



## **Windmill Village at Punta Gorda, Inc.**

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# **Rules and Regulations**

Last Updated and Approved: March 24, 2022

## **GENERAL INFORMATION SECTION**

- A. DEFINITION OF TERMS
- B. GENERAL INFORMATION

## **RULES & REGULATIONS SECTION**

- A. GENERAL RULES
- SECTION B. SALE, RENT OR USE OF SHAREHOLDER'S DWELLING
- SECTION C. SECURITY
- SECTION D. MANUFACTURED HOME SET UP REQUIREMENTS
- SECTION E. PROPERTY LINE DETERMINATION
- SECTION F. MODIFICATIONS TO EXISTING DWELLINGS
- SECTION G. OVERALL APPEARANCE OF DWELLING AND SITE
- SECTION H. ANTENNAS
- SECTION I. PETS
- SECTION J. VEHICLES/PARKING
- SECTION K. RECREATION HALL
- SECTION L. STORAGE YARD
- SECTION M. WINDMILL VILLAGE WATERWAYS, DOCKS, DAVITS, AND LIFTS
- SECTION N. WINDMILL VILLAGE CORPORATE DOCKS
- SECTION O. SPECIAL NOTES

## GENERAL INFORMATION

### A. DEFINITION OF TERMS

Windmill Village is an over fifty-five (55), not-for-profit Community owned by its *Shareholders*. *Shareholders* do not own the *assigned lot location* upon which their home is situated; they own a proportionate share of the Windmill Village Corporation.

For the purpose of this document, Windmill Village, the Village, the Corporation, the Community and WMV are interchangeable in use.

Rules and Regulations to govern behavior and the environment within Windmill Village are recommended by the Board of Administration and approved, by ballot, by the Shareholders as authorized in Section 4; paragraph 4 of the Bylaws of Windmill Village.

A. Wherever *bold italicized* words are found within this document they will have the following meanings:

1. ***Shareholder***: The certificate holder of a proportionate share of the Corporation and identified to an assigned lot location.
2. ***Non-resident Shareholder***: The certificate holder of a proportionate share of the corporation identified to an assigned lot location, but who has not yet built or completed construction of a home.
3. ***Resident***: Any person residing in a home who is not a ***guest*** or a ***visitor***.
4. ***Renter***: A ***Resident*** who pays rent to the ***Shareholder***; (please also see "use restrictions; section 13 as well as 13.1.A" in the Bylaws for additional information).
5. ***Guest***: A person who is invited by the ***Resident*** to a ***Resident's*** home, and who does not pay rent. This person(s) may be a daytime ***guest*** or an overnight ***guest***. ***Guests*** occupying the home (overnight) in the absence of the ***Resident*** must meet the minimum age requirements as shown in the Windmill Village Bylaws Section 13.1.
6. ***Visitor***: A person who is none of the above.
7. ***Amenity***: A desirable or useful feature or facility of a building or place.
8. ***Assigned lot location***: A lot upon which a home is or could be situated.
9. <sup>2021</sup>***Driveway***: A cement or paver (no asphalt or similar material or gravel ***driveways*** permitted) surface leading from the road to the house, garage, shed or lanai and, except for the distance from the road to the home or setback, is usually covered by a carport (as per the last approved RFM).

### B. GENERAL INFORMATION

**Failure to comply with any of the Rules & Regulations in this document will result in a twenty-five dollar (\$25.00) per violation per day fine as permitted by the Bylaws of Windmill Village at Punta Gorda, Inc. Sec 4 Sub-section 1.**

<sup>2021</sup>B.1. The Corporate Office will be open from 8:00 A.M. to 5:00 P.M., Monday through Thursday and 8:00 am to 1:00 pm on Fridays, there are no scheduled business hours on Saturday, Sunday or holidays. In case of a problem, the Community Manager should be contacted. If the Community Manager cannot be reached, one of the members of the Board of Administration should be called. Telephone numbers are posted on the bulletin boards.

B.2. Bulletin Boards are located inside the Mail Room and at the Recreation Hall.

<sup>2021</sup>B.3. Each ***Shareholder*** is responsible for the overall appearance, maintenance, repairs and replacements to their dwelling and for the area surrounding it, and to keep it in good repair and orderly condition at all times. (See rule G.3)

<sup>2021</sup>B.4. The mangroves bordering Windmill Village are protected by law and cannot be cut, trimmed or removed. See Bylaw Section 13.8.

<sup>2021</sup>B.5. Recreational activity rules are posted at the site of the activity. All users are responsible to familiarize themselves with the regulations and policies of the Community activity.

<sup>2021</sup>B.6. Recreational Areas: At certain times, the bocce ball court, shuffleboard courts, horseshoe pits and billiards room are extremely active with Community team leagues and tournaments. We request that other players schedule their play during slack periods that do not conflict with league or tournament play.

<sup>2021</sup>B.7. Utilities:

1. Electricity is provided by the Florida Power and Light Co., and each *Resident's* meter will be read and billed directly by said company. It is the responsibility of each *Shareholder* for installation and maintenance of the electrical service to the dwelling. The Corporation is not responsible for replacing the main breaker. Waterlines within the Community are the responsibility of the Corporation up to the service box serving the dwelling.
4. Sewer lines within the Community are the responsibility of the Corporation up to the clean-out connection of the dwelling. From the clean-out connection through the dwelling is the *Shareholders'* responsibility.
5. The cost of water and sewer is included in the monthly assessment fee.
6. Underground cable television is available to all sites and is the responsibility of the *Shareholder/Renter*.
7. Internet service is the responsibility of the *Shareholder/Renter*.

B.8. Swimming Pool hours are posted in the pool area. The pool may be closed on occasion during those hours for maintenance, safety or weather-related reasons. Maximum pool capacity is 28 persons and must be adhered to in accordance with County and State requirements. The swimming pool is closed during scheduled water aerobics.

<sup>2021</sup>B.8. Mail is delivered to the mailroom. Your address is your physical street address, Punta Gorda, FL 33950.

<sup>2021</sup>B.9. *Shareholders* will be held directly responsible for the action of their *guests* and *renters* regardless of **their age**. See Bylaw Section 13.5.

