

**Keystone Townhomes**  
**Rules and Regulations**  
***Keystone Townhomes Owners Association***  
**Mary Esther Florida**

Updated: March 2021

Any organized and lawful society must have a set of rules and regulations; the primary purpose of this Rules and Regulations is to maintain the decor and value of the Keystone Townhomes property.

Below are the rules and regulations adopted by Board of Directors of the Keystone Townhomes Owners Association in accordance with the Articles of Incorporation and the Covenants thereof. These rules and regulations are designed to make Keystone Townhomes a safe, happy, comfortable, desirable, and decent place to live.

**WARNING: The Keystone Townhome Owners Association does NOT tolerate any illegal drug activity.  
Any such activity will be prosecuted to the maximum extent;  
including eviction and capture of the offending property to Association ownership!**

**UNIT OCCUPANCY:**

Original Covenants specify a maximum of four (4) individuals permanently residing in any Keystone unit.

**UNIT INSURANCE:**

All owners and/or residents are responsible for obtaining personal contents and liability insurance in accordance with the provisions of the Covenants. Damage to personal items is the responsibility of the owners and/or residents. The Association carries no insurance on individual units.

**ELECTRICAL SERVICE:**

All occupied units must have electrical service provided by the local electrical power provider. The use of generators, candles, or other open fire as a substitute for electricity is not acceptable. If the electrical service is interrupted, temporary use of generators may be permitted at the discretion of the Board in extreme circumstances due to natural disasters such as power outages caused by a hurricane.

**NUISANCES and DISTURBANCES:**

Owners/residents shall avoid making, or permitting to be made, loud, disturbing, or objectionable noises, and in using, playing, or permitting to be used or played, musical instruments, radios, phonographs, televisions, amplifiers, and any other noise-making devices or instruments in such a manner as which may disturb other residents. Determinations with regard to nuisances and disturbances shall be based on the current local Ordinances.

**LEASES:**

1. Every lease of a Keystone Townhome unit shall be subject to the following terms and provisions:
  - A. All leases shall be in writing.
  - B. No lease shall be for transient or hotel purposes.
  - C. No lease shall cover less than the entire Keystone Townhome unit.
  - D. No lease shall be for an initial term of less than twelve (12) continuous months.
  - E. No tenant shall use the unit for any commercial activity, and no commercially identified vehicles may be parked at any Keystone unit.
2. Tenant Screening: Each owner or agent shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his/her unit in such manner which is reasonable and prudent of landlords in Okaloosa County, Florida for properties comparable to Keystone Townhomes.

In the event that any owner fails or refuses to perform a tenant screening, in addition to the remedies of the Association as set forth in item 5 (five) below, such owner shall be liable to any party whomsoever suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the owner performed such review and research as to such matters and such matters disclosed

information which a reasonable and prudent landlord.

Further, in the event the tenant screening discloses matters which a reasonable and prudent landlord, would have unfavorable and grounds for rejection of lease approval, and such owner elects to lease to such tenant/occupant notwithstanding same, then said owner shall be liable to any party whomsoever suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.

The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any unit in the property.

3. Responsibility for Tenant Conduct: Each owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the owner's tenant, any other occupant of the owner's unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.
4. open
5. Remedies in the Event of Non-compliance. Owners who fail or refuse to conduct screening in accordance with paragraph 2 above, and from lack of screening results in damage to Keystone Townhomes occupants or owners, may be fined one hundred (\$100.00), with a subsequent fine which doubles the second month and triples the third month, etc. thereafter until such time that all of the required information is properly delivered.

#### NOTICE OF SALE:

Owners or purchasers shall notify the Association in writing of the sale of any unit within ten (10) days of the date of conveyance with either the top portion of the closing statement or a copy of the deed and shall provide the purchaser's contact address (if different from the Keystone Townhome address). The Association shall provide a current estoppel as required for sales closing.

