

RULES & REGULATIONS

**THE GREAT OUTDOORS PREMIER
RV/GOLF RESORT COMMUNITY SERVICES
ASSOCIATION**

LAST UPDATED MAY 21, 2025

INTRODUCTION

This document contains the Rules & Regulations adopted by the Board for the Association. Along with the Declaration, Articles of Incorporation and By-Laws, these Rules & Regulations form part of the governing documents of the Association. The Association has also adopted the ARC Guidelines which establish consistent architectural covenants and standards for properties within TGO. Upon purchase of a property in TGO, the covenants and restrictions in these documents become legally binding upon Owners.

In the event of a conflict between these Rules & Regulations and the Declaration, Articles of Incorporation or By-Laws of the Association, the order of precedence is as follows: (1) Declaration, (2) Articles of Incorporation, (3) By-Laws and (4) Rules & Regulations. The Florida Homeowners' Association Act does not require that these Rules & Regulations be recorded with Brevard County.

In addition to the governing documents of the Association listed above, each individual homeowners' association and condominium association within TGO has its own set of governing documents applicable to the individual association. These homeowners' and condominium association documents also apply to members of the individual associations.

To facilitate the addition of new Rules & Regulations as they are developed, Rules and Regulations appear in alphabetical order by title as listed below in the Table of Contents.

Terms and abbreviations used in the Rules & Regulations are defined on the page following the Table of Contents entitled "Abbreviations and Terminology."

Reporting Violations: *Perceived violations of any of the Rules & Regulations, or any of the other governing documents of the Association, may be reported in writing to your Board district representative or to the CSA Manager. Your name will be kept confidential but is needed in the event additional information is required to properly investigate the reported violation.*

Suggestions: *Suggestions for modifications to any of the Rules & Regulations, or to any of the other governing documents of the Association, may be submitted in writing to your Board district representative or to the CSA Manager.*

*Introduction Revised April 27, 2022
Motion: 2022-30*

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ABBREVIATIONS AND TERMINOLOGY

When used in these Rules & Regulations, each term listed below shall have the meaning indicated there unless the context in which it is used clearly indicates a contrary intention. Other capitalized terms used in these Rules & Regulations that are not listed and defined below shall have the same meanings they have in the Declaration. Certain other terms may be defined only in the rule or regulation in which they are used.

- “**Association**” or “**CSA**” means The Great Outdoors Premier R.V./Golf Resort Community Services Association, Inc., a not-for-profit Florida corporation, and its successors and assigns.
- “**Board**” means the Association’s board of directors.
- “**Board Chairperson**” means the chairperson of the Board.
- “**By-Laws**” means the Association’s bylaws including any amendments thereto.
- “**Common Properties**” means those portions of TGO that are declared to be Common Properties in the Declaration.
- “**CSA Board Meeting**” means a meeting of the Board.
- “**CSA Manager**” means the manager of the Association.
- “**CSA Office**” means the office of the Association located at 100-D Plantation Drive, Titusville, FL 32780, or the CSA personnel who work in the office, as the context indicates.
- “**Declaration**” means the Declaration of Covenants, Conditions and Restrictions for The Great Outdoors Premier R.V./Golf Resort which has been recorded in the Brevard County, Florida Public Records as amended from time to time, together with any Supplemental Declarations.
- “**Director**” means a member of the Board.
- “**Member**” means any person or entity holding a membership in the Association, and “**Membership**” means membership in the Association. A “Member” is also an “Owner.”
- “**Membership Meeting**” means a meeting of the Members.
- “**Officer**” means an officer of the Association.

- **“Owner”** means the persons or entities holding absolute ownership to any Parcel. An “Owner” is also a “Member.”
- **“Parcel”** means a piece of land located within TGO.
- **“TGO”** means The Great Outdoors Premier R.V./Golf Resort.

AMENITIES USAGE

The use of all TGO amenities shall be limited to Residents and their Guests, as defined in the “Community Access to TGO” rule, with the exception of the golf course, Blue Heron Restaurant and Plantation Manor building. The pickleball, shuffleboard, cornhole and tennis courts may not be used for play by external groups. Any Resident who seeks to violate the restriction established by the Board by inviting Guests or Visitors to use TGO amenities in a manner that is a de facto subterfuge of this restriction may be subject to sanctions and restrictions by the CSA Board of Directors.

Rule Added: 11-20-2024 Motion: 2024-51.1

ASSESSMENT COLLECTION BY THE ASSOCIATION

1. This rule supplements, and provides additional information regarding Association assessments to, the information included in the Declaration and the By-Laws. This rule should be read in conjunction with the sections of the Declaration and By-Laws referenced below.
2. Each property within TGO contributes to the Association based on the annual operating budget.
3. Owners are mailed a payment coupon book each year during the month of February that has coupons for the subsequent four (4) quarters. Self-addressed payment envelopes may be mailed or brought to the CSA Office and deposited in the box that is marked for assessment collection.
4. As an alternative to writing an assessment check each quarter and mailing or delivering it, Owners may sign up to have an electronic transfer of funds from their bank accounts. The “Direct Debit Payment Authorization Agreement” is available in the CSA Office or by clicking [HERE](#) and printing the form.
5. Assessments are due to the Association on a quarterly basis in advance on the first (1st) day of January, April, July, and October.
6. Assessments that are not paid by the tenth (10th) day of the month in which they are due are deemed past due and shall bear interest at the highest rate allowed by law not to exceed the rate of eighteen percent (18%) per year from the due date until the date they are paid. In addition, a late charge of twenty-five dollars (\$25.00) will be charged if the assessment is not paid by the twentieth (20th) day of the month in which it is due. (See also Section 14.9(a) of the Declaration).
7. The Association will send a reminder notice to delinquent Owners on the tenth (10th) day of the month when the assessment is due notifying the Owners that if payment of the assessment is not received on or before the twenty-first (21st) day of the month in which the assessment is due, the Owner will be considered to be not in good standing. Owners that are not in good standing will have their right to use the amenities suspended, pursuant to the provisions of Article 6.2 of the Declaration. Additionally, Owners that have past due accounts in excess of ninety (90) days are not qualified to vote, pursuant to the provisions of Article 3, Section 4 of the By-Laws.
8. On or about the twenty-first (21st) day of the month in which the assessment is due, the Association will send a written notice of late assessment to the Owner which specifies the amount owed the Association and provides the Owner an opportunity to pay the amount owed without the assessment of attorney fees within thirty (30) days of the date of the notice. The notice of late assessment will be sent by first-class United States mail to the Owner at the Owner’s last address as reflected in the Association’s records and, if such address is not the Parcel address, will also be sent by first-class United States mail to the Parcel address. Notice shall be deemed to have been delivered upon mailing in accordance with this Section 8.

9. If payment is not received within thirty (30) days of the notice of late assessment, the Association will send a forty-five (45) day Notice of Intent to Lien to each owner who has not paid the quarterly assessments on the twenty-first (21st) day of the month in which the assessment is due. If the account is not brought current within the forty-five (45) day period, the Association will turn the past due account over to the attorney for preparation and recording of a claim of lien against the property. The attorney will prepare and send a forty-five (45) day Notice of Intent to Foreclose Lien to the Owner with the past due account. After written notice by the attorney of the expiration of the forty-five (45) day Notice of Intent to Foreclose Lien, the Board President, or another Association officer designated by the President, shall determine if the Association will proceed with the filing of a lien foreclosure action against the Owner with the past due account.
10. Once the account is turned over to an attorney, the Owner will be responsible for all costs of collection and attorney's fees incurred by the Association in collecting the amounts due in addition to the unpaid assessments, interest and late fees. Any payment received by the Association will be applied first to any interest accrued, then to any late fee, then to any costs and attorney's fees incurred in collection, and then to the delinquent assessment. (See also Section 14.9(b) of the Declaration for additional information about the Association's remedies for non-payment of assessments.)
11. The Association will make reasonable efforts to comply with the provisions set forth in this rule. However, the Association reserves the right to deviate from these provisions when reasonably necessary to protect the interests of the Association provided that such deviation complies with existing law, the Declaration, and the By-Laws. Any deviation from these provisions shall not relieve any Owner of the obligation to fully pay any of the amounts owed on the property.

AUTHORIZATION FOR OFFICIAL NOTICE BY EMAIL

In order to receive all official notices (not billings) from the Association by email, and not postal mail, an Owner(s) must complete and return the “Email Authorization for Official CSA Notices” form. A copy of the form is available in the CSA Office or by clicking [HERE](#) and printing the form.

