

**POLICIES MANUAL OF THE  
SAN MIGUEL HOMEOWNERS’  
ASSOCIATION OF TALLAHASSEE, INC.  
(Adopted August 6, 2015)**

Pursuant to the By-Laws of San Miguel Homeowner’s Association of Tallahassee, Inc. (the “Association”) Article VII, Section 1, paragraph (a), the Board of Directors of the Association has hereby adopted and publishes the following rules and regulations:

- 1     Definitions.** The following definitions shall apply to the provisions of these policies:
  - 1.1     “Association”** shall mean the San Miguel Homeowner’s Association of Tallahassee, Inc.
  - 1.2     “Board”** shall mean the Board of Directors of the San Miguel Homeowner’s Association of Tallahassee, Inc.
  - 1.3     “Community Center”** shall mean the facilities and lands located at 1230 Archangel Way owned by the Association, including but not limited to the tennis and basketball courts, soccer field, pool, rosary trail, and clubhouse (the “Clubhouse”).
  - 1.4     “Dues”** shall mean the annual amount established by the Association for the right of membership in the Association.
  - 1.5     “Exclusive Events”** shall include, but not be limited to, the following: parties, receptions, meetings, seminars, speaking engagements, or any other event where the right to attend is by invitation only.
  - 1.6     “Family”** shall mean a group of individuals living under one roof or head of household. This definition can include individuals who are not yet eighteen years of age and their parents or legal guardians. This definition does not include visiting relatives or extended family not residing in the home.
  - 1.7     “Guest”** shall mean any person or persons, other than an Owner, who are expressly authorized by the Association to use the Community Center, or invited and accompanied for a specific visit by an Owner to use the Community Center.
  - 1.8     “Owner”** shall mean any person or Family owning property within the Association.

1.9 **“Person”** shall include Owners and Guests.

2 **Dues.**

2.1 **Payable.** Dues are payable to the Association beginning January 1 of each year.

2.2 **Deadline.** Dues must be paid in full within thirty (30) days after they become payable.

2.3 **Late Fees.** The Association reserves the right to impose a non-refundable five (5) percent interest fee for every month after the deadline that an Owner’s dues remain unpaid.

3 **Community Center.**

3.1 **Right to Use.** Only Owners and their Guests have the right to use the Community Center.

3.2 **Guests.** Unless the Board declares otherwise, an Owner may bring a maximum of five (5) Guests at any one visit, provided that Guests must be supervised by an Owner who is at least eighteen years of age and that the Owner shall be responsible for any harm caused by the Guests while using the Community Center.

3.3 **Dues.** In order for an Owner and his or her Guests to use the Community Center, the Owner’s Dues and any outstanding fees must be paid in full.

3.4 **Minors.** Except as otherwise allowed by the Board, children under the age of sixteen (16) must be accompanied by an Owner aged eighteen or older while using the Community Center.

3.5 **Food and drink.** Food and drink will be limited to the Clubhouse and designated areas only.

3.6 **Drugs and alcohol.** Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Community Center.

3.7 **Smoking.** Except in designated areas, smoking is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to

the extent not prohibited by law smoking is discouraged in all areas other than designated smoking areas.

- 3.8 **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Owners and Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- 3.9 **Courtesy.** Owners and their Guests shall treat all staff members and other Owners and Guests with courtesy and respect.
- 3.10 **Profanity.** Loud, profane or abusive language is prohibited.
- 3.11 **Horseplay.** Disorderly conduct and horseplay are prohibited.
- 3.12 **Excessive noise.** Excessive noise that may disturb other Owners and Guests is not permitted.
- 3.13 **Littering.** Owners and Guests are responsible for cleaning up after themselves and helping to keep the Community Center clean at all times.
- 3.14 **Firearms.** Firearms are not permitted in the Community Center unless the Owner is authorized to possess and carry a firearm under Florida law.
- 3.15 **Trespassing/loitering.** There is no trespassing or loitering allowed at the Community Center. Any individual violating this policy may be reported to the local authorities.
- 3.16 **Compliance with laws.** All Owners and Guests shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any rules and policies of the Association, while present at or using the Community Center and all Owners and Guests shall ensure that any minor for whom they are responsible also complies with the same.
- 3.17 **Disclaimer.** All Persons using the Community Center do so at their own risk and agree to abide by the rules and policies for use of the Community Center. The Association assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to or loss of property arising from use of the Community Center, or from the acts, omissions, or negligence of Persons using

the Community Center. Owners are responsible for their actions and those of their Guests.

### **3      Reservation of the Clubhouse.**

**3.1      Conditions.** Unless the Board specifically authorizes otherwise in writing, Owners may reserve the Community Center’s clubhouse (the “Clubhouse”) for an Exclusive Event under the following conditions:

**3.1.1** Only Owners at least twenty-one (21) years of age may request to reserve the Clubhouse. Owners may reserve the Clubhouse for a number of Guests beyond five (5) Guests, but at no time may the total number of Persons attending an Exclusive Event exceed 75.

**3.1.2** Owners are discouraged, but not prohibited, from reserving the Clubhouse for Exclusive Events which they do not plan to attend.

**3.1.3** Owners may request to reserve the Clubhouse by completing and submitting an Exclusive Event application along with a \$100 fee, \$75 of which shall be refunded to the Owner in the event the Owner complies with all of the terms and conditions outlined in the Exclusive Event application (see below). If the Owner’s Exclusive Event application is declined, the entire \$100 fee shall be refunded. The Exclusive Event application shall identify to whom these items must be sent and may also identify additional rules and regulations concerning reservation of the Clubhouse for an Exclusive Event. A copy of the Exclusive Event application adopted by the Board and incorporated by reference herein is attached to these Policies as Exhibit “A.”

**3.1.4** Owners’ Dues and any outstanding fees must be paid in full in order to reserve the Clubhouse for an Exclusive Event.

**3.1.5** The Board reserves the right to require a deposit to cover potential damage to the Clubhouse during an Exclusive Event.

**3.1.6** Owners shall be limited to four (4) Exclusive Events per calendar year. The Board may authorize an Owner to reserve the Clubhouse for additional Exclusive Events provided the Owner pays an additional \$400 nonrefundable fee to the Board per Exclusive Event.

**3.1.7** No Exclusive Event may exceed the Clubhouse's capacity limit as identified by the Leon County fire marshal.

**3.1.8** The volume of live or recorded music must not violate applicable county or city noise ordinances, or unreasonably interfere with resident's enjoyment of their homes.

**3.2** **Board Discretion.** The Board reserves the right to approve or decline any application for an Exclusive Event, including but not limited to Exclusive Events that it deems, in its absolute discretion, to be offensive, controversial, or otherwise contrary to the values and interests of the community.