

January 7, 2019

Dear Canterbury at Aberdeen Residents/Owners,

Your Board of Directors would like to remind you of the following Rules and Regulations. We recommend that you review them fully.

- **Garbage should not be placed at the curb until 6:30 pm or later the night before pickup day. It should also be inside the container provided by Solid Waste Management of Palm Beach County. Plastic bags cannot be left at the curb overnight but can be placed at the curb in the morning.**
- **Garbage receptacles and recycle bins must be stored in the unit's garage by the end of the day of pickup.**
- **No storage of items is allowed by front doors or in the walkways leading to the door of any unit. Emergency personnel must have clear access.**
- **No parking is permitted on the street. A vehicle belonging to a vendor doing work in the unit is permitted to park on the street only if necessary. Otherwise, guest parking places must be used. If the end of a vehicle sticks out from a driveway, it must be moved to a parking spot.**
- **Please try to limit phone calls to the Board President to between 9AM – 5PM through Friday unless there is an absolute emergency that cannot wait.**
- **Starting on January 1, 2019 there will be a two (2) vehicle limit for each unit. Pick-up trucks will no longer be permitted for any owner or renter.**
- **The washing of any type of motor vehicle is strictly prohibited.**
- **If you own a dog, it cannot be over 20lbs. You must carry plastic bags to pick up after it.**
- **Dogs may be walked in common areas of our community. Under no circumstances can a dog be walked on club property.**
- **Please help us to keep our community clean. If you see paper on your front lawn, please pick it up and place it in your garbage.**
- **Finally, we are not a gated community. If you see something that is out of the ordinary, say something. Your help is needed to keep us safe.**

RULES AND REGULATIONS
OF
CANTERBURY AT ABERDEEN ASSOCIATION, INC.

These rules and regulations of the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended as provided by the bylaws of the Association and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey these rules and regulations and shall see that they are obeyed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the Condominium Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws of the Association and Florida law..

Formal notice of any violation will be sent by the Board of Directors by mail and/or pasted on the front door of the Owner's unit. If the violation has not been remedied within the number of days specified in the notice, the Owner will be notified that a fine of \$25.00 per day is being levied until the violation has been remedied. The above notice will establish a committee of other Unit Owners (none of whom shall be members of the Board), who will hear any appeal from the Unit Owner made within 14 days following the notice date.

The Board of Directors may, from time to time, adopt new rules and regulations or amend or repeal previously adopted rules and regulations.

Note:

For ease of reading we have used the expression "him" "he" or "his" in this document. It is understood that this reference includes "her" or "she" in each instance.

1. **ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:** No Unit Owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.
2. **AIR CONDITIONING:** No air conditioning equipment other than equipment originally in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.
3. **ANTENNAS AND WIRING:** No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the written consent of the Board.
4. **BUILDING EMPLOYEES, CONTRACTORS, ETC.:** No Unit Owner or member of his family or guest shall give orders or instructions to building employees or contractors but rather shall express his desires to the agent of the management company.
5. **CHILDREN:** Each Unit Owner shall be solely responsible for the actions and any damage caused by his children or children living with or visiting him. Unit Owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations.
6. **CLEANLINESS:** Each Unit Owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other Unit Owner.
7. **COMPLAINTS:** All complaints of Unit Owners shall be made using the service request form found on the management company's website or by telephoning the agent of the management company.
8. **CONDUCT:** No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property or the Association property.
9. **DAMAGED COMMON ELEMENTS:** The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a Unit Owner or his guests or invitees, shall be the sole responsibility of such Unit Owner.
 - a. The Unit Owner must maintain the interior of his Unit at all times in a manner to prevent the development of mold, mildew, or the like. This includes maintaining the Unit at a temperature that prevents the development of mold, mildew, or the like. In the event that mold or mildew or other health impairing growths occur in the Unit, the Unit Owner must take immediate action to remove the growths, and to sanitize the Unit. If mold, mildew, or other growth causes damage to the portions of the Unit that are maintained by the Association, or the Common Elements, or to any other Unit, the costs of all repairs and remediation will be borne by the Owner of the Unit from which the mold originated. Repairs to the portions of the Unit that are maintained by the Association, or to the Common Elements, or to any other Unit, will be made by the Association, and the cost will be assessed against the Unit from

which the mold or mildew originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under the Declaration of Condominium Documents of Canterbury at Aberdeen