BAT HOUSES

1. Bat houses may be installed **only** on Common Properties, with written permission from the CSA Manager, or the CSA Manager's designee, as to the specific location of the proposed bat house.
2. In seeking permission from the CSA Manager, or the CSA Manager's designee, the Owner desiring to install a bat house must provide the following with respect to the proposed bat house:
 - a. The proposed specific location;
 - b. Written permission from Owners of adjacent properties within sight of the proposed bat house;
 - c. Specifications as to size, design and construction of the bat house (plans are available from the TGO Nature Center);
 - d. Evidence from the Sunshine Utility Location Service that there are no utilities in the area where the pole for the bat house will be installed; and
 - e. Written permission from the St. Johns River Water Management District, if applicable to the specific proposed location.
3. All costs and fees for construction and installation of a bat house are to be borne by the Owner requesting the installation of the bat house.

COMMITTEE ASSIGNMENTS

1. General Information.

- a. The Board may establish both standing and ad hoc committees and appoint their respective members.
- b. A committee's role is to provide recommendations to the Board on whatever topic is assigned to that committee.

2. Standing Committees.

- a. Each standing committee has a charter, outlining its responsibilities and makeup.
- b. The Board will appoint committee members at the March CSA Board Meeting. Committee assignments will begin immediately following the March CSA Board Meeting and continue until the following March CSA Board Meeting.
- c. When an Owner vacancy occurs or an additional Owner member needs to be added to a committee after the March CSA Board Meeting, the position will be advertised, and applications will be accepted for the vacant committee position. The applications will be reviewed by the committee and the Board Chairperson. The Board Chairperson, with input from the committee with the vacancy, will make a recommendation to the Board at the next available CSA Board Meeting for appointment to the committee. A list of applicants (prospective committee members) will be attached to the Board Chairperson's recommendation.
- d. Committees will submit written reports to the CSA Board during this assignment period in February and additional reports as may be deemed necessary by the Board Chairperson. The reports should include a status update since the last report, as well as any new and pertinent information related to the respective committee purpose.

3. Ad Hoc Committees.

- a. Ad hoc committees are committees appointed with a special task in mind. In a motion made to the Board, the motion will include the scope and duties of the committee, number of members, duration of the committee and reporting requirements.
- b. The initial term of an ad hoc committee is one (1) year after Board approval. The term may be extended by a simple majority of the Board.

4. Board Committee Applications.

Applications to serve on committees are available in the CSA Office or by clicking [HERE](#) and printing the application.

COMMUNITY ACCESS TO TGO

1. **Definitions.** The following terms used only in this rule shall have the definitions as indicated. Certain other terms used in this rule that are not otherwise defined herein shall be as defined in “Abbreviations and Terminology” at the beginning of these Rules and Regulations.
 - a. **“Contractor”** means a person or business entity that provides a service for or a product to, a Resident, the CSA or a commercial business located in TGO.
 - b. **“Employee”** means a person who is employed by the CSA or by a commercial business located in TGO.
 - c. **“Guest”** means a person who is staying at a parcel in TGO for one (1) or more nights while the Resident is present.
 - d. **“Immediate Family Member”** means and includes the spouse, parents, children, grandchildren or siblings of the Owner.
 - e. **“Non-Owner Resident”** means a person who is not an Owner and who is residing at a TGO parcel on a seasonal (thirty (30) days or longer) or annual basis while the Owner is present.
 - f. **“Medical Staff”** means a person or business entity that provides specialized personal medical services to a Resident.
 - g. **“Owner”** means a person or entity that owns or co-owns a parcel in TGO.
 - h. **“Resident”** means an Owner, Tenant, or Non-Owner Resident.
 - i. **“Tenant”** means a person who is renting or leasing a parcel in TGO either directly from an owner or through a third party.
 - j. **“Undocumented Guest”** means a person who is staying at a TGO parcel for one (1) or more nights with the Resident’s permission while the Resident is not present and there is no formal lease between the parties.
 - k. **“Visitor”** means a person who is visiting TGO and whose visit does not include an overnight stay with a Resident. A Visitor may be visiting a specific TGO parcel, the Golf Course, the Blue Heron restaurant, the commercial area, the TGO Church or a sponsored event at a TGO facility.
2. **Entry into TGO.** All vehicles must enter TGO through the Front Gate entry area. Entry of non-Residents to the residential areas must be preauthorized by a Resident or an appropriate CSA official; entry of non-Residents into the commercial area will be permitted on a restricted access basis. All entries will be recorded either electronically by use of a barcode or semi- electronically/manually by use of a coded temporary pass. Barcoded vehicle

operators do not need to show any identification. All non-barcoded vehicle operators must show a valid driver's license (state/provincial/national) which has a photo.

3. General Criteria for Access.

- a. **Owner Access.** Owners are guaranteed ingress and egress to TGO at all times by the Declaration of Covenants. An Owner's right to access TGO is not addressed in this rule, but an Owner's ability to utilize automated procedures and preauthorization procedures is addressed.
- b. **Tenant Access.** Tenants will be granted unlimited access to TGO for the duration of their rental agreement or lease provided that the Tenant is not in violation of CSA or Cluster Association documents, Rules or Policies. Tenants may be issued a pass for the duration of their rental agreement or lease not to exceed one (1) year. Owners must complete an "Owner Tenant/Guest Information" form and submit it to the CSA Office prior to a Tenant's arrival. The form is available in the CSA Office or by clicking <https://www.tgocsa.org/tenant-registration> and printing the form.
- c. **Visitor Access.** Visitors will be issued a pass that is valid only for the date of issue. Residents must authorize issuance of passes for Visitors who will have TGO access beyond the commercial area on a daily basis.
- d. **Guest Access.** Guests will be issued a pass that is valid for the duration of their stay at TGO as authorized by the Resident, up to fourteen (14) calendar days. Guests staying more than fourteen (14) days may have a subsequent pass or passes valid for fourteen (14) days authorized by the Resident. Owners must complete an "Owner Tenant/Guest Information" form and submit it to the CSA Office prior to a Guest's arrival. The form is available in the CSA Office or by clicking [HERE](#) and printing the form. *(Note: In some instances, persons who are Guests of a Resident may be housed outside of TGO in a local motel/hotel or other accommodation. In those cases, although the Guests are not remaining in TGO overnight the Guests may be issued a pass for the duration of their stay upon providing documentation from the offsite accommodation that reflects their temporary lodging.)*
- e. **Undocumented Guest Access.** For Undocumented Guests, a Resident must authorize a pass as a Guest (see above) by completing an "Owner Tenant/Guest Information" form and submitting it to the CSA Office prior to an Undocumented Guest's arrival. The form is available in the CSA Office or by clicking [HERE](#) and printing the form.
- f. **Non-Owner Resident Access.** Owners may authorize a long-term pass for Non-Owner Residents for a period of up to one (1) year. Owners must complete an "Owner Tenant/Guest Information" form and submit it to the CSA Office prior to a Guest's arrival. The form is available in the CSA Office or by clicking [HERE](#) and printing the form.

- g. **Contractor Access.** Contractors will be granted access to the residential areas of TGO during authorized hours for construction and delivery (*see “Construction and Contractor Restrictions” rule*) upon the request of a Resident and will be provided with a daily pass. Upon authorization by the CSA Manager, or the CSA Manager’s designee, Contractors providing frequent services (i.e. almost daily) throughout TGO may be authorized entry without a pass. Contractors that have less frequent need for access to TGO (e.g. two (2) or three (3) times a week) may request a long- term pass, which will only be granted on an individual name basis.
 - h. **Realtors (licensed Real Estate Brokers or licensed Real Estate Agents).** Realtors who are actively involved in the sale of a property in TGO that is listed “For Sale” (e.g. working with the Owner to facilitate the sale of the property, showing the property to a prospective purchaser, holding an “Open House” to develop interest in the property) may be granted access to TGO in accordance with procedures developed by the CSA Manager. Realtors are not permitted to solicit within TGO (but may advertise in “The Happenings”). The CSA Manager, or the CSA Manager’s designee, may deny access for solicitation or for violation of other community rules and/or procedures.
 - i. **Medical Staff Access.** Medical Staff that have recurring need to access TGO may be granted a long-term pass by the CSA Manager or the CSA Manager’s designee.
 - j. **Employee Access.** Employees without bar codes may access TGO by showing his/her driver’s license.
 - k. **Exceptions.** Limited temporary exceptions to these general criteria on access may be granted on a case-by-case basis by the head of the Courtesy Patrol, the CSA Manager, the CSA President or the CSA Vice President.
 - l. **Expiration of Long-Term Passes.** Long-term passes issued to Non-Owner Residents, Contractors or Medical Staff will expire annually either on a date certain (*e.g. April 30th*) or on a periodic basis (*e.g. end of the month which is one year from the date of issue. Example: a pass issued on May 10th would expire on May 31st the following year*) as determined by the CSA Manager. Passes may be reauthorized up to 30 days prior to the expiration date.
4. **Electronic Entry by Use of Barcodes.** Persons requesting a vehicle barcode must complete a “Barcode Request” form. The form is available in the CSA Office or by clicking [HERE](#) and printing the form. Barcode stickers will only be affixed to a vehicle by a trained CSA staff member. A nominal fee will be charged for each barcode installation. The following additional requirements are applicable to the respective category of applicants for barcodes.
- a. **Barcodes for Owners.** Owner barcodes are coordinated with a specific parcel and will be deactivated when the parcel is sold. A barcode may also be deactivated if an Owner is in arrears in any financial obligation to the CSA or if an Owner is in violation of CSA rules or policies.