#### CHANGE OF ADDRESS:

In the event an owner relocates, moves, or changes his/her mailing address, it is the owner's responsibility to notify the Association in writing of the new address within ten (10) days of the relocating. All such notices should be submitted to the Association's managing agent in writing or via email to "bod@kthoa.org".

#### REAR ACCESS TO THE BUILDINGS:

In accordance with emergency access requirements, access to the rear of each building may not be impeded. Fences with gates are permitted between the units of a building in Keystone Townhomes; but they must have gates, and the gates must be unlocked and passible from either direction at all times.

#### VEHICLES AND PARKING:

1. Condition of Vehicle: All vehicles parked on the property must be in good working and operating condition and must contain/display the following: a valid license plate, a valid registration sticker, a valid state inspection sticker, or any permit or license as required by the State of Florida.
2. Parking shall not block the road, it is the only emergency access route.
3. Guest Parking space is limited.
4. The area at the north end of Keystone Road is a designated emergency vehicles access ONLY. Other vehicles are NOT to be left in this area. Areas to the east and west of that area are designated playgrounds; no vehicles, no pets.
5. Vehicle Repair or Cleaning: No vehicle repairs or maintenance are allowed on the property, including but not limited to oil changes and transmission work. Minor repairs (such as changing a flat tire or jump starting a battery) are allowed as long as the repair does not take more than one (1) hour. All tools, parts, and debris associated with the repair must be stored or properly disposed of immediately after the repair is completed.
6. Violations: Any vehicle in violation of the above rules may be stickered, wheel-locked, towed pursuant to the Florida Towing Statute, or otherwise removed from the property by the Board, at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these rules. The Association exercises these remedies for rules violations.

All motorized vehicles must be parked in authorized parking spaces only. Parking spaces are not to be used for storage of vehicles, boats, campers, trailers, or storage units. Any of these items found located in authorized parking spaces are subject to removal at the owner's expense. Any vehicle not parked in a clearly marked and authorized parking space is subject to being towed from the property at the owner's expense.

#### GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:

Keystone Townhomes property includes certain general common elements: road, area north and south ends including the designated pet run area north of the north fence. Articles may not be placed or stored in these areas that detract from the visual appearance of the property, violate code, or interfere with emergency personnel or equipment.

Any request for temporary variation of the above should specify the location of the item and a description of the item and must be submitted to the Board of Directors via email to "bod@kthoa.org". Owners and/or residents must have such variation approved in writing before placing additional items on or in the general common elements or limited common elements.

Personal articles such as laundry, rugs, mops, brooms, trash cans, boxes, ice chests, household furniture, appliances, bicycles, motorcycles, barbeque grills, wind socks, banners, traditional seed bird feeders, bird houses, and bird baths are strictly prohibited from storage in the front of any unit. The display of American flags is approved. The Association may have any item(s) in violation removed without notice. The cost of removal will be assessed to the unit owner.

Banners, flags, windsocks may be displayed in the fenced patio areas provided they are not visible above the fences. No items, with the exception of plants, are allowed to be visible above the fences.

Plants may be placed in front of the units and must be well maintained. Any additions or deletions to the general common element's or limited common element's landscaping must be approved in writing in advance by the Board.

Changes or Additions to the Property: No work of any kind shall be done on exterior building walls, roofs, or on any common element by any owner or resident without the prior approval of the Board of Directors. Such work might be, but not limited to, electrical, television, computer wiring, antennas, satellite dishes, machines, or air conditioners.

No installations may be made in such a way that it protrudes the walls or roof of the unit. All old items, such as the old A/C units, must be removed and properly disposed of when a new unit is installed.

1) Unit Repairs: Owners are responsible for establishing an emergency procedure for repairing items which are the owner's responsibility. Tenants should have names and numbers of vendors to call in the event of an emergency. Owners are responsible for timely repair of all items which are the responsibility of the owner. In the event that the repair item is damaging another unit or general common/limited common elements, the Association has the right to make such repair and bill the owner for the repair.

Owners are responsible to review the Association web site and to direct tenants to review the Association web site: <http://www.kthoa.org>.

