·COCOPLUM·

PROPERTY OWNERS ASSOCIATION OF PALM BEACH, INC.

RULES AND REGULATIONS

Board of Directors Approval Date **February 24, 2020**

Effective Date **February 24, 2020**

TABLE OF CONTENTS

GENERAL 2

ARCHITECTURAL REVIEW 4

MAINTENANCE OF UNITS, LOTS, AND LANDSCAPING 6

EXTERIOR OF UNITS 13

TRASH AND OTHER MATERIALS 15

PARKING AND VEHICULAR RESTRICTIONS 16

ANIMALS AND PETS 18

GENERAL USE OF COMMON AREAS AND RECREATIONAL AREAS 19

COMMUNITY SWIMMING POOL AREA 20

TROPICAL STORMS / HURRICANES 22

ENFORCEMENT 23

RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to Owners.

1. **RESPONSIBILITY.** With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom they are responsible, as well as for the actions of persons over whom they exercise control and supervision.

2. **OBSERVANCE OF LAWS.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Common Areas or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

3. **IMPROPER USE.** No improper, hazardous or unlawful use shall be made of the Common Areas or any Home or Lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

4. **NUISANCE.** No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Common Areas or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community.

5. **VIOLATIONS.** Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants, Restrictions and Easements for Cocoplum (the "Declaration"). All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board in accordance with the Declaration.

6. **DISTURBANCE.** No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"), (a) whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools – (suggest putting a time frame for these items) or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners/Tenants shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels, which shall disturb others between the hours of dusk and 8 AM.

7. **NO AMENDMENT.** Any of the Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Governing Documents shall control.

8. **INTERPRETATION.** The provisions of this document, as well as those of the Declaration of Covenants and Restrictions, Articles, By-Laws and any separate rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of the Declaration and the Articles, By-Laws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and The Properties, the preservation of the values of the Lots and Units.

9. **FURTHER AMENDMENT.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time with proper notice as provided for in Florida Statute Chapter 720 as amended from time to time.

RULES AND REGULATIONS

ARCHITECTURAL REVIEW

1. All Homeowners are required to submit an Architectural Control Board (ARB) Application in accordance with Article 7.11 of the Declaration of Covenants, Restrictions and Easements for Cocoplum. Separate applications are required for each improvement.

   (a) An Application for Architectural Control Board (ARB) Review may be obtained from the Property Management Company. It is required that the most current version of the form be utilized.

   (b) ARB applications must be submitted for all exterior modifications to the unit or lot. This includes but is not limited to: exterior painting, exterior walls, windows, roofs, exterior lighting, driveways, landscaping modifications, pools, screen enclosures, patios or patio extensions, awnings, antennae or satellite dishes, shutters, hurricane protection, basketball hoops, swing sets or play equipment, decorative plaques or accessories, birdhouses, other pet houses, swales, asphalting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements. All modifications must otherwise comply with the Association's Governing Documents.

   (c) **All Homeowners will send their completed ARB application, including all applicable documentation, to the Property Management Company. The application submission must include a Copy of Property Survey, marking location of improvement, a Copy of Blueprints, if applicable, Color swatches for body and trim of house if applicable, and Samples and/or Photos. If you are hiring a company to perform the work, a Certificate of Liability Insurance, a Certificate of Workers Compensation Insurance, and Contractors County License, and copy of work order/contract must be provided.**

2. Homeowners shall not start or complete any improvement that requires an ARB approval, until they have received the "Approval Response" or "Conditionally Approved" letter from the Property Management Company.

3. Homeowners must make all approved improvements in strict conformance with the approved plans and specifications.

4. Any Homeowner receiving "Conditionally Approved – See Comments" response from the Architectural Control Board (ARB) must adhere to all stipulated conditions. If a Homeowner fails to follow the conditions, the Homeowner will be declared to be in noncompliance.

5. Any Homeowner who starts or completes any improvement that requires an ARB approval without first receiving the "ARB Response," will receive a "Letter of Intent to Fine" for this violation.

6. A homeowner must notify the Property Management Office in writing when the approved work is completed.

7. If an inspection shows deficiencies once work is completed, a homeowner has 30 days to correct any deficiencies or be subject to violations, fines, or other legal remedies.