## **RULES AND REGULATIONS**

### **SECTION A. GENERAL RULES**

<sup>2021</sup>A.1. **Violation of Rules and Regulations:** When a violation of the Windmill Village governing documents is noticed, the Manager will notify the person responsible for the violation with a first notice by telephone or email. If after a reasonable amount of time, depending on the severity and ability to correct the violation in a timely manner, a second notice will be sent by first class mail to the person in violation. The Manager will advise the Board of Administration that the second notice has been issued.

At the next Board of Administration regular or special meeting, the Board will decide if the fine and/or suspension procedure is in order, or if the violation is an act which endangered life, health, safety, property or peaceful enjoyment of the Community by the violator, action to recall the share certificate may be started. If the violator is a renter, guest or invitee, the process will be to suspend the violator's right to access to the Community.

If it is determined that the fine procedure should be started, a certified letter will be sent to the violator with the date of the Peer Review Committee (PRC) meeting to determine if the fine and/or suspension procedure should proceed. If the PRC approves the fine and/or suspension, it is due/starts 5 days from the date of the PRC meeting. The fine will continue for each day the violation continues. The fine is \$25.00 per day and will double after the first 10 days of the violation, and will double every 10 days until the maximum daily amount reaches \$100.00 per day and an aggregate of \$1,000.00 per violation. Fines not paid will be collected in accordance with FI Statutes. Notice and hearing are not required to levy a late fee for nonpayment of assessments.

If it is practical, the Corporation may employ someone to correct items such as weeding and house washing and bill the violator for the work plus a 10% assessment.

When a violation is not corrected for a period exceeding 90 days the Board may extend the amount of time for the violation to be corrected or may suspend the voting rights and use of common areas. The Board may also begin the action of recalling the Shares of the violator.

A.2. Legal notices and/or demands are to be directed to the Community Manager at 215 Rio Villa Drive, Punta Gorda, FL 33950 or to such other person as the Corporation may from time to time designate.

<sup>2021</sup> A.3. **Signs and Flags**

1. Signs: All signs, except Corporate posted signs, are restricted to a maximum of 10 x 12 inches. Allowed signage is "For Sale", "For Rent" and Political Party or Candidate Signs. Political Party or Candidate signs may be displayed 45 days prior to the election and must be removed within three days after the election. All other signs to be displayed on a members assigned location must be approved by the Community Manager. Signs must not create a sight obstruction or other safety concerns, and are limited to one sign per issue.

*The Board of Directors voted unanimously to approve the following rule change regarding flags in the community. **This rule change is effective immediately** because it was passed by the Board unanimously at the 03/15/22 BOA Meeting, subject to the provisions of Bylaw 4.4. Shareholders will reaffirm this vote at the next Annual Shareholders Meeting in March of 2023.*

2. <sup>03/15/22</sup> Flags: Any resident may display one portable, removable United States flag and one official flag of the State of Florida, plus the most current officially recognized flag which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard, or a POW-MIA flag. Any resident may display one portable, removable flag of another Nation, providing that the resident is a citizen of that Nation and it is displayed in a respectful manner. All of the preceding flags may not exceed 4.5' x 6'.

One flag or banner no larger than 3' x 5' representing Universities, Sport Teams or representing First Responders (Police, Fire, Medical) may be displayed in a respectful manner.

Political Party or Candidate flags, no larger than 3' x 5', may be displayed in a respectful manner for 45 days prior to the election and must be removed within 3 days after the election.

Flags must not create a sight obstruction or other safety concerns, and are limited to one flag per issue.

Previous Rule:

~~2. Flags: National flags (no greater in size than 3' X 5') may be flown at any time as long as the member flying the flag is a citizen of the nation the flag represents. Flags allowed to be displayed include small light pole flags/banners, university/sports (no larger than 3' X 5'), Political Party or Candidate flags (no larger than 3' X 5'). Political Party or Candidate flags may be displayed 45 days prior to the election and must be removed within 3 days after the election. All other flags to be displayed on a member's assigned location must be approved by the Community Manager. Flags must not create a sight obstruction or other safety concerns, and are limited to one flag per issue.~~

A.4. **Guests** under sixteen (16) years of age may use all the recreational facilities only when supervised by an adult. The use of the Billiard Room by anyone under eighteen (18) years of age is prohibited unless accompanied by a **Resident**.

A.5. Babysitting or keeping of children of any age on a regular basis is prohibited.

A.6. All assigned lot location lawns will be mowed and edged, providing there is an adequate barrier, and where easily accessible, by the Corporation. The **Shareholder** is responsible for watering, trimming, fertilizing, weeding, and clipping. If the grounds are not maintained in an acceptable condition, the Corporation, after a courtesy notice, may perform these services at the **Shareholder's** expense.

A.7. Burning or dumping of any trash, garbage, hazardous liquid, and yard waste, etc., on any lot or open area is prohibited. Because the homes are located in close proximity, there will be no wood fire pits, chimneys, or covered fire devices, decorative torches or candles with flames that exceed two inches (2") used in Windmill Village, excluding BBQ grills, unless specifically approved by the Community Manager.

<sup>2021</sup>A.8. Public drunkenness and unruly behavior are PROHIBITED. Violations will be dealt with in accordance with Rule A.1, above.

<sup>2021</sup>A.9. All assessments are payable by the first day of the month. A late fee of twenty-five dollars (\$25.00) will be charged for those received after the 10<sup>th</sup> day of the month in which they are due.

<sup>2021</sup>A.10. Any item displaying a "for sale" sign (car, motorcycle, golf cart, etc...) cannot be parked for advertising purposes at any common location within the Community, they may be displayed at the **Resident's** home. Watercraft at a dock may display a "for sale" sign. All signs must comply with the size restriction in rule A.3.

<sup>2021</sup>A.11. Prior to digging for any reason in the Community, you must notify the corporate office so that buried Community owned structure can be located by our maintenance personnel. In addition, you must call 811 for the marking and locating of commercial underground utilities. Failure to do so will result in the **Shareholder** being held liable for all expenses associated with repair and/or replacement of any damage caused to the Community or commercial underground structure.

<sup>2021</sup>A.12. The sale of alcohol is PROHIBITED.

<sup>2021</sup>A.13. No smoking or vaping is allowed in the Recreation Hall, Verandas, Chiki Huts, Mailroom, Woodworker Shop, Swimming Pool area, Maintenance building, Office, Corporate Docks and on boats moored on Windmill Village property. (This no smoking policy includes smoking of electronic cigarettes or e-cigarettes).

