

OAK BLUFF OF DAYTONA HOMEOWNERS ASSOCIATION, INC

RULES, REGULATIONS AND RESTRICTIONS

To better inform our **residents** and to align with the standards set by the **Oak Bluff Homeowners Association Covenants and Restrictions, the Board of Directors** has **compiled these KEY POINTS** for all homeowners and residents.

NOTE:

These Restrictive Covenants already exist and have been categorized for ease of perusal by the reader. A note has been added for page numbers and sections where the paragraph may be found in the Restrictive Covenants. All statements may be found in ARTICLE II, RESTRICTIVE COVENANTS, VOLUSIA COUNTY RECORDS, BOOK 4533, PAGES 303-312.

ANIMALS: (Sect 2.3 Pages 305-306)(B)

To maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats and other domesticated household pets and shall reserve the right to **address the following:**

1. All domesticated household pets must be leashed when not on **their** owner's property and are prohibited from roaming at large outside of their own yard, regardless of your ability to control your pet verbally.
2. **The OAK BLUFF RESTRICTIONS** requires lot owners keep their pets from making excessive noise **and not** disturb other **residents**
3. Pet owners are required to pick up all animal waste immediately
4. Sect 2.3 (B)
 - a. No livestock, horses, goats, pigs, poultry or other animals of any kind or size shall be raised, bred or kept on any lots; provided, however, dogs, cats or other domesticated household pets may be kept as long as they are not raised or kept for commercial purposes.
5. **The Association reserves the right to** adopt other such rules and regulations as may be necessary to carry out the purposes of this restriction.
6. All Rules and Regulations shall be consistent with the CITY OF DAYTONA BEACH ANIMAL CONTROL ORDINANCE.

Assessments (Sect 2.2. Page 304 (A))

A: Covenant for Maintenance Assessments of the Association

1. Assessments shall be used for the maintenance and repair of the surface water retention pond or **the retention pond** stormwater management systems including but not limited to work within retention **pond** areas, drainage structures and drainage easements
2. Assessments shall be used to maintain common facilities within the subdivision.
3. Common facilities such as landscaping, and the stormwater retention pond shall be maintained, repaired or replaced utilizing the funds from the Association

BACKGROUND CHECKS (NEW)

1. **Beginning January 1, 2026, the Oak Bluff Homeowners Association reserves the right to perform Background Checks on all new prospective purchasers and renters. A third outside party may perform background checks.**
2. **All new purchasers or renters must be able to maintain Community Standards and shall not pose a danger to the community**
3. **Financial Stability - All new purchasers or renters must have the ability to pay all dues and assessments and maintain the property according to community standards, thereby preventing financial responsibility from becoming a community issue.**
 - a. **If an existing homeowner of the Oak Bluff Homeowners Association seeks to purchase another property within the community, all their present dues and assessments on any said existing properties must not be in arrears.**
 - b. **Automatic denial will follow until all past dues and assessments on all properties in arrears are paid in full**
4. **All Background Checks must be based on criteria that are uniformly applied to all applicants to avoid discrimination under the Fair Housing Act.**
5. **The Oak Bluff Homeowners Association shall not deny any new prospective buyers based on belonging to a protected class and background check criteria shall not disproportionately affect minorities**
6. **Criteria should be relevant to the safety and welfare of the community as a whole and will be applied consistently and fairly to all applicants.**
7. **The Fair Housing Act prohibits discrimination based on race color, religion, sex, handicap, familial status or national origin**
8. **Background check applications shall be restricted, and application shall be denied due to the following, which would compromise the safety and welfare of the community as a whole**
 - a. **Recent and significant criminal convictions within the last seven (7) years, not just arrest records**
 - b. **violent felonies,**
 - c. **sexual offenses**
 - d. **serious drug related charges**
 - e. **domestic violence and assault**

- 9. Individuals with sealed or expunged records may not have that information appear on any Background Checks nor shall these records be held against the applicant.**