8. All ARB approvals are valid for ninety (90) days from the date of the approval. All work approved by the ARB must be completed. Homeowners are required to submit a new ARB application for each modification made to the exterior of the property.

9. All homeowners who receive an application that “Conditionally Approved” or “Denied” have the right to request the Board of Directors review their application.

(a) All Requests of this nature must be in written form.

(b) All requests must be sent to the Property Management Company 14 days prior to the Board Meeting.

(c) The homeowner or a representative must attend the Board Meeting at the time of the hearing. If the homeowner or their representative is not present the ARB ruling will automatically be upheld.

MAINTENANCE OF UNITS, LOTS, AND LANDSCAPING

1. **EXTERIOR OF UNIT**. The Owner of a Lot shall maintain all exterior surfaces and roofs, fascia and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, not to the point of unsightliness). Notwithstanding the foregoing, the maintenance of the shared components, including, without limitation, the party walls, shared fences, the roofs, fascia and soffits, and the exterior maintenance and painting shall be undertaken by the Association, and the expenses related thereto assessed solely against the Owners in the affected Neighborhood.

2. **EXTERIOR PAINT**. The Owner shall clean or repaint, as appropriate, the exterior surfaces of unit, as often as is necessary to comply with the Community standards. Architectural Control Board (ARB) approval is required.

(a) Units must be painted when signs of fading, weathering, or visible signs of age appear OR at a minimum of every eight (8) years, whichever comes first.

(b) All approved exterior, trim, and accent (front door) paint colors can be located on the current ARB application. Please contact the property management company for the most up-to-date copy of the application and questions regarding approved Sherwin -Williams Colors.

(c) The garage door, shutters, limestone accents, and all exterior plaster relief must be painted the Trim Color.

(d) Front Door may be painted either the Trim Color or one of the approved Sherwin Williams Accent Colors.

(e) All exterior Paint must be Satin Finish.

(f) If a homeowner chooses to purchase paint(s) from any site other than an authorized Sherwin Williams location, homeowner acknowledges that it must match the Sherwin Williams color exactly and will be responsible to cover all costs associated with correcting the paint if necessary.

(g) In the event paint is purchased from a location other than an authorized Sherwin Williams location, a sample of the paint must be submitted with the ARB application for approved color comparison.

(h) The Architectural Control Board reserves the right to deny an application based on factors, including but not limited to the following: roof tile color, neighbor’s home color, and home model.

(i) Architectural Control Board (ARB) Application must be submitted for any exterior painting, even when repainting the existing color.

3. **DRIVEWAY AND SIDEWALK SURFACES**. No Owner shall install on a Lot, and the Architectural Control Board shall not approve, any sidewalk, patio or driveway which has a surface material and/or color which is different from the existing size (6" x 9" rectangle and 6" x 6" square), pattern (Muster K with wide boarder), and color paver installed by the Developer. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section. The Property Owner is responsible for maintenance of the driveway, including leveling, up to the street's pavement.

4. **FENCING**. A fence is defined as any enclosure or barrier, permanent or removable, taller than six inches and of any length, that effectively divides two pieces of land. Six foot (6') White Vinyl (PVC) Fences and Standard White Continuous Aluminum Rail Fences are approved in the community.

(a) PVC Fence Height is six (6) feet and not to exceed six (6) feet on the Aluminum Rail style.

(b) All existing wood fences must be painted the approved Sherwin Williams fence color in satin Finish.

(c) The more finished side the fence must face the street, common areas, and your neighbor's yard.

(d) It is the Fence Owner's responsibility to clean and maintain both sides. If an aging section starts to lean, shore it or replace it with the current approved fence as listed above.

(e) Fences facing community common areas, including lakes, must be Standard White continuous Aluminum Rail Fence Panels and may not exceed 4-5 feet.

(f) Any fence abutting a sidewalk must be maintained to keep the outside perimeter of the fence at least twenty-four (24) inches from the sidewalk and may not encroach any easement or extend beyond property line.

(g) No homeowner may have more than one (1) type of fence material on any single lot unless a privacy gate is installed between two homes.

(h) In considering any request for the approval of a fence or wall or a hedge or other landscaping, the Architectural Control Board shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Area and may condition its approval on the hedge or other landscaping being kept to a specific height. All persons are advised that many fences and walls may be prohibited altogether or, if approved, may be subject to stringent standards and requirements.

