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AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority personally appeared Michael J Posner,
who after being duly sworn, deposes and says:

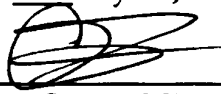
1. That he is the attorney for the Summit Run Homeowners Association,
Inc., a Florida not-for-profit corporation ("Summit Run")
2. That the attached Rules and Regulations are the revised as of May 21,
2013.

Further Affiant Sayeth Naught



Michael J Posner

SWORN TO AND SUBSCRIBED before me on this 3rd day of June, 2013.



Notary Public, State of Florida

My Commission Expires:



Will Call
37

Summit Run Homeowners Association, Inc

RULES AND REGULATIONS

Revised May 2013



**PLEASE NOTE THAT THIS RULES AND REGULATIONS PACKAGE REPLACES ALL OTHER RULES AND
REGULATIONS THAT WERE APPROVED PRIOR TO MAY 21, 2013**

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INTRODUCTION

These Rules and Regulations are either contained in the Declaration of Covenants, Conditions and Restrictions or have been approved by the Board of Directors of Summit Run Homeowners Association, Inc., after careful consideration and supersede all previous Rules and Regulations. These rules are intended to protect the property values and interests of all homeowners and to complement the Association's documents as amended from time to time.

These Rules and Regulations may be amended, added to and supplemented from time to time and may be further revised by the Association whenever they become obsolete, inequitable or fail to cover existing situations.

It is recommended that all owners read their "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" and related documents which spell out each owner's rights and contractual obligations to Summit Run Homeowners Association, Inc.

DEFINITIONS

ASSOCIATION/HOMEOWNERS ASSOCIATION:

Summit Run Homeowners Association, Inc. is referred to as the "Association" or "HOA" in this document and is a non-profit corporation organized under Florida Statutes for the purpose of providing for maintenance preservation and architectural control of the residence lots and common areas of Summit Run and to promote the health, safety and welfare of Summit Run Homeowners Association's residents. The property, business and affairs of the Association are managed by an elected Board of Directors who has hired a professional management company to assist with this task.

HOMEOWNER:

The person or persons whose name(s) appear on the warranty deed to such unit.

COMMON AREA:

The grounds external to homeowner property lines including the Lake Worth Drainage District areas, buffers, easements, and the recreation grounds.

AMENITIES:

The recreation area including the pool, clubhouse, tennis courts and handball courts and tot lot.

RESPONSIBILITY

I. The successful operation of a Homeowners Association requires the understanding and cooperation of all owners, residents, guests and invitees of same. It is therefore important that everyone be thoroughly familiar with and observe all Rules and Regulations.

I.1. **OWNER:** Each homeowner is responsible for the proper conduct of members of his/her family, guests, invitees, tenants and their guests and invitees. Furthermore, each homeowner is responsible for any and all damages to common property or expenses caused by such owner, members of his/her family, guests, invitees, tenants and their guests and invitees. Each homeowner should be certain that they too understand and observe all Rules and Regulations governing the Summit Run community.

I.2. **TENANT/GUEST/INVITEE:** Tenants, guests, or invitees are responsible for complying with these rules. Tenants are responsible for the proper conduct of their guests and invitees. In addition, each homeowners responsible for compliance by his/her tenants, guests, and invitees with these Rules and Regulations of the Association.

I.3. **PERSONAL ITEMS:** The Homeowners Association is in no way responsible for personal items left in the common areas.

I.4. **MAILING ADDRESS AND TELEPHONE NUMBERS:** Each homeowner is responsible for providing the Association with a current mailing address and telephone number (local and long distance). Notification of such address and telephone number and changes thereto must be made to the Association in writing.

ARCHITECTURAL CONTROL

BUILDING EXTERIORS

1.1. °Paint Color on Homes: The Association maintains a list of approved paint colors that the owner may choose from. Only those colors that are approved by the Association are allowed to be used on the exterior of the homes. When an owner must paint their home an Architectural Change Form must be obtained from the HOA and submitted for approval PRIOR to any painting being done. The HOA will review the application and issue the appropriate approval or denial within 30 days of the complete application being submitted. Should any owner paint their home a color that is not approved by the Association, the Association shall at its option paint the home an approved color at the owners expense, and may also send the violation to the Arbitration Committee where the owner may be fined up to \$1,000.00 for the violation.

1.2. Plant Beds: All plant beds surrounding the home are to be maintained by the owner. The Association contracts with a professional landscape service that will spray the plant beds with weed control on a monthly basis. (in cases where the weed control agent is deemed non harmful to the existing plants within the bed lines). In addition to spraying for weeds, the landscape service shall trim only the hedge material that is planted in plant beds and around the air conditioning unit on the side of the home. Plant beds must be free of dead plantings, and must be continuous in nature with the intent of the developer when the original plantings were installed. No plant bed may be "empty". No trees may be planted within the bed line of any home. Hedges are to be kept at a size to promote visual appeal and security within the community. No excessive growth will be permitted.