<sup>2021</sup>A.14. All guests under the age of 16 are prohibited from driving golf carts even if assisted by an adult.

<sup>2021</sup>A.15. Trash is picked up according to the Charlotte County schedule and should be put out on the morning of the day of collection, but not earlier than 6 PM on the day before the scheduled pickup day. Recyclable items and newspapers (the yellow top bins) will be picked up as scheduled by Charlotte County. Trash and garbage containers must be stored on the **Resident's assigned lot location**, in a neat and orderly fashion. Trash containers must be returned there as soon as possible after being emptied. Pick up of large items such as appliances, furniture and carpet, etc., requires a call to Waste Management by the **Resident** to make arrangements if required at the **Resident's** expense.

<sup>2021</sup>A.16. Yard trimmings must be cut no longer than four (4) ft. in length and tied in manageable bundles no more than (3) ft. in diameter and weighing no more than forty (40) pounds. All loose clippings that cannot be bundled and tied must be in a container and placed curbside on Monday through Thursday for Community personnel pick-up. NO yard trimmings are to be put out on Fridays, Saturdays or Sundays.

A.17. Swimming Pool hours are posted in the pool area. The pool may be closed on occasion during those hours for maintenance, safety or weather-related reasons. Maximum pool capacity is 28 persons and must be adhered to in accordance with County and State requirements. The swimming pool is closed during scheduled water aerobics.

<sup>2021</sup>A.18. Water is received from the City of Punta Gorda. **Residents** must abide by the city's water restrictions as published, and use their street number to determine when they are allowed to water their lawns and wash their vehicles, boats, pavers or driveways. The water restrictions will be posted on the bulletin boards and updated as changes are noted. **Residents** should conserve the use of water. Excessive watering is not permitted. Lawn watering is only allowed before 8 AM or after 6 PM twice per week, if needed. Hand watering is allowed any time provided a shut-off nozzle on hose is used so water is not wasted. Irrigation systems must be turned off when leaving for the summer. Prior to installing or modifying an irrigation system an RFM must be submitted for approval. Specifications must include a water sensor and timer.

***The Board of Directors voted unanimously to approve the following rule change regarding flags in the community. This rule change is effective immediately because it was passed by the Board unanimously at the 04/19/22 BOA Meeting, subject to the provisions of Bylaw 4.4. Shareholders will reaffirm this vote at the next Annual Shareholders Meeting in March of 2023.***

<sup>04/19/22</sup>A. 19. Reasonable exceptions to forego restrictions with respect to age of ownership will be allowed upon unanimous approval of the BOA.

<sup>2021</sup>A.19. **Van Usage and Scheduling:** (See Corporate Owned Vehicle Policy (CVP.2)).

**Drivers will** be required to fill out a form (**Corporate Owned Vehicle Policy (CVP.2)**) which must be obtained through the Corporate Office. All drivers are responsible for following the Vehicle Policy and must sign the form. The driver is given the keys and gas usage calculation sheet, is responsible for returning the vehicle in a clean condition and with the payment for the gas used.

#### **Van Scheduling:**

Scheduling priority is as follows:

- a. Weekly trip to Walmart (van is available on Monday after it has been returned from this trip) \*
- b. Monthly lunch - first Wednesday of each month
- c. Weekly trip to Publix (van is available on Thursday after it has been returned from this trip) \*
- d. Organized Clubs
- e. **Resident Shareholders**

(\* If Monday or Thursday is a holiday the scheduled trip will be the next business day).

The van should not be taken when a personal vehicle is a viable option (a minimum of 6 occupants is recommended for van usage, with the exception of corporate usage).

#### **Van Restrictions:**

- a. No non-**resident, guest** or **visitor** is permitted to drive the van.
- b. Zero tolerance for driving under the influence of alcohol, drugs or other substances.
- c. Overnight trips may be granted to organized clubs by the Community Manager.
- d. Mileage is limited to 200 miles per round trip (extended distances may be granted by the Community Manager).
- e. No Smoking (or vaping).
- f. Only corporate owned trailers are permitted to be towed by the van.
- g. Reservation of the van is limited to 60 days in advance unless granted by the Community Manager.

**Violation of these specific rules and/or the CVP.2 Policy may result in loss of future use of the van.**

<sup>2021</sup>A.20. Quiet time is to be observed between the hours of 10:00 p.m. and 7:00 a.m. This also applies to all vendors.

<sup>2021</sup>A.21. All **residents**, adult **guests**, and **visitors** are required to wear shirts or a coverall when walking, jogging, riding bicycles and/or driving golf carts in the Community. (A towel does not constitute a coverall).

<sup>2021</sup>A.22. Walkers or joggers must, for safety, face oncoming traffic and are required to carry illumination at night and early morning. (Bright or reflective clothing is preferred).

<sup>2021</sup>A.23. Bicycles and golf carts must operate with the traffic flow and are required to be illuminated at night. All traffic rules must be adhered to.

<sup>2021</sup>A.24. No contractors will be allowed to work within Windmill Village on Sundays or Community recognized holidays unless it is an emergency repair such as plumbing, AC, flood damage or electrical issues. Utility providers such as Florida Power & Light are excluded from this ban. Exceptions to this can be granted by the Community Manager if requested in advance, but approval would be rare and only in extreme circumstances.

**SECTION B. SALE, RENT OR USE OF *SHAREHOLDER'S* DWELLING** \*See Bylaw Section 11 and Section 13

B.1. The Community Manager must be informed of all proposed selling or renting of dwellings.

<sup>2021</sup>B.2. A fee will be required to be submitted with the application to purchase. No occupancy will be allowed until the application is received and approved by the Corporate Office.

B.3. An "Application to Rent" must be completed by the *Shareholder*, signed by the prospective *Renter*, and submitted to the Corporate Office for review at least five (5) business days prior to *Renter's* anticipated arrival. A one-hundred dollar (\$100.00) non-refundable fee will be required to be submitted with the application to rent. Upon arrival, the *Renter* must complete the "*Renter's* Check-in Sheet" at the Office.

B.4. All *Renters* and/or *guests* of absentee *Shareholders* must register at the Corporate Office upon arrival and must complete the "Registration Check-in Sheet." If arrival is during non-business hours, *Renters* or *guests* must register before noon of the next business day.