(i) Iron, chain link, lattice, bamboo electric, and any other fence type, not defined as "approved" in this section, is not allowed in the community. Architectural Control Board may not grant exception to this rule.

(j) Existing wood fences are allowed in the community as long as they are in good condition. Otherwise, the fence will be replaced with a current approved fence as listed above.

5. **LANDSCAPING**. The Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot (i.e., those within fenced areas) in a neat orderly and attractive manner and consistent with the general appearance of The Properties as a whole, including, without limitation, maintaining low volume sprinklers.

(a) **Acceptable Sod Types.** St. Augustine Grass varieties are approved to be planted in the community.

(b) **Mowing Frequency and Maximum Height of Lawn Vegetation.** During the growing season (April 1 to October 31) lawns must be mowed *at least* twice every month. Year-round, any lawn vegetation should be no more than six (6) inches in height as measured from the top of the soil. This includes the areas of the lawn that adjoin surface structures, or adjoin hardscape, are next to utility boxes and underneath and around fences, therefore residents should take care to trim lawn vegetation that might not easily be cut by a conventional lawn mower.

(c) **Grass Encroachment of Permanent Surfacing.** Residents are required to trim or "edge" areas of their lawn adjacent to driveways, curbs and sidewalks to prevent vegetation encroachment of those permanent surfaces.

(d) **General Appearance.** The appearance of the lawn during the growing season should be predominantly green in color. Unless government authorities have issued watering restrictions, Residents should water frequently enough to encourage greening of lawns. "Bald" areas or dry spots must be treated by the resident to facilitate growth of a desirable decorative grass such as St. Augustine.

(e) **Weeds.** Lawns must be well-kept and maintained to include that lawns must be treated to remove/deter weeds.

(f) **Lawn Surface Area.** Front yard shall consist of at least sixty percent (60%) lawn / grass with no more than forty percent (40%) dedicated to landscape shrubbery or bedding area. Lots whose back-yard faces community Common Areas, lakes, and/or streets must follow the same guidelines as the front yard.

(g) **Landscape Trimming.** Landscape shrubbery, including trees, will be neatly trimmed so as to be visually appealing, symmetrical and proportionate to the property. At no time should landscape shrubbery be so thick as to prevent lawn areas from growing. Dead landscape shrubbery material must be removed within ten (10) days of browning. The exception is entire dead trees above fifteen (15) feet in height, dead trees must be removed within sixty (60) days of complete browning.

(h) **Bedding Area Maintenance.** As bedding areas are aesthetically designed to be vegetation-free except for landscape shrubbery, the appearance of weeds and even decorative grasses in bedding areas will greatly depreciate the visual appearance of a yard. Residents should maintain bedding areas by regularly pulling weeds and grasses by hand or treating the areas chemically.

(i) **Leaf or Natural Lawn Debris.** Dead vegetation matter such as leaves, pine needles, or visible clumps of lawn clippings must be bagged and placed in trash receptacles at least once per month.

(j) **Foreign Objects.** Objects that are not reasonably considered approved hardscaping should be removed from the yard daily. These include bicycles, toys, tools, garden implements, newspapers, trash, and other objects or materials not normally associated with yard decoration.

(k) **Gardens.** Vegetable gardens, whose purpose is to grow edible items, are prohibited from the front lawns and view from the road or common areas. All gardens must be maintained at all times.

(l) **Composting**. No compost materials or containers are permitted in any areas of a resident's yard.

(m) **Artificial Vegetation**. With the exception of limited season artificial plants as holiday decorations, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Board.

(n) **Community Trees**. Maintenance of trees in the common areas, as well as the trees located between the sidewalk and roads, are the responsibility of the Association. These trees should not be trimmed without prior authorization.

(o) **Visibility at Intersections**. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

(p) **ARB Exemptions.** When replacing the existing landscape with the same species/variety of small plant, bedding, mulch, or rock, approval is not required from the Architectural Control Board. Any other modification, including but not limited to changing, removing, or adding trees, modifying existing bedding size or shape, changing mulch or rock style, and changing, removing, or adding plants/hedges, requires approval of an Architectural Control Board (ARB) Application.

