GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners and Occupants of Boca Bridges (the "Community"). All Rules and Regulations shall apply to and be binding upon all Owners and their Occupants (collectively referred to herein as "Owner" or "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. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Boca Bridges, as amended and/or supplemented from time to time (the "Declaration").

- Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the
 actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors and other persons for
 whom Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.
- 2. Observance of Governmental Requirements. All applicable laws, zoning ordinances, orders, rules, codes, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property 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 Association Property or any Home or Lot.
- 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 Association Property or any Home or Lot which tends to cause embarrassment, discomfort or unreasonable annoyance or nuisance to any Owner or such Owner's family members, guests, invitees and tenants using any portion of the Community.
- 5. 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) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
 - Any remodeling or construction activities and site preparation activities should only occur during the hours of 8:00 am-6:00 pm Monday through Saturday, No remodeling or construction activities or site preparation activities are permitted on Sundays or the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day. (Revised 3/21/2023)
- 6. 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 Governing Documents (as defined in the Declaration), including all Rules and Regulations promulgated by the Association and the HOA Act. 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 or its designees in accordance with the Declaration and the HOA Act.
- 7. Enforcement. Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may suspend any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the HOA Act.
- 8. Members and other residents shall not engage in any abusive or harassing behavior, either verbal, written, e-mail, physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors. (Revised 3/21/2023)

- 9 Revocation. Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
- 10 No Amendment. 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 Declaration shall prevail.
- 11 Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to such Owner's Lot or the exterior of such Owner's Home without the prior written approval of the Architectural Control Committee ("Committee") and a security deposit in an amount determined by the Board to cover incidental damages caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of improvements, additions, or alterations to such Owner's Lot or the exterior of the Home. All requests for Committee approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE"):

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the Committee. The Committee shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the Committee fails to approve or disapprove a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The Committee shall employ the following minimum criteria for approval or rejection of requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.
- (iv) Consistency with municipal requirements.

If approved by the Committee, all construction shall be subject to the terms and conditions set forth in the Committee's approval, the Governing Documents, the Rules and Regulations, and any federal, state, municipal or county ordinance, rule, statute or code or any other applicable laws or regulations ("Governmental Requirements"), including, without limitation, obtaining all proper permits.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every of the following items:

- Painting. The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements, but shall not be the sole basis. For example, the Committee may permit Owners to stain or varnish their doors and garage doors, or replace same with wood or wood-like products notwithstanding such stain or varnish colors and/or wood or wood-like products are not provided by Declarant to its original purchasers.
- 2. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.
- 3. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
- 4. Antennae. No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Governing Documents and the Committee to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Associations relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
- 5. Driveways. Approval for the widening of driveways may be considered if finished with material of a selection, color and style consistent with the original installation and only if the placement and location of the additional pavers does not interfere with the drainage for the Lot or the neighboring Lot. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.
- 6. Awnings. An Owner shall not install or attach any awnings to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted and restrictions relating to locations and the maintenance of the awnings.
- 7. Lighting Fixtures. Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
- 8. Exterior Lighting. Except for seasonal decorative lights, which may be displayed between November 15th and January 15th only, all exterior lights must be approved by the Committee. (Revised 1/25/2023)
- 9. Above Ground Swimming Pools and Spas. Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless the entire spa is located under a covered patio area of the Home. Screen enclosures are not considered a covered patio area for purposes of this paragraph.
 - 10. Play Equipment; Outdoor Courts. Permanently installed play equipment may be approved which is of a common playground type designed for children. No equipment shall be permitted within lake maintenance, utility, drainage or access easements, except basketball hoops in the driveway areas. All basketball hoops and backboards in front yard areas shall be permitted on a pole in the driveway only at a location which is no closer than midway between the garage door and the front property line. Certain outdoor sports courts may be permitted at the discretion of the Committee if the Lot can accommodate such a court, but Owners are not permitted to use such courts after 10:00 p.m. and outdoor lighting is not permitted after 10:00 p.m. The Committee may also require screening of any such courts. Pickleball courts are not permitted.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

- 11. Conversion of Garages. Conversion of garages to air conditioned livable space shall not be permitted. Notwithstanding the foregoing, no Owner shall store any items, materials or other personal property in the garage of such owner's Home to the extent such storage would limit or prohibit the use of the garage for the parking of at least two (2) vehicles inside of the garage.
 - 12. Flags. No flag(s) may be exhibited, displayed, inscribed, painted, or affixed in public view or on the exterior of any portion of a building, vehicle, or other Improvements in the Community (including, without limitation, a Home). Notwithstanding this restriction, any homeowner may display a United States flag or official flag of the State of Florida as well as a flag not larger than 4 ½ feet by 6 feet that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, or any other flags required to be allowed pursuant to Florida Law. All flags must be displayed in a respectful manner and may be erected on a freestanding flagpole no more than 20 feet high on any portion of the Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Governing Documents. (Revised 3/21/2023)
 - 13. Review and Inspection Fees. The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The Committee may require such Review and Inspection Fees to be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the Committee shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any such security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Governing Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.
 - 14. Security Deposit. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 (\$5,000.00) Dollars) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The amount of the security deposit may be increased or decreased as may be determined by the Board from time to time.
 - 15. Solar Panels. An Owner shall not install or attach any solar panels to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design and size of solar panels which may be permitted and restrictions relating to locations and the maintenance of the solar panels.
 - 16. Fountains. The installation of a fountain upon a Lot may be considered for approval if installed with timers and if to scale with the area of installation. No fountains shall be permitted within lake maintenance, utility or drainage easements. Fountains shall only be permitted to run between the hours of 7:00 AM and 11:00 PM.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR OPEN PATIOS, SCREEN ENCLOSED PATIOS AND POOL DECKS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for open patios, screen enclosed patios and pool decks. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every screen enclosure installation:

- 1. Approval for screen enclosures shall be limited to aluminum frame structures which are bronze.
- 2. Approval for screen enclosures shall be limited to screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black).
- 3. Kick plates may be approved which are no taller than 24" above the patio and/or pool deck.
- 4. Obscure screen materials shall be prohibited.
- 5. No enclosures shall be permitted at the front entries.
- 6. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the Committee.
- 7. Open patios, screen enclosed patios and pool decks must maintain the following setbacks, assuming drainage easements and other easements do not exist and assuming that any enclosure is built with a screen roof rather than a solid roof:

POOLS AND SPAS

Minimum decking behind pool – building code issue, not zoning issue Rear yard setback from edge of pool water to property line – non open space lots

Rear yard setback from edge of pool water to property line - open space lots (excludes LME)

Side yard setback from property line to edge of pool water (corner lots) Side yard setback from property line to edge of pool water (interior lots)

50's and 55's	75's and 90's
per building code	per building code
5'	10.5'
3'	3'
13'	18'
ZLL-3' / NZ-5'	10.5'