CARPORTS / VEHICLE PARKING

1. No boats, boat trailers, recreational vehicles, motor homes, house trailers, commercial vehicles, landscape **trailers**, or **motorcycle trailers**, shall be parked, placed or stored within Oak Bluff unless they are kept fully enclosed in a garage, **under a carport**, in the rear **yard** of a building **or in a fenced in yard**.
2. Vacant lots cannot be used for parking any vehicles, including those mentioned above.
 - a. Carports are to be used for parking vehicles.
 - b. Parked vehicles should not block public sidewalks as per Florida State Statute 316.1945(1)(a)(2) and City of Daytona Beach Ordinance 94-40 (a)(1)(b)
3. Owners are expected to keep their carport and yard(s) free from clutter or excessive storage
4. Parking vehicles on grass is prohibited.
 - c. This includes the grass on your property or grass between the curb and sidewalk.
 - d. Daytona Beach City Code allows parking on the street.
 - e. Vehicles must be parked with the flow of traffic and may not remain on the street for more than 24 hours. Parking on the street is only acceptable if your carport and driveway are already occupied with vehicles
 - f. Sect 2.3 (E) –Abandoned, unlicensed, unregistered, inoperative, uninsured cars, trucks, motor homes or other types of vehicles shall not be kept under your carport.
 - g. Abandoned, unlicensed, unregistered, inoperative, uninsured cars, trucks, motor homes or other types of vehicles shall not be allowed to remain on any lot.
 - h. There shall be no major repairs performed on any motor vehicle on any lot in Oak Bluff
 - i. Minor repairs may be performed to said vehicle while under **the property** owner's carport only

Construction/Plumbing Sect 2.3 (o) book 4533, page 308

1. During any construction or addition(s) to any lot/home, or prior to installing any home on any lot, the lot owner shall obtain a building permit from the City of Daytona Beach. Each permit must be displayed in full view from the street.
2. Lot owners shall not make any **major** modifications to your home, **or perform any type of major construction** or **major** plumbing **projects** without first submitting a proposal **plan** to the **City of Daytona Beach's Permit Office and shall obtain the proper permits before the commencement of construction**
 - **Any minor repairs or replacements done by any homeowners is allowed**

3. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof and shall be observed
4. Sect 2.3 (R) book 4533, page 309
Prior to obtaining a city building permit and the set-up of any home on any lot in Oak Bluff, a plot plan must be submitted to the Board of Directors of the OAK BLUFF HOMEOWNERS' ASSOCIATION, INC for approval.
5. During the set-up of any home, each lot owner must construct or comply with each of the following items:
 - a). All city building codes, zoning ordinances and regulations must be observed
 - b). Concrete patios and screen rooms with aluminum roofs are (optional)
 - c). Concrete carports with minimum dimensions of 10 feet by 20 feet (width x length), shall be covered with **a metal type roof only**.
 - d). **A shingle type roof on carports is not allowed.**
 - e). In addition to the 10' x 20' carport, a utility room may be constructed as follows
 - f). **The interior walls shall be constructed of aluminum or wood type framing,**
 - g). **The exterior walls shall be constructed with vinyl lap siding or concrete board and shall** extend from the concrete carport floor to the carport metal roof.
 - h). A utility room may extend off said concrete carport, but must remain a part of, and attached to, said concrete carport and metal roof
 - i). Concrete driveways shall be a minimum 10 feet (10') wide from the street to the carport
 - j). Permanent steps may be constructed of concrete, **wood, composite material or brick** leading from the ground level to the door(s) or patio level of the home.
 - k). Trailer type portable steps are not allowed
 - l). The bottom or skirting area of any home must be enclosed on all four (4) sides, except for air vents, with underpinning of solid sheeting material constructed of vinyl lap siding, **(of brick or stone style design)**
 - m). **All lawns must be constructed of sod or a sod type material such as hydroseed.**
 - n). **Stone or wood mulch** may be used as lawn landscaping on any lot in Oak Bluff.
 - **Shredded rubber mulch or sand may not be utilized as lawn landscaping material except in area of playgrounds for children**
 - o). The front yard of any lot shall be limited to 30% impervious **(water-resistant)** coverage
 - p). Within sixty days (60), the full setup of any **new** home and additions must be completed, **any extension must be** approved by the **City of Daytona Beach. The City of Daytona Beach may have not completed the full construction approval of said home before issuing an occupancy**
 - q). Placement of the mailbox shall coincide with the approved plans.

