

**RULES AND REGULATIONS FOR
KELLWOOD VILLAGE OWNERS' ASSOCIATION, INC.
INCORPORATING AMENDMENTS THROUGH February 1, 2025**

These rules and regulations contain restrictions set forth within the Declaration of Covenants, Conditions, and Restrictions filed in the public records of Polk County, Florida as Document Number 484829 in Book 2133, Pages 609-624, rules established by the Bylaws of the Association filed in the public records of Polk County, Florida as Document Number 057162 in Book 3823, Pages 0778-0786, and additional rules and regulations adopted by the Board of Directors since the adoption of the first Bylaws on February 21, 1983. The Board of Directors is given authority to enforce these rules and regulations and to amend them from time to time as set forth within the governing documents of the Association.

1. **Each unit will be occupied or leased as a residence for a single family and their social guests and for no other purpose. Units at Kellwood Village may not be leased for terms of less than six (6) months.**
2. No business of any kind will be conducted within any residence or on any lot.
3. No noxious or offensive activity will be conducted on any lot. No lot owner will permit anything to be done or kept on the lot which may interfere with the rights of other lot owners or be a source of annoyance by unreasonable **noise, light, or odor**; nor will any lot owner conduct or permit any nuisance or immoral or illegal act on the premises.

Upon written complaint by any member of a violation of this provision to the Board of Directors, the Board of Directors will consider the complaint and may invite the alleged violator and the member making the complaint to appear before the Board of Directors or its designee. If the member making the complaint fails to appear when invited, the complaint will be dismissed. After hearing all the facts, the Board of Directors will decide the truthfulness of the complaint and whether or not the rules and regulations of the Association have been violated. Upon determination that there has been a violation, the board may

demand corrective action or refer the matter to the Fine Committee to determine if a suspension of privileges or imposition of a fine is warranted. If the Fine Committee recommends a fine and the offending member refuses to abide by the decision of the Board of Directors, the fine will be enforceable by a lien against the member's property, bearing interest at the rate of twelve percent (12%) per annum.

4. With the exceptions of customary name and address signs approved by the Architectural Committee, one (1) "For Sale" sign, or one (1) "yard sale" sign, no sign of any kind will be displayed to public view on a lot without the prior, written consent of the Board of Directors or the Architectural Committee. "For Sale" signs and "yard sale" signs shall be no greater than ten (square) feet in size, shall be displayed only on the front lawn of the lot, and shall be removed within forty-eight (48) hours of the conclusion of the sale. No sign of any kind may be placed within the common area without the prior, written consent of the Board of Directors.
5. Nothing will be done or kept on a lot or within the common area which might increase the rate of insurance relating thereto without the prior, written consent of the Board of Directors. No owner will permit anything to be done or kept on a lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common areas or which violates any law or ordinance.

6. Except for domesticated pet dogs, cats, fish, and caged birds kept within the confines of a unit, no animals, livestock, or poultry of any kind will be raised, bred, or kept on any lot or within the common areas. Domesticated pet **dogs (40 Lb. weight limit) and cats** may be walked within the Kellwood Village subdivision **on a leash** under the direct physical control of a person. **Cats & dogs may not be loose at any time while outside of the unit.** Every person who walks a domesticated pet dog or cat within the confines of Kellwood Village will **pick up and dispose of that animal's feces** within their own trash receptacles. The Board of Directors may specify an area or areas within the common area where dogs may be walked.
7. Owners will be responsible to maintain the exterior of their unit and their lot in reasonable repair. No rubbish, trash, garbage, or other waste material will be kept or permitted to accumulate on any lot or within the common areas, except that rubbish, trash, garbage, or other waste may be left at the front of the lot for collection by the Solid Waste Management Division of the City of Lakeland on designated collection days. Garbage must be placed in either **closed receptacles & in closed trash bags**; recyclable materials must be placed in recycling bins provided by the Solid Waste Management Division of the City of Lakeland. **Receptacles, including but not limited to trash cans and recycling bins, will not be kept outside of the unit so as to be visible from the common areas except for a period beginning at dusk on the day before a designated collection day and ending at dawn on the day after designated collections days. Receptacles will be removed from the front of the lot as promptly as possible after collection. If you are not going to be here for trash removal day, ask a neighbor or skip that week's collection,**
8. No fence, hedge, wall, or other dividing instrumentality nor any exterior addition or change will be made to any structure or will be constructed or maintained on any lot, except with written permission of the Board of Directors after consideration of the aesthetic effect thereof by the Architectural Committee. No exterior radio or television antennas nor any outdoor clothes-drying apparatus which has not been approved by the Board of Directors will be erected or maintained within the Kellwood Village subdivision, with the sole exception of a satellite antenna having a diameter of one (1) meter or less as allowed by the federal Telecommunications Act of 1996 and the Federal Communications Commission regulations to enforce that act. No exterior alterations to any duplex or townhouse unit will be made without the written consent of the Board of Directors after review and recommendation to the Board of Directors by the Architectural Committee. Contemplated exterior alterations, including changes to landscaping, must be submitted in advance to the Architectural Committee, including a complete description of the proposed changes or additions.
9. No outbuilding, tent, shack, garage, carport, trailer, shed, utility building, or temporary building of any kind will be erected or kept on any lot.
10. Nothing will be altered within, constructed upon, or removed from the common areas without the express written permission of the Board of Directors.
11. The streets, driveways, and parking areas within the Kellwood Village subdivision may be used only for the operation and parking of operable passenger vehicles bearing valid registration plates. The parking or storing of boats, trucks in excess of three-quarter (3/4) ton capacity, trailers, motor homes, mobile homes, houseboats, campers, commercial trucks, or similar vehicles is expressly prohibited within the streets, driveways, and parking areas. Repairing of vehicles over an extended period of time as determined by the Board of Directors is prohibited. Vehicles may not be parked on lawns or grassy areas. Each unit is allowed two (2) parking spaces in front of their unit. Excess vehicles shall be parked in the overflow/guest parking areas of the property.
12. **Drivers of vehicles will observe the posted speed limit of fifteen (15) miles per hour on the streets, driveways, and parking areas within the Kellwood Village subdivision.**

