

RULES AND REGULATIONS OF

JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

(A NOT FOR PROFIT CORPORATION)

WHEREAS the Joggers Run Property Owners Association, Inc., is a Corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the Office of the Secretary of State on June 7, 1983, and

WHEREAS the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of the Joggers Run Property Owners Association, Inc. whose members shall all be property owners at Joggers Run and

WHEREAS such operation by the association includes the management of Joggers Run in keeping with the terms and conditions as set forth in the Articles of Incorporation, the Bylaws, and the Declaration of Covenants and Restrictions of Joggers Run, these "Rules and Regulations" are hereby updated to conform with Florida Statute Chapter 720 (former Chapter 617.301-312).

ARTICLE 1

IDENTITY

- (1) The following Rules and Regulations shall apply to all members of the Joggers Run Property Owners Association.
- (2) Each parcel owner shall be held accountable for any violation of these Rules and Regulations by family members, guests, tenants, agents or employees of the parcel owner.

ARTICLE II

DEFINITIONS

See the PREFACE and the Declaration of Covenants and Restrictions. These definitions are outlined in Florida State Statute, Chapter 720 and will be used in all Joggers Run Documents.

ARTICLE III

PARCELS AND COMMON AREAS:

- (1) **Parcels:** Parcels are platted lots, tract, unit or other subdivision of real property within Joggers Run as described herein and in the Declaration.
 - (a) All parcels in the subdivision are restricted to the use of a single family, its household and guests.
 - (b) No accessory buildings may be erected on any portion of the subdivision. No parcel on the subdivision shall be enlarged by additions thereto or modification of portions thereof unless and until plans for such work shall have been approved in writing by the Board of Directors. (See the Declaration for Submission and Approval Procedures).
 - (c) No trade business, professional or any other type of commercial activity shall be carried on upon any parcel.

COMMON AREAS

- (2) **Common Areas:**
 - (a) Joggers Run Property Owners Association owns all the real property within the community (common areas) that it is not owned by a record owner of legal title to a parcel. The Joggers Run Property Owners Association shall maintain all common areas. It may suspend for a reasonable period of time, the rights of a member or a member's tenants, guests, or invites, or both, to use of common areas and facilities. It may levy reasonable fines, for violations not to exceed \$100.00 (one hundred dollars) per violation against any member or any tenant, guest, or invites. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no fine shall exceed \$1,000.00 (one thousand dollars) in the aggregate. (See FS Chapter 720.305) for further information on fines, also see the Declaration of Covenants and Restrictions.
 - (b) Sidewalks, stairways, corridors and landings that are a part of the Common Areas shall not be obstructed in any way or manner whatsoever and shall be used exclusively for ingress to or egress from the Units. By way of illustration and not limitation, no baby carriages, shopping carts, bicycles, toys, trashcans, garbage cans, chairs, benches, tables, or other articles will be allowed to stand in said area, nor shall children be permitted to play or loiter in or on said sidewalks, stairways, corridors or landings.
 - (c) Children shall not be permitted to play on or about the walkways, roadways, or parking areas situated upon the Common Areas.

(d) No bicycle, toys, chairs, barbecues, or any other items of personal property shall be left on or about the Common Areas when not in use. Barbecues shall not be left on or about the front or side portions of the parcels.

(e) No dirt or other substance or material shall be swept or thrown into or onto any stairways, corridors or landings, which are a part of the Common Areas. No clothes shall be hung from any windows or balcony, nor shall any rugs, mats, bedding or other items be shaken from any window, door, or balcony.

(f) All trash, refuse and garbage from the parcel shall be deposited with care in containers intended for such purpose only at such times and in such manner, as the Property Owners Association shall direct. No litter or other trash shall be placed or left upon the Common Areas, except in containers provided for such.

(g) No disturbing noises, either within the parcel, in or on, the Common Area, which would interfere with the rights, comfort or convenience of Parcel Owners, shall be permitted or allowed.

(h) The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the parcel shall not be used for any purpose other than that for which intended, and no sweepings, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the Common Area resulting from misuse thereof shall be borne by the Parcel Owner of the parcel where the misuse occurred.

(i) Suspension of Common-Area-Use-Rights shall not impair the right of a Parcel Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. (See Florida Statute Chapter 720.305)

(j) All common areas and recreational facilities shall be available to Parcel Owners and their invited guests for the use intended for such common areas and recreational facilities. The Board of Directors may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational areas facilities. (See Florida Statute 720.304 changed July 2008) No Board of Directors shall unreasonably restrict any parcel owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

(k) Any Parcel Owner may display one portable, removable United States Flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, not larger than 4 ½ feet x 6 feet, which represents the United States Army, Navy, Air Force, Marine Corp or Coast Guard, or a POW-MIA Flag.