- b. **Barcodes for Tenants.** Owners may authorize a barcode sticker for a Tenant who is leasing a parcel for more than thirty (30) calendar days by completing a “Barcode Request” form or amending an existing form. The form is available in the CSA Office or by clicking [HERE](#) and printing the form. The Tenant will also be required to present a copy of the lease when completing the “Barcode Request” form. Tenant barcodes will be valid for a maximum of one (1) year from the start of the lease and will be deactivated when the lease expires. If a lease is for more than one (1) year, the Owner may authorize reactivation for periods of up to one (1) year. Barcodes may also be deactivated if a Tenant is in violation of CSA rules or policies.
- c. **Barcodes for Non-Owner Residents.** Owners may authorize a barcode sticker for a Non-Owner Resident by completing a “Barcode Request” form or amending an existing form. The form is available in the CSA Office or by clicking [HERE](#) and printing the form. Barcodes issued to Non-Owner Residents will expire annually either on a date certain (*e.g., April 30th*) or on a periodic basis (*e.g., end of the month which is one year from the date of issue. Example: a pass issued on May 10th would expire on May 31st the following year*) as determined by the CSA Manager. Barcodes may be reauthorized up to thirty (30) days prior to the expiration date by the Owner.
- d. **Barcodes for Employees.** Employees of CSA and other commercial businesses in TGO may request a barcode sticker for their vehicle(s) at the CSA Office. The Employee must provide acceptable identification as an Employee. An Employee barcode will be deactivated when the individual is no longer employed at TGO. A barcode may also be deactivated if an Employee is in violation of CSA rules or policies.

5. Preauthorized Entry.

- a. **General.** Residents may preauthorize the entry of Visitors, Guests, Contractors, Medical Staff and Tenants to TGO through several methods referenced below. The ability to preauthorize entry is not an inherent right but is instead a courtesy extended to Residents. Any Resident who abuses or violates the letter or the spirit of the general rule may have the privilege to preauthorize entry into TGO suspended or revoked. Violations might include but are not limited to: placing persons on the “standing entry list” who are not qualified to be on that list; authorizing entry of Contractors as Visitors or Guests, or during restricted hours; enabling external persons to access TGO and use or participate in TGO activities and amenities when the person is not actually a Guest; and similar actions. If a Resident’s privilege to preauthorize Visitors, Guests or Contractors is suspended then any such persons may be granted access to TGO only by being personally escorted from the gate to the Resident’s parcel by the Resident or by the Courtesy Patrol, if available. A suspension of preauthorization privileges may be recommended by the CSA Manager or the CSA Manager’s designee and may be approved by the Association President or the Association President’s designee.

b. Methods Available to Preauthorize Entry.

- 1) Call the Front Gate. Residents may authorize entry into TGO by notifying the Front Gate by telephone (321-383-2004 direct or 321-383-8802 recorded) of the name(s) and date of arrival of persons so authorized. Calls to the Front Gate will not be accepted more than two (2) calendar days prior to the date of entry.
- 2) Email the Front Gate. Residents may authorize entry into TGO by notifying the Front Gate by Email (guest@tgoesa.org) of the name(s) and date of arrival of persons so authorized. Emails to the Front Gate will not be accepted more than two (2) calendar days prior to the date of entry.
- 3) Call or Visit the CSA Office. Residents may authorize entry into TGO by calling or visiting the CSA Office (during regular business hours only; recorded messages are not available) and providing the name(s) and date of arrival of persons so authorized. If applicable, Residents will be asked to complete an “Owner Tenant/Guest Information” form. The form is available in the CSA Office or by clicking [HERE](#) and printing the form.
- 4) Create a Standing Entry List. An Owner or a Tenant leasing a parcel for more than thirty (30) calendar days may preauthorize up to five (5) Immediate Family Members to enter TGO at any time by completing a “Standing Entry List Authorization” form at the CSA office. Owners of multiple parcels may only establish one (1) Standing Entry List (i.e. An Owner may not establish a Standing Entry List for more than one (1) parcel). Procedures for establishing a Standing Entry List will be promulgated by the CSA Manager. Limited temporary exceptions to the Standing Entry List may be granted for extenuating circumstances on a case-by-case basis by the CSA Manager, CSA President or CSA Vice President.

6. Law Enforcement, Fire & Rescue, and Emergency Medical Vehicles. These vehicles will be allowed entry without a vehicle pass.

Revised: 03-16-2022 Motion: 2022-19

CONSTRUCTION AND CONTRACTOR RESTRICTIONS

1. Contractor Hours

- a. Contractors employed for repairs, construction, renovation or installation in TGO are permitted to provide services from 7:00 AM to 6:00 PM, Monday through Saturday, October through April, and from 7:00 AM to 7 PM, Monday through Saturday, May through September.
- b. Exceptions may be made for critical projects if arrangements are made in advance with the CSA Manager or the CSA Manager's designee. The Courtesy Patrol Chief Officer also may make exceptions as required by any exigent circumstances, such as finishing wet concrete, rain delays, etc.
- c. Construction is prohibited on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2. **Construction Materials Placement.** Due diligence must be taken by contractors, supervised by the hiring responsible Owner, to assure that the right-of-way is not obstructed or impeded by construction materials. The Owner is responsible for ensuring that construction materials are placed no closer than five feet (5') from the edge of the road and wholly within the Owner's Parcel. A buffer zone must be created between the community's right-of-way and the boundary of private properties so that when Owners have construction materials on their Parcels, these materials are placed far enough inside and away from the road-side edge of the Parcel in order to leave a wide margin of error for passing vehicles.

CSA AND CONSERVATION LAND

1. Rules and regulations applicable to (a) clearing CSA land and conservation areas, (b) planting or the placement of items on CSA land and (c) the prohibition on planting or the placement of objects on the conservation areas are set forth in paragraph 10.8 of the Declaration.
2. Paragraph 10.8 also sets forth the fines applicable to unauthorized tree removal, removal of other vegetation and the use of chemical defoliant within TGO.
3. The fining process for violation of paragraph 10.8 of the Declaration is described in Article 11, Section 1 of the Bylaws.

CSA BOARD MEETINGS AND MEMBERS' RIGHT TO SPEAK

1. All CSA Board Meetings will be open to the Members in accordance with the Florida Statutes.
2. In addition to the rights described in the Florida Statutes, the Association has adopted the following rules regarding Members' right to speak at CSA Board Meetings:
 - a. Each Member may speak one (1) time on each item opened for discussion or included on the agenda after the Board has opened discussion on the item to the Association and before any action is taken on the item by the Board.
 - b. Each Member has the right to speak for a maximum of three (3) minutes per agenda item and any other item opened for discussion.
 - c. At the Board's discretion, the Board may provide speaker request cards to be completed by Members wishing to speak at a meeting. It is preferable that speaker cards, that include the item to be addressed by the speaker, be completed prior to the commencement of the meeting; however, speaker cards will also be accepted after the meeting has commenced.

DIRECTORS' ACCESS TO RECORDS

1. All sitting Directors shall have unfettered access to all records of the Association, with the exception of:
 - a. Employee personnel records to the extent that the records contain personal information such as date of birth, marital status, participation in benefit programs and similar matters; those portions of the records that relate to job duties, compensation, discipline, awards, prior employment and qualifications, and similar matters are not exempt from release;
 - b. Employee medical records unless those records pertain to an on-the-job injury or to an employee's fitness for employment; or
 - c. Any portion of Association records that contain personal information concerning Members and which is typically restricted under Federal or state statutes such as social security numbers, driver's license numbers, credit card numbers and similar personally identifying information.
2. A Director need only affirm to the CSA Office that the Director (a) is a sitting Director and (b) wants to review records of the Association. The Director may, but need not, specifically identify the records to be reviewed as an aid to the inquiry. The Director may, but need not, indicate the reason for requesting to review records. The Director may request to review records on site, to receive copies of records, to receive electronic copies of records, or any combination of these methods of review.
3. A Director's initial request to review records will normally flow through the CSA Manager or the CSA Manager's designee. Access to the requested records will be provided in the most expeditious manner possible, normally directly from a CSA staff member to the Director.
4. The Board, by majority vote at a regular CSA Board Meeting, may deny or limit access to records by a specific Director if the Board determines that the Director in question has a conflict-of-interest in requesting certain records or if the Board determines that the Director in question has a nefarious purpose in requesting certain records.
5. Directors' access to records of the Association may be further limited by changes in the Florida Statutes or by applicable Florida court decisions.
6. This rule shall in no way limit the rights a Director might otherwise have as a Member under the "Inspection and Copying of CSA Official Records" rule.