EASEMENTS (Sect 2.2. Page 304 (B).)

B: Easement for Access and Drainage

1. The Association shall have a perpetual non-exclusive easement over all areas of the surface water retention **pond, and the retention pond** stormwater management system including but not limited to work within **all retention pond** areas, drainage structures and drainage easements.
2. By this easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water **retention pond and the retention pond** stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water **retention pond and the retention pond** stormwater management system as required by the St. Johns River Water Management District permit.
3. Sect 2.3 (F) page 307
 - No plantings or other material shall be placed or permitted to remain that may change the direction of flow of drainage channels or easements or obstruct or retard the flow of water through drainage channels in the easements.
 - The easement area of each lot and all improvements in it shall be maintained continuously by the owner of said lot.

ESTOPPELS:(NEW)

1. **Beginning September 1, 2025 the Oak Bluff Homeowners Association reserves the right to Administer fees for all estoppel requests. These fees shall include:**
 - a. **A \$100 Administrative fee**
 - b. **A \$ 25 paper filing fee**
 - c. **Any fees associated with a background check**
 - d. **All unpaid dues that have accrued for said propert**
- 2: **Beginning January 1, 2026 Background checks shall be applicable to all new purchasers and renters. Please refer to the appropriate BACKGROUND CHECKS category in this document for information**
 - a. **Background checks may be performed by a third party**

FENCING: SECT 2.3 (H) PAGE 307

1. Front yards shall not be enclosed by fences.
2. Fences of chain link, vinyl covered, or wood will be permitted as fencing on the side or rear yards only and shall not extend past the front plane of the home.
3. Decorative corner fences are permitted
4. All fences must be kept in good repair or removal will be required.
5. **The outside perimeter rear yard wooden stockade fences shall be the responsibility of the lot owner to repair or replace. The OAK BLUFF HOMEOWNERS' ASSOCIATION shall no longer be responsible for repairing these fences.**

- a. If # 5 of these Restrictions has been deleted, the Oak Bluff Homeowners Association, Inc. shall not reimburse any homeowners for fence repair or replacement costs that have already been completed.***

FINES: Sect 2.3 (P) Book 4533, page 308

1. No immoral, improper, offensive or unlawful use shall be made of any home, lot or any part thereof, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.
2. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed
3. A property owner shall be subject to a maximum fine of \$50.00/day paid to the Association for any violation of these Covenants and Restrictions.
 - a. The fine can be imposed until the violation is corrected or eliminated
 - b. Notice of a violation shall be submitted from the Association to the property owner on a clear and precise form indicating the date, the reason for the violation, the property owner's name and address, the violation and the monetary fine. The form must also be signed by an Officer of the Board of Directors***
 - c. The property owner shall have 30 days from the date of the notice to remedy the violation
 - d. After 30 days, if the violation still exists, the Association shall be empowered to ***impose*** the maximum fine

GARBAGE/VEGATATIVE WASTE (SECT 2.3 (I) Book 4533 Page 308

- 1. All garbage, trash, and recycling containers shall be placed at the curb no earlier than 5 pm on the eve of their respective pickup***
 - a. All garbage and trash shall be containerized for ease of pickup***
 - b. Plastic bags shall be allowed in lieu of garbage cans***
 - c. All recyclable materials shall be containerized either in municipal supplied containers or cardboard boxes***
 - d. No recyclable materials shall just be piled at the curb non-containerized***
2. All garbage and recycling containers must be removed from the curb the same day as pick-up
- 3. Yard Waste shall be placed at the curb no earlier than 5 pm on the eve of its respective pickup***
 - If you pile loose volumes of yard waste at the curb before the eve of pickup, you must notify Waste Pro (386-788-8890) for bulk pickup.***
- 4. If you hire a private contractor to clear vegetative waste, such as trees, tree limbs, grass, weeds or shrubbery from your property, it shall be the responsibility of the contractor to remove all said materials from the Oak Bluff Community***
 - a. If a contractor damages any property within the Oak Bluff Community, the contractors shall be responsible for the repair and/or replacement of the damaged area including building structures, lawns, irrigation***

sprinklers, sidewalks, driveways, streets, street signs and all appurtenances thereof