1.3. Planting of vegetation within the property lines of the home, common areas of the Association, and or easements: No homeowner is permitted to plant any vegetation outside of the originally established plant beds of the home without prior

written approval of the HOA. Any plantings that are installed without prior HOA approval may be removed by the Association at the cost of the owner. Absolutely no plants are permitted within the common areas of the Association or within any easements that have been established within the Community. Should any owner plant vegetation on the common area or within an established easement, the Association may at its discretion remove the planting at cost to the owner. Any fruit bearing trees that are planted within the Community will be removed by the Association at the cost of the owner of the property.

- 1.4. Exterior decorations on the home or in the yard:** Any decorative items that an owner wishes to install either on the home or anywhere within the property lines of the home are to be approved by the HOA prior to installation. Failure to obtain prior approval from the Association will result with the violation being sent to the Arbitration Committee and or the Association attorney for remedy.
- 1.5. Window Treatments:** Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. Except for white or light earth-tone window coverings, the Association has the right to require any window coverings to be removed if the color of same is unsightly in the Board's discretion. No windows shall be tinted and no tinted glass shall be installed, and no screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.
- 1.6. Fences:** Fences shall be made of wood or composite material and shall be of a style approved by the Association. All fences and gates surrounding the units in Summit Run shall be maintained in proper condition, no rotten or damaged wood is permitted. Fences are to be painted the trim color of the home or high gloss white. Any fence that is found to be in poor condition and exhibits a threat to neighboring homes will be required to be removed at the cost of the owner.

1.7. Gazebos: Should an owner wish to install a gazebo or gazebo type structure on their property, the owner will submit an Architectural Change Request Form to the Association a minimum of thirty (30) days prior to the date of work commencing. Included (if required by Palm Beach County) shall be all contractor information including insurance, licenses, contract with the owner, permits, drawings, and brochures pertaining to the installation. The Association will review the Application and provide the appropriate response to the owner within thirty (30) days of receipt of the completed application. Should the project not require the use of a contractor or permits from Palm Beach County, the owner shall include information showing the design and type of structure in the submitted application. ABSOLUTELY NO temporary or permanent structures such as "car port" style structures will be permitted. All gazebo and similar structures are to be maintained and in good condition.

1.8. Satellite Dish Installation: Should an owner wish to install a satellite dish or antenna, the owner will submit an Architectural Change Request Form to the Association a minimum of thirty (30) days prior to the date of installation. Included shall be all contractor information including insurance, licenses, contract with owner, permits, drawings, and brochures pertaining to the installation. The Association will review the Application and provide the appropriate response to the owner within thirty (30) days of receipt of the completed application. All Satellite dishes and antenna installed from the date of the recording of this document shall be installed out of the public view wherever possible. Notwithstanding the foregoing, should such installation comply with the Telecommunications Act of 1996, such installation shall be deemed approved by the Association.

1.9. Sheds: Should an owner wish to install a shed or shed type structure on their property, the owner will submit an Architectural Request Form to the Association a minimum of thirty (30) days prior to the date of work commencing. Included (if required by Palm Beach County) shall be all contractor information including insurance, licenses, contract with patio-villa owner, permits, drawings, and brochures pertaining to the installation. The Association will review the Application and

provide the appropriate response to the patio-villa owner within thirty (30) days of receipt of the completed application. Should the project not require the use of a contractor or permits from Palm Beach County, the owner shall include information showing the design and type of structure in the submitted application.

1.10. Hurricane Shutters: Should an owner wish to install hurricane shutters or protection on their villa, the owner will submit an Architectural Change Request Form to the Association a minimum of thirty (30) days prior to the date of work commencing. Included shall be all contractor information including insurance, licenses, contract with the owner, permits, drawings, and brochures pertaining to the installation. The Association will review the Application and provide the appropriate response to the owner within thirty (30) days of receipt of the completed application. Should the project not require the use of a contractor or permits from Palm Beach County, the owner shall include information showing the design and type of structure in the submitted application. Additionally hurricane shutters may only be installed during hurricane season and subject to these guidelines:

- 1.10.1.** Shutters may be installed/closed over the doors and windows once a tropical storm or hurricane watch has been issued for Palm Beach County.
- 1.10.2.** All shutters (with the exception of seasonal homes that have prior written permission from the HOA) are to be removed (or opened) within ninety six (96) hours of the cancellation of any existing storm warnings.
- 1.10.3.** In the case of seasonal (while unoccupied) homes, shutters may be installed from June 1st until December 1st during hurricane season and must be removed within (14) fourteen days of the end of hurricane season.