DOGGIE WORLD

1. All dogs in Doggie World must have a current state or county license and current vaccinations.
2. Dogs must be accompanied by a responsible person, and kept in view, at all times, while in Doggie World.
3. Regardless of who accompanies a dog to Doggie World, dog owners are responsible for the actions of their dogs, including for any injuries caused by their dogs.
4. Dogs prone to aggression are not allowed in Doggie World. “Aggression” means the threat of harm to a person or animal involving snarling, growling, snapping, biting, barking, or lunging.
5. Doggie World is an “off leash” facility. To diminish the possibility for aggressive behavior, dogs should not be on a leash or held in Doggie World. The person responsible for a dog must have a leash readily accessible to leash and remove a dog if needed.
6. Female dogs in heat, puppies under four (4) months of age, and dogs showing any sign of illness are not allowed in Doggie World.
7. Infants and young children (age 6 and under) are not allowed in Doggie World for their own safety.
8. With the exception of small dog treats, no human food, dog food and no glass containers may be brought into Doggie World.
9. Pet waste must be picked up immediately and placed in the provided disposal box or taken home for disposal. Any pet waste messes too difficult to pick up must be covered by sand (sand containers are located by the entrance gate).
10. Any hole made by a dog must be filled by the person responsible for the dog.
11. Upon arrival, if an unknown dog is inside Doggie World, ask the owner if it is safe for you and your dog to enter. If not, wait for them to leave.
12. Dogs should not be walked around the outside perimeter of Doggie World as this causes inappropriate behavior by dogs inside Doggie World.
13. Doggie World is reserved year-round for dogs in certain weight groups as follows:
 - a. Very Small Dogs (12 pounds or less) – 11:00 AM to 12:00 PM daily
 - b. Small Dogs (35 pounds or less) – 3:00 PM to 4:00 PM daily

c. Large Dogs (more than 35 pounds) – 4:00 PM to 5:00 PM daily

Posted times at Doggie World, if different, will take precedence over the times listed in this Section 13.

Revised: 03-16-2022 Motion: 2022-18

Revised: 12-18-2024 Motion: 2024-63 & 2024-63.1

FINANCIAL AFFAIRS OF THE ASSOCIATION

The Board, the Treasurer of the Association, the Finance Committee, and the CSA Manager shall adhere to Article 7 (Financial Affairs) of the By-Laws. Additionally, the following procedures apply to the financial affairs of the Association:

1. The Treasurer shall be the chairperson of the Finance Committee.
2. The Treasurer shall ensure that a certified audit is conducted annually as required by the Florida Statutes.
3. The Association's accountant and independent auditor shall report to the Treasurer, the Finance Committee and the CSA Manager.
4. The Board Chairperson, Vice-Chairperson, Treasurer and at least one (1) member of the Finance Committee shall be signatories on all Association accounts. All checks and notes in the face amount of five thousand dollars (\$5,000) or less must be signed by the Association's Manager or his designee appointed in writing. All checks and notes of the Association for a face amount in excess of five thousand dollars (\$5,000) must also be signed by the Chairperson of the Board or his designee appointed in writing.
5. The CSA Manager shall be prohibited from making expenditures over five thousand dollars (\$5,000) for items that have not been previously budgeted without the Board's approval.
6. The CSA Manager shall prepare a draft budget for the Finance Committee to review in the September/October timeframe. The Finance Committee shall recommend adoption of the final proposed budget at the CSA Board Meeting in February of each year.
7. The Board will build and maintain a funded pooled reserve account for the purpose of making major repairs and replacements on Common Properties. All items in the reserve account will have an anticipated future expense of more than twenty thousand dollars (\$20,000) and must be reasonably predictable both as to timing of occurrence and amount of the anticipated expenditure. Funding for the reserve account will be included in the annual expenses of the Association. These funds will be kept in a separate banking or investment account. The annual assessment and reserve balance required at the end of each year will be determined by these estimates. Reserve funds will only be used for those items which the reserve schedule has established and funded. The Board may vote to add, delete or modify reserve categories. It is not intended that reserve funds be used for capital expenditures or as a contingency fund. Contingency or capital expenditure reserves, if deemed necessary by the Board, shall be established separately.

Revised: 02-21-2024 Motion: 2024-13

Revised: 04-16-2025 Motion: 2025-16

FIRES

1. **Definitions.** The following terms used only in this rule shall be defined as follows:
 - a. “Open Fire” means an open-air campfire using wood, compressed logs or other combustible material, whether the fire is on the ground, in a fire pit or in some other enclosure (e.g., a chiminea), and which may or may not be surrounded by stones or a fire ring and may or may not have a screened enclosure or cover.
 - b. “Gas Fire” means a fire which uses propane or natural gas and which is fully contained in a fire pit, table or similar enclosure designed for such use (either permanent or portable) and which does not emit sparks or embers.
2. **Open Fires.**
 - a. Due to the high fire danger in and around TGO, Open Fires are not allowed anywhere within TGO at any time.
 - b. Owners who permit such a fire on their Parcel or on any of the Common Properties are subject to a fine of \$500. Owners are responsible for fires started by their tenants or guests.
 - c. The prohibition on Open Fires does not apply to fires in traditional fireplaces inside of a house or similar structure nor to fireplaces or fire pits which are fully contained in a lanai or a screen room.
3. **Gas Fires.** Gas Fires are permitted at any time on an Owner’s Parcel but are never permitted on the Common Properties.
4. **Cooking Fires.** Cooking fires which use charcoal briquettes, wood or similar fuels that are properly contained in equipment designed for outdoor cooking (such as a charcoal grill or smoker) are not considered Open Fires or Gas Fires and are permitted only on an Owner’s Parcel and not on the Common Properties. CSA Manager may provide a variance to grill on Common Properties using propane cooking only.

Revised: 04-19-2023 Motion: 2023-31.1

FISHING

1. Fishing is allowed from all Common Properties, except from the golf course side of lakes or other waterways.
2. Maps are available in the CSA Office showing access to the lakes from the Common Properties. Private property may not be crossed for fishing without the Owner's consent.
3. All fishing is catch and release; fish must be retrieved and released quickly and handled gently.
4. No nets or casting of nets is permitted for fishing purposes. Only small nets may be used to aid in the retrieval of fish from a fishing line.
5. Because of safety concerns due to the presence of alligators, all children must be accompanied by a responsible adult while fishing.
6. Fishing hours are from sunrise to sunset.
7. The use of live bait, except worms, is prohibited.
8. Only barb-free hooks may be used.
9. Wading into any lake or other waterway for fishing or any other purpose is prohibited.

Revised: 03-16-2022 Motion: 2022-17

FITNESS CENTER

1. While in the TGO Fitness Center, all persons must have a TGO-issued wristband in their possession.
2. For safety reasons, anyone under the age of sixteen (16) must be accompanied by a responsible adult.
3. If others are waiting, time on each piece of equipment must not exceed twenty (20) minutes.
4. Equipment must be wiped down for the next use after each use.
5. Proper exercise footwear is required; sandals and bare feet are not permitted.
6. Proper attire, including a shirt, is required; bathing suits and thongs are not permitted.
7. Hydrating drinks are permissible; other beverages and food are not allowed.
8. The TGO Fitness Center must be kept clean and neat by returning all equipment to where it belongs.
9. All personal items and trash must be picked up.
10. Courteous and respectful behavior is required at all times.

GOLF COURSE USAGE

The use of the TGO golf course is limited to golfers and their equipment only. No bicycle riding, use of golf carts or walking is permitted on the golf course by non-golfers. Exceptions to this rule may be made periodically by the CSA Manager for special events.

INSPECTION AND COPYING OF OFFICIAL ASSOCIATION RECORDS

The Association shall provide Members with access to records in accord with the provisions of the Florida Statutes.

Accordingly, the following rules have been developed to assist Members in requesting, reviewing, and inspecting the Official Records of the Association. These rules have been promulgated in compliance with Sections 720.303(4) and 720.303(5) of the Florida Statutes. "Official Records" of the Association shall be defined to include only those items listed in Sections 720.303(4)(a) through (l) of the Florida Statutes.