(l) Any Parcel Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or regulations of the Association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Parcel

Owner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, by laws, rules or regulations of the association, an official United States Flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA Flag. Such additional flag must be equal in size or smaller than the United States flag.

(m) This subsection applies to all homeowner's associations, regardless of whether such homeowner's associations are authorized to impose assessments that may become a lien on the parcel.

(n) Any owner prevented from exercising rights guaranteed by subsection (k) or subsection above, may bring an action in the appropriate court of the county in which the alleged infringement occurred, and upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any homeowners association document or rule that operates to deprive the owner of such rights. For further information, see Joggers Run Property Owners Association Bylaws.

ARTICLE IV

RULES AND REGULATIONS

- (1) No trees, shrubbery, or other forms of landscaping shall be installed or unless the same shall have been first approved in writing by the Board of Directors, whose approval may be arbitrarily, withheld.
- (2) No fences or hedges shall be permitted anywhere within the Subdivision except as approved in writing by the Board, whose approval may be arbitrarily withheld.
- (3) All garbage and trash containers and oil and gas tanks must be placed and maintained as to render the contents thereof hidden from view from adjoining properties.
- (4) All hurricane shutters shall be of a type approved by the Board, and no such shutters shall be installed unless the same shall be a type approved by the Board of Directors.
- (5) No sign of any nature whatsoever shall be erected or displayed within the Subdivision except where express written approval of the size, shape, content and location thereof has been first obtained from the Board of Directors, whose approval may be arbitrarily withheld.
- (6) **Hazards and Nuisances:** No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors. No inflammable, combustible or explosive fluid or chemical substance shall be kept in any parcel except such as are required for normal household use and it shall be kept within the parcel. No Parcel Owner shall permit or suffer anything

to be done or kept in his parcel which will increase the rate of insurance as to other Parcel Owners as to their Parcels and improvements thereon and as to the Common Areas.

- (7) **Livestock:** No livestock or poultry of any kind shall be raised, bred or kept on any parcel.
- (8) **Pets:** No pets, except either one dog or one cat may be kept in one parcel by a Parcel Owner. The Parcel Owner shall not permit or authorize guests, invites and lessees to keep pets in their parcel. Guests, invites and lessees are not permitted to keep or maintain pets in a parcel unless said animal is classified as a, "Seeing-Eye Dog".
- (9) No pets shall be permitted at any time upon any portion of the Common Property except on a leash, held by a responsible person.
- (10) Pets shall not be permitted in or upon the recreation areas and facilities such the pool, tennis court and recreation building.
- (11) If any dog or cat, in the sole discretion of the Association endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owner of another parcel, the Parcel Owner whose parcel the animal is kept in shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Association, said animal shall be removed within (3) days upon the request of the Board or the Board shall be required to take such other steps as the Property Owners Association may direct.
- (12) All persons bringing a pet onto the Common Areas shall be responsible for immediately removing any solid waste of said pet.
- (13) The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
- (14) At no time may a Parcel Owner keep or have on the property or in a parcel the following breeds: Doberman, Pit Bull, Rottweiler, Chow-Chow, or German Shepherd, unless said dog is classified as a, "Seeing-Eye-Dog". At no time may a dog of any breed, who is a known biter, be allowed to be kept on the property or in any parcel.
- (15) Any Parcel Owner, who was not, at the time of approval of this update to these Rules and Regulations, but by virtue of this update is now in violation of its provisions, shall comply with this update on the earlier of the following occurrences: (1) the death of the pet (in which case said pet shall not be replaced in violation of the new update, or (2) upon sale of the parcel. Pets subject to this exception are hereafter referred to as, "grandfathered-in pets" and are subject to all other provisions of the Rules and Regulations herein.