Use of General and Limited Common Elements: Individual garage, carport, and/or yard sales are not allowed at Keystone Townhomes. An annual sale by the Association may be held as designated by the Board of Directors. The guidelines for the sale are to be established by the Board. Owners may request such a sale.

Vandalism: Any damage to the general common elements or limited common elements by an owner, their guests, tenants, agents, employees, representatives, or any other parties on Association property under the authority of an owner, shall be repaired at the sole expense of the owner. If the owner fails to repair such damage, the Association may, but shall not be required to; complete the repair work and the cost of the repairs shall be levied as an assessment against the owner's unit.

Any tampering with cables or boxes, electric meters, electric boxes or any form of vandalism will result in a fine plus the cost of repairing the vandalized, damaged, or destroyed item.

Owners are responsible for the actions of their tenants, guests, agents, representative, visitors and invitees.

Public Intoxication: No open glass alcoholic containers (beer, wine, whiskey, etc.) are allowed anywhere in the general common elements. Individuals displaying evidence of public intoxication are subject to arrest by law enforcement. Alcohol consumption shall be limited to inside the unit only.

Common Play Areas: common elements located to the north and south of the buildings, are designated play areas for children or adults. Owners, their tenants, guest and invitees shall be solely responsible for any and all damage resulting in the conduct of activities in the general common elements.

Signs: For Sale and For Rent signs are permitted on the property or in front windows. Such signs shall be no larger

than the standard of 24"W X 18"H; mounted in wire frames or placed in front windows. Prices and rates may not be displayed on the sign.

Window Coverings: Acceptable window coverings are mini-blinds, vertical blinds, draperies, shutters, and curtains that are in good repair. No other window coverings are permitted. Newspaper, aluminum foil, blankets, sheets, and other non-traditional materials are strictly prohibited.

**Dumpster Use and Trash Collection:** The local trash collection authority, Waste Management, has provided a dumpster at the south end of the property. All household and kitchen garbage must be in a securely closed plastic bag or box and placed inside the dumpster. The days and time that the trash collection is available will depend on the contractual agreement with the trash collection company and is subject to change. Contact Waste Management for schedules and to request pickup of large items.

No large or heavy trash items, such as major appliances, construction debris, furniture, or exercise equipment, may be placed outside of the residential unit or discarded on the general common elements or limited common elements of the Association. **Any such items shall be placed** in the designated area next to the dumpster, **AND** the **owner or tenant MUST contact Waste Management to arrange pickup.**

Pets: All pets and their owners are subject to all city, county, and other local ordinances. Livestock, snakes, or other exotic animals and "wild" animals are specifically prohibited. No livestock or poultry of any kind shall be raised, commercially bred, kept, maintained, or harbored in any Keystone Townhome unit or anywhere on Association property. All pets must be controlled by the owner or tenant at all times.

You may read an excerpt of the Okaloosa County Ordinance about Pet Ownership Responsibilities at the end of this document. Pet Ownership is a serious matter!!!! You can be fined and lose your pet if you don't clean IT up! A pet run area is designated at the north end of the complex.

The Association makes the exceptions for fish in appropriate aquatic tanks and not more than two (2) dogs, or two (2) cats, or two (2) birds or a combination thereof per unit.

The Board of Directors reserves the right to refuse any pet that it deems to be potentially harmful to other residents of the property, such as, but not limited to vicious dogs. The Board of Directors will review written complaints from other owners and residents concerning pets. If the Board of Directors, after such review, deems the pet to be harmful or potentially harmful, or a disturbance to other residents, the Board of Directors may require the pet owner to remove the pet from Association property. Such determination with regard to the harmful or dangerous nature of an animal, as well as a disturbance or a nuisance, shall be made at the sole discretion of the Board of Directors.

All pets currently on the property as of the effective date of these rules are hereby "grandfathered" and will be allowed to remain on the property without penalty until the pet dies or is otherwise permanently removed from the unit for whatever reason. However, the pet owner shall not replace the pet unless it is in compliance with these rules. New pets coming onto the property after the effective date of these rules must comply with the requirements of these rules.