AMENITIES, USE OF

1. Rights of use

- 1.1.** All Common Amenities of Summit Run Homeowners Association are for the sole use of the owners, their approved lessees and guests of the same. Any guest of the

owners or lessees may use the Community amenities within reason provided that they are accompanied by the home owner owner or lessee.

- 1.2. Anyone using the Summit Run common amenities shall carry current state issued ID that shows that they reside within Summit Run or if a guest of a resident, the resident and guest must both have their ID. Anyone using the amenities without a valid ID shall be asked to stop use of the amenities.

2. Clubhouse Use

- 2.1. Approved residents may obtain an agreement from the Association to use the clubhouse for private function, only with the prior specific written permission from the Board of Directors, which shall be sought not less than two weeks prior to the date of the particular event. The Association shall be permitted to adopt an agreement which must be signed by the resident as a condition of use. The Association shall be entitled to collect a damage deposit of \$200.00 which shall be utilized for any cost incurred by the Association for clean-up or for damages. The difference (or the entire deposit if there is no necessity for the Association to provide clean-up or repair damages) will be returned to the resident. The Association shall be entitled to charge a non refundable rental fee of \$100.00 per event for the use of the clubhouse for any event. The Association accepts cash or money orders as the security deposit. (NO CHECKS) Due to the lack of available parking, guests of the function may only utilize five (5) parking spaces at the clubhouse. All other vehicles must be parked within the community and follow the established parking procedures. Failure to follow the parking conditions will result in the forfeiture of the deposit and towing of the offending vehicles at the owner's expense. At no time shall the any other common amenity be restricted from resident access during an event.

3. Pool Use

- 3.1. The Pool is a Common Area Amenity of the Association.
- 3.2. Anyone using the pool must wear appropriate bathing attire.

- 3.3. Before entering the pool everyone must shower to remove excess oil, sunscreen, perfumes, etc from themselves.
- 3.4. Use of the swimming pool area is restricted to residents and their guests with the limitation that not more than five persons identifying with a single home may use the swimming pool or pool deck area unless approved in advance by the Board of Directors. This limitation is made because of an endeavor not to overburden the swimming pool and other facilities and thereby deprive other owners, residents and guests of the same from being able to use these amenities.
- 3.5. The pool is used at the user's risk. No lifeguard is on duty at any time.
- 3.6. Residents are responsible for their guests' behavior.
- 3.7. Anyone exhibiting poor behavior will be warned once and asked to leave the pool area upon a second occurrence of poor behavior.
- 3.8. Towels must be placed on chairs if using sunscreen, lotions, or oil based skin products.
- 3.9. No one under the age of fourteen (14) years of ages shall be permitted at any time in the pool area unless accompanied by a supervising adult.
- 3.10. No nudity is permitted in the pool area.
- 3.11. No alcoholic beverages are allowed in the pool or clubhouse area.
- 3.12. No glass containers are permitted in the pool area.
- 3.13. No Diving or jumping into the pool is permitted.
- 3.14. No more than twenty-eight (28) persons are allowed in the pool at one time.
- 3.15. Use of the swimming pool and deck area is restricted to residents and their guests.
- 3.16. No loud noise or radio playing in the pool area is permitted.

3.17. Any individual suffering from incontinence must wear protective clothing (e.g. swim diaper or waterproof underwear) before entering the pool.

3.18. No pets are permitted in the pool, on the pool deck, or within the clubhouse at any time.

3.19. No roller skates, skateboards, inline skates, motor scooters, or bicycles are permitted at the clubhouse area or within any of the common amenities.

3.20. Chairs, tables, and lounges are provided for the use and enjoyment of Summit Run residents and their guests. These may not be reserved, or removed from the pool deck area.

3.21. All posted pool rules must be obeyed at all times.

3.22. Excessive splashing, cannon-balling, horseplay, boisterous conduct, running or diving will not be permitted and shall be cause for ejection from the pool.

3.23. Use of scuba equipment, or styrofoam items are not permitted in the pool. Use of safety devices, masks, and snorkels are permitted.

3.24. The emergency life rings are to be used only in the case of an emergency, these are not to be used as a recreational device by anyone in the pool.

3.25. Summit Run reserves the right to deny the use of the pool and pool deck area to anyone at any time.

3.26. The pool opens at 9:00 am daily and closes at dusk. During the summer break (see Palm Beach County public school schedule), the pool will be closed at 8 pm.