(q) **Fruit Trees.** Fruit trees are not allowed to be planted in the front yards. They may be planted in the backyard and must be maintained at all times.

(r) **Plants.** See attached Addendum for list of suggested plants.

6. **UNIT NUMBERS**. Unit/House Numbers must match the original community font style, color (black), and size (four inches) installed by the Developer. Numbers must be centered above the garage door inside the trim boarder. All number changes must receive Architectural Control Board (ARB) approval.

7. **EXTERIOR LIGHTING**. All exterior lighting visible from the front elevation of the Unit or Common Areas must be selected from the Association pre-approved list found in the attached Addendum. If the Unit Owner is planning to install exterior fixtures not consistent with those originally installed on their home or found in the attached Addendum, approval from the Architectural Control Board (ARB) is required prior to installation. Lights may be black, white or oiled bronze.

8. **EXTERIOR ROOF**. Consistent with the general appearance of The Properties when built, Spanish Colonial style ceramic s-tile must be used for all exterior roof surfaces.

(a) Roof should not have tiles that are loose, broken, displaced or missing.

(b) Roof should be cleaned regularly to avoid a dirty appearance.

9. **GARAGES**. Garage doors shall be maintained in good repair, with no visible dents or markings. Garage doors must be painted the approved Sherwin-Williams Trim Color and must follow the Association Document standards.

(a) Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

(b) Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units.

10. **WINDOWS**. Exterior of all windows must be white. Unless otherwise approved by the Architectural Control Board (ARB), windows on zero-lot-line must be glass block or single hung frosted/opaque.

(a) Hurricane Impact Resistant Windows, matching the above requirements, may be installed in the community once Architectural Control Board (ARB) Application is approved.

(b) Accordion Hurricane Shutters, matching the adjacent paint color where installed on windows with either trim or no trim, may be installed in the community once Architectural Control Board (ARB) Application is approved.

(c) No air conditioning units may be mounted through windows or walls.

(d) No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

(e) For all windows facing streets or common areas, interior window treatments or coverings must be esthetically pleasing from the exterior of the residence, contain neutral colors (white, gray, beige, brown, ivory, or taupe) and neutral patterns. Bed sheets, towels, aluminum coverings, or torn blinds are not acceptable.

(f) Window screens must be maintained with no noticeable rips or tears.

(g) Tint on the windows must be a color and type approved by the ARB.

11. **FRONT ENTRY DOORS**. Front entry doors shall be maintained in good repair, with no visible dents or markings. Front doors must be painted with an approved Sherwin-Williams Trim Color or Sherwin-Williams Accent Color. All changes to the front door appearance, including repainting, require Architectural Control Board (ARB) Application approval.

(a) All changes to front doors must meet Florida HVHZ (high-velocity hurricane zone) requirements.

(b) Any change to the appearance of front door handle sets must be approved by the Architectural Control Board (ARB).

(c) Hurricane Impact Resistant Glass style doors or inserts may be added to front entry doors with Architectural Control Board (ARB) approval. Design of the door must be approved by the ARB.

(d) Kick Plates may not be installed on front entry doors.

12. **MAILBOXES**. The Association is responsible for the installation for all members' mailboxes. The homeowner is responsible for keeping the mailbox clean and free of mildew and stains. If a mailbox is damaged due to the negligence of owner, or surrogate of the owner, the Association will perform the repair and invoice the homeowner for the repair's actual cost. Other maintenance (e.g., required due to a loose or leaning post) will be performed by the Association at no cost to the owner. The addition of decoration of any kind to the mailbox is not permitted decorations (please refer to Exterior of Units #3).

13. **RAINGUTTERS.** The property owner shall be responsible for keeping unit's gutters clear of debris and in operation. All units must have rain gutters installed on zero lot line elevation. Rain gutters may be white or painted to match the adjacent trim/exterior. The addition of rain gutters requires Architectural Control Board (ARB) Application approval. Seamless gutters must be used.

14. **POOLS AND OTHER WATER FEATURES**.

(a) All pools and fountains must be maintained and kept in good working order.

(b) In accordance with the Residential Swimming Pool Safety Act, all outdoor swimming pools must have a four foot (4') (or as specified under the code) tall fence or other barrier around the outer perimeter of the pool, with no gaps in coverage. Small, shallow temporary wading pools, often referred to as "kiddie pools", are exempt from fencing requirements.