HOA DUES (Original by-laws) Article II, Membership (C)

1. Dues will be determined by the Board of Directors, which may be subject to change
2. Dues shall be set at \$ 15 per month per lot for a yearly total of \$ 180

3. HOA Dues may be paid as follows:

- a. ***Zelle (optional) through your bank at oakbluffhomeowners.com***
- b. ***Annual Payments shall be due by Jan 31***
- c. ***Semi-Annual payments are due Jan 31, and July 31***
- d. ***Quarterly payments are due Jan 31, April 30, July 31 and Oct 31***
- e. ***HOA dues that are not paid according to the bylaws schedule when due shall bear interest from the date due until paid at the rate provided in the Declaration of Covenants and Restrictions.***
- f. ***Interest rates may not exceed the rates allowed by law. If no rate is provided either in the Declaration or the by-laws, interest shall accrue at the rate of 18% per year or 1.5% per month on the amount owed.***
- g. ***If the Declaration of Covenants or the bylaws so provide, the Association may charge an Administrative Late Fee in the amount not to exceed the greater of \$ 25 or 5% of the total amount that is past due***
- h. ***Once the LOT DUES that have not been paid from prior years reaches \$ 1,000, the Association reserves the right to place a lien against the owner's property as per Florida State Statute 720.3085***
- i. ***Once the LOT DUES that have not been paid from prior years reaches***
- j. ***\$ 1,500, the Association reserves the right to begin foreclosure procedures against the owner's property.***
- k. ***Property owners shall be responsible for paying all legal fees, including, but not limited to, attorney, paralegal fees and any/all court costs incurred in connection with the collection of late assessments once lawful actions to collect said assessments on behalf of the Association has commenced.***
- l. ***HOA Dues payments that have not been paid from prior years need to be paid by November 1, 2025 of the fiscal year from which they were due or a late fee of \$ 50 per month shall be added every month until such dues are paid.***
- m. ***A Certified Letter shall be sent from the Treasurer, by October 1, to all homeowners whose HOA dues are in arrears one or more years.***
 - i. ***Property owners who ignore said letter or refuse to pay their back dues after November 1, 2025 shall be assessed a late fee of \$50 per month which shall accrue each month fine until said dues are paid***

HOME/LOT USAGE (SECT 2.3 (A)(C) Book 4533)

A: All lots and homes described herein shall be used for residential purposes only.

- A lot or combination of lots can be utilized for passive and/or active recreation **by the property owner and his family**
- Any common area recreational facilities shall be operated and maintained by the Association

Sect 2.3 (C) Book 4533 page 306

Each manufactured home must be approved in writing, by the Board of Directors of the BLUFF HOMEOWNERS' ASSOCIATION, as to its size (minimum **1300** sq ft), Its age (not over three (3) years old as of the date the owner purchases a lot in the subdivision) and the condition and appearance of said home to be placed upon any lot in Oak Bluff. **No single wide manufactured homes or Tiny homes shall be allowed in the Oak Bluff Community**

Sect 2.3 (G) Book 4533 page 307

- No structure of a temporary / permanent nature including, but not limited to, a tent, tarpaulin, canopy (**other than a carport canopy**) or other structure shall be permitted to remain on any lot.
- No structure (or vehicle) other than the home on any lot shall be used as a residence, either temporarily or permanently, **unless:**
- **Major damage has occurred, such as a hurricane, flood, or fire**
- **Property owners must than abide by all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof**

Sect 2.3 (D) Book 4533page 306 –

- Clotheslines (folding umbrella type only) shall be allowed in the rear of homes located o said property
- No radio antenna or tower shall be erected on any lot

LIENS PROCEDURE FOR NONPAYMENT OF HOA DUES

1. **PLEASE REFER TO THE ADDENDUM 1 ON THE HOA BY-LAWS**

LIGHTING Sect 2.3 (10) Book 4533 Page 310

1. Lighting within the front yard shall be limited to wall mounted fixtures, securely mounted to the exterior face of the structure.
2. No pole lighting is allowed
3. Accent lighting, ground mounted lighting and seasonal display lighting is permit