751a and 001a

15'

10'

50's and 55's 75's and 90's 2' 7.5' 0' 0' ZLL-0' / NZ-2' 7.5'

SCREEN ENCLOSURES

Rear yard setback from property line to screen – non open space lots Rear yard setback from property line to screen – open space lots* (excludes LME)

Side yard setback from property line to screen – interior lots Side yard setback from property line to screen – corner lots

ZLL - Zero Lot Line Home NZ - Non Zero Lot Line Home

- * An "open space Lot" is a Lot that abuts an open space area fifty (50') feet or greater in width.
- 8. Notwithstanding anything to the contrary contained in these Rules and Regulations, there shall be a minimum two foot (2') setback requirement from the side yard lot line on the "zero lot line" side of a Home for that portion of any open patio, screen enclosed patio and/or pool deck that extends beyond the foot masonry wall extending from such "zero lot line" side of the Home (the "Privacy Wall"). In addition, if an Owner installs or constructs such open patio, screen enclosed patio and/or pool deck between two feet (2') and five feet (5') from the side yard lot line on the "zero lot line" side of a Home, then a Hedge must also be installed by said Owner within the two foot (2') setback area along that portion of the open patio, screen enclosed patio and/or pool deck that extends beyond the Privacy Wall in order to provide a vegetative privacy barrier.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR OPEN PATIOS, SCREEN ENCLOSED PATIOS AND POOL DECKS

Except as expressly provided in this paragraph, no planting, landscaping and/or other improvement whatsoever, including, without limitation, hedges, trees, pool decks, patios, screen enclosures, etc. shall be permitted within the rear five (5') feet (the "Rear Yard Drainage Swale Area") of any "Non-Lake Lot" which for the limited purposes of this paragraph is defined to mean a Lot in which no portion of such Lot is abutting any portion of a lake maintenance easement. The Rear Yard Drainage Swale Area is for drainage and flowage of storm water runoff. Notwithstanding the first sentence of this paragraph to the contrary, subject to the prior written approval from the Committee, an Owner of a Non-Lake Lot may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Area provided that such pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not cause storm water runoff to discharge therefrom onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, no pool/spa deck, patio and/or screen enclosure to be constructed within a Rear Yard Drainage Swale Area shall be approved by the Committee unless such pool/spa deck, patio and/or screen enclosure is designed and constructed in a manner that will retain all storm water runoff within the Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the Committee for the installation of a fence across the Rear Yard Drainage Swale Area to the rear property line of such Owner's Non-Lake Lot, subject to the terms and conditions of the Boca Bridges Documents and the prior approval of the Committee.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every fence installation:

- 1. Only certain styles of aluminum rail fences shall be approved.
- 2. No style of wood or chain link fence shall be approved.
- 3. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be approved or installed which encroaches into Association Property, other Lots, Lake Maintenance Easements, Lake Maintenance Access Easements and/or Drainage Easements.
- 4. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the Home and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.
- 5. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated, unless specifically required by the Palm Beach County Unified Land Development Code, (b) except as otherwise provided below, any drainage easement on the Property as set forth on the Plat, any Additional Plat or in any separate instrument recorded in the public records of the County, and/or (c) any Lake Maintenance Easement.
- 6. Except for fences originally installed by Declarant, the only fence type allowed to be installed by an Owner shall be an aluminum, bronze-colored rail picket fence, with rails no wider than one (1") inch and spaced no closer than three (3") inches on center.
- 7. All fences shall have a height of five (5') feet. However, if the fence serves as a pool barrier and the requirements of Palm Beach County (the "County) provide for a minimum height of the fence in excess of five (5') feet, then the height of the fence shall be the minimum height required by County requirements and all other fencing on the Lot connected and tying-in thereto shall be the same minimum height required by the County requirements so that all fencing on the Lot shall have a common and uniformed height.
- 8. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer or inner side of the fence within the Lot to provide screening. No fence shall be permitted on corner Lots which cross a utility easement. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line without the approval of Committee, county and the utility company occupying the easement and without a removal and indemnification agreement as may be required by the County and/or the Association.
- 9. No fence shall be approved which does not provide access to the Owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang, if applicable.
- 10. For Lots with drainage easements, the approval from and execution of fence removal and indemnification agreements with the Association and/or the applicable Governmental Authorities may be required.
- 11. Any fence which crosses a utility easement may require approval in writing by all utility companies occupying the easement.
- 12. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
- 13. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
- 14. For any fence, if approved, the Owner shall be responsible to meet all County requirements and criteria including, but not limited to, proper permitting and surveying.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES (continued)

15. In accordance with the Declaration, an Owner who elects to installs a fence without an operable gate in a location and of sufficient width approved by the Association assumes full responsibility for maintenance of the lawn and landscaping in the portion of the Lot which becomes enclosed by the fence construction and the Association shall not have any further obligation to perform any of the Home Landscape Services for such enclosed portion. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying and edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot:

- 1. Location. No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements (except as may be permitted by the Committee with the execution of a removal and indemnification agreements with the Association and/or the applicable Governmental Authorities), lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge easements or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.
- 2. Applications; Submittals. All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.
- 3. Screening. Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of fences, walls or hedges, or a combination thereof, as determined by the Committee. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any fence, wall and/or hedges which may be approved as part of the screening requirements for the Generator System.
- 4. Compliance with Governmental Requirements. For any Generator System approved by the Committee, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.
- Plumbing. A licensed and insured LP gas contractor must be used to install any necessary underground plumbing.
- 6. <u>Maintenance</u>. All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
- 7. Required Removals. For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
- 8. <u>Limitations.</u> Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.

TRAMPOLINES

These Rules and Regulations regarding the use and location of trampolines are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline. These rules regarding trampolines are in addition to Rule 10 of the Additional Guidelines for Additions and Alterations titled "Play Equipment".

