

OLYMPUS POA, INC.
RULES AND REGULATIONS (provided to Sea Breeze July, 2018)

Any member of the A.R.B. Committee shall be indemnified by the Association against all expenses and liability, including legal counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been an officer, director, or member of the A.R.B., whether or not he or she is an officer, director, or member of the A.R.B. at the time such expenses are incurred, except in such cases wherein the officer, director, or member of the A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member of the A.R.B. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, or member of the A.R.B. may be entitled.

SECTION III. PERMITTED AND PROHIBITED USES

A. Lot Restrictions. One (1) lot as shown on the plat of OLYMPUS shall be the minimum land area upon which a single-family residence may be constructed.

B. Enclosed Livable Floor Area. The ground floor area of the main dwelling structure shall not be less than 2,200 square feet for a one-story dwelling. The ground floor area of the main dwelling structure of a two-story dwelling shall not be less than 1,600 square feet. The square footage is exclusive of open or screened porches, terraces, garages, covered walks, patios, and pool areas. For the purpose of this covenant, the ground floor of a main structure of a so-called "split-level" dwelling shall be considered the two (2) lowest levels.

C. Building Height. The height of any building shall not be any more than two and one half (2-1/2) stories of thirty (30) feet in height. In the event any residential unit is destroyed or removed by, or for any cause, if replaced, said unit shall be replaced with a unit of similar size and type, however, not exceeding the dimensions of the previous unit, unless otherwise specifically approved by the A.R.B.

D. Garages. All residences must have enclosed garages which may be attached or detached to the residences but not face the street unless approved by the Architectural Review Board. All garages must be sufficient in size to accommodate no less than two (2) automobiles and have a minimum floor size of 400 square feet. All garages must have doors operated by an electrical door opener. No carports will be permitted.

E. Screening.

1. All exterior storage areas, service yards, side entries, electrical and gas meters, and air conditioner compressors shall be located or screened so as not to be visible from the streets, lake, or adjacent properties.

2. Laundry facilities, service areas, and drying yards and clothes lines must be completely screened from view on all sides.

F. Residence Graphics. The size and design of all mailboxes, mailbox standards, house numbers, and signs, including signs indicating the availability of the property by agent or owner, shall be selected and approved by the Architectural Review Board in order to display continuity and conformity throughout the entire development.

G. Refuse Removal. All garbage and trash containers must be underground or placed in a screened area not visible from adjoining lots, the streets, or the lake. No lot shall be used or maintained as a dumping ground, for rubbish, trash, or other waste.

H. Property Elevation. No changes in the elevation of the land shall be made upon the premises nor shall any fill be used to extend the property beyond the lot line without the prior written consent of the Architectural Review Board.

I. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down/ removed, or otherwise destroyed without prior written consent of the Architectural Review Board.

J. Landscaping. The minimum landscaping expenditure, including automated irrigation, on a lot where a residence is being constructed, shall be no less than \$7,000.00. Automated irrigation shall be required and installed at the time of the construction of a residence and shall be adequate to service all lawn, shrub and flower areas of each lot. Landscape elements shall be of the long life variety and shall relate to the architectural design elements. Landscape material shall be considered of a strong unifying element and shall reflect physical, functional and aesthetic qualities of the site. Expansive horizontal and vertical surfaces should be interrupted by foliage masses of the standard of Florida Fancy and Florida First Grade. Each lot shall have five (5) major trees at least twelve (12) feet in overall height at the time of planting. Any variety of palm trees susceptible to lethal yellowing disease will not be permitted.

K. Antennae. No aerial or antenna shall be placed directly upon any lot or affixed to the exterior of any building except one temporary television antenna per lot. One temporary exterior television antenna may be installed provided:

1. Said antenna does not project above the highest point of the building on which it is mounted more than ten (10) feet.

2. Said antenna is removed no later than six (6) months after cable T.V. is made available to the lot.

L. Lot Use. No lot or lots shall be used or occupied for any purpose other than residential. No business or commercial building shall be erected on any lot nor shall any business be conducted on any part thereof. This provision shall not be deemed to prohibit the Association from acquiring any lot or lots within the subdivision for such purpose or purposes as it may deem necessary or beneficial for its members, including, but not limited to, recreational purposes.

M- Construction Phase. Construction of any improvements shall commence no later than five (5) months following the written approval of plans and specifications therefore, and upon commencement, shall be prosecuted diligently and completed without stopping, within a reasonable

period of time not to exceed one (1) year. Site appearance during such construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the property. In the event the owner or his agent (contractor or subcontractor) shall fail to maintain the site as specified and continues such failure more than seven (7) days following delivery of written notice thereof from the Association, the Association may order a cleanup of the site and assess the owner the cost thereof. Such assessment shall be lienable in accordance with Section II I hereof. The Architectural Review Board shall have the power to extend the period of construction beyond the one (1) year period set forth herein provided the member makes application therefore and the Architectural Review Board determines the request is reasonable. Any extension hereunder shall be for a time certain as set at the discretion of the Architectural Review Board.

N. Temporary Residence. No out building shall be used for permanent or for temporary residences. No temporary buildings, tents, trailers, vans, shacks, tanks or temporary structures shall be erected or permitted to remain on any lot without permission of the Architectural Review Board.

O. Nuisances. No property owners shall do or permit to be done any act upon his property which is or may become a nuisance to other-property owners.

P. Pets. No animals of any nature or type whatsoever shall be kept or maintained on any part of the property except dogs, cats and other household pets normally and customarily kept, harbored and maintained in strictly residential areas. No owner shall cause nuisance to adjoining lot owners by maintaining more pets than can be reasonably housed and maintained upon his property. Any pet maintained at OLYMPUS shall be on a leash or otherwise restrained when outside the owner's residence and shall not become a nuisance to other owners in OLYMPUS.