**SECTION C. SECURITY**

<sup>2021</sup>Soliciting or peddling is prohibited, with the exception of *Shareholder* canvassing and scheduled caterers/food trucks for an event. If anyone refuses to leave the Community or Corporate Office, the Sheriff's Department will be contacted immediately.

**SECTION D. MANUFACTURED HOME SET UP REQUIREMENTS**

D.1. Manufactured homes to be set in Windmill Village must have prior approval of the Board of Administration, and be less than five (5) years old. The applicant must submit a Request for Modification (RFM), drawn to scale, showing the proposed unit, the adjoining units, and all set-backs. The RFM must also indicate the proposed location of the carport, shed, driveway, electric service, air conditioner, stairs, and all other protrusions into the setbacks.

D.2. Manufactured Home set up must conform to Windmill Village Bylaws, Rules & Regulations, and all local and state codes and be completed within one (1) year of placement on the *assigned lot location*. If applicable, this includes completion of the carport, garage, attached shed, skirting, and sufficient landscaping to prevent soil erosion.

<sup>2021</sup>D.3. The owner of the proposed new dwelling is responsible for the site preparation and grading and has a duty to prevent storm water from his *assigned lot location* from flooding onto adjacent lots. Storm water must not be allowed to collect under a dwelling.

<sup>2021</sup>D.4. The placement of incoming manufactured homes, as well as any modifications to existing manufactured homes, must conform to the following setbacks:

- a. Twenty (20) feet from the high-water mark on waterfront locations;
- b. Ten (10) feet from the rear property line on all locations other than waterfront locations;
- c. Ten (10) feet from the pavement line of all internal community streets;
- d. Six (6) feet from all side property lines other than those governed by sub-section c. above;
- e. Twenty-five (25) feet from any Community boundary other than waterfront as addressed above in sub-section a;
- f. In the case of a corner location, sub-section c above would apply to both sides that border the street and sub-section d above would apply to the two (2) remaining sides;
- g. No variance shall be given for any of the above D.4 sub-sections except:

A variance may be approved by the Board of Administration to allow an air conditioner or steps to protrude into the required rear setbacks that are addressed in sub-sections a, b, and e above.

A variance may be approved by the Board of Administration to allow placement, into the required setbacks, of a removable and non-obstructive ground cover (pavers, slate tiles, stones, etc...) that would not impede vehicles such as a maintenance golf cart or lawnmowers from routinely traversing the ground cover.

A variance may be approved by the Board of Administration within any setback for improvements as required for a valid Americans with Disabilities Act request, provided that the improvement requested is approved in writing by the Charlotte County Building Code Department. Any variances granted under these conditions would terminate when the ADA request of the requesting **Shareholder** is no longer required. Within 120 days from the date the variance is no longer needed; the property must then be made to comply with normal setback requirements at the cost of the current **Shareholder**.

D.5. The size of a unit's location, or of any adjoining locations, as depicted on the lot plans of the Community, cannot be increased or decreased to accommodate the placement of a dwelling.

D.6. Locations cannot be combined to accommodate a dwelling.

D.7. Downspouts that extend to the street must be underground from the vertical downspout to the edge of street.

<sup>2022</sup> D.8. All new electrical panels and ducted central air conditioning units must be installed as close as possible to the dwelling and cannot be placed on the street side(s). Single room window air conditioning and single room mini split air conditioning units may be used, but should be placed so that they appear neat.

D.9. Every dwelling must have an operational, five (5) to six (6) foot tall white post light installed five (5) feet from the street and five (5) feet from the house side of the driveway. The light must operate from dusk to dawn every day and must utilize the equivalent of a white forty (40) watt bulb (with the exception of holiday lighting). The fixture must be a white colonial style carriage lamp together with a white photo cell style post. The light must be installed and operational within ninety (90) days after the certificate of occupancy is issued. If the light becomes non-operational and the **Shareholder** fails to correct the problem within ten (10) days, the Corporation can make the necessary repairs at the **Shareholder's** expense.

D.10. All dwellings must have a carport and/or garage and it must have the appearance of being an integral part of the dwelling.

D.11. All sheds must be under the carport and be part of the dwelling, structurally attached to the roof and/or the manufactured home.

D.12. All concrete must have prior approval. Blacktop, asphalt and other similar materials are not permitted anywhere on the **assigned lot location**.

D.13. Skirting made of flexible material must be installed in accordance with the following minimum requirements:

- a. The support system must be anchored securely to the ground, a concrete foundation, a treated wood base, coated steel or other decay resistant material, in a manner to resist lateral movement at the support base. (Note: lattice work or landscape spikes are not acceptable)
- b. The upper support system must be attached solidly to the manufactured home frame.
- c. The skirting material must be fastened top and bottom to these supports.
- d. Installed heights over 30 inches must incorporate an additional horizontal support equidistant between the upper support and base mounting points. The skirting material must also be firmly attached to this additional horizontal support.

## **SECTION E. ASSIGNED LOT LOCATION DETERMINATION**

Upon request for placement, replacement or any additions, modifications, rearrangements or changes to an existing unit, the following methodology will be used to determine the assigned lot location.

E.1. Existing plot plans will be reviewed to determine location size and placement of utilities.

E.2. The size of a unit's location, or of any adjoining locations, as depicted on the plot plans of the Community, cannot be increased or decreased as a result of the assigned lot location measurements or as a result of, or in conjunction with, the requested modification.



## SECTION F. MODIFICATIONS TO EXISTING DWELLINGS OR STRUCTURES

<sup>2021</sup>F.1. Modifications, additions, rearrangements or changes to existing, dwellings, porches, **driveways**, sheds, lanais, docks, or any existing structural properties require a Request for Modification (RFM) form properly completed. The RFM must meet all Windmill Village Bylaws, Rules & Regulations as well as state and local codes. (SPECIAL NOTE: When a RFM is presented to the BOA that requires a variance to our Rules, the RFM must be accompanied by Contractor's Certification that the RFM can be accomplished as shown on the layout drawn to scale. If at the time of performing the desired modification it is found that it cannot be accomplished as shown on the layout, all work must stop and the BOA must meet to approve the new/revised proposal).

F.2. The modification must conform to the same setbacks and variance approvals as described in Section D.4., Manufactured Home Set-up Requirements.

F.3. Replacement, repair or installation of vinyl, poly-propylene or other similar skirting must meet the requirements of Section D.13., Manufactured Home Set-up Requirements.

