

STATE OF FLORIDA }
 }
 } RULES AND REGULATIONS
COUNTY OF OKALOOSA }

I, Alicia Graham, certify and attest that I am the duly elected Secretary of the Sparkling Waters Homeowners Association, Inc, a Florida corporation not-for-profit. I further certify and attest that the attached document is a true and complete copy of the Rules and Regulations adopted by the Board of Directors on September 3, 2020, in accordance with paragraphs 17.10 and 21 of the Covenants, Restrictions, and Reservations. This copy of the Rules and Regulations of the Sparkling Waters Homeowners Association applies to the Sparkling Waters Subdivision, defined and recorded in Plat Book 17, Pages 92 and 93, of the Official Records of Okaloosa County, Florida, and supersedes the Rules and Regulations recorded in Book 3288, Pages 2698 – 2703, of the Official Records of Okaloosa County, Florida on February 24, 2017.

WITNESS:

SPARKLING WATERS
HOMEOWNERS ASSOCIATION, INC.

Michelle Rippel
NAME: *Michelle Rippel*

Alicia G. Graham
Alicia G. Graham
Secretary, SWHA

Deborah Cupp
NAME: *Deborah Cupp*

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, appeared Alicia Graham, to me personally known to be the person described herein as Agent of the Sparkling Waters Homeowners Association, Inc. who being duly sworn, acknowledges execution of the forgoing statement for the uses and purposes therein set forth.

Sworn to and subscribed before me this 9th day of September, 2020.

Kristen L. Potter
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:
Barry S. Graham, President, SWHA
552 Shimmering Lane
Mary Esther FL 32569



**Sparkling Waters Homeowners Association Rules and Regulations
September 3, 2020**

RULES AND REGULATIONS

SPARKLING WATERS SUBDIVISION

**State of Florida
County of Okaloosa**

Based on paragraph 21 of the Sparkling Waters Homeowners Association (SWHA) Covenants, Restrictions and Reservations (CR&R) recorded with the Okaloosa County Clerk of Courts on April 22, 2020, the SWHA Board of Directors (BOD) has established the following updated schedule of fines applicable to violations of the CR&R, the Mooring Facility Rules and Regulations (MF R&R), and other SWHA Rules and Regulations contained herein.

SWHA homeowners may request a temporary variance to the CR&R, MF R&R, or other Rule and Regulations for a limited period of time under exceptional circumstances. Requests shall be made in advance to a SWHA Director who will notify other Directors and neighbors as required. Violations of the CR&R, MFR R&R, and other Rules and Regulations without a variance may result in a fine based on the provisions herein.

In every case in which there is a potential fine, the homeowner shall be provided notice of the proposed fine in accordance with Florida law and an opportunity to correct the violation. Notice of the decision of the Rules Committee will be provided in writing to the homeowner. Any fines levied against a homeowner will be payable within fourteen days after receipt of written notice of the imposition of the fine. If fines are not paid, a late fee will be assessed at an annual rate equal to the prime rate on a monthly basis. Once fines and late fees total over \$1000, a lien may be placed on the homeowners' property. The homeowner will pay all costs associated with the filing of the lien, including the release of lien. All fines received by the Board will be deposited in the Homeowners Associations' main operating account.

In accordance with Florida Statute 720.305,
A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

Fine Structure

I. CR&R paragraphs 2-7, 9-10, Construction Commencement and Building Improvements

Per paragraphs 7 and 9, 10 of the CR&R, any building, including out buildings, boathouses and garages, or building improvement located on any home site in the subdivision must have written approval from the BOD of the plot plan and construction

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plans describing location and position of building or buildings to be constructed or modified thereon PRIOR to commencement of any construction. Any construction commencement that is not specifically approved in advance as provided for in the CR&R, will result in a fine not to exceed \$500. Failure to heed a Stop Work Order issued by the Board of Directors will result in a fine of \$100 for each day the Stop Work Order is disregarded. If the construction is deemed to be out of conformance with the Sparkling Waters CR&R, an additional fine in the amount equal to the estimated cost of remedying the non-conformance will be levied.

II. CR&R paragraph 2, One Single family residence per home site

Violations of paragraph 2 of the Sparkling Waters CR&R will result of \$100 for the first notice. Failure to heed a Stop Work Order issued by the Board of Directors will result in a fine of \$100 for each day the Stop Work Order is disregarded. The SWHA reserves the right to levy additional fines for a continuing violation of paragraph 2.

III. CR&R paragraph 6, Structures, tents, mobile homes, outbuildings

"No out building, detached garages or detached servant houses or other detached building shall be constructed on any lot in the subdivision unless the Association or its duly designated representative shall have expressly consented to such construction in writing."

