

RULES & REGULATIONS

Use Restrictions per the Governing Documents

The Estates and Townhomes Governing Documents have specific rules called "Use Restrictions". They are found in Article IX, of pages 12-13 of the respective Declarations.

We are summarizing below the Use Restrictions for both Estates and Townhomes. If there are questions as to the interpretation of the Use Restrictions, the Governing Documents will prevail.

1. NO Lot can be used for anything other than residential purposes, i.e. no home-based business. No building other than a Home is allowed on any Lot.
2. NO temporary structure, shed, trailer, shack or other out-building can be used on your Lot or attached to the residence.
3. NO noxious or offensive activity is allowed on any Lot, or anything that may be an annoyance or nuisance to the neighborhood.
4. NO animals, livestock, or poultry of any kind are allowed, except for (2) household pets in total (dogs, cats or other household pets, provided they're not for breeding or any commercial purpose). Pets must be on a leash at all times. Owners must promptly remove their pet's waste and dispose of it in a proper receptacle.
5. NO signs are permitted on any Lot, except for one (1) sign, 18 in. x 24 in. advertising the property for Sale or Rent.
6. NO trash shall be allowed to accumulate on any Lot. Trash cans and recycling bins shall be placed at curbside the night before scheduled pick-up dates and shall be removed by the end of the pick-up date. ALL trash, waste or other garbage must be in covered containers and out of sight.
7. NO garments, rugs, or anything else shall be hung, exposed or dusted from windows or the front door. Outside clotheslines or drying facilities are prohibited.
8. NO parking is allowed on any portion of the sidewalks, grass or streets. NO commercial vehicles, trailers, recreational vehicles, boats, canoes, or boat trailers are allowed, except that commercial vehicles may park on the property while performing service during the day.
9. NO septic tanks or individual wells are permitted on any Lot.
10. NO garage may be improved to make it a living area. Garage doors may not be removed. Replacement garage doors must be previously approved in writing by the Board of Directors.
11. NO external window covering, reflective film or other covering is allowed (in the interior or exterior), unless previously approved in writing by the Board of Directors.
12. NO flags or banners of any type may be attached to a homeowner's unit, except 1 U.S.A. flag, 1 State of Florida flag, etc. (max size is 4 1/2 ft. by 6 ft.). Rule in the Governing Document superseded by 2004 amendment to FL Statutes 720.304(2) regarding flags.

Other Rules & Regulations

The Master, Estates and Townhomes Boards have approved these Rules & Regulations.

13. Pets: Palm Beach County ordinances require all dogs / cats to be on a leash. Failure to leash your pet, clean up and remove your pet's waste is inconsiderate of your neighbors, a health hazard and a violation of the Governing Documents.
14. Signs on Common Areas: NO homeowner signs are allowed on Common Areas without prior approval from the respective Board. Please contact the Property Manager.
15. Basketball Hoops: ONLY portable type basketball hoops are allowed. When not in use, portable basketball hoops should be placed against the garage. NO basketball hoops may be attached to any Unit or permanently installed anywhere on the owner's lot.
16. Hurricane Rules: Hurricane panels/shutters may be put up as soon as there is an official announcement of a Hurricane Watch. However, the hurricane panels/shutters must be removed within 14 days after all hurricane advisories are officially cancelled.
17. Garage Sales: Individual garage sales are not permitted. There will be a Community Garage Sale, No more than twice a year. The Master Board will advertise in the newspaper. The entrance gates will be open for part of the day. Community volunteers will manage this in coordination with the Property Manager.
18. Canals: NO waste of any kind may be disposed of in the canals.
19. Lakes: It is prohibited to remove or draw water from the lakes.
It is prohibited to remove aquatic or shoreline plants from the lakes.
See Article 4.D.9.B.1.d of the Unified Land Development code of PBC
NO fishing, swimming, boating, canoeing, or jet skis are allowed.
20. Trees: NO planted fruit trees or planted vegetables are allowed. [*these attract Rodents*]
21. Only legal street vehicles are permitted. However, Go-Carts, Go-Peds and Golf Carts are prohibited, except for the Master Association golf cart used for property management.
22. Parking in the Community: Enforcement of parking rules in the Governing Documents or approved by the Board of Directors is ongoing. Vehicles parked on the street between midnight and 6:00 am or the grass anytime may be towed at the owner's expense. Vehicles may not park on or block the sidewalk at any time and may not park directly across from another car. Vehicles may not park on the street anytime in-between the 'No Parking Towing Zone' signs and will be towed without notice. Vehicles may not be stored in the Clubhouse parking lot and must be moved daily. Owner may use the Clubhouse parking ONLY for Overnight parking if needed. **NO LOITERING OR HANGING-OUT IS ALLOWED IN THE CLUBHOUSE PARKING LOT.**
23. Gate System: Homeowners, families or their guest(s) obstructing or damaging the operation of the gate system will be responsible for repair costs incurred and may be subject to legal action. Please do not tailgate. Please contact the Property Manager at the Clubhouse to purchase Remote gate openers. See front door of Clubhouse for time to pick up.
24. Seasonal Lights: May be put up 30 days prior to a holiday and must be removed within **2 weeks** after the holiday.