- 1. Approval. No trampoline shall be installed or otherwise placed on the Lot of any Owner without the Owner first submitting an application and receiving approval from the Committee. All applications for a trampoline shall include, in addition to other standard information (a) the make, model and specifications of the trampoline, (b) a picture of the proposed trampoline, (c) the intended designated location for placement of the trampoline on the Lot, and (d) such other requirements as may be set out herein, and/or as requested by the Committee and/or the Board. The Committee, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case by case basis. The approval by the Committee of placement of a trampoline on an Owner's Lot does not prohibit the Board or Committee from denying the placement of a trampoline on another Owner's Lot under similar circumstances. All Committee approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning the approved trampoline is stored indoors.
- 2. Trampoline Materials. All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior. All trampolines must include a fixed safety net designed to prevent a user from falling off the trampoline. All trampolines must be capable of being stored indoors.
- 3. Dangerous Activity; Hold Harmless. By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline is an inherently dangerous activity, and the Committee's approval of the placement of the trampoline is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the Committee, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the Committee Members and the Declarant for any and all claims, damages, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, reasonable attorneys' fees, expert fees, and costs in any and all actions, judicial, municipal, legal or appellate, that may arise from the use and/or placement of the trampoline.
- 4. Trampoline Use. Use of a trampoline by anyone under the age of eighteen (18) is prohibited without adult supervision. No trampoline may be used unless a fixed safety net is properly installed and in use.
- 5. Trampoline Placement. The placement and use of a trampoline is only permitted in the back yard of the Lot. No trampoline is, or shall be, permitted on a Lot that is not completely fenced in. No trampoline shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.
- 6. No Maintenance/Replacement of Sod under Trampoline. By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod located under the trampoline, all such responsibilities thereafter being the responsibility of the Owner of the Lot.
- 7. Remedies. In the event the Owner does not properly care for or otherwise maintain the approved trampoline and the area immediately adjacent to and/or under the approved trampoline, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline from the Owner's Lot and dispose of the removed trampoline in a proper trash receptacle and/or the Association may perform such lawn care maintenance around and under the trampoline and charge the Owner for such service. In that regard, all fees and costs related to the enforcement of these rules and regulations including, without limitation, attorneys' fees, trash disposal, and lawn maintenance and care, shall be collectible from the Owner by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

MAINTENANCE AND APPEARANCE OF HOMES

- 1. General. Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.
- 2. Personal Property. The personal property of an Owner shall be stored inside such Owner's Home or garage and not be visible to surrounding neighbors or from Association Property.
- 3. Hurricane Season. Each Owner who plans to be absent from such Owner's Home during the hurricane season shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible firm, person or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage and shall furnish the Association with the name of the designated firm or individual.
- 4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant, shall require Committee approval.
- 5. Window Decor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted, however, the color of any portions of a blind, decorative panel or window treatment which are visible from the exterior of the Home must be neutral and otherwise consistent with the color scheme of the existing improvements. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.
- 6. Landscape Material. No trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the Committee. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot or Association Property without the prior written consent of the Committee. Zoysia and artificial turf are not permitted to be installed in the front yard of any Lot. Replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots regardless of the reason whatsoever, shall be the obligation of the of the Lot upon which replacement is required. Such replacement shall be with replacement material of similar size and species of that being replaced unless approved by the Committee. For Lots with drainage easements, the installation of hedges, shrubs and/or ground cover plantings may be installed subject to the approval of the Committee (which such approval may be conditioned on the execution of a removal and indemnification agreement as may be required by the Association and/or the applicable Governmental Authorities). Notwithstanding the foregoing, and subject to the prior approval of the Committee, which may be withheld in its sole and absolute discretion, hedge(s) which exceed the height of a five (5') foot fence may be planted for privacy purposes on (i) non- Lake Lots, or (ii) on a Lake Lot where such hedge(s) will not materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the Committee may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create an obstruction of a lake view. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot.
- 7. Alteration of Drainage. No sod, top soil, fill or muck shall be removed from or added to Lots without prior written consent of the Committee. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.
- 8. Outdoor Furniture. Outdoor furniture shall be permitted only in the rear yard of a Lot, covered verandahs, covered entrances and patios, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.

MAINTENANCE AND APPEARANCE OF HOMES (continued)

- 9. Air Drying. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.
- 10. Basketball Hoops. Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the Lot and at all times located and stored in the driveway at a location which is no closer than midway between the garage door and the front property line.
- 11. Home Landscaping Services. The levels of service and schedule of services for the Home Landscaping Services (as described in the Declaration) shall be determined by the Board from time to time. The Home Landscaping Services initially will include mowing sod, landscape trimming, tree trimming (for trees only up to twelve feet (12') in height), weeding, fertilization, exterior pest control spraying, and mulching (two (2) time per calendar year). Notwithstanding the obligation of the Association to perform the Home Landscaping Services, any replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required. The Association may, at its option, discontinue replacing sod on the Lots, in which event the replacement of any sod on the Lots would become the responsibility of the Owners. In the event that the Committee approves any additional trees, shrubbery or landscaping to be installed on the Lot which was not initially installed by Declarant, the Association's Home Landscaping Services will not include the maintenance and care of such additional material.

TRASH AND OTHER MATERIALS

- 1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside trash pick-up). For curbside pick-up, Trash shall be placed in sanitary self-locking containers.
- 2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.
- 3. No odors shall be permitted to arise from trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
- 4. 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 Community.
- 5. Each Owner shall regularly pick up all Trash around the Home and Lot.

PARKING AND VEHICULAR RESTRICTIONS

- 1. Parking shall be permitted only on driveways, inside garages or in areas specifically designed as "parking areas" by the Association. No parking shall be permitted on sidewalks. No overnight parking on the streets or swales is permitted.
- 2. If parked on driveways, vehicles shall not obstruct traffic on the streets.
- 3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking spaces. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
- 4. 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.
- 5. Overnight parking of boats in the Community shall only be allowed from 6:00 p.m. on Friday evenings until 8:00 a.m. on Monday mornings (or until 8:00 a.m. on Tuesday mornings if the preceding Monday is a national holiday). At all other times, no overnight parking of boats in the Community is allowed unless within the garage of the Home and with the garage door closed.
- 6. No overnight parking of commercial vehicles on a Lot is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes and recreational vehicles shall not be parked in the Community.
- 7. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and (b) repairs made within the garage of the Home and with the garage door closed.
- 8. Disposal of drained automotive fluids is not allowed within the Community.
- 9. 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.
- 10. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
- 11. 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.
- 12. Car washing shall be permitted only on an Owner's driveway.
- 13. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
- 14. 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 Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
- 15. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If 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.
- 16. Motor Assisted Devices.
 - a. For purposes of this rule, motorized scooters, hoverboards, motorized in-line skateboards, and an electric personal assistive mobility device ("EPAMD or "Segway"), shall be referred to as "Motor Assisted Devices."
 - b. Motor Assisted Devices are limited to those devices which are not capable of being propelled at a speed greater than 20 miles per hour.
 - c. Any person operating a Motor Assisted Devices within all common areas from sunset to sunrise shall carry and maintain a valid driver's license. Operators not in possession of a valid driver's license shall not be able to proceed if stopped by security.
 - d. Hoverboards and motorized in-line skateboards shall be prohibited within all common areas from sunset to sunrise.
 - e. Motor Assisted Devices shall be prohibited from being used at any time in, at, or near any Recreational Facility, or any area appurtenant to any Recreational Facility. For purposes of this Rule, a "Recreational Facility" shall include, but shall not be limited to, the Clubhouse, the Clubhouse facility, the Clubhouse parking lot(s), all

amenity areas near or appurtenant to the Clubhouse, the Tennis Center, the parking lots appurtenant to the Tennis Center, and all other areas used for recreational, sport, and/or entertainment purposes. Notwithstanding the above prohibition on use in at or near the Recreational Facility, Motor Assisted Devices may be used to travel to and from the Clubhouse and Tennis Center facilities and to park the device in a designated area.