Violations of paragraph 6 of the Sparkling Waters CR&R will result of \$100 for the first notice. Failure to heed a Stop Work Order issued by the Board of Directors will result in a fine of \$100 for each day the Stop Work Order is disregarded. The SWHA reserves the right to levy additional fines for a continuing violation of paragraph 6.

IV. CR&R paragraph 7, Building Material Storage

"No building materials or temporary building of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line. Any such temporary building or structure buildings and unused materials shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner." Any violation of paragraph 7, of the Sparkling Waters CR&R will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in paragraph 7.

V. CR&R paragraph 8, Commercial Activity

"No noxious or offensive trade or activity shall be carried out on any home site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood." This provision shall include parking of large commercial vehicles or trailers. Any violation of paragraph 8, of the Sparkling Waters CR&R will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in paragraph 8.

VI. Paragraph 11, Refuse, inoperable vehicles, RVs, boats and trailers

"No garbage, trash, ashes, refuse, junk or other waste inoperative vehicles, travel trailers, house trailer or boats shall be stored, kept thrown or dumped on any lot or street in the subdivision or permitted to remain on any such place. No recreational vehicles of a length greater than 20 feet and no boats of length greater than 20 feet shall be stored or kept on any lot within the subdivision unless the same shall be kept and stored in a fully enclosed garage. No boats of any size shall be kept in the front yard of any lot within the

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subdivision and no boats of any size shall be permitted to be stored or kept in the rear of any lot within the subdivision.” This provision shall include trailers of all types. Violations of paragraph 11 of the Sparkling Waters CR&R will result in an initial fine of up to \$100. The failure of the homeowner to comply with paragraph 11 within 14 days of the formal notification and levying of the initial fine, will result in an additional fine of up to \$100 for each week (7-calendar day period) that the violation is not rectified --not to exceed \$500. The SWHA reserves the right to levy additional fines, not to exceed \$1000 total, for continuing violations of paragraph 11.

VII. CR&R paragraph 12, Animals

“No animals, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on any lot, except for dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purpose. All pets will be kept on a leash and not allowed to run free on other people’s lots.” Any violation of paragraph 12, of the Sparkling Waters CR&R will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in paragraph 12.

VIII. CR&R paragraph 13, Signs

“No signs of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet in said area advertising the property for sale or for rent or signs used by a builder to advertise the property during the construction or sale of such property.” Any violation of paragraph 13, of the Sparkling Waters CR&R will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in paragraph 13.

IX. CR&R paragraph 14, Sewage

“Neither outdoor privy nor other method of disposing of sewage not approved by the Florida State Board of Health shall be permitted anywhere in the subdivision. No well, except for lawn watering purposes shall be sunk or maintained on any part of the subdivision unless facilities furnishing water for human consumption are not made available by means of water distribution lines installed along either side of the street or alley, right of way abutting any home site property line, within 15 days after the beginning of visible construction of improvements upon any particular home site and written notification requesting water be made to the governmental body or utility company or person then having the right to install water lines in the subdivision.” Any violation of paragraph 14, of the Sparkling Waters CR&R will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in paragraph 14.

X. CR&R paragraph 15, Excavation

“No excavation, except such as is necessary for the construction of improvements shall be permitted, nor shall any hole of any kind be dug, except wells for lawn pump purposes, and in the event water is not furnished for human consumption as provided in paragraph 14, then wells for human consumption; and excepting swimming pools, jetties and bulkheads which have been properly approved by the Association in accordance with paragraph 10 hereof.” Any violation of paragraph 15, of the Sparkling Waters CR&R will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in paragraph 15.

XI. CR&R paragraph 17.1, Assessments

“Each owner of a lot to which these covenants, restrictions and reservations are applicable shall be required to participate as a member of SPARKLING WATERS HOME OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, which corporation has been organized to provide a means by which the

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owner of lots within the subdivision may collectively share the 1/42 expense of repair, replacement and maintenance of all private streets of the subdivision, repair, replacement and maintenance of the subdivision entrance fence, the repair, replacement and maintenance of the street lighting and the electric bills of these lights, and repair, replacement and maintenance of the gazebo constructed in the common area. In addition, the Community Boat Dock, which includes the main walkway and all platforms, is a common area, a common expense of the Association, and may be used by all members of the Association. The Association has now constructed a community boat dock to accommodate 12 boat slips. The boat slips, which are depicted on the drawing shown in Exhibit A, shall be available solely for the use of the Owners who have an Assignment and a written agreement with the Association ("Agreement")." If the member is more than 90 days delinquent in paying monetary obligations, to include annual assessments, special assessments and slip maintenance fees, due to the association, the association will suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. A delinquency of 90 days will result in a late fee of not more than \$100. If fees are not paid, additional late fees will be assessed at an annual rate equal to the prime rate on a monthly basis.