4. Tennis Court Use

4.1. The tennis courts are strictly for tennis.

4.2. No roller skating, skate boarding, bicycling, etc. is permitted on the courts.

4.3. Tennis shoes are required.

- 4.4. No visitors or non-resident guests will be allowed to use the courts without a resident present .
- 4.5. Period of Play – Singles are allowed one (1) hour of play unless no one is waiting to play on the court. Doubles are allowed one and one-half (1 1/2) hours of play unless no one is waiting to play on the court.
5. Handball Court
- 5.1. The handball Court shall be used for handball only.
- 5.2. No roller skating, skate boarding, bicycling, etc. is permitted on the courts.
6. Tot Lot
- 6.1. The tot lot is for the use and enjoyment of Summit Run residents and their guests exclusively.
- 6.2. No person over 180 lbs shall climb on or otherwise use the playground equipment.
- 6.3. Children shall be supervised by a caregiver over the age of 18 at all times. At no time is a child to be left unattended in the tot lot.
- 6.4. Use of the tot lot is at the risk of the resident(s) or their guest(s). The Association shall be in no way liable for any injuries sustained while using equipment.
- 6.5. The tot lot is open from 9:00 am until dusk. During the summer break (see Palm Beach County Public School schedule) the tot lot will be closed at 8:00 pm.

CAPITAL CONTRIBUTION

- I. No sale of any residence in shall be valid unless:
- I.1. All assessment due the Association are current;
- I.2. All violations of the Declaration of Covenants, By-Laws, Articles and these Rules have been cured; and

- 1.3. The Purchaser has paid a capital contribution in the amount of \$250.00.

COMMON AREA STORAGE

No storage of any materials shall be permitted in the common areas of the Community. This includes the "hedged" areas surrounding the air conditioning units on the sides of the home. All materials must be stored within the owner's fence line, shed, garage or on the patio and kept out of sight from the common area.

COMPLAINTS AND SUGGESTIONS

1. Complaints alleging violation of any of these Rules and Regulations shall be made in writing to the Board of Directors. The Board will act only upon receipt of a written, signed complaint. All suggestions and complaints relating to the maintenance or operation of the Association should be directed to the management company.

ENFORCEMENT

1. The Association, through its elected Board of Directors, has full power and authority to take the following enforcement action(s) against any owner and/or tenant, guest or invitee for such owner and/or tenant, guest or invitee's failure or refusal to comply with the governing documents of the Association and the Rules and Regulations of the Association.
2. **LEGAL ACTION:** The Association may file a lawsuit against the owner and/or tenant, guest or invitee.
3. **ATTORNEY'S FEES/COSTS:** If the Association is forced to take legal action against an owner, guest, tenant or invitee to redress such owner, guest, tenant, or invitee's failure or refusal to comply with the governing documents of the community and/or rules of the Association, the Association, as the prevailing party of such action, will be entitled to recover the Association's attorney's fees and costs from such owner, guest, tenant or invitee.

GARAGE SALES

1. No home will host more than two garage sales per calendar year and none shall be conducted without notification to and approval by the Board of Directors at least two weeks prior to the conduct of the garage sale. Sales hours shall be limited to 8 a.m. to 5 p.m.

GENERAL RULES

1. **ACCESS:** The access routes to the common areas shall be kept clear so that the Association's employees may bring equipment to work on the grounds, trees and/or plantings. The Board may authorize the removal of any obstructions in the access areas.
2. **BARBECUE COOKERS:** Barbecue cookers shall be used only immediately around the home or on the home's patio.
3. **COMMON AREA:** Nothing shall be placed on common areas such as swings, etc.
4. **HOUSE NUMBERS:** House numbers must be clearly visible and must be of a size to meet Palm Beach County Code.
5. **HURRICANE SEASON:** If absent during any period of hurricane season, each owner must prepare the home by removing any items that could become projectiles in a storm. Further, any absentee owner must designate to the Association a responsible firm or individual who will care for the home should any damages be suffered.
6. **IRRIGATION:** The cost to repair damage to the irrigation system resulting from any action of an owner, his/her family, guest, tenant or invitee will be charged to the homeowner.
7. **LIGHTING:** The cost to repair damage to the lighting resulting from any action of an owner, his/her family, guest, tenant or invitee will be charged to the owner.
8. **MAINTENANCE FEES:** All owners are responsible for paying the monthly Association fees by the first of the month that they are due. A late fee will be added for any payments received after the 10th of the month in which the payment is due. All past due maintenance fees may be turned over to the Association's attorney. If an account is turned

over to the Association's attorney for collections, the owner will be responsible for all attorney's fees incurred by the Association. A lien may be placed on the home and foreclosure procedures may be instituted.