1. In accordance with Section 720.303 of the Florida Statutes, the Association shall provide access to the Official Records within ten (10) business days after receipt of a written request that is signed and dated by a Member upon the terms and conditions set forth in this rule. Electronic requests are not acceptable.
2. Each Member shall be allowed to inspect the Official Records for not more than one eight (8) hour business day, which hours must be consecutive on the same day, per calendar month. A request to inspect the Official Records must be delivered by certified mail, return receipt requested, to the Association at the CSA Office. Such written notice must identify the Official Records the Member wishes to review and/or copy. A written request from a Member to inspect the Official Records may not occur more frequently than once every month unless a previously scheduled inspection did not transpire for valid, lawful and/or proper reasons. Repeat inspection of Official Records already reviewed and/or copied may be requested, in writing, by the Member after the expiration of ninety (90) days.
3. Inspections of the Official Records shall occur between the hours of 8:00 AM and 12 Noon and 1:00 - 5:00 PM, Monday through Friday, with the actual date(s) and time(s) for the requested inspection(s) being mutually agreed upon by the CSA Manager, or the CSA Manager's designee, and the requesting Member. Nevertheless, should a requesting Member fail to agree with the CSA Manager, or the CSA Manager's designee, as to a mutually convenient time and date for the inspection, the Association reserves the right to unilaterally determine and schedule the inspection(s) to facilitate having the inspection occur within ten (10) business days after receipt by the Association of the written request for such inspection.
4. In the event the Member desires copies of the Official Records, the Member shall notify the Association of the copies requested and shall pay the Association the maximum amount allowable by the Florida Statutes to cover the cost of the copies requested by the Member. Double-sided copies of the Official Records shall be considered two (2) pages for purposes of calculating copying charges. The Association reserves, and shall have, the right to condition copying the requested Official Records upon receiving, in advance, payment and/or a retainer for such copying. In the event the amount advanced for copying exceeds the Association's charges, the difference shall be refunded. If the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor or association management personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association.

5. In accordance with the Florida Statutes, the Association shall maintain an adequate number of copies of the recorded CSA governing documents (Declaration, Articles of Incorporation, By-Laws and Rules & Regulations), to ensure their availability to Members and prospective Members.
6. Pursuant to the Florida Statutes, the following records are not available for inspection or copying by Members or any other person:
 - a. Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.
 - b. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Parcel.
 - c. Personnel records of the Association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.
 - d. Medical records of Owners or community residents.
 - e. Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address and property address.
 - f. Any electronic security measure that is used by the Association to safeguard data, including passwords.
 - g. The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the Official Records.
 - h. Information obtained by the Association in connection with guests' visits to Owners or residents.
7. Regardless of the number of Parcels a Member owns, the Member shall only have access to inspect the Official Records for one (1) eight (8)-hour period per month as described above.

LAKE AND WATERWAY USE AND PROPERTY ADJACENT TO LAKES

1. Lake and Waterway Use

- a. **Prohibited Activities.** The following activities are prohibited on and near lakes and waterways within TGO:
- 1) the use of personal watercraft, unless approved in writing by the CSA Manager or the CSA Manager's designee;
 - 2) wading into any lake or other waterway for fishing or any other purpose;
 - 3) nets or the casting of nets for any purpose;
 - 4) stocking of any species of fish other than as approved in writing by the CSA Manager or the CSA Manager's designee;
 - 5) feeding, taunting or harassing alligators (also subject to fines in accordance with Florida law);
 - 6) dredging of lakes for golf balls (except when using a ball retriever by a person playing golf);
 - 7) allowing pets to stand in, swim, exercise, or drink in or near lakes or waterways; and
 - 8) crossing private property without the Owner's consent.
- b. **Permitted Activities.** The following activities are permitted on lakes and waterways within TGO:
- 1) Radio-controlled boats powered by electricity (battery) or sail; provided, however, access is not allowed from the golf course side of lakes or other waterways. Fossil fuel powered boats are not permitted; and
 - 2) CSA-owned boats crewed by CSA employees or their designees.

2. Property Adjacent to Lakes

- a. Mowing and weed whacking is not permitted within three feet (3') of the waterline of any lake.
- b. Vegetation shall not be destroyed or removed within ten feet (10') of any lake by use of fertilizer, pesticide, or vegetation control spray, without CSA permission in writing.

3. Fines

- a. Any person who violates this rule shall be subject to the following fines:

- 1) 1st offense - \$25.00
 - 2) 2nd offense - \$50.00
 - 3) 3rd offense - \$75.00
 - 4) 4th offense - \$100.00
 - 5) each subsequent offense - \$100.00
- b. For the purpose of determining the appropriate fine, each offense shall be dropped from a person's record twelve (12) months from the date of issuance.
 - c. Violations may be noted by CSA's mowing crew or as a result of individual complaints.
 - d. The CSA Manager, or the CSA Manager's designee, will provide a notice to the Owner of a violation, including the statement that a repeated violations will result in fines as stated above.
 - e. Upon a repeated violation, the CSA Manager, or the CSA Manager's designee, will send a second notice of the fine, noting the location, date and time (if known) of the violation.
 - f. An offender will have seventy-two (72) hours to pay any fine.
 - g. If a fine is not paid within seventy-two (72) hours, the alleged offender will be called to a hearing before a committee convened in accordance with Article 11 of the By-Laws.
 - h. Owners are responsible for the offenses and fines of their tenants and guests.

MEMBERSHIP MEETINGS AND MEMBERS' RIGHT TO SPEAK

1. Membership Meetings shall be open to all Members in accordance with the Florida Statutes.
2. In addition to the rights described in the Florida Statutes, and in Article 4, Section 4 of the By-Laws, the Association has adopted the following rules regarding Members' right to speak at Membership Meetings:
 - a. Each Member may speak one (1) time on each item opened for discussion or included on the agenda after discussion has been opened to the Membership and before any action is taken by the Membership on the item.
 - b. Each Member has the right to speak for a maximum of three (3) minutes per agenda item and any other item opened for discussion.
 - c. At the Board's discretion, the Board may provide speaker request cards to be completed by Members wishing to speak at a meeting. It is preferable that speaker cards, that include the item to be addressed by the speaker, be completed prior to the commencement of the meeting; however, speaker cards will also be accepted after the meeting has commenced.

NATURE TRAIL

The following rules apply to use of the Nature Trail:

1. Only pedestrians, bicycles (motorized and non-motorized), tricycles (motorized and non-motorized) and golf carts are permitted. Drivers of golf carts must be at least sixteen (16) years old.
2. The maximum permitted speed for bicycles, tricycles and golf carts is 7.5 MPH.
3. Pets are not permitted either walking or as passengers.
4. Smoking and food are not permitted, including within the confines of a golf cart.
5. Food may not be given directly to, or left for, wildlife.
6. The Nature Trail is open from sunrise to sunset.
7. The Nature Trail may be closed by the CSA Manager, or the CSA Manager's designee, for maintenance, weather conditions or other purposes.

Rule Added: 10-19-2022 Motion: 2022-43

POOLS AND SPAS (CSA OWNED)

1. Operating Hours

- a. **Plantation Manor Swimming Pool and Spa.** The operating hours of the Plantation Manor swimming pool and spa are from 8:00 AM to dusk daily, weather permitting. When nighttime air temperatures are expected to be below 60°F, the pool and spa water surfaces may be covered to conserve energy. The pool and spa will not open if daytime air temperatures are expected to remain below 65°F.
- b. **Oak Cove Swimming Pool and Spa.** The operating hours of the Oak Cove swimming pool and spa are from 7:00 AM to 11:00 PM daily, weather permitting, when the pool area lighting is operational, and from 7:00 AM to dusk, weather permitting when the pool area lighting is not operational. When nighttime air temperatures are expected to remain below 50°F, the pool and spa water surfaces may be covered to conserve energy. The pool and spa will not open if daytime air temperatures are expected to remain below 50°F.
- c. Operating hours are subject to change at the direction of the Board. Operating hours posted at each pool and spa, if different, will take precedence over the times set forth in this Section 1.

2. Pool Rules. The following rules apply in the pool, spa and deck area as applicable:

- a. There is no lifeguard on duty. Swimming is at your own risk.
- b. All persons are requested to shower before entering the pool.
- c. Pool capacity: 80 Persons (Manor Pool)
30 Persons (Oak Cove Pool)
- d. Children under twelve (12) years of age, and persons who are not proficient swimmers, must have supervision by a responsible adult.
- e. DIVING, JUMPING and RUNNING are prohibited.
- f. Smoking, vaping or the use of e-cigarettes is prohibited.
- g. Incontinent or non-toilet trained persons must wear appropriate clothing in the pool to ensure that the pool water is free of contamination from human waste.
- h. Persons with open and/or running sores may not enter the pool.
- i. Regardless of swimming competence, swimming when no other persons are present in the pool area is prohibited. NO SWIMMING ALONE.