PROPERTY OWNERS' RIGHTS, Sect 2.3 (S)(T)(U) Book 4533, page 310

Sect 2.3 (V)(W)(X) Book 4533, page 311

Sect 2.3 (X)(Y)(Z) Book 4533, page 312

1. (S)The OAK BLUFF HOMEOWNER'S ASSOCIATION, INC and a majority of the property owners reserve the right to alter, amend, appeal, repeal or modify the Covenants Rules, Regulations **and Restrictions** if such right is exercised in a reasonable manner and does not destroy the general scheme or plan of Oak Bluff.
2. (T) Any notice required to be given to any lot owner under the provisions of the Declaration shall be deemed to have been properly given when mailed postpaid to the address of the lot owner within Oak Bluff, unless the lot owner has requested in writing to send such notice(s) to a different address (in which event such different address shall be used)
3. (U) All of the foregoing Covenants, **Rules, Regulations, Conditions and Restrictions** shall continue and remain in full force and effect at all times against the owner of any lot in the development, regardless of how the lot owner acquired title, until the commencement of the calendar year 2010 on which date these Covenants, **Rules, Regulations, Conditions and Restrictions** shall terminate and thereafter be of no further legal or equitable effect with respect to the property or any owner thereof; provided however, that these Covenants, **Rules, Regulations, Conditions and Restrictions** shall be automatically extended for a period of ten (10) years, and thereafter for successive ten (10 year periods, unless on or before the end of one such extension periods or the base period the owners of a majority of the lots in the development shall, by written instrument duly recorded, declare a termination of the same.
4. (U) Each herein contained shall run with the land and shall be binding upon all parties and all people claiming under them for the period of its duration
5. (V) The Declaration of Covenants, **Rules, Regulations, Conditions and Restrictions** shall run with and bind the land and each and every portion thereof, and shall insure to the benefit of, be binding upon and be enforceable by the **OAK BLUFF HOMEOWNERS' ASSOCIATION, INC**, owner of any land subject to this Declaration, and its respective legal representatives, heirs, successors and assigns.
6. (W) Enforcement of these Restrictions shall be by action against any person(s) violating or attempting to violate any of them, either to restrain the violation or to recover damages. The prevailing party shall be entitled to recover, in addition to costs and disbursements otherwise allowed by law, his/her reasonable attorney's fee in the trial by court and on appeal.
7. The failure of the Association, officer, board member, or any lot owner to enforce any **Covenants, Rules, Regulations, Conditions and Restrictions**, or other provision of this declaration, the Articles of Incorporation and By-Laws of the Association shall not constitute a waiver of the right to do so thereafter.
8. (X) In the event that any one or more of the foregoing **Covenants, Rules, Regulations, Conditions and Restrictions** shall be adjudged, for any reason, by a court of competent jurisdiction, to be null and void, such judgement shall not in any manner whatsoever affect, modify, charge, abrogate, or nullify any of the Covenants,

Conditions, and Restrictions so adjudged to be void, but all of the remaining Covenants, Conditions, Reservations and Restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

9. In the event this Declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then, in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of Florida relating to the duration of such Restriction
10. (Y) All rights and privileges of Oak Bluff Homeowners' Association, Inc, Assignee of Bucanclor, Inc., original Declarant of the Restrictions and Covenants, shall be fully assignable and transferable. In the event such assignment or transfer, the term "OWNER" as used herein shall be deemed to include such assignee or transferee.
11. (Z) This declaration of Covenants and Restrictions may be adopted by reference, as set forth herein or with modifications, in any one or more instruments shall become effective upon recordation of same in the Public Records of Volusia County, Florida.

REPAIRS AND DAMAGES Sect 2.3 (L thru N) Book 4533 Page 308

- 1: All homes and additions must be kept in repair in order to maintain an acceptable appearance to the community.
2. All storm or fire damage to any lot, home or property must be removed and/or repaired within six (6) months of the damage occurring
- 3. All minor storm damage to any lot, home or property that is not repaired within six (6) months is subject to a fine of \$ 50 per day until said repairs are made**
4. Each lot owner within Oak Bluff must correct any hazard that may endanger neighboring homes or property