9. **PERSONAL PROPERTY:** Bicycles, toys and other personal property shall be kept, stored and placed in an area not visible from outside of home. Basketball hoops shall not be placed in or at the edge of the street. The basketball hoop must be placed in a location so that the people playing basketball would not be in the street. When not in use basketball hoops must be stored in an area where not to be visible from the street.
10. **RESIDENTIAL USE:** Each unit is restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees or tenants. No trade or business shall be conducted, nor any commercial use made of any home.
11. **RIGHTS-OF-WAY/INTERSECTION:** Within the area formed by the rights-of-way line of intersecting streets, the area formed by the long chord of a twenty five (25) feet radius and the intersecting right-of-way lines shall be clear space with no obstructions to vision.
12. **STREETS:** The streets are to be used by motor vehicles only. They are not to be used for recreational purposes, i.e. children playing in the street.
13. **TEMPORARY RESIDENCES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
14. **WASTE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

INSPECTION OF ASSOCIATION RECORDS

1. Any member requesting to inspect copies of official records of the Association must do so by sending the request via certified mail to the following:

- 1.1. If Association is managed by a Management Firm, the request is to be sent to the main office of the management company and marked to the attention of the Community Manager.
- 1.2. If Association is managed internally by the Board of Directors, the request is to be sent to the Summit Run clubhouse address and marked to the attention of the Board of Directors. (1321 Summit Pines Blvd, West Palm Beach, FL 33415)
2. All requests to review records must be specific in nature and clear as to what records are being requested. A vague or non-specific request shall result in the Association requesting additional specifics as to which records are being requested from the requesting member of the Association. Note:
3. Should the Association need additional specific information in order to fulfill a record request, the Association will schedule the inspection within ten (10) business days of the receipt by the Association of the specific detailed request being made.
4. Should the requesting member wish to copy the provided records, the copy charge shall be the maximum as allowable by F.S. 720 as amended from time to time.
5. Photocopies or digital copies shall not be released to the member or his or her authorized agent unless the cost of the copies is prepaid.
6. At no time shall the Association be required to mail official records to any requesting member or his or her agent.
7. If a requested record relates to an official record which the Association does not have, the Association shall so notify the member of that fact within ten (10) business days of its receipt of the written request.
8. The Association shall not provided rights of inspection or copying of official records as to those official records which are not accessible as provided for under F.S. 720.303(5)(c), as amended from time to time.
9. Inspections shall take place at the following:

- 9.1. If the Association is managed by a Management Firm, the inspection will take place at the address provided to the member by the Management Firm. (Inspection visits shall be limited to the normal operating hours of the Management Firm)
- 9.2. If the Association is managed internally by the Board of Directors, the inspection will take place at the Summit Run Clubhouse office. (Inspection visits shall occur at a mutually agreed upon time offered by the Association to the member)
- 9.3. No member may inspect official records without the Association or its managing agent being present. Also present may be law enforcement officers, Directors and Officers of the Association and its legal counsel.
- 9.4. Only the owners of one lot and/or the authorized agents of the same may be present to inspect the official records during one inspection visit. The intention is to require owners of more than one lot to schedule individual inspection visits.
- 9.5. If an authorized agent will be attending the inspection visit, the member must provide the Association with written evidence that the person is in fact an authorized agent of the members.
- 9.6. No photographs, video, or other film or digital copying may be used to record the inspection.
- 9.7. At the time of inspection, the member shall indicate to the Association or its authorized agent, which records (if any) the member wishes to have copied.
- 9.8. Total inspection visits shall be limited per lot to one eight hour business day per month.
- 9.9. Neither the Association nor its managing agent shall be required to answer any questions regarding the content of the official records inspected by the member or his or her authorized agent.
- 9.10. At no time shall the member or his or her authorized agent remove any official records from the office or location that the official records are kept or reviewed.

LAKE AREAS

1. No boating or swimming is allowed in the lakes.
2. No ball playing or recreational activities are allowed around the lake areas.
3. Only residents or guests of residents are allowed to fish in the lakes.
4. No net or trap fishing is permitted.
5. Bass fish cannot be kept unless they are between thirteen (13) and seventeen (17) inches in length. Other size bass must be thrown back.
6. Wildlife shall not be disturbed and shall not be taken as pets.