(c) Pool screen enclosures must be kept in good repair, with no missing panels, signs of rips/tears, rust, or deterioration.

(d) All water features must be maintained to limit growth of any organism in the water, including insects, fish, reptiles, and amphibians. This includes maintaining pH and chlorine levels in all fountains, water features, pools, and Jacuzzi/hot tubs.

(e) Above ground swimming pools or Jacuzzis are not permitted.

15. **RENEWABLE RESOURCE DEVICES**. Nothing shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board and with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties. Architectural Control Board (ARB) approval is required.

16. **LAKEFRONT PROPERTY**. As to all portions of The Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lakes.

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No motorized boats of any type shall be used on any lake which is part of the Common Areas.

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(d) Each applicable Owner shall maintain his Lot to the line, adjoining the Lot, of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(e) No landscaping (other than that initially installed or approved by Developer), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

(f) From here on in, use of the lake or body of water for lot irrigation is prohibited unless previously approved in writing through the upgrade package from the Developer.

RULES AND REGULATIONS

EXTERIOR OF UNITS

1. **HOSES**. All hoses should be stored neatly on a hose reel or holder when not in use.

2. **ENTRY ACCESSORIES**. Decor on the front door/porch shall be well-maintained, inoffensive, appropriate, and in keeping with the community's aesthetics.

3. **HOLIDAY DECORATIONS**. Outdoor holiday lights associated with Christmas, Hanukah, etc., shall not be illuminated before Thanksgiving and must be turned off completely and removed by January 15th. Other seasonal decorations should be displayed for no longer than thirty (30) consecutive days. Decorations that prove to be a nuisance, produce excessive glare or noise or endanger the health and welfare of the community, visitors or residents are not permitted.

4. **SIGNS**. No sign of any kind shall be displayed to the public view on any Lot except as listed in the Association documents.

5. **YARD ART**. No yard pieces or yard art, including but not limited to sculptures, statues, furniture, pots or potted plants, and other freestanding or attached works, whether for decoration or otherwise shall be permitted outside of the home which are visible from the streets without prior Architectural Control Board Approval.

6. **FLAGS**. Flags may be displayed in accordance with Florida Statutes 720.304.

7. **LANDSCAPE ACCENT LIGHTING**. To be considered by the Architectural Control Board (ARB), landscape accent lighting should be: of professional grade, white high or low voltage light; the fixture color should blend with the surrounding area (i.e. black, browns, or greens); the entire fixture should be hidden when possible, but in no case may it be more than six (6) inches above the ground, unless approved by the ARB; and the beams should be directed away from all adjacent property.

8. **EXTERIOR ANTENNAS**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except with Architectural Control Board (ARB) approval. All exterior antennas, satellite dishes or similar equipment must not distract from the front elevation of the Unit.

9. **AWNINGS**. Permanent or Retractable awnings attached to home covering a rear patio are allowed with Architectural Control Board (ARB) approval. Awnings must be approved by the ARB for type and color. Awnings are to be kept clean and in good repair.

10. **TEMPORARY STRUCTURES**. Except as may be approved no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently. Prohibited structures to further include but not limited to tents, Gazebos, Tiki Huts, shacks, barn, or out-buildings. No Temporary structure of any kind shall be allowed without the written consent of the Architectural Control Board (ARB).

11. **BASKETBALL HOOPS**. Permanent backboards of any type are not permitted. Portable units are permitted provided they are kept on the driveway, adjacent to the home or on their rear patios if not facing a common or lake area and in good appearance.

12. **GAS TANKS**. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and/or such other tank as is designed and used for household purposes and approved by the Architectural Control Board.

13. **OTHER OUTDOOR EQUIPMENT**. Any outdoor equipment such as, but not limited to, air conditioning units, pool pumps, and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any new equipment nevertheless be approved by the Architectural Control Board. No approval for air conditioning units replacing the lot/unit owner's current air conditioning unit will be required.

RULES AND REGULATIONS

TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall not be placed, dumped or permitted on any part of the subject area including Lots and Common Areas.

2. Trash that is placed at the front of a Lot in order to be collected may be placed and kept at the curb on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pickup on the day of collection.