F.4. Pavers:

<sup>2021</sup>a. The total of paved areas must not exceed 40% of the **assigned lot location**, excluding the foot print of the dwelling and carport and front **driveway**. (The 40% is subject to county guidelines.)

b. Pavers must be level with the street surface (No curbing permitted). Pavers on the side setbacks must be level with the adjoining assigned lot location.

## SECTION G. OVERALL APPEARANCE OF DWELLING AND SITE

<sup>2021</sup>G.1. A RFM is required for a structure of any type to be placed or erected on any **assigned lot location**.

G.2. Landscaping of any type shall NOT obstruct or block the view of vehicle operators or stop signs. The Corporation reserves the right to trim obstructing landscaping so as to maintain a safe environment within WMV.

<sup>2021</sup>G.3. The exterior of the dwelling and grounds must be maintained in a neat and attractive manner and kept free of all debris and weeds in landscape areas. Storage in open areas of a carport is limited to: vehicles, trailered power boats, non-powered watercraft, utility trailers, cooking grills, bicycles and RVs. Trash and garbage containers must be stored on the **resident's** assigned lot location in a neat and orderly fashion Washers, dryers, refrigerators, freezers, and other appliances cannot be placed or stored outside of any dwelling or shed. Visual appearance of the carport area is at the discretion of the Community Manager.

<sup>2021</sup>G.4. The planting or removal of shrubs and/or trees is the responsibility of the **Shareholder** and due to the danger involved in damaging underground utilities, no digging of any kind will be allowed without prior notification to the Community Manager, completing an RFM showing proper permitting (if required), and calling 811. See Rule A.11

G.5. Fences (including hedges and shrubs as barriers) are prohibited on assigned lot location.

G.6. Clothes are not to be hung in any location that involves the exterior of the dwelling. The Corporation provides a drying area beside the mail room.

<sup>2020</sup> G.7 General Departure & Hurricane Rules

- A. Departing Residents leaving for two (2) weeks or longer are required to notify the office ten (10) days in advance of departure. Information included in the departure form will be, but not limited to, current Community address, northern address, northern telephone number, emergency contact person including telephone number, person looking after WMV location (weeds, Hurricane prep etc.) including telephone number. You are ultimately responsible should the person looking after your assigned lot location be unavailable when needed. It is understood that in some instances, notification ten (10) days prior to departure is not possible and may be excused by the Community Manager. Failure to comply with any of the above may result in a violation fine of \$25.00 per day, Section A.1 General.

- B. All unoccupied locations in WMV will be looked after in accordance with G.3 and G.4 above when the Shareholder or Renter is not in residence. The name and telephone number of the person looking after the location must be given to the Office prior to leaving.
- C. All portable items, exclusive of automobiles, and tied down boats and golf carts, must be removed from the carport, all portable pots, bird baths, landscaping decorations, door mats, garbage containers, barbeques, bicycles, patio furniture and flags on the light posts must be stored inside your home or shed, when the home is to be unoccupied during Hurricane season (June 15 to November 15) in excess of one (1) week and within six (6) hours after issuance of a hurricane alert by the national weather service. Large pots that cannot be moved must be tied down using sturdy stakes.

If a resident or person taking care of the residence is not present when a hurricane alert is issued and it becomes necessary for the Corporation to arrange for removal of non-stationary objects from your assigned lot location, clean-up will be billed to the Shareholder at the rate of \$100.00 per hour, with a one-hour minimum billing charge. Items removed will be placed in the Shareholder's shed or home, if possible, otherwise, they will be disposed of at the Corporation's discretion. Items will not be stored in Corporate facilities.

- D. Boat lift covers will be permitted. Boat lift covers must be constructed according to the applicable state and local codes. In the event of Tropical Storm or Hurricane warnings, removable tops must be removed in accordance with state and local codes. **(Refer to Sections F. and M.1 of these Rules and Regulations.)** Failure to comply may result in a violation fine of \$25.00 per day.

## SECTION H. ANTENNAS

<sup>2021</sup>H.1. With an approved RFM small antennas may be installed, with structural considerations, on the dwelling, shed, or a post as close to the dwelling as possible. Where practical, antennas are not to be installed on the street side of the dwelling.

H.2. Transmitting antennas may be allowed with permission from the Community Manager.

## SECTION I. PETS

<sup>2021</sup>I.1. Pets must be registered with the Community Manager. All pets must be housed within the interior of the dwelling. Pets cannot be tethered or chained on the **Resident's** location. Pets are prohibited in all recreation areas, common grounds and/or corporate buildings (mailroom, corporate office, clubhouse, pool area, woodworking shop or pavilion). They may be walked on a leash not longer than six (6) feet only on a **Resident's** location, but they must **not** be walked on the streets in the Community or from one home to another. The **Resident** is required to pick up after their cat/dog immediately.

I.2. When embarking or disembarking a pet from a vessel in the main marina, the transporting vehicle must be parked in the closest available parking space to the dock walkway ramp. The pet must be carried or walked on a leash not longer than six (6) feet to or from the vessel.

I.3. If any pet is found loose in the community, the owner will be notified if possible, and if unable to locate the owner, animal control will be notified.

<sup>2021</sup>I.4. A first notice will be given by the Community Manager in writing for complaints about noisy or unruly pets. A second complaint will be followed by a certified letter. If a third complaint is received the pet must be removed from the Community within three (3) days. Failure to remove the pet will result in action taken under A.1 above.

<sup>2021</sup>I.5. Pets cannot be put in pens or enclosures outside of the dwelling. Pets will be permitted inside the screen room only when owners are present in the screen room.

<sup>2021</sup>I.6. **Residents** and/or **guests/visitors** are allowed a maximum of two (2) pets per location. The maximum weight for a pet is forty (40) pounds. When weight is questionable, the Community Manager will require written documentation of the pet's weight from a certified veterinarian's office.

<sup>2021</sup>I.7. The following breeds of dogs are considered aggressive and are prohibited; Akita, Chow, Doberman, German Shepherd, Great Dane, Pit Bull, Rottweiler, Wolf, Wolf Hybrid or any mix of these listed animals. Snakes, monkeys and ferrets are also prohibited. Any pet that has shown signs of aggressive behavior in the Community must wear a muzzle when outside the home, and if behavior continues must be removed from the Community.

I.8. The feeding of wild, feral or stray cats, birds or animals is strictly prohibited.