LEASING OF HOMES

1. Any owner wishing to lease or sell a home or any person obtaining title to a unit through the death of an owner, must seek and obtain prior written Board approval. In the event of a lease (which would include lease renewal), sale, or gift, such approval must be obtained prior to the occupancy under the lease, sale, or gift. As to the devise or inheritance, the continued right to occupy or use a home shall be subject to prior written approval of the Board of Directors. Any guests occupying a home overnight in the absence of the owner for more than thirty (30) days must obtain approval of the Association to continue occupying the home. The term "absence of a host" shall mean where the owner or lessee, which must be the host, does not also stay overnight with the guest. A lease, sale, gift, devise, or inheritance or guest use stated is referred to as a "Transfer" under this rule and regulation.
2. **Screening Requirements:** Any person over the age of eighteen (18) residing within a home shall be required to be screened and approved by the Association prior to the approval of occupancy. This includes any family member as well as roommates, lessees, and any guest of the home owner or their lessees that will be staying in the home longer than thirty (30) days.
3. The minimum term for a lease is six (6) months. Owners relinquish their rights to use the common areas and facilities during the term of the lease.

4. No lease shall be made more often than twice in any twelve (12) month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.

5. Subleasing of a home shall be prohibited.

6. Every lease as of the date of recording of this Rule, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain the following:

6.1. The lessee and all occupants of the home shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.

6.2. The parties recognize that the Association as agent for the landlord/owner, has the power to evict the tenants and occupants under chapter 83 of the Florida Statutes, for violations of the Governing Documents and/or these Rules and Regulations, as amended from time to time and if the owner fails to timely pay assessments.

7. "For Lease" signs are only permitted to be placed in one street side window of the home and must be professional in nature. Handwritten signs are not permitted.

8. The Association is vested with the authority to prescribe an application form requiring specific personal, social, financial, and other data relating to the applicants and intended occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the applicants and intended occupants within the limits extended to the Association for that purpose as set forth in this rule and regulation. The application shall be completed and submitted to the Association along with and as integral part of the notice for intended residency.

9. The Board of Directors is permitted to charge a nonrefundable application fee in connection with an application for approval of a lease or rental agreement. Until changed by the Board of directors the application fee shall be \$100.00 per married couple (proof of marriage must be presented), \$100.00 for each single individual and any individual who will reside in the home and is eighteen (18) years of age or older regardless of familial status or relation to the applicant(s).

MOTOR VEHICLE MAINTENANCE

1. No maintenance shall be permitted to any motor vehicle within Summit Run except for the following: changing of batteries, changing of flat tires, filling radiators with water, and washing and waxing the vehicle while parked in the driveway of said vehicle.

OWNERS' RESPONSIBILITIES OF

2. **ASSERTING CONTROL:** No owner or resident shall direct, supervise or in any manner attempt to assert any control over the management company or employees of the Association.
3. **EXTERNAL AREAS OF PROPERTY:** Lots/homes shall be kept in a clean and sanitary manner.
4. **NUISANCE:** No nuisance shall be allowed or any use or practice that is a source of annoyance to other residents or interferes with the peaceful possession and proper use of the home by the resident thereof. No resident shall permit any disturbance that will interfere with the rights, comforts or convenience of others. Noise from television sets, stereos, record players, radios, pianos or organs or other such instruments/machines/appliances should be maintained at a level that is inaudible from outside the home with doors and windows closed.
5. **SOLICITING:** No type of solicitation or any type of commercial activity is permitted.
6. **SPEED:** The maximum allowable speed within the community shall be twenty (20) miles per hour for any vehicle. All vehicles must come to a full stop at all stop signs within the community. Speed limits must be obeyed.
7. **UNLAWFUL USE:** No improper, offensive or unlawful use shall be made of any home and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

PENALTIES AND ASSESSMENTS

1. Any expense incurred by the Association in enforcing these provisions shall be charged against the residence owner violating these provisions.
2. The Board of Directors, through a Fining Committee and legal action taken by the Association Attorney, shall have the power to levy assessments, and under its authority shall enforce the above restrictions and regulations. Assessments not paid when due, together with interest and cost of collection, shall become a continuing lien on the offending residence as per the Declaration of Covenants.
3. Fines imposed for specific violations shall automatically increase for each new occurrence of the same violation. Fines can be appealed at the next duly convened meeting of the Board of Directors.
4. The following procedure shall apply prior to the Association levying a fine against any Owner:
 - 4.1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing in front of the fine review committee consisting of other residence owners, after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - 4.1.1. A statement of the date, time and place of the hearing;
 - 4.1.2. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and
 - 4.1.3. A short and plain statement of the matters asserted by the association.
5. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

6. Interest charges for nonpayment of assessments are not a late fee, fine or other penalty where such charges are calculated over the actual period of deficiency.