Amenities

Owners, residents, guests, and invitees must follow the supplemental rules and regulations for use of the swimming pool, which is considered a part of these Rules and Regulations by reference herein. Only a reasonable number of people are to use the swimming pool at any given time or as posted.

13. Owners who rent their unit(s) must furnish the Association with a copy of the agreement signed by the owner(s) and the tenant(s), the name(s) and telephone number of the tenant(s), and the number of residents within the leased unit. The owner(s) renting a unit must also provide a copy of the By-Laws of Kellwood Village Owners Association, Inc. and these Rules and Regulations to the tenant(s). Both the owner(s) and the tenant(s) are responsible to comply with the Bylaws and these Rules and Regulations and will be subject to enforcement by written warnings or fines as specified in rule 15 below.
14. Each member of the Association will be assessed a quarterly maintenance fee payable on the first (1st) day of the months of January, April, July, and October of each year. As of the last amendment of these rules and regulations, the maintenance fees are as follows:
 - For duplex and townhouse units — \$275.00 per quarter
 - For townhouse units —per Declaration and the Bylaws - an additional \$100.00 per quarter to offset re-roofing expenses.

If the maintenance fees due are not paid within ten (10) days of the date due, the member is subject to a fine of \$25.00. If the fee and fine are not paid within thirty (30) days of the date due interest on the amount of arrears as specified in the Declaration. The Treasurer will refer matters of late payment to the Fine Committee if the member has not made alternate payment arrangements,

15. Violation of any other rule or restriction set forth in the Declaration, the Bylaws, or these Rules and Regulations, inclusive of the swimming pool rules, will be referred to the Fine Committee, and owners will be subject to the following actions:

First Offense — Written Warning; Second Offense — \$25.00 fine; Third Offense — \$50.00 fine; Fourth and Subsequent Offense — suspension of privileges to use recreational facilities for a period of time to be determined by the Board of Directors acting upon the recommendation of the Fine Committee. The Board of Directors will have final jurisdiction regarding all alleged violations.

SWIMMING POOL RULES AND REGULATIONS

1. The swimming pool is owned, operated, and managed by the Kellwood Village Owners Association, Inc. and is intended for the private use of residents and their accompanied guests only. **Any person in the swimming pool area that is not accompanied by a resident member will be told to leave;** if an intruder refuses to leave when told to do so, the police will be called, and charges of trespassing will be made.
2. Hours of swimming pool operation are from **dawn to dusk**.
3. **Children under fourteen (14) years of age must be accompanied by an adult resident at all times while in the pool area. Children wearing diapers are not permitted in the swimming pool.** Running, unnecessary noise, and rowdy conduct are not permitted in the pool area.
4. Objects such as scuba diving gear, and the like are not permitted in the swimming pool. Floats, balls, flippers, etc. are allowed provided they do not interfere with other guests' enjoyment of the pool.
5. Shower off excess oils and creams before entering the swimming pool.
6. Before entering restrooms adjacent to the swimming pool, towel off and wear footwear to avoid slipping and falling.
7. **Glass containers of any kind are prohibited within the swimming pool area or the deck surrounding the swimming pool.**
8. **Consumption of alcoholic beverages is not permitted within the swimming pool area.** The Association will not be responsible for accidents or injuries that occur when prior alcohol consumption is involved.
9. All persons using the swimming pool do so at their own risk; no lifeguard services are provided by the Association.
10. The key for the lock on the gate into the swimming pool area will be provided to the owner(s) of each unit. The Board of Directors reserves the right to change this key from time to time for security purposes and will provide reasonable notice in advance of the new key. The owner(s) may provide this key to residents within their unit. The owner(s) or resident(s) may not provide the swimming pool gate lock key to any other person(s).
11. The rules for the use of the swimming pool are posted in the swimming pool area. The Association by its Board of Directors reserves the right to deny the use of the swimming pool to anyone at any time.
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