on it, unless the vehicle is a commercial motor vehicle as Florida law defines that term.

5.9 A boat, recreational vehicle, or trailer may be kept in the driveway for up to [NUMBER] hours for loading, unloading, and cleaning. Section 17 governs one kept where it is not visible from outside the home.

6. Guests and visitors

6.1 An owner or occupant must accompany a guest using an amenity.

6.2 A guest may occupy a home in the owner's absence for up to [NUMBER] consecutive days, and up to [NUMBER] days in a calendar year, without the stay being treated as a lease under Section 4.

6.3 The owner or occupant must register with the [MANAGER OR ASSOCIATION] any guest staying more than [NUMBER] nights.

6.4 Guest vehicles must be parked in: [NAME THE GUEST PARKING AREA, FOR EXAMPLE: THE DRIVEWAY OF THE HOME BEING VISITED]. A guest vehicle must display a guest pass where the association issues one.

7. Pets and animals

7.1 Pets are governed by Declaration Article [ARTICLE], which permits: [STATE THE NUMBER, SIZE, AND TYPE OF PETS ALLOWED, FOR EXAMPLE: THREE DOGS OR CATS PER HOME].

7.2 Each pet must be registered with the [MANAGER OR ASSOCIATION], with the pet's name, type, breed, weight, a photograph, and proof of current vaccination and county license.

7.3 A pet outside a home must be on a leash no longer than [NUMBER] feet and under the physical control of a person able to control it.

7.4 A pet may not be left unattended in a front yard, on a porch, or on a patio.

7.5 The person with the pet must immediately pick up and dispose of the pet's waste in: [NAME THE RECEPTACLE, FOR EXAMPLE: THE PET WASTE STATIONS ALONG THE WALKING TRAIL]. This applies everywhere on the property.

7.6 Persistent barking, howling, or aggressive behavior is a violation of these rules.

7.7 Pets are not permitted in: [LIST THE AREAS, FOR EXAMPLE: THE POOL DECK, THE PLAYGROUND, AND THE CLUBHOUSE]. This does not apply to an assistance animal.

Assistance animals

7.8 An assistance animal is not a pet. The rules above do not apply to an animal a resident needs as a reasonable accommodation for a disability.

7.9 A resident who needs an assistance animal may send a written request for a reasonable accommodation to the [MANAGER OR ASSOCIATION]. The association will respond in writing within [NUMBER] days and will keep the supporting information confidential.

7.10 The association does not charge a pet fee or deposit for an assistance animal and does not apply a breed, size, or weight limit to one.

7.11 The resident remains responsible for the animal's behavior, for waste pickup, and for any damage the animal causes.

8. Trash, recycling, and storage

8.1 Household trash must be bagged and placed in: [NAME THE RECEPTACLE, FOR EXAMPLE: THE ROLL-OUT CART ISSUED TO EACH HOME]. Loose trash, and trash left outside a receptacle, is prohibited.

8.2 Recycling goes in: [NAME THE RECYCLING RECEPTACLE, FOR EXAMPLE: THE BLUE ROLL-OUT CART ISSUED TO EACH HOME], following [CITY OR COUNTY] collection rules.

8.3 Collection day is [DAY]. Receptacles may be set out no earlier than [TIME] on [DAY] and must be returned no later than [TIME] on [DAY] to: [NAME WHERE RECEPTACLES ARE STORED, FOR EXAMPLE: THE GARAGE OR A SCREENED SIDE YARD].

8.4 Bulk items, construction debris, appliances, electronics, paint, and hazardous material may not be placed in association receptacles. Arrange disposal through [CITY OR COUNTY] bulk pickup or a private hauler.

8.5 Personal property may not be stored in the common areas, on sidewalks, or in walkways. Items left in a fire exit path will be removed without further notice.

9. Pool and other shared amenities

9.1 Hours are as follows.

Amenity	Open	Close
[AMENITY]	[TIME]	[TIME]
[AMENITY]	[TIME]	[TIME]
[AMENITY]	[TIME]	[TIME]

9.2 There is no lifeguard on duty. Persons use the pool and spa at their own risk.

9.3 A person under [NUMBER] years of age must be accompanied by a person [NUMBER] years of age or older.

9.4 Shower before entering the water. A person with an open wound, a communicable condition, or a diarrheal illness may not enter the water. Children who are not toilet trained must wear swim diapers.