- b. The Unit Owner must maintain the interior of his Unit at all times in a manner to prevent water damage. In the event that a Unit Owner fails to prevent water damage, including but not limited to failing to shut off the main water to the Unit when the Unit Owner will be absent from the Unit for seventy two (72) hours or longer, and water leakage causes damage to the portions of the Unit that are maintained by the Association, or to Common Elements, or to any other Unit, the costs of all repairs and remediation will be borne by the Owner of the Unit from which the water originated. Repairs to the portions of the Unit that are maintained by the Association, or to the Common Elements, or to any other Unit, shall be made by the Association, and the cost will be assessed against the Unit from which the water originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under the Declaration of Condominium Documents of Canterbury at Aberdeen.

10. **EXTERIOR APPEARANCE:** No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

No Unit Owner shall make any structural addition, alteration or improvement to any building, nor shall he paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of the Executive Board, except as provided for in these Rules and Regulations.

11. **OUTDOOR EQUIPMENT** Bicycles, toys, boats and other outdoor equipment may not be left in roadways, driveways, or lawn areas overnight or indiscriminately strewn over the common area at any time.

12. **FLAMMABLE MATERIALS:** No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

13. **GUEST OCCUPANCY:** A house guest is a person known to the Unit Owner and who is staying in the unit for one or more nights and who is not paying a charge to the Unit Owner. Temporary guests are permitted to stay in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other Unit Owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to

limit the number of temporary guests which may stay in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

14. **HURRICANE PREPARATIONS:** Each Unit Owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:
 - a. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.
 - b. Designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnish the agent of the Management Company with the name of said firm or individual.
 - c. Any Unit Owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Unit Owners and/or to the common elements resulting from such failure.
15. **INSURANCE RATES:** No Unit Owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.
16. **MOTOR VEHICLES**
 - a. Motor Vehicles, except commercial motor vehicles, shall be parked in Unit Owner's garage or driveway area, or in one of the three (3) community public parking areas. This includes motor vehicles of guests and business invitees of Unit Owners. There is absolutely no street parking (except temporarily for service purposes as described in (h.) below. And there is absolutely no street parking overnight between 12:30 a.m. and 7:00 a.m. All vehicles improperly parked will be towed away at the expense of the resident doing or permitting such act, and/or the owner of the vehicle.
 - b. No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
 - c. No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
 - d. All vehicles parked on the condominium property must be in good condition and in a good state of repair. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property
 - e. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages, driveway, or other common or private areas. Under no circumstances is any vehicle to be parked alongside the curb where a fire hydrant exists.
 - f. Vehicles, including but not limited to moving vans, may not be driven onto Association lawn areas without prior consent of the Management Company. The

- Unit Owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.
- g. No tent, camper trailer, automobile trailer or other movable or portable structure shall be used or permitted on the premises unless stored, out of sight, in Unit Owner's garage
 - h. No commercial vehicles shall be kept upon or in front of said premises except in connection with the servicing and maintenance of said premises. Said vehicles are permitted temporary parking while making delivery to or from, or while used in connection with providing services to, any unit or the condominium property.
 - i. Cars used by governmental law enforcement agencies are expressly permitted.
 - j. Vehicles improperly parked will be towed away at the expense of the Unit Owner or resident doing or permitting such act, and/or the owner of the vehicle.
17. **MOTORCYCLES:** Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common elements or Association property other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that in the Board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the Unit Owner to whom the motorcycle owner was a guest or invitee.
18. **NUISANCES:** No Unit Owner shall make or permit any disturbing noises any place upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium.
19. **OUTDOOR COOKING:** No cooking or barbequing shall be permitted in any enclosed or screened-in patio, balcony or porch.
20. **PASSAGEWAYS:** Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.
21. **PERSONAL INSURANCE:** Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by the Unit Owner, or the personal property of the Unit Owner. Unit Owners may also be responsible for the payment of any deductible