XII. CR&R paragraphs 17.2 through 17.11, Mooring Facility

"17.6. Boat Slip Owner shall not injure, nor mar, nor in any manner deface the Boat Slip or Mooring Facility, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced. 17.7. Boat Slip Owner shall make no alteration or improvements to the boat slips, finger piers, Community Dock or Mooring Facility and shall install no pilings, dock boxes, on other equipment or apparatus, without the prior approval of the Board of Directors." Any violation of the CR&R paragraphs 17.2 through 17.11 and the Sparkling Waters Mooring Facility Rules and Regulations, of the Sparkling Waters Homeowners Association will result in a fine of not more than \$100 upon 15 days prior written notice. The SWHA reserves the right to levy additional fines for a continuing violation of the provisions in the Mooring Facility Rules and Regulations. Mooring Facility Rules and Regulations shall apply to all Sparkling Waters residents, not just slip owners. SWHA shall have the right, but not the obligation to make the repairs and the Boat Slip Owner shall be responsible for the reimbursement of all costs incurred by the Association in connection with such repairs.

Provisions of the Mooring Facility Rules and Regulations:

- 1. The annual Slip Fees shall be determined by the Board of Directors of the Association, which shall annually estimate the expenses of the Association for the ensuing year, plus any deficit from the preceding year, as well as a reserve for the payment of indebtedness or other corporate purposes, and shall levy assessments in writing to all Slip Assignees to meet such expenses. Payments shall be made as directed by the Association Treasurer.*
- 2. Slip Assignees must be current on all assessments to the Association, including both standard Association annual assessments and Slip Fees, in order to use the Mooring Facility and Boat Slip.*
- 3. The Mooring Facility shall be used only on a non-commercial basis by and for benefit of the authorized Boat Slip users. Authorized users are Slip Assignee, Assignee's family and accompanied guests, or Assignee's tenant. See further details under Section XIII Sparkling Waters Amenities.*
- 4. Any vessel moored in a Boat Slip must be registered or documented in the name of the authorized Boat Slip user.*
- 5. Boat Slip users must maintain vessel liability insurance on any vessel moored.*
- 6. Live-aboards are prohibited on any vessel moored at the Mooring Facility.*

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7. *No boat shall be moored outside of a designated slip in the Mooring Facility*
8. *All vessels shall be moored in a seamanlike manner with minimum ½ inch nylon dock and spring lines, unless in a boat lift. Vessels or other structures moored in the slip must not bang against the dock structure or finger piers due to wave or tidal action.*
9. *No supplies, equipment, or other items shall be left on the docks. Boat Slip users shall ensure the Mooring Facility is clean, and all trash and other refuse is removed after each use.*
10. *All electrical lines from the dock to the boat must be three wired, grounded extension lines designed for marine use. Power and water stanchions will not be used to secure power cords, hoses or other lines.*
11. *Boat Slip users shall not use, nor permit others to use the Mooring Facility for any disorderly or unlawful purpose. Boat Slip users and all guests will at all times conduct themselves in a quiet and orderly manner.*
12. *Boat Slip users shall remove vessel from Mooring Facility if directed by the dock master (due to adverse weather/hurricane, required repairs, loss of use privileges, etc.).*
13. *Boat Slip users shall require all rules and regulation to be faithfully observed by family, guests, employees, tenants and other persons using the Mooring Facility with the Boat Slip user's express or implied consent.*

XIII. Sparkling Waters Amenities.

Sparkling Waters has several amenities. They are the Mooring Facility, the Gazebo, and the Beach Area. There are two parts of the Mooring Facility: the Boat Slips, and the Common Dock. The Gazebo and Beach Area will be referred to hereafter as "Gazebo." Privileges available for the various Sparkling Waters amenities available to persons of various categories shall be as specified in Table 1 below. For the purpose of Table 1, the following definitions apply. A Boat Slip Assignee is the person or persons who signed a Boat Slip Assignment and Agreement with SWHA. Immediate Family means parents and children of the owner/assignee. Permanent household means someone who resides in the home, lists the home as their address, receives mail, and in all other respects treats the home as their domicile. Accompanied use means using the amenities while being accompanied 100% of the time by an authorized host.

- **Security Door and Keys**

All SWHA amenities are secured with a locked security door. Keys have been distributed to the owners and tenants. No one shall give keys to the amenities to anyone authorized only for accompanied use for the purpose of using the facilities without being accompanied. All keyholders shall surrender keys upon SWHA request if property is sold or if the holder loses privileges to the amenities. Failure to turn in keys when requested will result in a fee of \$250 to reimburse the SWHA for the cost of re-keying the lock and distributing new keys. Since this is a fee and not a fine, it is not subject to protest or appeal.