PETS

1. Offensive pets may be removed by the Association after written notice to the owner. Should it become necessary for litigation to occur, the prevailing party shall be entitled to recover reasonable costs of proceedings and attorneys fees.
2. Pets shall be restricted to no more than two (2) pets per dwelling.
3. A pet shall mean a dog or cat.
4. Pets shall be on a leash at all times when outside of the owners home or in any common areas of Summit Run.
5. Dogs are not permitted to be chained outside the home and left unattended.
6. Owners, tenants and guests are also permitted to have a reasonable number of fish and birds, and reptiles provided they are not a nuisance to members of the community.
7. When outside of the dwelling, all dogs and cats must be accompanied by an attendant who shall have such dog or cat firmly held by collar and leash.
8. No dogs or cats shall be permitted to run at large outside the dwelling.
9. The owner/custodian of each animal and pet and/ or the individual walking the same, shall be required to clean up the pets waste immediately upon its release.
10. All dogs shall be registered with the Association and current vaccinations kept on file with the Association.
11. No dogs with bite histories recorded with Palm Beach County are permitted.
12. The pet/animal owner and the owner of the home where the pet/animal resides or is visiting shall be strictly liable for any damages caused by the pet/animal.

13. No feeding of pets/animals either domesticated or wild is permitted on the common areas of Summit Run. In addition residents and guests are prohibited from placing any food items within the property line of the home or common areas that will attract wild animals.

14. Exception: The provisions of the Rules and Regulations of Summit Run shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws. Any resident or guest who meets these requirements must complete an application package with the Association that can be obtained from the Community Manager.

SALES OF HOMES

1. No sale, conveyance or lease of any unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of Summit Run Homeowners Association, Inc.

2. "For Sale" signs are only permitted in one street side window of the home. Signs must be processional in nature and may not be handwritten. No yard signs are permitted. An owner shall provide the Board of Directors with written notice of a transfer in ownership or of lease at least thirty days prior to the proposed transfer. Occupancy thereunder together with the transfer fee, name of the proposed owners, lessees and intended occupants and such other information as the Board may reasonably require. The Board may require personal appearance of any owners, tenants, and intended adult occupants as a condition of approval. The Board of Directors shall have a period of thirty (30) days from the date of its receipt of the transfer fee, the notice and all information and appearance s requested, within which to approve or disapprove of the proposed transfer. The failure of the Board to approve or disapprove within this time period shall constitute an automatic approval of the Board of Directors.

3. In the event of a sale or other transfer of the title to a home, if the Association disapproves of the transfer but does not have good cause for doing so, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the home as determined by the average of two appraisers paid for by the parties to the transfer. Good cause for

disapproval shall include but not be limited to, the failure of the proper party to seek and obtain approval of the Board of Directors as provided for in the Rules and Regulations of Summit Run.

4. Any transfer which is not approved or which is disapproved pursuant to the terms of the Rules and Regulations of Summit Run shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in the Declaration should this rule and regulation be violated.
5. The Association is vested with the authority to prescribe an application form requiring specific personal, social, financial, and other data relating to the applicants and intended occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the applicants and intended occupants within the limits extended to the Association for that purpose as set forth in this rule and regulation. The application shall be completed and submitted to the Association along with and as integral part of the notice for intended transfer.
6. The Board of Directors is permitted to charge a nonrefundable transfer fee in connection with an application for approval of a transfer. Until changed by the Board of directors the transfer fee shall be \$100.00 per married couple (proof of marriage must be presented), \$100.00 for each single individual and any individual who will reside in the home and is eighteen (18) years of age or older regardless of familial status or relation to the applicant(s).
7. No home shall be permitted to be sold if there are open violations on the home. Any and all violations must be cured PRIOR to the closing of the home and must be signed off on by the Board of Directors or Community Manager.

TRASH, RECYCLING, AND YARD WASTE

1. All Trash and recycling containers are to be stored in the patio, garage, or behind a fence of the dwelling and are not permitted to be stored, anywhere on the common areas including

the "hedged" areas surrounding the air conditioning units or sides of homes. All trash and recycling containers are to be stored out of sight from the road and other homes.

2. All household trash must be placed in a trash can with a lid firmly placed on the trash can when put down for collection. No plastic bags containing garbage may be left for pickup unless in a trash can. In addition plastic bags must be used. No trash can may contain loose household debris that may be strewn about the community.
3. Trash and recycling may be placed for collection on the night prior to regularly scheduled pickup after 6:00 p.m. Trash is to be placed at the street. Trash and recycling containers shall be removed from the common areas on the same day as pickup.
4. Should any resident fail to remove any loose litter/trash from within their property line. The Association will remove said litter/trash and charge the home a maintenance fee of \$20.00 per occurrence.