   (a) Garbage Service and Trash/Bulk Item collection occurs as listed on Solid Waste Authority Guidelines.

   (b) Garbage Service, Trash/Bulk Items, Recycling, and Yard Waste collection as listed on Solid Waste Authority Guidelines.

   (c) For more information please visit the SWA.org website.

3. All trash must be placed in appropriate containers.

4. Except when placed for collection, all containers, dumpsters and garbage facilities must be kept inside the home or garage.

5. No odors shall be permitted to arise from trash containers so as to render any portion of the property unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.

6. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the property.

7. Each owner shall regularly pick up all Trash around his Home and Lot.

Contact *Solid Waste Authority of Palm Beach County*
for information about waste collection at 561-697-2700.

RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. There will be NO parking in the streets, grass, or any portion of the common areas (other than designated guest/resident parking in the pool area with a pass from the Guard House).

2. Street parking is strictly prohibited at any time except approved guests and vendors if the driveway is full and an approved parking pass is given and placed in a visible location of the vehicle.

3. Any violation reported or seen by management will result in one violation letter as a warning and then notice to fine if seen again. Fines are $100 per day up to $1,000 per violation.

4. Daytime street parking will be permitted with a guest pass from the Guard House on the designated street side as listed on the guest pass received from the guard house.

5. Resident parking shall be permitted only on driveways and inside garages.

6. There will be no parking on the grass or common areas (other than designated guest/resident parking in the pool area with a pass from the Guard House) at any time, including resident's front lawn and the swales. There shall be no parking of a vehicle on the street within an intersection as provided for in the Palm Beach County Code of Ordinances.

7. If parked on driveways, vehicles shall not obstruct traffic on the streets.

8. Homeowners and tenants are not permitted to park overnight in recreational area parking lot unless with an approved parking pass.

9. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.

10. The overnight parking of boats and commercial vehicles is not allowed unless within the garage of the Home and with the garage door closed. As otherwise provided for in the Declaration, trailers, motor homes and recreational vehicles shall not be parked in the Community.

11. Disposal of drained automotive fluids is not allowed within the Community.

12. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owners expense, unless parked on the Owner's driveway or inside the Owner's garage.

13. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.

14. No Owner shall keep any vehicle on the Lot, which is deemed to be a nuisance by the Board.

15. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.

16. Car washing shall be permitted only on an Owner's driveway.

17. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the community.

19. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. It such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

20. The operation of off-road vehicles and other non-licensed or non-registered vehicles are prohibited in the Community. There is an exception for all motor vehicles classified in this section, if said vehicles are otherwise permitted to be operated on the paved streets of Palm Beach County and said motor vehicles are properly registered with the State and insured. The above exception includes the use of a golf cart and same may be driven on the Association roads. Any alterations to a standard golf cart that increase the vehicles speed or alters its performance capabilities form a standard golf cart required Association approval.

21. Vehicles may not park horizontally on a driveway.

22. Any violation of the established parking rules reported or seen by management will result in the following:

(a) First violation: A warning will be issued.
(b) Second violation: Vehicle towed at owner’s expense and/or subject to fines.

23. Any Vehicle that causes a safety hazard will be towed immediately with no notice.

24. Commercial vehicles are not allowed as listed in the Association Documents.

RULES AND REGULATIONS

ANIMALS AND PETS

In accord with The Palm Beach County Animal Care and Control Ordinance:

1. Ordinary household domestic pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, mice and creatures normally maintained in a terrarium or aquarium.

2. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.

3. Unusual pets shall not be kept, raised, bred or maintained on any portion of the property, including the Home, Lot and Common Areas. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium.

4. Pet Owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold harmless the Association against any loss or liability of any kind or character whatsoever arising from having any animal on the property.

5. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio unless someone is present in the area. Outdoor pets are not allowed in the community.

6. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.

7. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Common Areas.

8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations listing the name and address of its owners.

9. If any pet becomes obnoxious to the Owners, residents, or any other individual by barking or otherwise, the pets Owner shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association shall be required to remove the animal.

10. No Owner shall inflict or cause cruelty upon or in connection with any pet.

11. Any pet must not be an unreasonable nuisance or annoyance to other residents or the subject property.

12. The Association may require any pet to be immediately and permanently removed from the subject property due to a violation of this section.