- f. Motor Assisted Devices shall be prohibited from being used at any time on Sauvignon Pkwy, and from the intersection of US Hwy 441 and Cabernet Drive to the Association rear entrance gates (441 Gates). Motor Assisted Devices may, however, be used in the bike lanes of Sauvignon Pkwy, and Cabernet Drive.
- g. Every motorized scooter or EPAMD, when in use at any time after sunset to sunrise, must be equipped with a lamp on the front that emits a white light and with a red light on the rear.
- h. Registration: Motor Assisted Devices are required to be registered annually with the Association, at which time a permanent identification number sticker will be issued. An annual decal will be issued for the Motor Assisted Device when the application is provided. Annual registration is due by January 1st of each year.
- The parent or guardian of any child shall not authorize or knowingly permit any such child to violate any of these rules.
- j. Any driver of a Motor Assisted Device operating on any sidewalk, or across a roadway upon and along a crosswalk, within the Association shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.
- k. The use of go carts is prohibited in all common areas.
- I. The foregoing restrictions shall not apply to: (a) non-licensed and non-registered wheelchairs or similar vehicles used for the transportation of disabled persons; and (b) golf carts, which may be operated within the Community in accordance with the rules and regulations set forth herein.
- m. The restrictions in this section are in addition to, and not in lieu of, any local, state, or federal rule, law, or regulation as they relate to Motor Assisted Devices.
- n. EACH SUCH OWNER AND OPERATOR, JOINTLY AND SEVERALLY, SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD, AND THE OTHER MEMBERS OF THE ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A MOTOR ASSISTED DEVICE IN THE COMMUNITY.

(Revised 5/2/2023)

17. Street parking is restricted to either the odd side or even side of the road in line with the odd and even months. During the months of January, March, May, July, September, and November parking is permitted on the side of the road where homes end in odd number addresses. During February, April, June, August, October, and December parking is permitted on the side of the road where homes end in even number addresses.

(Revised 3/21/2023)

18. Traffic Violations

Any person operating a motor vehicle shall abide by all traffic regulations applicable to vehicular traffic inclusive of posted speed limits, yield and stop signs. Camera and radar devices may be deployed within the Community to monitor speed and moving violations. A traffic fine violation may be issued in accordance with the sanction fining schedules adopted by the Board. Traffic fine violations may escalate per violation. Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for actions as provided by the Governing Documents, which may include but are not limited to possible suspension of automated Resident Gate Access privileges for multiple violations and/or the suspension of any and all of the rights of the Owner or an Owner's tenants, guests, or invitees to use the Association Property and facilities (including without limitation, the Recreation Tract). (Revised 2/29/2024)

ANIMALS AND PETS

- 1. Ordinary house pets are permitted subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Presa Canarios (canary dog) and "Dangerous Dogs" all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine, in its discretion, a maximum number of pets per household.
- 2. Under no circumstances shall a Pit Bull, Rottweiler, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
- 3. 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.
- 4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. 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. Pit Bulls, Rottweilers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as an unusual pets and are, therefore, prohibited.
- 5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner and/or Occupant who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner and/or Occupant having any animal in the Community.
- 6. 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 Home.
- 7. 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.
- 8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
- 9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
- 10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
- 11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner and/or Occupant, upon written notice from the Association, shall be required to rehome the animal.
- 12. No Owner or Occupant shall inflict or cause cruelty upon or in connection with any pet.

USE AND ENJOYMENT OF LAKES

- Owners, or the family members, guests, invitees and tenants of Owners, shall be permitted to engage in "catch and release" fishing in the lakes. An Owner shall only access the lakes for fishing from the lake maintenance easement area or lake maintenance access easement area which immediately abuts Owner's Lot if the Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different lake or another area of the same lake, then access to the lake for fishing shall be exclusively from a lake maintenance access easement area abutting Association Property. Notwithstanding the preceding, an Owner shall not be permitted to fish from any lake maintenance easement or lake bank area which immediately abuts another Owner's Lake Lot. If no portion of the lake maintenance access easement or lake maintenance easement abuts Association Property, Owners other than lake lot Owners whose lots abut the lakes shall not be permitted access to that lake. In addition, no Owner shall be permitted access to or to fish in any lake maintenance easement or lake bank area which immediately abuts a Lake Lot owned by another Owner.
- 2. Lake Lot Owners, or the family members, guests, invitees and tenants of Lake Lot Owners, shall be permitted to operate non-motorized and electric watercraft in the lakes. No other persons shall be permitted to operate watercraft in the lakes. Notwithstanding the foregoing, a Lake Lot Owner shall only access the lakes from the lake maintenance easement area or lake maintenance access easement area which immediately abuts Owner's Lot. The launching into and removal from a lake of any permitted non-motorized and electric watercraft by a Lake Lot Owner shall be limited to that Owner's Lake Lot. Watercraft shall be limited in size to eighteen (18') feet in length.
- 3. No alteration, relocation, removal or damage shall be caused to any littoral plantings, wetlands plantings or upland plantings.
- 4. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
- 5. No installation of sand or other materials intended to simulate a beach is permitted along the lake banks or within the lake maintenance easements or rear yards of Lake Lots.
- 6. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the lakes are prohibited.
- 7. Watercraft and trailers shall not be stored on the lake banks or in the easement areas. Only watercraft which are permitted to be used within the lakes of the Community may be stored within the back yards of Lake Lots.
- 8. In no event shall an Owner cause any erosion or change in grade of any Lake Bank slope from design grade.

LEASING OF HOMES

- No portion of a Home, other than an entire Home, shall be rented by the Owner. No Home, or portion thereof, shall be sub-let.
- All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Governing Documents.
- 3. All leases shall provide for a minimum lease term of seven months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant. No home may be rented more than one (1) time during any twelve (12) month period.
- 4. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.
- 5. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes.
- 6. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
- 7. The Owner shall provide the Association with a copy of all executed leases in their entirety for the Home.
- 8. A person occupying a Home for more than one (1) months without the Owner or tenant or a member of Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purposes of the Declaration and these Rules and Regulations (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration and these Rules and Regulations which apply to tenants.