9.5 Glass containers, diving where marked, and running on the deck are prohibited, along with: [LIST ANY OTHER PROHIBITED ITEM OR ACTIVITY, FOR EXAMPLE: AMPLIFIED MUSIC AND LARGE INFLATABLE TOYS].

9.6 Proper swim attire is required. Flotation devices are limited to: [LIST WHAT IS ALLOWED, FOR EXAMPLE: COAST GUARD APPROVED VESTS AND CHILDREN'S ARM FLOATS].

9.7 Each home may bring up to [NUMBER] guests to an amenity at one time, and a resident must accompany them.

9.8 [AMENITY] may be reserved by contacting the [MANAGER OR ASSOCIATION] at least [NUMBER] days in advance. A refundable deposit of \$[AMOUNT] applies.

9.9 Where a sign posted at the pool or spa states a health department requirement, that posted requirement controls over anything in this section.

9.10 The board may close an amenity for maintenance, for repair, for safety, or during a declared emergency.

10. Noise, nuisance, and conduct

10.1 No owner, occupant, guest, or invitee may use a home or the common areas in a way that creates a nuisance or unreasonably interferes with a neighbor's quiet enjoyment.

10.2 Quiet hours are [TIME] to [TIME] daily. During quiet hours, noise audible outside a home must be kept at a level that does not disturb a neighbor.

10.3 Construction, renovation, and landscaping work that creates noise is permitted [DAYS OF THE WEEK] from [TIME] to [TIME]. It is not permitted on: [LIST THE DAYS AND HOLIDAYS, FOR EXAMPLE: SUNDAYS, THANKSGIVING, AND CHRISTMAS DAY]. This applies to work by owners and by their contractors.

10.4 Conduct that is unlawful, that threatens the safety of a person, or that damages property is prohibited, and the association may report it to law enforcement.

10.5 Harassment of, or abusive conduct toward, a board member, a committee member, an association employee, or a vendor performing association work is prohibited.

11. Patios, porches, and exterior appearance

11.1 Items visible on a patio, porch, or lanai are limited to: [LIST WHAT IS ALLOWED, FOR EXAMPLE: PATIO FURNITURE, POTTED PLANTS, AND A GRILL].

11.2 The following may not be stored or displayed in a front yard, a driveway, or anywhere else visible from the street: [LIST WHAT IS NOT ALLOWED, FOR EXAMPLE: STORAGE CONTAINERS, CLEANING EQUIPMENT, LADDERS, AND APPLIANCES].

11.3 Laundry, towels, and swimwear may not be hung on a railing, a fence, or a porch where they are visible from the street.

11.4 Trash, yard waste, and debris may not be left in a yard or driveway between collection days.

11.5 Feeding wildlife anywhere on the property is prohibited.

11.6 Awnings, screens, enclosures, shutters, permanent fixtures, exterior paint colors, and any other change to the exterior appearance of a home require written approval under Section 16.

12. Yard maintenance and landscaping

12.1 Each owner is responsible for maintaining the landscaping within: [STATE THE AREA THE OWNER MAINTAINS, FOR EXAMPLE: THE ENTIRE LOT OUT TO THE EDGE OF THE PAVEMENT].

12.2 Maintenance includes mowing, edging, trimming, weeding, removing dead plant material, and replacing dead plants.

12.3 Turf may not exceed [NUMBER] inches in height.

12.4 A change to landscaping that is visible from the street, and the removal of any tree, require written approval under Section 16.

12.5 Irrigation is subject to [WATER MANAGEMENT DISTRICT NAME] watering restrictions and to local ordinance. Those restrictions control over any watering schedule in these rules.

12.6 Nothing in these rules prevents an owner from using Florida-friendly landscaping.

13. Grills and open flame

13.1 Grills and other open-flame cooking devices may be used in: [NAME WHERE GRILLING IS ALLOWED, FOR EXAMPLE: A REAR YARD OR REAR PATIO, AND THE COMMUNITY GRILL AREA BESIDE THE POOL]. They may not be used in: [NAME WHERE GRILLING IS NOT ALLOWED, FOR EXAMPLE: A FRONT YARD, A DRIVEWAY, OR AN ATTACHED CARPORT].