<sup>2020</sup>I.9. Service and Emotional Support Animals

- a. Service Animal - We may ask, if the disability is not obvious: a) If the person needs the animal because of a disability; b) What work or tasks the animal is trained to perform. (ADA)
- b. Emotional Support Animal (ESA) - We may ask for written certification from a physician, psychiatrist, social worker, or other mental health professional indicating the ESA provides emotional support alleviating one or more identified symptoms or effects of a person's existing disability. (FHA)
- c. Service Animals and Emotional Support Animals, as well as "housing providers", must conform to the current Fair Housing Act and Americans with Disabilities Act. It should be noted that these two acts treat these animals differently under current rules.

Statute 413.08(9) "A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months."

## SECTION J. VEHICLES/PARKING

<sup>2021</sup>J.1. Parking in Corporate areas is limited and intended for the use of **Residents, guests, and visitors** who visit the facilities where the parking area is located (i.e., Clubhouse, Swimming Pool, Bocce Ball Courts, etc.); Corporate parking areas are not intended for routine parking of **Resident's** motor vehicles. **Visitors** or **guests** who are unable to park in the **Resident's driveway** or the **Resident** if the **visitor** or **guest** is parked in the **Resident's driveway**, may park in the designated corporate parking spaces without a parking permit during the hours (7:00 a.m. to 11:00 p.m.). Overnight parking (11:00 p.m. to 7:00 a.m.) of all motor vehicles and/or trailers other than in **driveways** and in designated parking areas is prohibited. Limited overnight parking may be available with written permission from the Community Manager for a period not to exceed fifteen (15) consecutive days. A parking pass and directions to various acceptable parking areas will be provided. The pass must be prominently displayed in the front windshield area. If space is available, parking permits would be granted first to **Residents** who are having work being done to their **driveway** or home, and then to overnight **guests** of a **Resident**. The Community Manager may issue permits when in his/her opinion special circumstances exist. **Residents** are entitled to only one space in the designated parking area unless approval is granted by the Community Manager.

J.2. The speed limit in Windmill Village is 15 MPH. Drivers of cars, golf carts, and bicycles are required to adhere to this speed limit and to stop at all posted stop signs. No vehicles can be parked in another's assigned lot location or driveway without obtaining prior permission from the location's occupant.

<sup>2021</sup>J.3 Parking of vehicles, with the exception of golf carts, is not permitted anywhere on a **resident's assigned lot location** except on the **resident's driveway** or approved pavers. No parking of any vehicle (except golf carts) is allowed on the grass.

<sup>2021</sup>J.4 Parking on the roads in Windmill Village (except designated parking areas such as clubhouse, post office, etc.) is restricted. **Residents, visitors** and commercial vehicles working at a residence must limit parking on the roads to short term daytime hours. Repetitive street parking (3 or more days a week) is not allowed without the approval of the Community Manager.

<sup>2021</sup>J.5. Parking on the grass on the two corporate lots (1 and 3 Holland) is allowed for events, and commercial vehicles doing work for the Corporation with the approval of the Community Manager. Golf cart parking is allowed on the grass on the west side of the Clubhouse as well as at Zuyder Zee to access boats docked at the marina and to use kayak facilities. No golf cart parking is allowed in or around the Pavilion, tiki huts, pool area, or recreation area.

<sup>2021</sup>J.6. A motor home/camping trailer/recreational vehicle/watercraft trailer or utility/cargo trailer may be parked on the **resident's driveway**. If a **resident** chooses to park a boat on their **driveway** while they are residing in the community, the boat must be secured. When a **resident** is going to be away from the community for a period of 15 days or more, any boat and/or any motorized water vehicle(s) may be parked in the **resident's driveway**, providing it is secured, boat to trailer and trailer to driveway. Any work being performed on boats while in the **driveway** is limited to 48 hours; light mechanical work on boats can be performed in the yard behind the office with a limit of 5 days or as approved by the Community Manager.

J.7. Non-operational vehicles (derelict vehicles) are not permitted to be parked upon or adjacent to any assigned lot location. All parked vehicles must be maintained in road worthy condition.

**Failure to comply with J.1 to J.7. above will result in a twenty-five (\$25.00) dollar per day fine as permitted by Bylaws of Windmill Village at Punta Gorda, Inc. Sec 4 Sub-section 1.**

## SECTION K. RECREATION HALL

K.1. The Social Club and the Board of Administration will submit their calendar of activities, (for the following calendar year only) to the Corporate Office for scheduling no later than June 1st of each year.

K.2. Any activity that needs to be scheduled after the calendar has been set will need to go through the Corporate Office for approval.

- a. <sup>2021</sup> Use of the Recreation Hall and its amenities, including the pavilion, is limited to **Residents**, along with **guests** and **visitors** of the host **Resident**. The Amenity Reservation Form and the policy containing specific guidelines as to the reservation and use of the Recreational Hall, its amenities, and all other recreational common areas are available in the Corporate Office. With the exception of life events, such as weddings, funerals, anniversaries, etc., **Residents** will not be allowed to reserve the Recreation Hall and/or pavilion when less than 50% of the expected attendees are not Windmill Village **Residents**, or unless advance permission is granted by the Community Manager.
- b. <sup>2020</sup> The Recreation Hall, or any other Corporate facility, shall not be reserved for fundraising activities without the approval of the Board of Administration unless all the funds raised remain in, and benefit, the Windmill Village Community.
- c. **Guests**, either overnight or day cannot be prohibited from attending any Community wide event at the Recreation Hall if accompanied by a **Resident**, provided they have met the same requirements as the **Resident** (such as a ticket purchase, if required). Only Residents and overnight guests are allowed to participate in any portion of an event where money or prizes of value are awarded. Board of Administration activities is only open to **Shareholders**.
- d. There will be no advertising of approved functions to the general public or outside Windmill Village unless approved by the Board of Administration. If approved by the Board of Administration, the advertising must state that "no pets may be brought into Windmill Village".

<sup>2021</sup>K.3. After each function the Recreation Hall, pavilion or any other Corporate amenity/area must be left in a clean and orderly fashion.

## SECTION L. STORAGE YARD

<sup>2021</sup>L.1. ***(This rule will become effective January 1, 2022; until then Box trailers will be allowed to be stored in the storage yard)***

The storage yard is used for Windmill Village maintenance equipment and for storing watercraft and open utility trailers for **Shareholders/Renters** who can provide proof of ownership.