MISCELLANEOUS RULES AND REGULATIONS

- Signs. No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent", "By Owner" or "Open House" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvements in the Community (including, without limitation, a Home without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale", "For Rent, "By Owner", "Open House" or any other similar sign for the sale or renting of a Home for so long as Declarant owns a Lot in Boca Bridges or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of homes in the Community or other communities developed or marketed by Declarant or any of Declarant's affiliates, whichever is later.
- 2. Chemicals. Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, and (b) those substances use for normal household or yard maintenance use. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.
- 3. Moving. Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 am and 9:00 p.m. Portable self-storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self-storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.
- 4. Solicitation. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.
- 5. Residential Directory. Use of addresses, phone numbers and e-mail addresses set out in any resident directory is for official Association use only. The resident directory and all information therein contained may not be used by any Owner for their own political, charitable, or business purposes. Any contact information (including, without limitation, email addresses) provided to the Association or included in any correspondence to the Association may be used by the Association. All contact information in the Association's records may be included in the residential directory unless Owner sends written notice to the Association directing that such contact information not be included in the residential directory.
- 6. Hunting, Trapping or the Use of Firearms. Hunting, trapping, or the use/discharge of firearms, including, but not limited to, handguns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit an Owner from keeping a lawful firearm such Owner's Home.
- 7. Garage/Yard Sale. No Owner shall be permitted to conduct or hold a garage sale, yard sale, tag sale, estate sale or other similar sale from any portion of their Lot.
- 8. Garage Door Screening. No portion of the opening to any garage door may be covered or enclosed by screen material.
- Golf Carts. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Association. All other golf carts shall be powered by electricity or by similar noncombustion means.
 - a. Storage: When not in use, golf carts shall be parked or stored within the garage of the Home and with the garage door closed.
 - b. Golf carts may only be operated upon the paved roadways located within the Community. Operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic and shall operate their golf cart in accordance with all manufacturers' and other safety recommendations. The operator shall not impede the flow of traffic.
 - c. Golf carts occupying a designated disabled parking space must visibly display the disabled placard for the entire duration of the parking session._
 - d. The Association may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Association determines such use is incompatible with the normal and safe movement of traffic.

MISCELLANEOUS RULES AND REGULATIONS

- e.Golf Cart Operator: Any person operating a golf cart within the Community shall carry and maintain a valid driver's license. Operators not in possession of a valid driver's license will not be able to proceed if stopped by security. Golf carts will be parked at the location (off road/sidewalk) where they are stopped and will only be allowed to proceed when a licensed driver arrives. Security personnel are not permitted to drive passengers in security vehicles or golf carts. The Association will not be responsible for any damage to a golf cart which may occur as a result of a potential violation stop or temporary parking of the golf cart.
- f. Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals and a windshield.
- g. Each owner of a golf cart operated within the Community shall keep the golf cart in good condition and appearance. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear. The Association reserves the right to enforce a high level of maintenance for private golf carts.
- h. No owner of a golf cart may modify their golf cart in a manner that affects the recommended mode or operation, speed or safety of the vehicle.
- i. Registration: Golf carts are required to be registered annually with the Association, at which time a permanent identification numbered sticker will be issued. An annual decal will be issued for the golf cart when the application and proof of liability insurance is provided. The identification number and annual decal should be placed in clear view, on both sides of the golf cart. Annual registration is due by January 1st of each year. Proof of insurance is required at the time of renewal.
- j. Insurance: Golf cart owners must carry liability and property damage insurance on the golf cart of at least \$250,000.
- k. Hold Harmless: Each Owner (regardless of whether the Owner is the operator) and each operator of a golf cart (regardless of whether they are owner of the golf cart) will be responsible, jointly, and severally, for all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart in the Community. Accordingly, EACH SUCH OWNER AND OPERATOR, JOINTLY AND SEVERALLY, SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD, DECLARANT AND THE OTHER MEMBERS OF THE ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A GOLF CART IN THE COMMUNITY.
- I. Violations of these rules and regulations may result in a fine and/or suspension. (Revised 3/21/2023)
- 10. Recording and Broadcasting of Association Meetings. Owners shall provide not less than twenty-four (24) hour advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Facebook Live, or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and Special meetings of the Members scheduled in accordance with the Governing Documents; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

"Recreation Tract", as used herein, shall mean and refer to the Recreation Tract (as defined in the Declaration) and any portion thereof, including without limitation, recreation amenities, facilities and equipment located thereon and therein.

Responsibility:

- a. ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT SHALL DO SO AT THEIR OWN RISK. The Association and its Board 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 Association Property in general, including but not limited to the Recreation Tract. Persons using Association Property, including but not limited to Recreation Tract agree not to hold the Association or the Board liable for actions of any nature occurring within Association Property, including but not limited to the Recreation Tract.
- b. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for the actions and conduct of Owner and the actions and conduct of such Owner's family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- c. Any damage to Association Property, including but not limited to the Recreation Tract, 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.
- d. The use of Association Property, including but not limited to the Recreation Tract, 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. Use of the Tennis Courts and facilities by persons other than family members, guests, invitees or tenants of Owner shall be pursuant to the "Rules for Tennis Courts and Tennis Facilities" section set forth herein.
- e. The Association shall not be responsible for any personal injury or any loss or damage to personal property within Association Property, including but not limited to the Recreation Tract, regardless of where such property is kept, checked, left or stored on the premises.
- f. The Association shall have the right to require Owners (on behalf of themselves and their family members) and Owners' guests, invitees and tenants (on behalf of themselves and their family members) to execute a Recreational Amenities Release and Waiver in a form acceptable to Association prior to: (i) use of the Recreation Tract, and/or (ii) participation in any activities sponsored, promoted or set up by the Association.

General Use Restrictions:

- a. The Association Property, including but not limited to the Recreation Tract, shall be solely for the use of the Owner and such Owner's family members, guests, invitees or tenants, subject to the provisions of the Governing Documents. The Association retains the right to limit the number of guests or invitees per household that are permitted to (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
- b. Use of the Recreation Tract, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited except in connection with the Tennis Courts, as more particularly set forth in the "Rules for Tennis Courts and Tennis Facilities" section herein.
- c. Any use of the Recreation Tract, or any other portion of Association Property, for any private use shall be submitted for prior approval to the Board or its manager. For this purpose, "private use" shall include, by way of example but not limitation, any of the following: private lessons (such as swimming lessons), group lessons, instructional classes, aerobics classes, weight training instruction, exercise classes (including karate or other martial arts classes), social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses, and motivational speakers. The foregoing shall not apply to the Tennis Courts and facilities. Use restrictions and requirements relating to the Tennis Courts and facilities shall be as set forth in the "Rules for Tennis Courts and Tennis Facilities" section herein.
- d. Residents shall accompany and remain with their guests and invitees to the Recreation Tract.
- e. Pets shall not be permitted in the Recreation Tract.

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT (continued)

- f. The walkways and entrances of the Recreation Tract and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.
- g. No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association.