- **Host and Guest Requirements**

No guest shall be eligible to act as a host. Each Host shall be limited to two (2) guests without prior approval. If using multiple Hosts to allow more than two guests, all Hosts shall be present at all times. If an owner/tenant would like to request more

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guests for a party or function, they shall request permission in advance of the event. The requesting owner/tenant shall submit a list with the names of the guests and the age of all guests under 40 years old. The request shall be approved by an Officer of the SWHA. While using Sparkling Waters Amenities, all guests shall be required to show ID upon request, and all coolers, bins, and containers are subject to inspection by the SWHA Officers or the Dock Master/Assistant Dock Master.

Table 1

Personal Category	Privileges
Owner and permanent household	Use of Common Dock/Gazebo; Host
Owner's non-resident Immediate Family	Use of Common Dock/Gazebo
Owner's houseguest	Use of Common Dock/Gazebo
Resident tenant and permanent household	Use of Common Dock/Gazebo; Host
Other Common Dock/Gazebo Guests	Accompanied Use of Common Dock/Gazebo
Boat Slip Assignee and permanent household	Use of Boat Slip; Host
Boat Slip Assignee's non-resident Immediate Family	Use of Boat Slip
Boat Slip Assignee's houseguest	Use of Boat Slip
Boat Slip Assignee's resident tenant and permanent household	Use of Boat Slip; Host
Other Boat Slip Guests	Accompanied Use of Boat Slip

- **Host Responsibilities**

Hosts are responsible for the behavior of their guests. All authorized users and guests shall comply with the Sparkling Waters Amenities Code of Conduct at all times. Anyone violating the Code of Conduct or these Rules and Regulations may be asked to leave by an SWHA Officer or the Dock Master/Assistant Dock Master. If asked to leave by an authorized official, SWHA members or their guests shall follow the direction of the official and vacate the premises immediately. All Hosts shall cooperate with the SWHA in removing guests that are asked to leave.

- **Sparkling Waters Amenities Code of Conduct**

All Users, Hosts, and Guest shall:

1. Use the amenities for their intended purpose;
2. Follow the Mooring Facility Rules and Regulation if using those facilities;
3. Not interfere with other person's ability to enjoy the amenities;
4. Not use or display foul or abusive language or gestures;
5. Not threaten, intimidate, or verbally abuse any other person;
6. Not appear to be intoxicated or in a position of diminished capacity;
7. Not engage in any illegal or unsafe activity; and
8. Not otherwise be disorderly or disruptive.

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- **Parking.**
There are no common parking facilities in Sparkling Waters. Shimmering Lane and Radiant Circle are private roads, and parking on the street in front of homes is reserved for the residents of those homes and their authorized guests. All hosts of guests using the Sparkling Waters Amenities shall have their guests park at their home and walk to the amenities. Vehicles of guests using the amenities that are parked in front of other homes are subject to being towed.
- **Fines and Penalties.**
Any violation of the Sparkling Waters Amenities rules and regulations detailed above will result in a fine of not more than \$100 per violation to the record owner of the lot. In addition, privileges to the Sparkling Waters Amenities may be suspended by the Board of Directors for a period of time to be determined by the Board depending upon the severity of the violation. If privileges are suspended, the owner will be asked to turn over the keys until privileges are restored. Use of the facilities while privileges are suspended will result in additional fines. The fines and suspension of privileges detailed herein are subject to appeal by the owner as documented in these Rules and Regulations.

XIV. Miscellaneous Violations

All other violations of the Sparkling Waters CR&R, or Mooring Facility Rules and Regulations as adopted by the SWHA Board will result in a fine of not more than \$100. The SWHA reserves the right to levy additional fines for continuing violations.

XV. Fine Process

- **Notice of Fine**
Upon the Association becoming aware of a violation that warrants a fine, the Association will send a letter notifying the homeowner of the potential fine, the appeal process, and the timeline for actions. Homeowners will be responsible for fines for offenses committed by tenants or guests. The homeowner will have 14 days to request the Association schedule an appeal hearing.
- **Appeal Hearing**
If the homeowner requests an appeal hearing, the Association will schedule an appeal hearing with the appeal committee and the homeowner within 14 days of the request for appeal. The appeal committee will be comprised of independent Association members in accordance with Florida statutes. If the appeal committee does not approve the fine, it will not be imposed. If the appeal committee approves the fine, it will be imposed and the fine imposition letter will hand delivered to the homeowner.
- **Fine Imposition Letter**
If the homeowner does not appeal the fine, or the appeal committee approves the fine, the Association will provide a Fine Imposition letter to the homeowner. The fine will be due in 14 days from the date of the Fine Imposition letter.
- **Failure to Pay Fines**
If the homeowner does not pay the fine, both the principal amount of the fine and interest will be charged. Interest will be accrued at the Prime Rate.