The approval of the Community Manager is required. Only one trailer per **assigned lot location** may be allowed in the trailer storage yard except during the months of May, June, July, August, September, October and November. Multiple trailers owned by one **Shareholder/Renter** will be allowed with the Community Manager's approval. Space will be assigned on the basis of availability; however, there is no guarantee that space will be available to everyone.

The priority of space assignment is:

- a. **Shareholders.**
- b. **Renters.**
- c. **Non- resident Shareholders.**

<sup>2021</sup>L.2. All trailers must have the Windmill Village trailer registration sticker displayed in an easily observed location.

<sup>2021</sup>L.3. The capacity of the storage yard is to be determined by the Community Manager.

<sup>2021</sup>L.4. For the purpose of maintenance and/or repairs, and for loading/unloading, *Residents* will be allowed to park their boats on their trailer, and RVs for a period not to exceed five (5) days, with the prior approval of the Community Manager. Additional time may be granted by the Community Manager if space is available. Care must be taken to ensure that traffic is not impeded. All work performed on boats and RVs in this area will be done at the owner's expense and liability and must conform to EPA requirements.

<sup>2020</sup>L.5. Any **Shareholder/Renter** wishing to store a trailer in the storage yard must submit a properly completed "Trailer Storage Request" form to the office prior to storing the trailer in the yard. Each year thereafter, a new form must be submitted no later than February 1<sup>st</sup>. Each form must be accompanied by proof of ownership. This can be a trailer registration in the name of the owner OR if it is a boat trailer, then proof of ownership of the boat docked either in Windmill Village waterways or at a dock that is immediately adjacent to Windmill Village property.

L.6. The maximum size of a utility trailer must not exceed twenty feet (20') in overall length.

L.7. Anyone having a boat and/or trailer in this area does so entirely at their own risk.

#### **SECTION M. WINDMILL VILLAGE WATERWAYS, DOCKS, DAVITS AND LIFTS**

<sup>2022</sup>M.1. Shareholders must submit a Request for Modification to the Corporate Office prior to applying for permits to construct a dock, davit or lift. Floating platforms, not used as docks, are not permitted. (SPECIAL NOTE: When a RFM is presented to the BOA that requires a variance to our Rules, the RFM must be accompanied by Contractor's Certification that the RFM can be accomplished as shown on the layout drawn to scale. If at the time of performing the desired modification it is found that it cannot be accomplished as shown on the layout, all work must stop and the BOA must meet to approve the new/ revised proposal).

##### a. SEAWALLS

- Total accumulated width of docks, davits, lifts and boats along a seawall cannot extend into the waterway more than one fourth (1/4) of the width of the waterway.
- The dock cannot be more than sixteen (16) feet in length.
- No part of the dock, davit, or boat lift may be attached to a seawall or any object behind the seawall. The Shareholder is responsible for any damage to the seawall caused by the installation of, and use of, a dock, davit or lift. In cases where there are existing docks, davits, or lifts on the seawall, or attached to any object behind the seawall, the Shareholder is responsible for any damage to the seawall caused by the use of the dock, davit, or lift.

##### b. RIPRAP

No part of the dock, davit, or boat lift may be attached to the cap of the riprap. The **Shareholder** is responsible for any damage to the cap or riprap caused by the installation of, and use of, a dock, davit or lift. In cases where an existing dock, davit, or lift is on the cap or riprap, the

**Shareholder** is responsible for any damage to the cap or rip rap caused by the use of the dock, davit, or lift.

- Docks installed over riprap need to extend further into the canal or creek in order to reach into deeper water beyond the riprap. Approval for these larger docks will be considered by the Board of Administration on a case-by-case basis. Installation of any piling or post penetrating the riprap must be done by an insured licensed Florida contractor.

c. GENERAL

- Nothing may be attached to a sea wall, cap, riprap, or riprap cap without written approval of the Community Manager. This applies to cleats, screw eyes, ramps, etc.
- It is the *Shareholder's* responsibility to obtain all required permits.
- It is the *Shareholder's* responsibility to maintain both safety of use and general appearance of their dock.

Failure to comply with above will result in a twenty-five (\$25.00) dollar per day fine as permitted by Bylaws of Windmill Village at Punta Gorda, Inc. Sec 4 Sub-section 1.

M.2. Boat lift covers will be permitted. Boat lift covers must be constructed according to the applicable state and local codes. In the event of Tropical Storm or Hurricane warnings removable tops must be removed in accordance with state and local codes. (Refer to Sections F. and M.1 of these Rules and Regulations.)

M.3. **Shareholders** held responsible for damage to the corporate facilities must make arrangements to pay for these damages within thirty (30) days of determination of fault.

M.4. Oil, gas, spirits, paints, inflammables and any other substances which are deemed pollutants under provision of state or federal law may not be discharged into the Windmill Village waterways. Boat owners are responsible for all spills.

M.5. Boats must proceed at a "No Wake" speed while operating within Windmill Village waterways. The speed limit is 5 MPH (4 knots). Owners will be held responsible for any damage to other boats or docks caused by their boat or their wake.

<sup>2022</sup> M.6. The maximum length and beam of any boat within the boundary of Windmill Village waterways is twenty-eight (28) feet in length and ten (10) foot beam. Boats berthing in Windmill Village marinas will be limited to a maximum length of twenty-six (26) feet and a maximum beam of eight and one half (8.5) feet. Boats on private lifts and docks are limited to a maximum length of twenty-seven (27) feet and a maximum beam of nine (9) feet. All measurements to be determined from the boat manufacturers specification sheet submitted by the boat owner.

M.7. Boats requiring registration docked in the waterways of Windmill Village and/or using Windmill Village facilities:

- a. must be insured against public liability and property damage insurance in the minimum amount of \$300,000.00 to cover accident and liability arising from the use of their boat and these facilities;
- b. must have a Windmill Village identification sticker affixed to the port (left) side of their craft, on line with and approximately .5 inches forward of their Florida registration sticker and numbers. The Corporate Office will issue the identification sticker, free of charge, after the boat owner has provided a copy of his/her current certificate of insurance showing the required limits of liability and current registration.

M.8. No structures are permitted on docks.