3. Cleanliness:

- a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. 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 Association Property.
- c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left in the Association Property, including, but not limited to the Recreation Tract.
- 4. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

RULES FOR THE CLUBHOUSE

1. Clubhouse Use:

- a. Clubhouse hours shall be as established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board. Activities outside the Clubhouse shall not be allowed after 9:00 p.m. without the prior approval of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Association.
- b. Use of the Clubhouse, Indoor Sports Complex, Fitness Center (Gym), Fitness Studio, other Multipurpose Rooms, and the Restaurant (collectively, the Clubhouse facilities), shall be at residents' and guests' own risk and should only be used by those who are proficient or competent in the use of the gym equipment, game room machines, and any other items (collectively, the "equipment"), located within the facilities. Residents, guests, and tenants shall read safety signs, warning labels, obtain instruction on use, and be alert to the potential for injury when using or being near the equipment.

Persons Requiring Supervision:

Any person not capable of using the equipment or the Clubhouse facilities in a proper manner not to cause physical harm to the equipment and/or facilities or bodily harm to their person(s) should have proper supervision. Proper supervision means actively watching and directing a person's activities such that physical harm to the facilities or themselves is prevented. A person must receive supervision and care in accordance with their needs.

Supervision must be provided by an Owner or supervising adult (18) years of age or older. No person may supervise more than (5) people at the same time. The supervisor must be able to observe all people under his or her supervision from one location.

Fitness Center (Gym)

The Gym contains few if any age appropriate fitness equipment for persons thirteen (13) years of age and younger. Age appropriate means the equipment is child sized, or adapted so a child can use the equipment safely, and suitable to the age range and developmental abilities of the child. Equipment with a specified age range by the manufacturer must be followed. Exercise equipment including stationary bicycles, stair climbers and treadmills if not used properly can result in serious injury to any person.

In the gym, an Owner or supervising adult shall not supervise more than 2 people, at the same time.

Responsibility

An Owner shall be held responsible for the actions and conduct of the Owner's family members, guests, and tenants. The parents or legal guardians of any child who is using the Clubhouse facilities shall remain solely responsible for the supervision, care, and well-being of their child.

The Restaurant Operator shall immediately contact security to address potential violations of this rule or other reportable incidents.

Solely with regard to the enforcement of this rule the Association shall have the right to immediately terminate, refuse permission, or require the proper supervision of a resident or guest to use the Clubhouse facilities for any reason, in their sole discretion. Any levy of fines and suspensions subsequent to such immediate actions shall be in accordance with section 720.305, Florida Statutes and the Fining and Suspension Procedures of the Association.

(Revised 9/5/2023)

- c. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- d. No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements of all applicable governmental entities shall also be strictly observed.
- e. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Social Director.
- f. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must first be approved by the Board.
- g. All community events and meetings shall supersede the use of all other events throughout the Clubhouse.

2. Code of Conduct for the Clubhouse:

- a. No smoking (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
- b. No breakable containers shall be permitted outside of the restaurant and lounge.

RULES FOR THE CLUBHOUSE

- c. All alcoholic beverages consumed within the Clubhouse and related exterior amenities (i.e., pool deck, etc.) must be purchased from the Association's restaurant operator. Owners and their Occupants are not permitted to bring their own alcoholic beverages for consumption to the Clubhouse and related exterior amenities (i.e., pool deck, etc.). Alcoholic beverages may only be consumed in designated areas as approved by the Board from time to time. Alcoholic beverages shall not be served to anyone under the age of 21 or to intoxicated persons.
- d. Proper attire shall be worn in the Clubhouse.
- e. Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse, other than to use the locker room facilities provided that entry to and exit from the Clubhouse is through the door adjacent to the locker rooms directly accessing the Pool Area (as hereafter defined).
- f. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate, careless or irresponsible behavior resulting in damage to the Clubhouse furniture, accessories, appliances and/or any related equipment caused by the Owner and/or Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
- g. Boisterous or profane language shall be not used in the Clubhouse.
- 3. Rules for Use of Indoor Sports Complex:
 - The sports court is restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
 - No one shall be permitted on the sports court except those persons playing.
 - Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the sports court.
 - d. Only sneakers shall be worn on the sports courts. Black soled sneakers shall not be permitted.
 - Use of the sports court or arcade by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited.
 - f. Walking through the sports court during play shall be prohibited.
 - g. Entering or leaving a court shall only occur when the play of other players is stopped.

RULES FOR THE CLUBHOUSE (continued)

- 4. Fitness Center/Fitness Studio/Multipurpose Room Rules:
 - a. Fitness Center and Fitness Studio hours shall be as established by the Board from time to time.
 - b. All personal belongings shall be removed from the Fitness Center and Fitness Studio when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
 - c. All equipment shall be used at the risk of the person exercising.
 - d. Athletic shoes and shirts shall be worn at all times.
 - e. As a courtesy to others, people exercising are requested to allow others to work out with them.
 - A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
 - g. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel for that purpose.
- 5. Renting of the Lounge and/or Party Pavilion:
 - a. All reservations of the Lounge or Party Pavilion by Owners must first be approved by the Board or, if applicable, the Lifestyle Director. Renting of the Lounge or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Association's form of rental agreement.
 - b. Any Owner or other authorized person reserving the Lounge or Party Pavilion shall have the care, custody and control of such portion of the Lounge or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Lounge and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using a portion of the Lounge or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen, as applicable. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Lounge or Party Pavilion.
 - c. Owners wishing to reserve the Lounge or the Party Pavilion must first contact the Lifestyle Director to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if: (i) there has been no damage, misuse or theft to the Lounge or Party Pavilion and all furniture, equipment, accessories, and all appliances therein and (ii) if the Lounge or Party Pavilion, as applicable, is left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.
 - d. All community events and meetings shall supersede the use of all other events throughout the Lounge and/or the Party Pavilion.
- Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

RULES FOR THE SWIMMING POOL AREA

"Pool Area" as used herein shall mean and refer to the resort pool, lap pool, whirlpool spa, interactive wet play area, shade structures and the pool deck area.

1. Pool Area Use:

- a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS OR OTHER WATER FACILITIES IN THE POOL AREA SHALL DO SO AT THEIR OWN RISK. The Association and its Board 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 resort pool, lap pool, whirlpool spa, interactive wet play area and/or the Pool Area in general. Persons using the resort pool, lap pool, whirlpool spa, interactive wet play area and/or Pool Area agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area.
- b. Pool Area hours are from Dawn to Dusk, but in no event later than 9:00 p.m. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. The foregoing time restrictions shall not apply to activities occurring in the Pool Area which have been organized by the Association.
- c. Use of the Pool Area shall be at residents' and guests' own risk and should only be used by those who are proficient or competent in the use of the pool(s) being used (i.e., resort pool, lap pool, whirlpool spa, and interactive wet play area) and/or the Pool Area. Residents, guests, and tenants shall read safety signs, warning labels, obtain instruction on use, and be alert to the potential for injury when using the Pool Area.

Persons Requiring Supervision

Any person who is not capable of using the Pool Area in a proper manner not to cause physical harm to the equipment and/or facilities or bodily harm to their person(s) should have proper supervision. Proper supervision means actively watching and directing a person's activities. The person must receive supervision and care in accordance with their needs.