SIGNAGE: Sect 2.3 (k) Page 307

1. One (1) "FOR SALE" or "FOR RENT" sign, the size of which will not exceed the maximum allowed by governmental authorities, neatly lettered, may be displayed by the owner with respect to the sale or rent of any home.
- 2: No banners or business advertising shall be permitted**
- 3. Lot owners are allowed to post "NO TRESSPASS" signs on their property to protect your property. This is covered under Florida State Statute 810.09**
- 4. Florida State Statute, under 810.09(2)(d) covers "unenclosed curtilage" (unenclosed lands or grounds directly adjacent to and connected with a dwelling)**
- 5. Under Daytona Beach's TRESSPASS ARREST SITE PROGRAM, a homeowner of an occupied land may leave a NO TRESSPASS sign posted on their property for a period of 12 months.**

St Johns River Water Management District (Sect 2.2, Pages 304/305 (A thru D))

1. The Association shall be responsible for the maintenance, operation and repair of the surface water **retention pond**
 2. Maintenance of the surface water **retention pond** or the **retention pond** stormwater management system shall mean the exercises of practices which allow the system to provide drainage, water storage, conveyance or other surface or stormwater management capabilities as permitted by the St. Johns River Water Management District.
 3. Management of these surface waters or stormwater management systems shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.
 4. Assessments shall be used for the maintenance and repair of the surface water retention pond or **the retention pond** stormwater management systems including but not limited to work within retention **pond** areas, drainage structures and drainage easements
 5. The Association shall have a perpetual non-exclusive easement over all areas of the surface water retention **pond** or **the retention pond** stormwater management system for access to operate, maintain or repair the system
 6. By this easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water **retention pond** or **the retention pond** stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water **retention pond** or **the retention pond** stormwater management system as required by the St. Johns River Water Management District permit.
 7. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water retention pond or stormwater management system.
 8. No person shall alter the drainage flow of the surface water retention pond or **the retention pond** stormwater management system, including buffer area or swales, without the prior written approval of the St. Johns River Water Management District.
 9. **No person shall draft water from the retention pond for irrigation purposes, or empty water from swimming pools or allow discharges from sumps pumps into the stormwater retention pond without the prior written approval of the St. Johns River Water Management District.**
 10. Sect 2.3 (F) page 307
 - No plantings or other material shall be placed or permitted to remain that may change the direction of flow of drainage channels or easements or obstruct or retard the flow of water through drainage channels in the easements.
 - The easement area of each lot and all improvements in it shall be maintained continuously by the owner of said lot.
- C. Amendment: Any amendment to the Covenant and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the

common areas, must have the prior approval of the St Johns River Water Management District

D. Enforcement: The St Johns River Water Management District shall have the right to enforce, by a preceding law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water, **retention pond** or **the retention pond** stormwater management systems.

Yard Maintenance (Sect 2.1, Pages 303/304)

1. All lot owners shall keep their property properly mowed and maintained, free of disease, bugs and in a presentable condition.
2. **Properties that have become unsightly and overgrown with trees, grass, weeds, shrubbery and other vegetation shall not be allowed. Lot owners, at their sole expense, shall be responsible for maintaining their own properties**
3. **Lawn fees will no longer be accepted or paid by the Oak Bluff Homeowners' Association, Inc**
4. SECT 2.3 (J) PAGE 307 –
 - All lawns and shrubbery must be trimmed and well-kept at all times
 - Seasonal or non-residents must arrange for maintenance of their yards during their absence. **The OAK BLUFF HOMEOWNER'S ASSOCIATION will no longer maintain the first 10 feet of your property at the Association's expense**
 - Compost piles or containers must be kept neat and odor-free so as not to offend neighbors
5. If a lot owner shall fail to maintain his grounds as herein required, the Association shall have the power to correct such omission and assess the cost thereof to such lot owner and impose a lien against the lot and improvements, if any, therein for the purpose of enforcing payment of such cost against the lot owner, all in accordance with and subject to the provisions of Sections 4.8 thru 4.12, inclusive of this declaration.
6. The association shall have the right to adopt rules and regulations to enforce these provisions.

MISCELLANEOUS

1. Any Code Enforcement information you may need may be obtained from the City of Daytona Beach
2. If your house is occupied by renters, it is your responsibility as the owner of the property to inform those who have rented your house of these Rules and Regulations