All pets must be on a leash and in the owners' control when outside the Keystone Townhome unit. All pets must be walked off the property and not on the interior of the property or any landscaped area of the property. If the dog has an accident on the property, the pet owner must pick up the waste and dispose of it appropriately. All pets must wear a collar with a current license tag, rabies vaccination tag, and any other identification tag as required by county ordinance. Owners and residents who allow their pets to run loose on the property are subject to a fine, and the loose pet is subject to being picked up by the Association or their designated representative, such as Animal Control, for immediate removal from the property without any notice to the owner or resident for not abiding by these rules. Owners and residents are fully responsible for the care of their pets.

No pet food, pet dishes, or other pet materials of any kind are to be placed outside of a Keystone unit. Owners and residents may not feed their personal pets or stray animals in the common elements at any time.

No dog or other pet shall be left tethered (attended or otherwise) to a stake, post, building, fixture, structure, furniture, or a general common elements or limited common element or object for any reason whatsoever. Pets may not be left unattended in a patio or on balcony areas.

#### ELECTRIC METERS:

Tampering with the meters is strictly prohibited. Units with electric meters must allow access for the meter reader, repairman, or maintenance personnel. All electricians who render repairs must be licensed, bonded, and insured.

#### FORMATION of a RULES and REGULATIONS REVIEW COMMITTEE:

At the Keystone Townhomes Board of Directors' discretion, a Rules and Regulation Review Committee may be established with two or more Board members and/or owners, to review appeals submitted by owners. This

committee will review the appeal and issue a recommendation to the Board of Directors. The Board will then render a decision based on the Townhomes Rules and Regulations documents, and the recommendation(s) of the Review Committee. Such a committee can be established or dissolved by a majority decision by the Board of Directors.

#### VIOLATION NOTICE:

Upon the noting or making of a complaint, the Board of Directors shall provide written notice to the owner and resident of record. Such a notice shall request that the violation(s) involved be corrected/cured not more than ten (10) days from the date of the notice and shall advise that a fine of seventy-five dollars (\$75.00) will be imposed within thirty (30) days unless the recipient requests a fine review meeting with the WST Board of Directors or the Rules and Regulations Review Committee. The notice shall state that not later than the 30<sup>th</sup> day after the date of the notice, the unit owner may request a hearing before the Board to contest the fine. Such response shall be in writing, dated, and directed to the Board of Directors via "bod@kthoa.org". Upon commencing a meeting to request their appeal, the recipient must submit a written reason for his/her appeal and will have ten (10) minutes to verbally present their request to the Board/Committee. In its sole discretion, the Board/Committee has the authority to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision will be issued to the owner within thirty (30) days of the appeals meeting.

#### IMPOSITION OF FINES:

The Homeowners' Association, under its Board of Directors, may, at its sole discretion, take action which includes, but is not limited to, fining Owners for violation(s) or to correct any violation(s) of the foregoing rules and regulations or any other infringement which, in the opinion of the Board of Directors, would be detrimental to owners, residents, and guests and/or possibly place the Association in a legal liability situation.

If a homeowner or resident is found to be in violation of any of the rules and regulations of the Association, a fine will be imposed. If this same violation is repeated by said homeowner or resident within one year of the first notice date, the fine will be doubled for the second violation. Likewise, a third violation within one year of the first notice date will render the fine being tripled, and so on. If a resident/tenant is in violation, the owner is responsible for any and all payments for the fine(s) and penalties to Keystone Townhomes Owners Association.

Thirty (30) days from the date of the violation notice or at the time an appeal is denied, a seventy-five dollar (\$75.00) fine will be assessed to the owner of the unit. Successive fines may be imposed against a single owner or resident for the same type or for different violations as set forth in each violations notice or in the Rules and Regulations.