An Owner or supervising person shall not supervise more than 5 people at the same time. A supervisor must remain in direct physical contact with an infant younger than one year. Any child five years or younger must be within an arm's reach and in the sight of the supervisor at all times.

Supervision must be provided by an Owner or supervising adult (18) years of age or older.

Responsibility:

An Owner shall be held responsible for the actions and conduct of the Owner's family members, guests, and tenants. The parents or legal guardians of any child who is using the Pool Area shall remain solely responsible for the supervision, care, and well-being of their child.

Solely with regard to the enforcement of this rule the Association shall have the right to immediately terminate, refuse permission, or require the proper supervision of a resident, guest, or any other person, to use the Pool Area for any reason, in their sole discretion. Any levy of fines and suspensions subsequent to such immediate actions shall be in accordance with section 720.305, Florida Statutes and the Fining and Suspension Procedures of the Association.

Persons over the age of sixteen (16) are not permitted to use the interactive wet play area.

(Revised 9/5/2023)

d. Wheelchairs, strollers and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts and similar flotation devices shall be permitted in the lap pool.

2. Code of Conduct for the Pool Area:

- a. No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pools or whirlpool spa. Infants/children who are not toilet trained and adults who are incontinent must wear appropriate swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
- b. Animals shall not be permitted in the Pool Area.
- c. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area unless the equipment is used in conjunction with an event or activity scheduled by the Association.
- d. No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.

RULES FOR THE SWIMMING POOL AREA

- e. No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.
- f. Live musical entertainment (i.e., DJ, live band, etc.) is not permitted in the Pool Area unless organized by the Association.

3. Health and Safety Considerations:

- a. All users shall shower before entering the resort pool, lap pool, whirlpool spa and/or interactive wet play area. Water is circulated; persons using the Pool Area shall not swallow pool water.
- b. No soaps or shampoos shall be used at the pool side shower.
- c. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections, diarrhea and/or open sores shall not use the resort pool, lap pool, whirlpool spa and/or interactive wet play area.
- d. No glass containers or other breakable objects shall be permitted in the Pool Area.
- e. All belongings shall be removed when the user is leaving the Pool Area. The Association and its Board shall not be responsible for any belongings lost or stolen.
- f. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
- g. A four (4) foot walking area shall be maintained around the resort pool, lap pool, whirlpool spa and/or interactive wet play area. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.

RULES FOR THE SWIMMING POOL AREA (continued)

- h. In accordance with health department regulations, no food or drink are permitted in the resort pool, lap pool, whirlpool spa and/or interactive wet play area.
- i. No intoxicants are permitted in the resort pool, lap pool, interactive wet play area and/or whirlpool spa.
- 4. Use of pool furniture and equipment:
 - a. Pool furniture shall not be removed from the Pool Area.
 - b. Pool furniture shall not be reserved for anyone not in the Pool Area.
 - c. Pool furniture and equipment shall not be modified, altered or changed in any manner.
 - d. Towels shall be placed on pool furniture when in use.
- 5. The whirlpool spa may reach temperatures in excess of one hundred degrees Fahrenheit (100°F). If a permitted user of the whirlpool spa has a health risk, such user should first check with their physician before using the whirlpool spa.
- 6. Use of the Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract."

RULES FOR THE OUTDOOR COURTS AND OPEN PLAY AREA

"Outdoor Courts" as used herein shall mean and refer to the basketball court and pickleball courts.

- 1. PLAYERS SHALL PLAY AT THEIR OWN RISK.
- 2. Outdoor Court and Open Play Area Use:
 - a. The Outdoor Courts and Open Play Area are open for play from dawn to dusk.
 - b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
 - c. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.).
 - d. Use of the Outdoor Courts and Open Play Area is limited to one and a half (1½) hours of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.
- 3. Specific Use Restrictions:
 - a. The Outdoor Courts and Open Play Area are restricted to the playing of appropriate games or game-related activities only.
 - b. No one shall be permitted on the Outdoor Courts or Open Play Area except those persons playing.
 - c. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the Outdoor Courts and Open Play Area.
 - d. Use of the Outdoor Courts and Open Play Area shall be at residents' and guests' own risk and should only be used by those who are proficient or competent in the use of the Outdoor Courts and Open Play Area in general. Residents, guests, and tenants shall read facility safety signs, warning labels, obtain instruction on use, and be alert to the potential for injury when using the Outdoor Courts and Open Play Area.

Persons Requiring Supervision:

Any person who is not capable of using the Outdoor Courts and Open Play Area in a proper manner not to cause physical harm to the equipment and/or facilities or bodily harm to their person(s) should have proper supervision. Proper supervision means actively watching and directing a person's activities. A person must receive supervision and care in accordance with their needs.

Supervision must be provided by an Owner or supervising adult (18) years of age or older. No person may supervise more than five (5) people at the same time. The supervisor must be able to observe all people under his or his supervision from one location.

No one shall disrupt the play of others.

Responsibility:

An Owner shall be held responsible for the actions and conduct of the Owner's family members, guests, and tenants. The parents or legal guardians of any child shall remain solely responsible for the supervision, care, and well-being of their child.

Solely with regard to the enforcement of this rule the Association shall have the right to immediately terminate, refuse permission, or require the proper supervision of a resident or guest to use the Outdoor Courts and Open Play Area for any reason, in their sole discretion. Any levy of fines and suspensions subsequent to such immediate actions shall be in accordance with section 720.305, Florida Statutes and the Fining and Suspension Procedures of the Association.

(Revised 9/5/2023)

- e. No intoxicants, food or breakable containers shall be permitted on the Outdoor Courts or Open Play Area.
- f. All belongings shall be removed from the Outdoor Courts and Open Play Area when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
- g. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Outdoor Courts, Open Play Area and/or related equipment caused by the Owner, such Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
- h. Use of the Outdoor Courts, the Open Play Area, or any portion thereof, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
- 4. Code of Conduct for the Outdoor Courts and Open Play Area:
 - a. Boisterous or profane language shall be not used by players or spectators.
 - b. Walking behind or through the playing areas during play shall be prohibited.

RULES FOR THE OUTDOOR COURTS AND OPEN PLAY AREA

- c. Entering or leaving an Outdoor Courts or Open Play Area shall only occur when the play of other players is stopped.
- d. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.

5. Pickleball Court Rules:

- a. The Pickleball Courts are open from 8:00 a.m. to 8:00 p.m.
- b. Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
- c. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.
- d. Reserving Pickleball Court Time: If a reservation schedule is maintained on a board at the pickleball courts or online through the Association, the following shall apply:
 - i. Reservations for play shall not be made earlier than the day before the requested time. Unassigned court time may be signed up for by the same players on the same day.