VEHICLES AND PARKING

1. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed in writing by the Association. Permission to park these types of vehicles must be given in writing by the Association prior to the vehicle being brought onto property.
2. The following vehicles and items ("prohibited vehicles") shall not be permitted to park anywhere within Summit Run, except as otherwise permitted below: dirt bikes, or other two-wheeled motorized vehicles; mopeds and other self-powered bicycles, trucks whether covered or uncovered, whether with or without a bed top, unless permitted below; humvees, agricultural vehicles, dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers, busses, limousines, travel trailers, commercial vehicles as defined below; motorcycle delivery wagons, campers, recreational vehicles, mobile homes or mobile houses, truck mounted campers attached or detached from the truck chassis; motorhomes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles

that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly, are junkers, or have flat or missing tires, vans and sport utility vehicles unless permitted below and which can fit totally within the confines of the parking space.

3. The following shall not be considered Prohibited Vehicles subject to other provisions in the Rules and Regulations of Summit Run:

- 3.3. Moving vans for the purpose of loading and unloading, and thereafter, only in areas designated by the Board of Directors of the Association.
- 3.4. Vehicles, regardless of classification, necessary for the maintenance, repair and protection of any property within Summit Run.
- 3.5. Service and delivery vehicles, servicing the Association, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
- 3.6. Police and Emergency Vehicles as provided for in the Rules and Regulations of Summit Run.
- 3.7. Certain vans and sport utility vehicles which are permitted. A two axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, which can fit totally within the confines of the driveway of the home.
- 3.8. Certain Pickups which are permitted: A pickup truck which is not a commercial vehicle as defined below, having a carrying capacity of three-quarter ton or less which can fit totally within the confines of the driveway of the home.

4. Classifications and Definitions

- 4.1. The most current edition of the N.A.D.A. Official used car guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van, or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the

manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classification hereunder. Except as otherwise provided as to certain vans and sport utility vehicles under the Rules and Regulations, a State registration or title classification shall have no bearing on determination of the classification under the Rules and Regulations.

4.2. A "commercial vehicle" shall mean any motor vehicle which is commercially lettered or contains a commercial or business logo that is used by the owner of the vehicle in day to day business. Actual use of the vehicle shall yield to its outward appearance. The covering of a sign and logo shall make the vehicle a non-commercial vehicle under these Rules and Regulations.

5. The following additional restrictions shall apply:

- 5.1. Notwithstanding any provision contained to the contrary above no vehicle shall be permitted (and shall be considered a Prohibited Vehicle under this rule) if the vehicle is an eyesore, does not appear operable, is not currently registered, or has an expired license tag.
- 5.2. Each owner, whether it is the vehicle of the owner, his lessee, or otherwise, is responsible for any damages caused to the parking areas and road ways by the vehicles owner or driven by the owner, resident, guests, or invitees of the home.
- 5.3. Other than landscaping equipment as directed by the Association no vehicles shall be parked on the grass or in the streets or blocking sidewalks.

6. Parking in the grass is strictly prohibited.

7. Every person parking a vehicle within Summit Run does so at his or her own risk, and the Association is not responsible for any damages to same, whether or not the Association is negligent.

8. Street Parking

- 8.1. Parking on the streets of the Community is only permitted where there are yellow lines that delineate the area as an approved parking zone.
- 8.2. Parking on the street in areas that are not approved by the Association will result in immediate towing of the vehicle at the owners expense.
- 8.3. No vehicles are permitted to be parked at the clubhouse overnight without prior written approval of the Association.

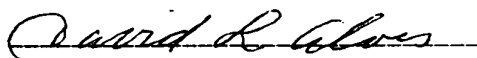
9. Remedy of Towing

- 9.1. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited vehicle or improperly parked vehicle from Summit Run, the Association shall have the option and right but not the obligation to have the vehicle towed away at the vehicle owner's expense.

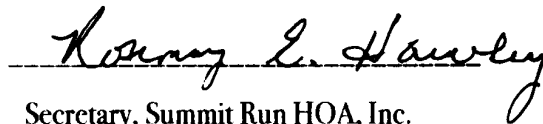
VALIDITY

If any By-Law, rule or regulations contained herein shall be deemed to be invalid by a court of law, such fact will in no way affect the validity of any other By-Law, rule or regulation.

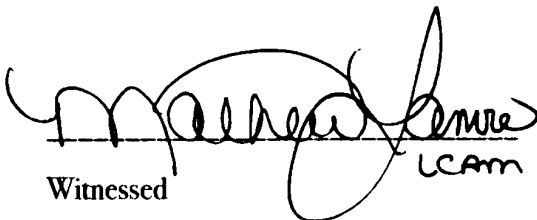
Adopted by the Board of Directors on the 21 day of May, 2013.



President, Summit Run HOA, Inc.



Secretary, Summit Run HOA, Inc.


Witnessed


Witnessed