## SECTION N. WINDMILL VILLAGE CORPORATE DOCKS

N.1. All **Residents** of Windmill Village are eligible to use the corporate docks. In certain circumstances, **non-resident Shareholders** may be assigned a slip (see N.4.d. below). Boat slips are assigned and monitored by the Dockmaster, appointed by the Board of Administration. The docks are for the **Residents**, and **non-resident Shareholders** if assigned a slip. All children less than twelve (12) years old must be accompanied by a **Resident** or adult **guest** twenty-one (21) or older while on the corporate docks.

N.2. To be eligible for a slip assignment, a **Shareholder** or **Renter** must be the owner/lessee and operator of the boat, and must have provided the Dockmaster with a copy of the current registration, proof of boat insurance, and a signed agreement (available from the Corporate Office or the Dockmaster) to abide by these regulations. This agreement is for the use of dock space only, and such space is to be used at the sole risk of the **Resident, Renter** or **non-resident Shareholder**.

- a. The Corporation is not responsible or liable for the care or protection of the boats, and/or their contents.
- b. The boat owner indemnifies and holds the Corporation free and harmless against any loss, cost, suit, or claim arising out of the use of the corporate dock space or any handling of the boat in connection therewith.
- c. Boat owners are responsible for damage to the corporate facilities and must make arrangements to pay for these damages within thirty (30) days of determination of fault.

N.3. There is a limited number of corporate slips and there is no guarantee that a slip will be available for everyone. Boat owners who submit the proper paperwork will retain the same slip annually.

N.4. The priority of slip assignments will be:

- a. **Resident Shareholders** currently assigned a slip and wishing to renew;
- b. **Resident Shareholders** with no other dock or slip;
- c. **Renters** in the Village with no dock or slip providing there is no one on the waiting list.
- d. **Non-resident Shareholders** with no home yet provided that there is no one on the waiting list.

**The following rule (N.4) listed below was approved by the Board of Administration at the October 18, 2022 Board of Administration Meeting. This rule is in effect as of October 18, 2022 and will be ratified at the next Annual Meeting by the Shareholders.**

*If a boat dock and/or boat lift is in the waterway behind a lot, the Resident or Non-Resident Shareholder of such a lot shall not be assigned a slip if there is a waiting list. If there is no waiting list when such a Resident or Non-Resident Shareholder properly requests a slip, a slip may be assigned to the said Resident or Non-Resident Shareholder on a temporary basis. At such time or time as a Resident or Renter of a lot without a dock or boat lift behind their home requests a slip, the assignment of a slip on a temporary basis, as set forth above, shall be revoked and terminated. In such an event, the Dockmaster shall provide written notice of the termination, and the assignee shall have a period of 10 days to remove any boat or other vessel located at the dock slip.*

The Board-appointed Dockmaster oversees the assignment of slips and creates a waiting list if necessary. The Dockmaster can be contacted for the current slip availability status.

N.5. If an assigned slip is not occupied by January 31st without the prior approval of the Dockmaster, the slip may be reassigned.

N.6. A boat may only be docked in the slip to which it has been assigned. Transfer of boats between slips, or from one slip to another slip, is prohibited unless approved by the Dockmaster.

<sup>2020</sup> N.7. Slip assignments are from February 1st through January 31st. Those desiring a slip must complete a "Slip Request Form", available from the Corporate Office or the Dockmaster and submit the completed form to the Corporate Office before being allowed to use Corporate slips. Every year thereafter, to retain your assigned slip, you must complete a new slip request form and turn it in to the Corporate office no later than February 1st.

- a. Slip assignments will be posted on the Bulletin Board in the mailroom and will be updated changes occur.
- b. <sup>2020</sup> Failure to comply with the February 1st deadline or failure to provide a proper registration and insurance certificate will result in the slip being reassigned.
- c. Boat owners are responsible for the safe and secure mooring of their boats and are liable for damages to the corporate docks, to other boats, and to their boat.

N.8. Boats must use spring lines so that no part of the boat or its equipment will extend over the dock. All lines must be tied to the dock cleats or dolphins and not to dock pilings or water supply lines. The use of rubber tires for chafe guards or fenders is prohibited.

N.9. In the main marina, electric extension cords may be used to supply 110-volt power from the dock GFI receptacles to boats. It is NOT permitted to supply power to the boats overnight for any purpose.

N.10. Any modification to docks or slips is prohibited without the prior approval of the Board of Administration.

<sup>2021</sup>N.11. Corporate slips are not for boat storage. All boats must leave their slips at least once every 59 days. If a boat has not left its' slip for sixty (60) consecutive days, the boat owner will be in violation of these Rules & Regulations. The Community Manager will begin the violations process with the first notice. If the owner fails to respond in a reasonable amount of time the boat may be removed to a commercial storage facility at the boat owner's expense.

### **Notice to Vessel Owners**

Windmill Village Corporation shall not be held liable for any damage incurred to a vessel from storms or hurricanes and is held harmless as a result of such actions. Nothing in this section may be construed to provide immunity to WMV, an employee, or agent for any damage caused by intentional acts or negligence when removing or securing a vessel as permitted under this section.

**Private docks must be maintained and must abide by state and local codes.** Boats in private docks must be maintained and must be moved regularly. Derelict boats are not permitted and actions will be taken by appropriate authorities.

N.12. Boat maintenance at the corporate docks is limited to normal exterior, above water cleaning and polishing. Emergency repair tasks, whether conducted by owner or contractor, requires a written approval of the Dockmaster. Prohibited maintenance activities include, but are not limited to, changes of engine oil, hydraulic fluid/oil, sanding, painting, and varnishing, and any other activity which could result in discharge of pollutants into the water. Pressure washing of boats may only be done at the boat ramp. Hull bottom cleaning may be done by a licensed, insured, contractor at the Shareholder's assigned dock location.

N.13. General conditions applying to Corporate docks and boats moored at these docks:

- a. No crab pots
- b. No open fires or any cooking fires
- c. No live aboard or overnighting
- d. No swimming or diving
- e. No cleaning of fish or shellfish
- f. Smoking is prohibited

N.14. The Dockmaster and Community Manager will enforce these Rules with the advice and agreement of the Board of Administration.

### **SECTION O. SPECIAL NOTES**

<sup>2021</sup>O.1. The Corporation may, at its discretion, take action against and/or evict **Residents or Renters** for failure of the **Resident or Renter** of the dwelling to be qualified and approved as a **Resident**.