13. No aggressive dogs are permitted within the community. The Association shall take and all action necessary for the removal of said dogs.

RULES AND REGULATIONS

GENERAL USE OF COMMON AREAS AND RECREATIONAL AREAS

1. **Responsibility**:

(a) With respect to the use of Common Areas and Recreational Areas, an Owner shall be held responsible for the actions and conduct of his family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.

(b) Any damage to Association Property, including the Recreational Areas or equipment therein, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the owner.

(c) The use of the Recreational Areas by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.

(d) The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreational Areas regardless of where such property is kept, checked, left or stored on the premises.

2. **General Use Restrictions**:

(a) The Recreational Areas shall be solely for the use of the Owner and his family members, guests, invitees, guests or tenants, subject to the provisions of the Association Documents.

(b) Residents shall accompany their guests, invitees or tenants to the recreation areas.

(c) Pets shall not be permitted in the Recreational Areas.

(d) The walkways and entrances of the Recreational Areas and facilities shall not be obstructed or used other than ingress and egress.

(e) There shall be no swimming, fishing or boating within or on the lakes or bodies of water within the community.

3. **Cleanliness**:

(a) It is prohibited to litter or cause debris to be put in any of the Common Areas or Recreational Areas. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.

(b) No personal articles shall be allowed to stand overnight in any of the Common Areas.

(c) No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within in the Common Areas and Recreational Areas.

COMMUNITY SWIMMING POOL AREA

1. **Pool Area Use**:

(a) THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association and its Board of Directors assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board of Directors liable for actions of any nature occurring within the pool area.

(b) Pool hours are from dawn to dusk daily. At no time shall use of the pool be permitted which is deemed disruptive to the peaceful enjoyment of those residents living adjacent to the pool area.

(c) All persons 12 years of age and under must be accompanied by an Owner or supervising adult over the age of twenty-one (21).

(d) Wheelchairs, strollers, child waist and arm flotation devices shall be permitted in the pool area. No rafts and/or similar flotation devices shall be permitted in the pool area.

2. **Code of Conduct for the Pool area**:

(a) No nude swimming shall be allowed at any age. Anyone wearing diapers must wear protective, leak-proof pants. Proper swim attire must be worn in the pool. No jean type shorts shall be allowed in the pool.

(b) No intoxicants or smoking shall be permitted on the pool Wet Deck Area (the four-foot-wide, unobstructed pool deck area around the outside of the pool water perimeter).

(c) No roller skates, skateboards, roller blades, bicycles, scooters, or scuba equipment shall be permitted.

(d) No dunking, rough play, profane language, diving, jumping, running, or pushing shall be permitted in the pool or pool area

(e) No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

(f) Use of the pool is a privilege and right of every member. Misuse of the pool area may result in action taken by the Association.

(g) Guests must be accompanied by a resident.

3. **Health and Safety considerations**:

(a) All users shall shower before entering the pool.

(b) No soaps or shampoos shall be used at the pool side shower or in pool.

(c) Persons wearing bandages shall not use the pool.

(d) Persons having any communicable disease or infections of any type (such as strep, intestinal infections, flu, pink eye, conjunctivitis, etc.), open sores, colds, coughs or inflamed eyes shall not enter the pool.

(e) No glass containers or other breakable objects shall be permitted in the pool area.

(f) All belongings shall be removed when the user is leaving the pool area. The Association and its Board of Directors shall not be responsible for any belongings lost or stolen.

(g) All rubbish, garbage, trash, refuse or other waste materials shall be placed into proper containers around the pool area provided for this purpose or removed from the pool area.

(h) A four (4) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked. The gates are the means ingress/egress to and from the pool and therefore must be kept clear of obstructions at all times, in case of emergency.

(i) In accordance with health department regulations, no food, drink or animals are permitted on the pool wet deck area.

4. **Use of pool furniture and equipment**:

(a) Pool furniture and equipment shall not be removed from the pool area, reserved for anyone not in the pool area, modified, altered or changed in any manner.

(b) Pool furniture shall be returned to an orderly position after use. Umbrellas must be lowered when not in use.

(c) Towels shall be placed on pool furniture before sunbathing.

(d) At no time shall Life saving devices (preservers, shepherd's hook, etc.) be used for play. They are for emergency use only.