- j. Proper swimming attire is required.
 - k. Rough play, shouting, dangerous activity, and any behavior which reasonably prevents the enjoyment by others is prohibited.
 - l. No animals are allowed. Service Animals, as recognized under Florida law, are allowed in the deck areas only.
 - m. Food and beverages are prohibited in the pool, and glass containers are prohibited in the deck area.
 - n. Exit the pool area when lightning is present.
 - o. CSA-sponsored activities may take precedence over individual use of the pool.
 - p. All persons must have a TGO-issued wristband in their possession.
- 3. Spa Rules.** The following additional rules apply to use of the spas. All pool rules stated in Section B (other than capacity) also apply to use of the spas.
- a. Spa capacity: 5 Persons (Manor Spa)
7 Persons (Oak Cove Spa)
 - b. Water temperature must be set not to exceed 104°F.
 - c. Maximum time of use is limited to fifteen (15) minutes.
 - d. No additive of any kind may be put into the spa water.
 - e. Pregnant women, young children, people using alcohol, narcotics or other drugs that may cause drowsiness, and people with health problems should not use the spas without first consulting a doctor.

PROPERTY TRANSFER FROM CSA

1. Section 5.1(d) of the Declaration provides for land to be set aside in certain areas of TGO, namely Condos I, II and III, in order to correct potential developer-created setback violations, which existed on or prior to December 31, 1996. Land is not granted for any other reason. Therefore, the following restrictions apply to such land:
 - a. No building is allowed on the transferred property.
 - b. The transferred property cannot be used to recalculate the 60/40 rule.
 - c. Any improvements requested that do not further encroach on the original setbacks may be approved by the ARC.
 - d. The newly created property line cannot be used to establish the new setbacks.
2. To determine if property is eligible for transfer under Section 5.1(d) of the Declaration, the following procedures have been established by the Board:
 - a. The Owner must make a reasonable determination that the Owner's property has a setback violation that existed on or prior to December 31, 1996. (Note: Zoning requires a ten-foot (10') setback from the rear property line for principal structures and a five foot (5') setback for accessory structures.)
 - b. The Owner must then contact the CSA Office to see if the property is included on a list of properties eligible for transfer under Section 5.1(d) of the Declaration which is maintained by the CSA Office.
 - c. If the property is on the list of eligible properties, the CSA Manager, or the CSA Manager's designee, will institute a field inspection of the property to affirm that the setback violation exists and then advise the Owner of the findings of the inspection.
 - d. If the CSA advises the Owner that the property is eligible for transfer under the Declaration, the Owner must then write to the Board requesting the property transfer. The request must include the property address, the condominium Number (Condo I, II or III) and an accurate description of the referenced property, complete with dimensions and a drawing showing the existing setback violations.
 - e. The Board will evaluate each request and will inform the Owner of the outcome in writing. An additional field inspection may be conducted by the Board. The Board may only grant the number of feet necessary to correct the violation, up to ten feet (10'). (For example, if the violation is two feet (2') from the property line and should be five feet (5') from the line, the Board is only authorized to grant the three feet (3') of additional land to correct the existing violation.)

- f. If the Board definitively determines that the property is eligible for transfer under Section 5.1(d) of the Declaration, the Owner shall be responsible for obtaining a survey of the property to be transferred and for the preparation of the necessary deeds. The changes in lot size will require revision of each affected condominium association's documents which are generally filed by each condominium association's board of directors. The Owner should not incur any expense related to the property transfer (i.e. obtaining a survey and preparation of deeds) until Board approval in writing has been received.
- g. The Owner acquiring the property must assume all costs associated with all filings.

QUIET HOURS

1. “Quiet Hours” mean a period of time during which noise emanating from a Parcel shall not disturb the peace and quiet of the vicinity in which the Parcel is located. Any noise that exceeds the sound level limits set forth in the Brevard County Ordinances is considered excessive noise. Additionally, sounds produced from any radio, stereo, television, amplifier, musical instrument, phonograph or similar device shall not be discernable at the property line of the Parcel.
2. Quiet Hours throughout TGO are between 11:00 PM and 7:00 AM in keeping with Brevard County Ordinances.
3. Brevard County Code of Ordinances references:
 - a. Sec. 62-1841.5.5 1(c) Resort dwellings
 - b. Sec. 62-2271 Noise
 - c. Chapter 46 – ENVIRONMENT

RENTAL AND OCCUPANCY NOTIFICATION

1. An Owner must notify the CSA Office when the Owner's property is to be occupied by someone other than the Owner, whether under a rental agreement or not, in the Owner's absence.
2. Prior to arrival of the tenant/guest, notification shall be made through submission to the CSA Office of a completed "Owner Tenant/Guest Information" form available in the CSA Office or by clicking [HERE](#) and printing the form.
3. Upon proper notification, the CSA Office will input this information into the gate entry system.
4. If a tenant/guest arrives after CSA Office hours and is not already in the system, Front Gate attendant will contact the Owner for the required information and direct the Owner to submit a completed "Owner Tenant/Guest Information" form. Only the departure date provided by the Owner will be accepted for pass purposes. If the departure date is to be extended, the Owner must notify the CSA Office prior to the on-file departure date.
5. If an Owner is leasing property through the Welcome Center, the Welcome Center shall provide a completed "Owner Tenant/Guest Information" form to the Front Gate and the CSA Office.

RV HOLDING TANK CHEMICALS

1. Due to the harmful impact to the TGO Wastewater Treatment Plant (WWTP), the following chemicals are prohibited:
 - a. Bronopol
 - b. Dowacil
 - c. Formaldehyde
 - d. Gluteraldehyde
 - e. Paraformaldehyde
 - f. Para-dichlorobenzene

The above-listed chemicals kill the beneficial bacteria that are necessary for the WWTP to function. RV holding tank treatments containing any of the above-listed chemicals may only be disposed of at the official dump station near the rally lot.

2. Only RV holding tank products that use enzymes and bacteria as the main ingredients may be disposed of in the TGO sewer system. Examples of such products include RV Pro 200 (Heartland Labs), Pure Power Blue (OP Products), Piranha (Super Seal), Eco-Save (Eco-Save Products) and Happy Campers (RV Concepts).

Rule Added: 11-16-2022 Motion: 2022-51

SERVICE ANIMALS

1. For purposes of this rule, and as defined by law, a “Service Animal” is a dog or miniature horse that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog or miniature horse must be directly related to the person’s disability.
2. TGO Owners, renters and guests who utilize Service Animals will have access to all Common Properties accompanied by their Service Animals in accordance with the guidelines in the Americans with Disabilities Act (42 U.S.C. Section 12101) and Florida law (Section 413.08).
3. The Service Animal must have state required inoculations, including rabies. The Service Animal must be under control of its handler and housebroken.
4. Any questions a person may have regarding a Service Animal that are not answered by this rule should be directed to the CSA Office.
5. In determining a particular animal’s qualifications, only two (2) questions are permissible to ask the handler under law:
 - a. Is the Service Animal required because of a disability?
 - b. What work or task has the Service Animal been trained to perform?
6. The following animals are not addressed in this rule and, as such, are prohibited in or on Common Properties:
 - a. Emotional Support Animals (animals that provide emotional support to an owner but have not been trained to perform a specific job or task);
 - b. Therapy Animals (animals trained to provide affection and comfort to people in hospitals, retirement homes, nursing homes, schools and in stressful situations, such as in disaster areas); and
 - c. Service Animals that are “off duty” accompanying a person other than the person with the disability.

SMOKING IN OR ABOUT COMMON PROPERTIES

1. For purposes of this rule, “Smoking” means the use of any lighted tobacco product, the use of any vaping product or e-cigarettes, and the use of lighted marijuana products, including medical marijuana.
2. **CSA Buildings.** Smoking is prohibited in all CSA enclosed buildings.
3. **Other Areas.** Smoking is prohibited on the porches of the Plantation Manor (with the exception of the “Designated Smoking Area” on the southwest side of the porch), the CSA Office, the Blue Heron restaurant and within twenty (20) feet of the entrance doors to these buildings. Smoking is also prohibited (a) within the confines of (i) the Manor and Oak Cove pool and deck areas, (ii) Doggie World and (iii) the athletic courts and (b) on the Nature Trail.

SOLICITATION

Door-to-door solicitation of any kind without approval in writing from the CSA Manager, or the CSA Manager's designee, is prohibited. Solicitation without such approval is considered trespassing.

SPECIAL EVENTS

A Special Event is any private or public event that either:

- Takes place on outdoor CSA common properties;
- Impedes normal vehicular traffic;
- Impacts CSA common properties; OR
- Requires assistance from CSA staff, either prior to or during the event.

Examples of Special Events include, but are not limited to, events with food truck(s) or outside food vendors, performers, parades or large numbers of attendees. Regularly scheduled Condominium/HOA socials are not considered Special Events. Examples of CSA assistance include, but are not limited to, Courtesy Patrol assistance, parking assistance, closure of buildings to non-attendees, and setting-up of tables and/or chairs.