- under the Association's policy when damage is caused to their units or by their negligence. It is recommended that each Unit Owner obtain individual insurance to cover the foregoing.
22. **PERSONAL PROPERTY:** The personal property of a Unit Owner shall be stored within his unit, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.
23. **PETS:** Except with the written consent of the Board, which may be granted or withheld at the Board's sole discretion, only one cat or one dog is permitted in any Unit.. No dog or cat shall weigh more than twenty (20) pounds. Any permitted cat or dog must be carried or walked on a leash at all times. In addition, fish, birds and other small animals are permitted as long as they are not kept for commercial purposes and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited.
- a. No pet is permitted which creates an unreasonable source or noise or annoyance to other residents of the condominium. No pet may be kept outside of any Unit in the absence of any resident of the Unit. The keeping of a dog or other domestic pet in the condominium is not a right of a Unit Owner but is a conditional license which is subject to termination at any time by the Board upon finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. If any such conditional license is revoked, the Unit Owner shall remove his pet from the condominium immediately
 - b. Resident shall immediately pick up and remove any solid animal waste deposited by his pet on the condominium property, Such waste shall be properly stored until the day of trash pick-up.
24. **PLANTINGS:** No plantings of whatever nature shall be made by any Unit Owner upon any public areas and/or other portions of the common elements, without prior written approval of the Board.
25. **RIGHT TO ENTER IN EMERGENCIES:** In the case of emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.
26. **ROOF:** No person shall be permitted upon the roof of any building without the prior written consent of the Board.
27. **SALE OR LEASE OF A UNIT:** All sales must be approved by the Board of Directors. The following procedures are established in accordance with Condominium Documents.
- a. The Unit Owner seller must supply to the Board a Notice of Intent to Sell.
 - b. Application must be submitted to the Board. Further, Condominium Documents require that the Unit Owner seller is responsible for supplying any additional information requested regarding the purchaser that might be required from time to

- time by the Board. The application fee for resale or lease is a \$50.00 payable to Canterbury at Aberdeen and \$50.00 fee payable to the management company.
- c. The Board will schedule an interview time at least three days after all the required information is supplied. The Board will interview the prospective purchasers, and then in its absolute discretion may or may not issue a Certificate of Approval.
 - d. The Condominium Documents also make provision for leasing (rental) of units.
 - i. Occupancy may be only by the lessee, his family, servants, and guests. The owner must supply a copy of the lease to the Board of Directors. The requirements for a sale as set out in Paragraph 27a above also apply in the case of a rental anticipated to last more than six months. Any type of arrangement whereby a non-owner occupies a unit in the absence of an owner, for money or not, with or without a written rental agreement, for more than six months, is subject to the application and approval process set forth in these Rules and Regulations, including a \$100 processing fee. A security deposit of \$500 shall be submitted to the Association, said deposit to accrue interest at prevailing bank rates and held in escrow until termination of the lease and determination that no damage has been done to any of the common properties. It shall be the responsibility of the Unit Owner to ensure their renters are aware of and follow these Rules and Regulations.
 - ii. In no event may a unit be rented or leased for less than two months.
 - iii. There shall be no more than two (2)) rentals in any twelve (12) month period.
28. **SOLICITATIONS:** There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in writing by the Board.
29. **SERVICE PEOPLE:** No Unit Owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.
30. **SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.
31. **TRASH AND GARBAGE:** The blue and yellow recycle bins shall be used for their designated purposes and all other refuse, and trash shall be securely wrapped in plastic garbage bags placed in containers and left at the curbside for pickup. In an effort to keep a neat exterior for all units, trash and garbage may be placed at the curb no earlier than 6 PM on the night prior to pick up. All garbage receptacles must be returned to Unit Owner's garage no later than 6 PM on the day of pick up. Under no circumstances are garbage cans

permitted outdoors at any other time. In addition, no newspapers are permitted to accumulate in driveways. Unwanted papers should be placed in recycle bins.

32. **WINDOW. DOOR AND PATIO TREATMENTS:** No awning canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the unit. 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 treatment are being cleaned or repaired.

No "For Sale/For Lease" sign shall be placed in the windows. No signs of any type shall be placed on the common area, or so as to be visible from the common area