13.2 A grill in use must be attended at all times and kept at least [NUMBER] feet from any structure, overhang, or combustible material.

13.3 Propane cylinders may be stored only in: [NAME WHERE CYLINDERS MAY BE STORED, FOR EXAMPLE: A REAR YARD, OUT OF VIEW FROM THE STREET].

13.4 Where the fire code or the local fire marshal imposes a stricter requirement than this section, that requirement controls.

14. Signs

14.1 Signs visible from outside a home are limited to: [LIST WHAT THE DECLARATION PERMITS, FOR EXAMPLE: ONE REAL ESTATE SIGN AND ONE SECURITY COMPANY SIGN].

14.2 Real estate signs are limited to: [STATE THE SIZE, NUMBER, AND PLACEMENT, FOR EXAMPLE: ONE SIGN NO LARGER THAN 18 BY 24 INCHES, PLACED IN THE FRONT YARD AT LEAST 5 FEET BACK FROM THE SIDEWALK].

14.3 An owner may display a sign of reasonable size provided by a security services contractor within 10 feet of any entrance to the home.

14.4 A sign an owner is entitled to display under Florida law or under the declaration is permitted regardless of anything else in this section.

15. Flags and flagpoles

15.1 An owner may display in a respectful manner up to two portable, removable flags, each no larger than 4.5 feet by 6 feet, chosen from the United States flag, the Florida state flag, a flag representing the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, a POW-MIA flag, and a first responder flag.

15.2 An owner may erect one freestanding flagpole no more than 20 feet high on the owner's home site, so long as it does not block sightlines at an intersection and is not placed within an easement.

15.3 The flagpole remains subject to building codes, zoning setbacks, and noise and lighting ordinances.

15.4 A flag display an owner is entitled to make under Florida law is permitted regardless of anything else in these rules.

16. Architectural review and alterations

16.1 No addition, alteration, improvement, or change to the exterior appearance of a home, and no change to the common areas, may begin before the association gives written approval.

16.2 The association does not review or approve a change that is not visible from the street, from an adjacent home, from an adjacent common area, or from a community golf course.

16.3 Applications are made on the association's architectural review application, available from the [MANAGER OR ASSOCIATION WEBSITE].

16.4 The association will respond in writing within [NUMBER] days. A denial will state the rule or covenant the association relied on and the specific part of the proposed work that does not meet it.

16.5 The association's architectural guidelines dated [DATE] are a separate document and are part of these requirements.

16.6 An owner may build an access ramp where a resident or occupant has a medical need for one. The ramp must be as unobtrusive as practicable, reasonably sized, submitted to the association in advance, and supported by an affidavit from the resident's physician.

16.7 An owner may hire and allow entry to any contractor or worker of the owner's choosing. The association does not require a contractor to be on a preferred vendor list, and does not require a contractor to show a professional or occupational license as a condition of entry onto the owner's home site.

16.8 Work started before written approval is a violation, and the association may require the work to be undone in addition to any other remedy.

17. Items not visible from outside the home

17.1 The association does not restrict an item kept on an owner's home site that is not visible from the home's frontage, from an adjacent home, from an adjacent common area, or from a community golf course. This includes boats, recreational vehicles, trailers, clotheslines, vegetable gardens, and artificial turf.

17.2 An item screened from view by a fence, a wall, or landscaping approved under Section 16 is treated as not visible.

18. Hurricane and storm preparation

18.1 The board has adopted hurricane protection specifications dated [DATE], available from the [MANAGER OR ASSOCIATION WEBSITE]. Those specifications state the approved color, style, product type, and installation standard.

18.2 When a hurricane watch is issued for [COUNTY] County, each owner and occupant must remove or secure all loose items from yards, patios, porches, and driveways, including furniture, planters, grills, umbrellas, trash receptacles, and decorations.

18.3 An owner who will be away during hurricane season must give the [MANAGER OR ASSOCIATION] a current telephone number and email address, and the name and telephone number of a local person authorized to enter the home.