Hosting a Special Event within TGO requires approval from the CSA Manager or his designee. To begin the process, the event host must submit a completed Special Event Application to the CSA at least thirty (30) days prior to the event date. Applications are available on the CSA website, in the CSA office, and at the Plantation Manor. The approval process may take up to two (2) weeks. Management reserves the right to deny an application based on safety concerns.

Food trucks, outside food vendors, exhibitors or performers using power equipment must be licensed and insured. Proof of liability insurance and a current Brevard County business license(s) must be provided to the CSA prior to the event.

NOTE: If you have any questions or do not know if your event qualifies as a Special Event, please contact the CSA Office.

Rule Added: 5-21-25 Motion 2025-24

STREET LIGHT ADDITIONS

1. Condominium associations, homeowners' associations or Owners may request the approval of the Board to install a new street light pole.
2. Prior to requesting approval from the Board, the requesting party must obtain the written approval from all Owners who will be impacted by the addition of a new streetlight.
3. Upon receipt of approval from the Board, the CSA will contact Florida Power and Light to install the new street light pole.
4. If no handhole already exists at the proposed site of the new streetlight, the requesting party will be required to pay any labor and material costs for getting electric to the new site and for a new handhole to be placed at that location.

TAPE RECORDING OR VIDEOTAPING OF MEETINGS

1. Any Member may tape record or videotape a CSA Board Meeting or Membership Meeting subject to the following rules:
 - a. Any audio or video equipment must be assembled and placed in position not less than fifteen (15) minutes prior to the scheduled time for commencement of the meeting, and it may not be removed until the meeting is adjourned. The Association may specify the location to be used for this purpose, which shall allow for effective recording by the Member while preserving the rights of other Members to observe, hear and participate at the meeting with minimal distraction, interference, or intimidation.
 - b. No equipment may produce distracting sound or light emissions, nor may the tape or recording be played back during the meeting.
 - c. Recording and taping shall be stationary and shall take place from one (1) location throughout the meeting. No person shall move about the meeting room to facilitate the recording or taping, nor may the recording or taping equipment be panned or rotated to capture particular speakers.
 - d. No person shall attempt to conceal the taping or recording of a meeting from the meeting participants.
 - e. Any Member wishing to record a Membership Meeting or a CSA Board Meeting for which fourteen (14) days' notice is required by law, must give not less than five (5) business days' advance written notice to the Secretary of the Association or CSA Manager, and must give not less than twenty-four (24) hours' notice for a CSA Board Meeting for which seventy-two (72) hours' notice is required by law. Any Member who records a meeting does so based upon the understanding that the Member must make a copy of the audio or video tape available to the Association within ten (10) business days after the meeting, at the Association's expense, if the Association is not also recording or taping the meeting, and if it so requests.
2. Persons not complying with this rule shall not be permitted to tape record or videotape, nor to continue to record or tape, the meeting at which the violation occurs. Refusal to cease tape recording or videotaping shall form the basis for a suit for injunctive relief and damages as appropriate. Also, with the assistance of a duly authorized peace officer, the tape recording or videotaping of a meeting in violation of subparagraphs (a) through (d) inclusive hereof may be stopped and the Member removed from the meeting until compliance with this rule is obtained.
3. Allowing Members to tape record or videotape an Association meeting other than a CSA Board Meeting or Membership Meeting is not required by law but shall be permitted as a discretionary matter by the Board, provided that such recording or taping may be summarily prohibited or restricted by the Board or by the person responsible for chairing the meeting at any time and for any good reason. Such reasons may include, but shall not be limited to, a request made by Member(s) in attendance or

for the convenience of the Members present at such meeting. For so long as tape recording and videotaping of such meetings is not prohibited and is without further restriction imposed by the Board, the tape recording and videotaping of such meetings shall strictly comply with the above restrictions, applicable to the tape recording and videotaping of CSA Board Meetings and Membership Meetings.

TRAFFIC INFRACTIONS COMMITTEE AND HEARINGS

1. **Traffic Infractions Committee.** The Traffic Infractions Committee (herein referred to as the “Committee”) addresses appeals of fines or sanctions levied by the CSA Board of Directors for violations of the “Vehicle, Parking and Traffic Regulations” of the Rules & Regulations at scheduled hearings. Such violations are referred to as “traffic infractions” for purposes of this rule.
2. **Traffic Infractions Committee Hearings.** The procedure to be used for conducting Committee hearings is as follows:
 - a. Each hearing shall be held by a three (3) person panel (the “Hearing Panel”) chosen by the Committee Chairperson from the members of the Committee. The Hearing Panel may include the Chairperson.
 - b. The Hearing Panel shall hold a hearing, as defined in the amended By-Laws, Article 11, Section 2(b), to confirm or reject the proposed fine or sanction.
 - c. If the alleged offender challenges a member of the Hearing Panel on the basis that a fair and impartial hearing cannot be conducted if that member participates, then that member shall not participate in the hearing and another member shall be appointed.
 - d. The Committee shall set a hearing date giving at least fourteen (14) days notice to the alleged offender. The notice must contain a copy of Article 11 of the amended By-Laws and advise the alleged offender of the right to contest the fine or sanction and to present evidence at the hearing that there was no traffic infraction.
 - e. The hearing shall be open to all Members of the Association.
 - f. At the hearing, the CSA Manager, or a designee of the CSA Manager, shall present evidence in support of the citation. The alleged offender may then present evidence that there was no traffic infraction.
 - g. At the conclusion of the hearing, the Hearing Panel will discuss, in private, the evidence presented at the hearing followed by a vote by secret written ballot as to whether a traffic infraction was committed. The Hearing Panel must base its decision only on the evidence presented at the hearing. The ruling of the Hearing Panel is final.
 - h. If the Hearing Panel, determines the fine or sanction is warranted, the offender will be notified pursuant to Article 11 of the amended By-Laws, Section 2(b)(c)(d).

Revised: 04-27-2022 Motion: 2022-29

Revised: 02-21-2024 Motion: 2024-12

TRASH, ORGANIC YARD DEBRIS AND RECYCLING

1. Household Trash

- a. Household trash is picked up from all Parcels daily except as published in “The Happenings” regarding certain holidays.
- b. Trash must be placed in plastic bags that are tied closed. Lightweight bags should be tied together. Trash that is not in plastic bags may not be picked up.
- c. Trash bags shall be placed within one foot (1’) of any road, away from any obstructions that would make pick-up difficult.
- d. Trash bags must be put outside in the morning by 10 AM. Do not put trash out at night.
- e. All boxes that are included in the trash must be broken down and flattened.
- f. Call the CSA Office for special pick-up instructions for broken glass.
- g. Animal waste must be placed inside trash bags.
- h. Do not mix household trash with organic yard debris or other materials.
- i. To deter buzzards or other wildlife from ripping open trash bags, put trash in black bags or place trash bags in a plastic bin. A few drops of bleach inside trash bags are also a deterrent.
- j. As an alternative to curbside pickup, trash may be taken to the CSA Maintenance Yard seven (7) days a week during posted hours.
- k. Shepherd’s hooks used to hold trash bags are prohibited.

2. Organic Yard Debris

- a. Organic yard debris is picked up from all Parcels at least once a week.
- b. Organic yard debris must be cut to a maximum length of four feet (4’), and each piece must weigh less than fifty (50) pounds.
- c. Organic yard debris must be stacked uniformly at the curb.

- d. Loose materials such as pine needles, leaves, cut grass and small twigs must be containerized in untied bags or open containers. Suggestion: Put your TGO address on the container if you want it returned.
- e. Organic yard debris is not picked up from Undeveloped Parcels.
- f. Organic yard debris may not be mixed with household trash or other materials.

3. Trash – Other Materials

- a. Construction materials (concrete, wood, drywall, metal, plumbing materials, carpet, small appliances, and small furniture may be put in the open top dumpster in the maintenance yard. If you are not able to place such items in the dumpster for any reason, you must take them to the Brevard County disposal facility located at 3600 South Street (Rte. 405) in Titusville for disposal. **DO NOT LEAVE SUCH ITEMS ON THE GROUND IN THE MAINTENANCE YARD.**
- b. Do not leave sod, dirt, tree stumps, and chemicals (paint, painting products, oil, etc.) toilets, cabinets, and mattresses at the CSA Maintenance Yard.
- c. These items must be taken to the Brevard County Mockingbird Way Mulching Facility, (321-264-5009) located on SR 405, or the Brevard County transfer Station, (321-264-5048) located on SR 405. **DO NOT LEAVE SUCH ITEMS ON THE GROUND IN THE MAINTENANCE YARD.**

4. Recycling

- a. Recycling must be taken to the green recycling dumpsters in the CSA Maintenance Yard for disposal. Recycling is not picked up curbside at parcels.
- b. Recycling is “single stream” – sorting is not required.
- c. Only loose items (unbagged) are accepted by Brevard County for recycling may be placed in the recycling dumpsters in the CSA Maintenance Yard. Contact Brevard County Waste Management for specific information regarding recyclable items or check www.tgoesa.org
- d. All cardboard boxes must be broken down and flattened prior to being placed in the recycling bins.