Q. Boats, Trailers and Motor Vehicles, No boats, boat trailers, house trailers, motor homes, trucks, pickup trucks, camping trailers, motorcycles, motor scooters, go-carts, motor bikes or other vehicles, whether of a recreational nature or otherwise, except for four-wheel passenger automobiles, shall be placed, parked, or stored where they can be viewed from the streets or adjacent home sites. No maintenance or repair shall be done upon any such boat, trailer, or motor vehicle, including four-wheel passenger automobiles, except when in a building and totally isolated from public view. Subject to the approval of the Board of Directors on an individual basis, sailboats and other water craft may be moored in an orderly manner, along the shoreline of the lake.

R. Unsightly Lots. No underbrush and/or any other unsightly growth shall be permitted to grow upon any lot and no refuse or unsightly objects shall be allowed to remain thereon. In the event that any owner shall fail or decline to keep his lot free of underbrush, refuse and/or any other unsightly objects, then the Association, after providing the owner with written notice thereof, may, seven (7) days after delivery thereof, enter upon said lot and remove same and assess the owner accordingly. Such entry shall not be deemed as a trespass. Any assessment, made hereunder shall be subject to the filing of a lien therefore in the event said assessment is not paid in accordance with Section II H 3 and Section II I 1 hereof. The Association shall, at the election of the lot owner and for an agreed charge to the lot owner, maintain any undeveloped lots so agreed to which may include any and all lots owned by the Developer, so as to prevent said undeveloped lots from becoming unsightly as defined herein. Any

charge which may be agreed to hereunder shall be deemed an individual assessment in accordance with Section II H 3 hereof, and shall be subject to the filing of a lien therefore in accordance with Section II I hereof.

S. Subdivision of Lots. The owner of more than one (1) contiguous lot may apply to the Architectural Review Board for permission to use such lots as a site of a single dwelling and upon written consent of the Architectural Review Board, said contiguous lots shall thereafter be treated as a single dwelling lot. Said lots shall continue to be treated as separate and distinct lots for purposes of voting and assessment. The owner shall not be required to comply with the side yard setbacks, except as to the outside lot lines of the combined lots he owns.

T. Setbacks.

1. No building shall be erected nearer than twenty-five (25) feet to the front street line or within fifteen (15) feet of the rear property line. The setback on the side of the lot line shall be a minimum of ten (10) feet. Setbacks may be altered at the discretion of the Architectural Review Board and with the approval of the Town of Jupiter. Lots fronting on two streets shall require a twenty-five (25) foot setback from both streets unless otherwise approved by the A.R.B.

2. The composition, location or height of any fence or wall to be constructed on any lot shall be subject to the approval of the Architectural Review Board. The Architectural Review Board shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. No front or rear property line hedges will be permitted without the written approval of the Architectural Review Board.

U. Pool And/Or Patio Enclosures. The color and specifications of pool and/or patio enclosures and screening shall require approval of the Architectural Review Board. No above-ground pools shall be permitted.

V. Roofs. The roofs of structures to be constructed on single-family lots shall have a minimum, pitch of 5" in vertical dimension for each 12" of horizontal dimension. -The composition of all pitched roofs shall be tile, cedar shake shingles, slate, or concrete tile construction or other composition approved by the Architectural Review Board. Flat roofs shall be permitted only for patio, Florida rooms, porches and/or pool covering, and then only upon specific approval by the A.R.B. Any variance from this provision shall be permitted only upon unanimous approval of the Board of Directors of the Association.

W. Swales. Each individual lot owner shall maintain all swale areas abutting his lot and located between said lot and a roadway within OLYMPUS in the same condition and manner as the lots are required to be maintained pursuant to this Section III. In addition, each individual lot owner is required to sod said swale area and install and maintain an adequate automated irrigation system within or upon said swale area at such time as a residence has been constructed upon the abutting lot.

X. Sidewalks and Driveway Approaches. It shall be the responsibility and obligation of each individual lot owner to install at his expense sidewalks and driveway approaches in accordance with the requirements of the Town of Jupiter.

Y. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the Architectural Review Board, all driveways must be constructed with concrete, concrete chattahoochee or "Bomanite". Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the Architectural Review Board.

2. Games and Play Structures. All basketball backboards and any other game or play structure' shall be located so as not to cause a nuisance to adjacent property owners and shall be subject to the prior approval of the Architectural Review Board. No platform, doghouse, playhouse, or structure of a similar kind in nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon and any such structure must have the prior approval of the Architectural Review Board.

AA. Window Air-Conditioning Units. No window or wall air-conditioning units shall be-permitted.

BB. . Lake Shoreline Treatment. No docks/ piers, bulkheads, mooring devices/or other improvements shall be permitted at the shoreline of the lake or in .the lake without the prior approval of the Architectural Review Board. The shore and lake bottom may not be dredged, filled, or altered in any way. The owner of each lot lying adjacent to the lake and/or a canal shall be responsible for the landscaping and maintenance of that area of property located between such owner's property line and the shoreline of the lake and/ or canal. The owner shall maintain this area free of weeds, rubbish, flotsam and any unsightly growth, and shall sod and irrigate the area as part of the overall landscaping of his lot.

CC. Covenant in Perpetuity. "There shall be no mining, exploration or drilling for oil, gas or minerals on the subject property unless released by the Town of Jupiter or its successor municipalities.

SECTION IV. GENERAL PROVISIONS

A. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any property subject to this Declaration their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3rds) of such lots, units, or parcels as have then been subjected to this Declaration has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or.the association such right of action before any Court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner or owners of the property in violation, provided such proceeding results in a findings that such owner or owners was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or the Association in seeking such enforcement.