RULES FOR THE OUTDOOR COURTS AND OPEN PLAY AREA (continued)

- ii. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
- iii. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- 6. Use of the Outdoor Courts and Open Play Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

RULES FOR THE TENNIS COURTS AND TENNIS FACILITIES

"Tennis Courts and Tennis Facilities" as used herein shall mean and refer to the Racket Center Proshop, clay tennis courts, asphalt tennis court, shaded pavilion and the stadium seating area.

1. General Restrictions:

- a. The Association may retain or employ a manager (the "Tennis Director") to oversee and manage the operations, maintenance and other aspects of the Tennis Courts and related facilities (collectively, the "Tennis Facilities"). Each Member's use and enjoyment of the Tennis Facilities will, in addition to the rules and regulations contained herein, be subject to such other rules, policies, and regulations imposed by the Tennis Director and approved by the Board, which may include, without limitation, the right to regulate use, impose time restrictions and requirements, implement scheduling procedures and other rules and regulations, schedule and conduct events and tournaments, providing private and group instructions and lessons, clinic programs, league/team programs, management and coaching. Notwithstanding anything contained in these Rules and Regulations to the contrary, if provided for in the Tennis Facilities Agreement, the Tennis Director shall have the right to schedule use of the Tennis Courts by organized teams, as a practice or scrimmage court, facility, field or area.
- b. Lessons and Instructions. Only the Tennis Director (or its agents), or, where no Tennis Facilities Agreement is in place, such person or person(s) designated by the Association, shall be permitted to provide and conduct tennis lessons and instructions upon the Tennis Courts.
- c. Non-Resident Use Restrictions. Owners of property in Boca Bridges may invite guests who are not owners of homes in Boca Bridges to play with them, subject to the rules promulgated by the Association from time to time. Residents shall accompany and remain with their guests, invitees and tenants at all times during the use of the Tennis Facilities.
- d. Notwithstanding anything contained herein to the contrary, the Association or Tennis Director shall have the right, but not the obligation, from time to time, to impose, amend and/or supplement rules, regulations and restrictions relating to the number of guests permitted per Owner or per household, and the days and times which guests are permitted or restricted from play. The foregoing right of the Association and Tennis Director shall include, the right to impose fees to be paid by guests in connection with their use of the Tennis Facilities; the right to determine a ratio of "owner per guest" use"; and the right to ban use of the Tennis Facilities by outside person(s) and/or guests as a result of non-compliance of these rules by the Owner and/or such guest.
- e. If applicable, guests of Members shall be required to pay the prevailing guest fee at check-in. Payment of guest fees is the responsibility of the Owner who reserved the court. Owners and tenants and guests with guest passes may use the facilities without charge.
- f. Use of the Tennis Facilities or any portion thereof, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited. The Association or Tennis Director shall have the right to schedule matches, events and tournaments with other communities, groups, leagues and third parties however. Such visiting communities, groups, and leagues shall not be required to pay guest fees when playing in official league matches scheduled by the Association or Tennis Director.
- g. Written requests or telephone messages left for reservations are not considered valid requests for reservations.
- h. All players shall play at their own risk.
- 2. Tennis Court and Tennis Facilities Use:
 - a. The Tennis Courts and Tennis Facilities are open for play from 7:00 a.m. until 11:00 p.m. Pro shop hours are posted at the Tennis Center and are subject to change as determined by the Association or Tennis Director from time to time.
 - b. During morning hours (7:00 a.m. to 12:00 noon), players shall maintain low noise levels.
 - c. Tennis shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.
 - d. The Association or Tennis Director, as applicable, shall have the right to terminate/refuse play for any reason, in their sole discretion.

RULES FOR THE TENNIS COURTS AND TENNIS FACILITIES (continued)

e. Suspension of Play. Tennis operations may be suspended (i) due to cold weather, rain or wet conditions; (ii) when the lightning detection system (if any) is activated, and (iii) as otherwise directed by the Association or the Tennis Director, as applicable.

3. Specific Use Restrictions:

- a. The Tennis Courts and Tennis Facilities are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
- b. No one shall be permitted on the Tennis Courts or Tennis Facilities except those persons playing without the prior consent of the Tennis Director.
- c. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the other Tennis Courts and within the Tennis Facilities.
- d. Use of the Tennis Courts and Tennis Facilities shall be at residents' and guests' own risk and should only be used by those who are proficient or competent in the use of the Tennis Courts and Tennis Facilities. Residents, guests, and tenants shall read facility safety signs, warning labels, obtain instruction on use, and be alert to the potential for injury when using the Tennis Courts and Tennis Facilities.

Persons Requiring Supervision:

Any person who is not capable of using the Tennis Courts and Tennis Facilities in a proper manner not to cause physical harm to the equipment and/or facilities or bodily harm to their person(s)should have proper supervision. Proper supervision means actively watching and directing a person's activities. The person must receive supervision and care in accordance with their needs.

Supervision must be provided by an Owner or supervising adult (18) years of age or older.

No one shall disrupt the play of others.

Responsibility:

An Owner shall be held responsible for the actions and conduct of the Owner's family members, guests. and tenants. The parents or legal guardians of any child shall remain solely responsible for the supervision, care, and well-being of their child.

The Tennis Director shall immediately contact the Property Manager or Security to possible violations of this rule or other reportable incidents.

Solely with regard to the enforcement of this rule the Association shall have the right to immediately terminate, refuse permission, or require the proper supervision of a resident, guest, or any other person to use the Tennis Courts and Tennis Facilities for any reason, in their sole discretion. Any levy of fines and suspensions subsequent to such immediate actions shall be in accordance with section 720.305, Florida Statutes and the Fining and Suspension Procedures of the Association.

(Revised 9/5/2023)

- e. No intoxicants, food or breakable containers shall be permitted on the Tennis Courts or within the Tennis Facilities.
- f. All belongings shall be removed from the Tennis Courts and Tennis Facilities when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
- g. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Tennis Courts, Tennis Facilities and/or related equipment caused by the Owner, such Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
- h. Pets shall not be permitted on the Tennis Courts.
- 4. Code of Conduct for the Tennis Courts and within the Tennis Facilities:
 - a. Boisterous or profane language shall be not used by players or spectators.
 - b. Walking behind or through the playing areas during play shall be prohibited.
 - c. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.
 - d. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.
- Reservations for Use. Use of the amenities is currently managed by a computerized system which controls general member play (open play) while reserving smaller time slots for programmed activities including instruction, round-

RULES FOR THE TENNIS COURTS AND TENNIS FACILITIES

robins, team play, and special events. The computerized system may be accessed by phone or internet.

- a. Reservations for use of Tennis Facilities shall be as set forth and determined by the Association or the Tennis Director.
- b. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
- c. Unassigned court time may be signed up for by the same players on the same day.
- d. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting
 or have reservations.
- 6. Use of the Tennis Courts and Tennis Facilities shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".