#### Acknowledgment of the Rules and Regulations

#### OWNER RESPONSIBILITY and ACCOUNTABILITY:

Owners are completely and solely responsible and accountable for informing and educating themselves, family members, tenants, lessees, guests, property managers, employees, and any other representatives or parties on Association property under the authority of the owner for compliance with all property rules and regulations and all items contained in the Keystone Townhomes documents. Each owner is responsible for their tenants, and any guests or visitors associated with the unit, any fines for non-compliance, and the cost or repairs assessed to their unit (s).

#### AMENDMENTS:

The forgoing rules and regulations are subject to amendment by the Board of Directors. Notification of amendments will be distributed to all owners and residents at the last known address.

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#### EXCERPT:

CODE OF ORDINANCES  
County of  
OKALOOSA, FLORIDA

Codified through  
Ord. No. 04-54, adopted Sept. 7, 2004.  
(Supplement No. 6)

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#### ARTICLE II. ANIMAL CONTROL\*

Sec. 5-25. Public nuisances.

- (a) It shall be unlawful and a civil infraction for the owner or custodian of an animal to permit the following nuisances to be committed, either willfully or through failure to exercise due care or control:
- (1) No dog or cat shall be permitted to habitually chase after or otherwise harass persons or vehicles.
  - (2) No dog or cat shall be permitted to trespass on school grounds, or other public or private property, except that this restriction does not apply to dogs utilized by law enforcement agencies in law enforcement activities or to dogs trained to assist a blind, deaf or physically handicapped person when in the company of that person.
  - (3) No dog or cat shall be permitted to run at large off of the premises of its owner or custodian and upon public property, or upon other private property without the permission of the owner or occupant of such private property.
  - (4) No dog or cat shall be permitted to destroy or damage private or public real or personal property of another, or cause serious annoyance to a neighboring premises by interfering with the reasonable use and enjoyment of the property.
  - (5) No dog or cat shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located. However, a dog will not be deemed a "barking dog" if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property where the dog is situated or for any other legitimate cause which teased or provoked the dog. In the case of multiple animals at one location, it shall not be necessary to single out which specific dog or cat committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises.
  - (6) No dog or cat shall be permitted upon the public beaches of the county, unless specifically authorized by a sign clearly posted by the county.

**(b) It shall be unlawful and a civil infraction for the owner or custodian of an animal to fail to immediately remove and dispose of that animal's waste upon any public or private property when the owner or custodian of the animal could reasonably be expected to be aware of the nuisance or has received notice of the existence of the nuisance.**

Sec. 5-38. Per household dog and/or cat license required.

- (a) Licensing requirements. Persons wishing to own or harbor dogs and/or cats in the county shall be required to purchase a household animal license annually. One household animal license shall be required per household maintaining dogs and/or cats. Evidence of licensing shall consist of a county animal license certificate.
- (b) License issuance. The animal control agency shall administer and enforce a mandatory annual household animal license program for dogs and cats. A household animal license shall consist of a numbered license certificate and shall be issued by the animal control agency upon application and payment of the prescribed license fee by persons who wish to harbor or own dogs and/or cats. The animal control agency shall widely disseminate information throughout the county concerning household animal licensing requirements and the methods, either in person or by mail, by which an owner can obtain and renew a license.
- (1) An annual household animal license will be valid for a term of one year from the date of issuance expiring on the last day of the twelfth month. Renewal month will remain the same as the original month of issuance. There will be no proration of any license fees.
  - (2) Household animal licenses may not be transferred from household to household.
- (c) Lost license. In case a county household animal license certificate is lost or destroyed, the animal control agency shall issue a replacement license certificate upon receipt of \$1.00 from the owner.
- (d) Fees. The board of county commissioners shall establish by resolution the fees to be charged for licensing. This may include provision for the retention of a specific portion of the license fee by persons or organizations designated to sell licenses as reimbursement for the cost of issuing the license. The following fees are applicable to the registration and licensing of dogs and cats harbored in the county, until amended by the board of county commissioners:  
Annual animal license per household . . . \$ 10.00
- (e) Nonapplicability. The provisions of this section shall not apply to nonresidents who are temporarily within the county for a period not exceeding 30 days.
- (f) Identification. In lieu of requiring the purchase of individual dog and/or cat license tags, persons owning and/or harboring dogs and/or cats in the county shall be required to provide a form of current identification which can readily be traced and which will readily identify the owner or custodian of a dog and/or cat when off the premises of the owner or custodian. Acceptable forms of identification include, but are not limited to, a collar with ownership information affixed thereto, such as a current rabies tag and/or a personal identification tag or a clearly visible, traceable tattoo. Failure to provide such identification shall constitute a separate violation.  
(Ord. No. 92-25, § 18, 11-3-92)