25. Preserve Area: NO playing in the preserve area behind the Clubhouse is allowed. NO pesticide or chemicals are to be used in the preserve area.
26. Leases/Rentals: Article XIV of the Declaration of each Sub-Association specifically governs Leases. What follows is only a summary. Obviously, where there is a difference in interpretation, the Governing Documents will prevail.

WE HOA homes may not be leased for two years from taking Title to the home and the maximum number of homes that are allowed to be leased is 23, 15%. WT HOA homes may not be leased for two years from taking Title to the home and the maximum number of homes that are allowed to be leased is 26, 22%. Once the maximum homes have been leased, owners wishing to lease their home will be put on a waiting list. See Rule 30. below for summary of 'Waiting List' procedure and requirement.

No lease will be approved for less than one (1) year. All Leases must be in writing, must be approved in writing by the respective Sub-Association and contain a provision that the Sub-Association may terminate the Lease upon default by the tenant in observing any provisions of the Governing Documents. The Sub-Association will require an interview with the prospective tenant and a \$250.00 application fee plus \$75.00 for each person on the lease over 18 years old for a Law Enforcement Background and Credit check of each. The Sub-Associations have instituted a requirement that a Security Deposit of \$1,000 from ONLY the homeowner must be held in Escrow with the Sub-Association, to pay for any damages caused by the tenant to the Common Area or to pay levied Fines.

Homeowners who violate this requirement may be turned over to the association attorney for non-compliance. Prior written approval for a lease is not required ONLY if the Unit is owned by an institutional mortgage holder which has title to the Lot through foreclosure or deed in lieu of foreclosure. Homeowners must contact the Property Manager regarding any Leases.

27. Sales: Homeowners must contact Management regarding WE Sale Applications, there is an interview required with the buyer and a Certificate of Approval is required to close. Each purchaser upon conveyance of title at Closing must pay a \$500.00 Capital Contribution to the Master and \$150 to the respective Sub-Association. Sellers are responsible for providing the purchaser with copies of the Governing Documents and the Community Rules & Regulations. Extra copies of the Documents may be purchased through the Management.
28. Unit Identity Form & Envera Security Registration: **REQUIRED UPON CLOSING** - For the benefit and welfare of all our residents and in case of emergency, all homeowners must have the completed forms on file with the WM. New homeowners must fax a copy of their Closing Statement or Warranty Deed (issued by the Title Co.) to the Property Manager. Without a properly completed Unit Identity Form, homeowners cannot be added to the 'Owner of Record' List, be registered in the Envera Security Guest Gate Entry System, obtain keys to Common Area facilities, obtain Vehicle RFID Tags, or receive Maintenance Coupons or any Legal Notices sent to homeowners.
29. Estates House and Lawn Maintenance: Pursuant to the Estates Governing Documents, homeowners are responsible for repairing and maintaining their Home and/or Lot, and all other improvements thereon, in a clean, sanitary, neat, safe and orderly condition. This includes roofs, doors, driveways and painting of exterior walls. The Estates Governing Documents do not permit underbrush, unsightly growth and require grass, shrubs, and trees to be trimmed regularly. Failure to maintain the Home and/or Lot as required may result in fines. The Estates Board has the right to make repairs on the Home and/or Lot and recover any and all costs and fees incurred in making such repairs.

30. Both sub-Associations will maintain a **'Waiting List'** for owners wishing to rent their unit once the maximum number of units are leased. **See Rule number 26.**

Below is a summary of the Amendment to the documents – complete document available upon request

1. The leasing **'Waiting List'** shall be an official record. Owner shall be required to notify the Association in writing that they wish to be placed upon the 'waiting list'.
2. The Association shall add the owners name to the 'waiting list' upon receipt of the written request provided the owner is eligible to lease their unit. Should the owner not be eligible to lease his unit, the owners name will not be added to the 'Waiting List'. Reason for ineligibility include, but is not limited to, owner has owned unit less than twenty-four (24) months, the owner is delinquent in the payment of any amount owed to the association or an open violation is associated with the unit.
3. Once a vacancy occurs, the Association shall notify the owner at the top of the 'Waiting List' via certified mail, regular mail, and email that a lease vacancy has occurred and **the owner has twenty (20) days from the date of the notice to submit a proposed lease application for vetting and interview.**
 1. Should an owner fail to submit a proposed lease application the owners name will be moved to the bottom of the 'Waiting List' and the next owner on the list will be notified. **If denied, a replacement is required within 5 days.**
 - 2 Owners with Current Leases:
 - a. With a tenant desiring to extend-renew their lease, the owner shall be required to submit to the Associations (C/O CRA, Inc.) **at least twenty (20) days prior to the expiration** of the current lease the Association's lease 'RENEWAL SUPPLEMENT APPLICATION', signed by the owner and tenant, and a copy of the executed new lease. Failure to submit a renewal, the owner will be added to the bottom of the Waiting List.
 1. The owner and tenants must be in full compliance with the Association documents and all lease application requirements of the Association.
 - b. With a tenant that wishes to vacate at the end of the lease term, the owner shall be permitted to lease the unit again without being place on the 'Waiting List' provided that the owner submits a new application to the Association **at least twenty (20) days prior to the expiration** of the current lease.