18.4 After a storm, do not return to the property until local authorities have advised that it is safe. Report damage to the [MANAGER OR ASSOCIATION] at [TELEPHONE OR EMAIL].

18.5 During a declared state of emergency, the board may exercise the emergency powers Florida law grants it, which may temporarily override parts of these rules.

19. Violations, fines, and suspension

How a violation is reported

19.1 A violation may be reported in writing to the [MANAGER OR ASSOCIATION] at [EMAIL OR ADDRESS].

19.2 The association will ordinarily send a written courtesy notice describing the violation and asking the owner to correct it by a stated date.

19.3 If the violation is not corrected, the board may propose a fine or a suspension of the right to use the common areas at a properly noticed board meeting.

Notice and hearing

19.4 No fine or suspension may be imposed unless the association first gives the owner at least 14 days' written notice of the right to a hearing, sent to the address in the association's official records. Notice also goes to any tenant, occupant, or guest the association seeks to fine or suspend.

19.5 The notice will describe the violation, state what must be done to correct it, and give the date, time, and location of the hearing.

19.6 The hearing will be held within 90 days after the notice is issued, before a committee of at least three people appointed by the board. No member of that committee is an officer, director, or employee of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

19.7 The owner may attend the hearing in person or by telephone.

19.8 The committee may only confirm or reject the fine or suspension the board proposed. If the committee does not approve it by majority vote, it may not be imposed.

19.9 Within 7 days after the hearing, the committee will send the owner written notice of its findings, any fine or suspension approved or rejected, how the violation may be corrected, and the date any fine must be paid.

19.10 If the violation is corrected before the hearing, or in the way stated in the written notice, no fine or suspension will be imposed.

19.11 Where a fine is approved, payment is due no earlier than 30 days after the written notice of the committee's decision is delivered.

Limits on fines

19.12 A fine may not exceed \$100 per violation or \$1,000 in total for a continuing violation.

19.13 A fine may be charged for each day a violation continues, with one notice and one hearing covering the whole period.

19.14 The association will not fine or suspend for leaving garbage receptacles at the curb or the end of the driveway within 24 hours before or after the scheduled collection day.

19.15 The association will not fine or suspend for holiday decorations or lights left up longer than the governing documents allow, unless they remain up more than one week after the association gives the owner written notice.

Suspension of the right to use common areas

19.16 The association may suspend, for a reasonable period, the right of an owner, tenant, guest, or invitee to use the common areas and facilities. A suspension does not apply to the parts of the common areas needed to reach a home, to utility service to a home, or to a home's parking space, and it does not block vehicle or pedestrian access to a home.

19.17 Where an owner is more than 90 days behind in paying an assessment, fine, or other money owed, the association may suspend the right to use the common areas until the amount is paid in full. A suspension for nonpayment is approved at a properly noticed board meeting, and the association will notify the owner by mail or hand delivery. The notice and hearing steps above do not apply to a suspension for nonpayment.

Other remedies

19.18 Nothing in this section limits the association's right to seek an injunction, damages, or any other remedy available under the governing documents or under Florida law.

20. Adoption, amendment, and distribution

20.1 The board adopted these rules at a properly noticed board meeting held [ADOPTION DATE]. They take effect [EFFECTIVE DATE].

20.2 The board may amend these rules at a properly noticed board meeting. An amendment takes effect no earlier than the date the amended rules are distributed to the members.

20.3 The association will give a copy of these rules to every new owner, and will give every owner an updated copy whenever the rules are amended.

20.4 The association keeps the current rules in its official records and makes them available for inspection.

20.5 The rules these replace remain in the association's records. A violation is judged against the rules in effect on the date it occurred.

Adopted by the board

Adopted by the board of directors of [ASSOCIATION LEGAL NAME] at a properly noticed board meeting held [ADOPTION DATE].

President: _____ Print name: _____ Date: _____

Secretary: _____ Print name: _____ Date: _____

Version record

Document	Rules and regulations of [ASSOCIATION LEGAL NAME]
Revision	[REVISION NUMBER]
Adopted	[ADOPTION DATE]
Effective	[EFFECTIVE DATE]
Replaces the rules dated	[DATE OF PREVIOUS RULES]
Board action	[RESOLUTION NUMBER OR MINUTE BOOK REFERENCE]
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