Sec. 5-40. Enforcement of violations.

- (a) Unless otherwise specified herein, a violation of this article constitutes a civil infraction which may result in a maximum civil penalty not to exceed \$500.00 if contested, or less than the maximum if the person who has committed the civil infraction does not contest the action.
- (b) An animal control officer shall have the discretion for a first violation to issue either a warning citation with no civil penalty, or a citation for a civil penalty and/or a mandatory court appearance as designated in section 5-41.
- (c) Any person cited for an infraction under this article shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if such person wishes to contest the charges, or if a mandatory court appearance is required. Any person who willfully refuses to sign and accept a citation issued by an officer is guilty of a misdemeanor of the second degree, punishable by a fine of up to \$500.00 and/or 60 days imprisonment in the county jail.
- (d) Any person cited for a violation of this article may pay the civil penalty within ten days of the date of receiving the citation. If the person cited pays the civil penalty, he shall be deemed to have admitted the infraction.
- (e) Any person cited for a violation of this article may elect to appear in county court on the date and time specified in the citation to contest the citation.
- (f) If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by subsection 5-41(c), the court may issue an order to show cause requiring such persons to appear before the court to explain why action on the citation has not been taken. Any person failing to appear in response to the court's directive may be held in contempt of court.
- (g) In the event an animal is impounded for violation of this article and the owner of the animal abandons the animal to the animal control agency, the owner remains liable for all fees and penalties imposed.
- (h) Any person issued a citation for a first violation of section 5-37, "Rabies vaccination required for dogs and cats," or section 5-38, "Per household dog and/or cat license required" may have the citation dismissed upon presentation to the animal control agency of a valid, current rabies vaccination and/or household animal license.  
(Ord. No. 92-25, § 20, 11-3-92)

Sec. 5-41. Penalties.

- (a) Unless otherwise specified, any person cited for an infraction under this article shall pay a civil penalty to the animal control agency in an amount as follows:
- (1) \$20.00 for the first offense.
  - (2) \$50.00 for the second offense.

- (3) \$100.00 for the third offense.
  - (4) \$300.00 and mandatory court appearance for the fourth and any subsequent offense.
  - (b) Additional penalty for animals not spayed or neutered. The owner of an animal impounded for a second time and found in violation of this article shall be assessed an additional fine of \$100.00 if the animal has not been spayed or neutered. The owner of such animal shall have the option of paying the additional one hundred-dollar-fine or, in the alternative, shall have the animal spayed or neutered by a licensed veterinarian within ten days of the violation. If the owner elects to have the animal spayed or neutered, the owner shall present proof upon payment of the fine. The animal control agency upon acceptance of proof of spaying or neutering shall deduct the \$100.00 additional fine from the total fine amount.
  - (c) A mandatory court appearance is required for aggravated violations of this article as follows:
    - (1) The second and subsequent occurrence of unprovoked biting, attacking or wounding of a human or a domestic animal by the same animal or by an animal owned by the same person.
    - (2) The second and subsequent violations involving the destruction or loss of personal property committed by the same animal, or by an animal owned by the same person.
    - (3) The second and subsequent violations of animal cruelty laws by a person.
    - (4) The issuance of a fourth or subsequent citation to a person for any violation of this article.
  - (d) Persons required to appear in court pursuant to this section do not have the option of paying a fine instead of appearing in court.
- (Ord. No. 92-25, § 21, 11-3-92; Ord. No. 93-46, § 3, 10-12-93)