5. Use of the pool area shall also be governed by-all other applicable Rules and Regulations adopted by the Board of Directors, including but not limited to those concerning the "General Use of Common Areas and Recreational Areas."

TROPICAL STORMS / HURRICANES

1. Atlantic Hurricane Season begins on June 1st and ends on November 30th.

2. **Prior to a storm:**

(a) The Owner shall be held responsible for preparation of their property and dwelling in the event of a tropical storm or hurricane.

(b) Unless impact resistant windows have been installed, storm shutters must cover all windows when a hurricane watch is issued for the area.

(c) No tree trimming will occur in the community once a hurricane watch has been issued.

(d) All loose, lightweight outdoor objects (such as patio furniture, outdoor signs, garbage cans, potted plants) must be brought inside or anchor down any objects that would be unsafe to bring inside.

(e) Depending on the severity of the storm, the Guardhouse will be unmanned. During this period, gate arms will be opened and/or removed.

(f) The Association shall not be responsible for any personal injury or any loss or damage to personal property.

3. **After a storm:**

(a) Check with local officials for cleanup instructions before disposing of debris. You can help get your garbage picked up faster if you separate it into different piles: yard debris (trees, bushes, leaves, etc.); building materials (shingles, plywood, glass, screens, carpets, etc.); appliances and electronics; furniture; and regular bagged garbage (including food).

(b) Hurricane shutters must be removed from all windows within seven (7) days after the storm has passed.

ENFORCEMENT

1. **COMPLIANCE BY OWNERS**. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

2. **ENFORCEMENT**. Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

3. **FINES**. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation with a specific set of procedures as provided for in the Association's Governing Documents and as listed in these Rules and Regulations.

(a) **Amounts**: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

Non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00) per day up to One Thousand Dollars ($1,000.00) per non-compliance or violation. Or as allowed per Florida Statutes.

(b) **Payment of Fines**: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(c) **Collection of Fines**: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein. Any residents that is delinquent more than 30 days will have all barcodes that are allocated to their home turned off until their account is brought current. All residents will have to enter the community thru the guest side.

(d) **Application of Proceeds**: All monies received from fines shall be allocated as directed by the Board of Directors.

(e) **Non-exclusive Remedy**: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

4. COMPLIANCE POLICY. As it relates to violations of the Association's Governing Documents, the Board shall apply a policy for notification and fining, as follows:

(a) At the outset, the Board will identify the violation(s) and provide the owner(s) with fourteen (14) days from the date of the aforementioned letter to correct the violation(s).

(b) Should homeowner fail to correct the violation(s), a second letter shall be sent to the owner(s) serving as a final warning that the violation(s) must be corrected within seven (7) days of the issuance of the aforementioned letter.

(c) Should the violation(s) continue on the property, the owner(s) shall receive a fourteen (14) day notice of the setting of a fining hearing before the Fining Committee.

(d) Once the Fine is issued, the matter shall be placed on hold for thirty (30) days, giving the owner the opportunity to correct the violation(s) and remit payment for the fine(s). If the owner(s) correct the violation(s) within said thirty (30) day timeframe said owner(s) may petition the Association for waiver of the fine(s). Said waiver of the fine amount shall only be issued following confirmation by the Association that the violation has been remedied.

(e) Should owner(s) fail to correct the violation(s) within the thirty (30) day timeframe as listed in subsection (d), the Association shall forward the matter to its legal counsel for the issuance of an attorney demand letter, or other remedies as the Association sees fit. Redundant.

(f) Should the owner(s) fail to correct the violation(s) following the aforementioned steps, the Association may pursue legal action against the owner(s).

FINING COMMITTEE

The Fining Committee shall be a committee appointed by the Board of Directors of the Association, The members of the Fining Committee shall not be entitled to any compensation for services performed pursuant to the Association's Governing Documents and Florida Statutes, unless engaged by the Association in a professional capacity. The Fining Committee shall have the responsibility of reviewing any and all fines brought before it based on violations of the Association's Governing Documents and shall approve or disapprove the issuance of said fine(s). All responsibilities and requirements of the Fining Committee are otherwise derived from the Association's Governing Documents and Florida Statute Chapter 720 and any and all subsequent amendments to the aforementioned documents.