5. Contractors

- a. Contractors must dispose of their own debris outside of TGO. Contractor generated debris includes, but is not limited to, trees, brush, construction materials, and any other debris created by the contractor.
- b. **CONTRACTORS ARE NOT PERMITTED TO USE THE CSA MAINTENANCE YARD** for any waste disposal or leave debris in front of the Owner's property for pick up by the CSA. (This rule does not include residents/renters who run a contracting/lawn business in TGO).
- c. Owners may not dispose of a contractor's debris in the CSA Maintenance Yard on behalf of a contractor.

Revised: 10-18-2023 Motion: 2023-49

Revised: 11-15-2023 Motion: 2023-54, 2023-55

TREES AND TREE ROOTS

1. If the CSA Office is notified by an Owner that a tree on the Common Properties is diseased or dead and has the potential to fall on the Owner's property and cause damage, the Association will employ an arborist to provide a written opinion to the Association as to the status of the tree and the steps to be taken with the tree in question. Once the Association is put on notice of the questionable health of a tree on the Common Properties, the Association will act within thirty (30) days to determine the health of the tree.
 - a. If the arborist opines that the tree is diseased or dead and should be removed, the Association will make the necessary arrangements to have the tree removed.
 - b. If the arborist opines that the tree is otherwise healthy or alive and is not required to be removed, the CSA will not remove the tree. The Association cannot be held responsible for any damage to person or property if a healthy tree falls onto adjacent property.
2. The Association is not legally responsible for the natural growth of tree roots or branches that encroach from one Owner's property onto another Owner's property.
3. If a healthy tree on the Common Properties is considered by an Owner to be a nuisance, the Owner may provide a written request to the CSA Office to have the tree removed at the Owner's expense. The Association will review such requests on a case-by-case basis.

VEHICLE, PARKING AND TRAFFIC REGULATIONS

1. **Definitions.** The following terms used only in this rule shall be defined as follows:
 - a. “Night” means the period between one (1) hour after sunset to one (1) hour before sunrise as shown in media that covers this area.
 - b. “Overnight” means any six (6) consecutive hours during the Night that a Vehicle is not moved.
 - c. “Parking” means the standing of a Vehicle, whether occupied or not, other than temporarily for the purpose of and while actively engaged in loading or unloading property or passengers as may be permitted.
 - d. “Roadway” means that portion of an Association-maintained street that is improved, designed or ordinarily used for vehicular travel, including concrete water runoff curbing where used.
 - e. “Vehicle” means all people-powered and motorized vehicles, including, without limitation, bicycles, tricycles, automobiles, trucks, RVs, golf carts, electric cars, motorcycles, motor scooters, mopeds, Segways, contractor construction equipment, etc.

2. Parking

- a. **Illegal Parking.** The following parking is illegal within TGO:
 - 1) Overnight Parking either entirely or partially on the Roadway (exceptions may apply in Hidden Lakes and Addison Preserve).
 - 2) Parking in the Rally Lot near the Welcome Center without prior authorization from TGO Realty.
 - 3) Parking in a handicapped parking space without displaying a valid government-issued handicapped parking placard or Vehicle license plate.
 - 4) Parking on any Roadway which interferes with, blocks, or restricts the flow of traffic of emergency or other Vehicles.
 - 5) Parking of a utility trailer on a Roadway except for the temporary loading or unloading of same (exceptions may apply in individual homeowners’ or condominium associations).
 - 6) Parking on any Parcel closer than five (5') feet from the Roadway.

7) Parking any portion of a Vehicle on the grass of Common Properties.

- b. Resident Overflow Parking.** Residents may use the parking lots in front of the CSA Office and in front of the Plantation Manor as overnight overflow parking upon registration with the CSA Office prior to parking. Vehicles that are prohibited from being operated on Roadways may not be parked in this lot unless stored in or upon a trailer. There will be a limited number of spots, a limited time allowance, and additional restrictions may apply.

3. Traffic Regulations.

- a. All posted speed limits and traffic signs must be obeyed by all Vehicles operated in TGO. The speed limits applicable to all Vehicles are as follows:
- 1) 35 MPH in both directions on Plantation Drive between Cheney Highway (State Route 50) and Panacea Way; and
 - 2) 15 MPH on all other Roadways in TGO.
- b. All motorized Vehicles, including golf carts, operated in TGO must be equipped with working headlights and taillights if they are operated between dusk and dawn.
- c. Motorcycles may be driven no further into TGO than either the Commerce Center Parking Lot or the Motorcycle Staging Area (located at the East Plantation Drive Storage Facility).
- d. The following Vehicles are prohibited from being operated within TGO:
- 1) unregistered motor Vehicles, with the exception of golf carts, motorized bicycles and tricycles, low-speed vehicles, as defined in the Florida Statutes, and CSA owned and operated Vehicles; and
 - 2) Motorcycles, except as allowed in Section 3.c. above and in Hidden Lakes and Addison Preserve.
- e. Only licensed drivers may operate motorized Vehicles in TGO, with the exception of golf carts and motorized bicycles and tricycles, for which no license is required; provided, however, drivers of golf carts must be at least sixteen (16) years old.
- f. To operate on the Roadways, a Vehicle must have the proper TGO Vehicle pass or barcode sticker, if applicable, for the type of Vehicle.
- g. Pets (excluding service animals) may not be exercised on paved roadways using leashes or other tethers extending from a moving Vehicle, whether the leash or tether is held by a passenger in the Vehicle or attached to the Vehicle itself. Bicycles and tricycles are excluded if they are equipped with a commercially available safety device for walking pets.

4. **Accidents Involving Personal Injury or Property Damage.** Responsibility for personal injury or property damage caused by Vehicles shall be determined in accordance with the Florida Statutes. Courtesy Patrol Officers shall not generally determine responsibility and issue fines for accidents involving personal injury or property damage but have the right to do so. Individuals involved in such accidents will be advised to call local law enforcement.
5. **Citations and Fines.** Citations may be issued, and fines may be imposed, for violation of this rule as described in this Section 5.
 - a. Fines.
 - 1) First offense - \$50.00
 - 2) Second and subsequent offenses (same provision violated) - \$100.00
 - b. For each of the following serious offenses, the fine for the first and each subsequent offense shall be \$100.00:
 - 1) failure to stop for a Courtesy Patrol Officer;
 - 2) driving away from a Courtesy Patrol Officer before a citation has been issued; and
 - 3) engaging in any dangerous practice which is reasonably likely to, or does, result in injury to another person or damage to property.
 - c. A record will be maintained on each offender commencing on the first offense. Each offense will be dropped from an offender's record twelve (12) months from the date of issuance, and subsequent fines for the same offense will be calculated accordingly.
 - d. An offender will have fourteen (14) days from issuance of a citation to pay a fine. If a fine is not paid within such fourteen (14) day period, the offender shall be invited to a hearing before the Traffic Infractions Committee (*see* "Traffic Infractions Committee and Hearings" in the Rules & Regulations). If the offender does not attend the hearing, the fine shall stand as issued.
 - e. If a non-resident offender fails to pay a fine by the due date, the non-resident offender will not be admitted to TGO until such time as the fine, and other applicable fees and costs, if any, are paid in full.
 - f. For Members and Members' tenants, guests, and invitees, if a fine remains unpaid for more than ninety (90) days after its due date, the offending Vehicle's bar codes will be suspended. In addition, the Board may impose either of the following additional penalties until the fine is paid in full:
 - 1) suspension of the rights of the Member, or the Member's tenant, guest, or invitee, as

- applicable, to use Common Properties; and
- 2) suspension of Member voting rights.
- g. If an offender refuses to accept a citation, the CSA Manager may hire a Civil Process Server to complete the delivery of the citation to the offender. The cost of the process server shall be added to the cost of the fine(s) for the violation(s) listed in the traffic citation(s). Additionally, the Board may take legal action to enforce the fine, plus assess any other legal fees and administrative costs incurred to enforce the citation.

Revised: 04-27-2022 Motion: 2022-28

Revised: 05-17-2023 Motion: 2023-33.4

VOTING CERTIFICATE REQUIREMENTS

If a Parcel is titled in the name(s) of an entity (e.g., trust, corporation or partnership) and the individual(s) authorized to vote on behalf of the entity Owner is not able to be determined from the entity name, then in order for a vote to be cast on behalf of the Owner(s) of that Parcel, a “Voting Certificate,” which specifies who is authorized to vote on behalf of the Parcel, must be completed and turned in to the CSA Office. A copy of the “Voting Certificate” is available in the CSA Office or by clicking [HERE](#) and printing the certificate.