- (16) No exterior radio antenna, television antenna (or dish) citizen band or any other antenna of any type or nature shall be permitted on any parcel thereupon unless the Parcel Owner(s) obtains the prior written approval of the Board of Directors.
- (17) No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzene, or explosives fireworks or articles which are extra-hazardous to life, limb or property, shall be used or brought into the parcel without in each case obtaining the prior consent of the Board of Directors.
- (18) Without the prior permission of the Board of Directors, no contractor or workman employed by the Parcel Owner shall be permitted to do any work in any parcel (except for emergency repairs) between the hours of 6:00 P.M. and 8: A.M., or on Sunday or legal holidays if such work is likely to disturb other Parcel Owners.
- (19) All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a parcel shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards or fire underwriters having jurisdiction.
- (20) All parking regulations and traffic regulations from time to time posted by the Board of Directors shall be obeyed.
- (21) No vehicle horn shall be blown upon the Common Area except for the purpose of preventing an accident.
- (22) No motor vehicles of any type or nature, trailer, recreation vehicles of any type or nature, campers, vans, commercial vehicles, boats, or boat trailers may be parked upon any swale area within the Common Areas, hereto, except commercial vehicles and the like may be parked briefly for delivering purposes only.
 - (a) No trucks commercial vehicles, recreation vehicles, campers, vans, boats, or boat trailers may be parked in any driveway or upon any parcel or in any carport, if applicable, provided, however, the same may be kept in a garage within a parcel, if such truck, recreation vehicle, commercial vehicle, trailer, boat, boat trailer, camper, or van fits in said garage and such garage contains a full garage door and such garage door is kept closed. No repair work to any type of motor vehicle or boat or boat trailer shall be conducted on any parcel other than very minor repairs.
- (23) Exceptions to paragraph (22) above: The following vehicles shall not be subject to the parking restrictions contained in paragraph (22) above, and shall be entitled to park subject to restrictions contained in subparagraph (a) through (c) below.
 - (a) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Common Area.
 - (b) A vehicle(s), if any, owned by the Association and used in connection with maintenance and operation of the Association and the Common Area.

(c) Official emergency or police vehicles, regardless of classification.

- (24) Definition of Truck and Van/Commercial Vehicle: The most current edition of the N.A.D.A. Official Used Car Guide shall determine the classification of whether a vehicle is in fact a truck or van, or whether same is a passenger automobile. If said Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of such Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder, except as otherwise provided in these paragraphs, a State registration and/or title classification shall have no bearing on determination of the classifications hereunder.
- (25) All motor vehicles must be maintained as to not create any eyesore in the community.
- (26) Each owner and resident must park in his or her driveway or garage. No vehicle shall be parked on the grass or within posted no parking zones.
- (27) All owners and their guests must comply with the Traffic Regulations of the State of Florida and The Traffic Regulations as posted throughout the community. The Board of Directors of the Association has the right and authority to prohibit vehicles on the property for any offenders.
- (28) No person without a valid driver's license, under the age of sixteen (16), may drive any motorized vehicle on the roads within Jogger's Run.
- (29) Except for safety measures, horns shall not be used or blown while a vehicle is parked, standing in or driving through driveways and /or parking areas. Loud engines noises, loud exhausts and noisy mufflers shall be prohibited. No vehicle shall be parked with its motor running.
- (30) No motorized vehicles with the exception of lawn maintenance equipment shall be driven or allowed over walkways or on any grass area. No motorized vehicle shall be operated anywhere within the Property except on streets or roadways and then only if street legal and appropriately licensed. This prohibition shall apply to all-terrain-vehicles (atv, atc, etc.), dirt bikes, go-carts or other off road recreational vehicles.
- (31) No self-powered vehicles which appear to be unable to operate on its own power shall remain within Joggers Run for more than twenty-four (24) hours, and no repair (including changing oil) of a vehicle shall be made within Joggers Run except for minor repairs necessary to permit removal of a vehicle. All vehicles must bear a valid, current license tag. Those vehicles not bearing current, valid tags shall be towed from Joggers Run at the owner's expense. Any vehicles in violation of this provision shall be deemed a prohibited vehicle.
- (32) **Remedy Of Towing:** If an offending vehicle owner does not remove a prohibited or improperly parked vehicle from Joggers Run, in violation of the recorded covenants, or these rules, the Association shall have the option and right to have the vehicle towed

away at the vehicle owner's expense. By this provision, each unit owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the Association incurs expenses for the removal of a vehicle, that vehicle's owner shall be responsible to reimburse the Association for any such expense. If the owner refuses to pay such costs upon demand, the Association shall have the right to collect said charge(s) through a Court of competent jurisdiction. The Parcel Owner shall be liable for damage caused by or fines levied, against himself/herself as the owner of the vehicle, or against his/her family, lessees, guest's employees or visitors. In addition, the Parcel Owner shall be liable for simple interest on the amount of such damages owed or fines levied at the rate or 12% per annum thereon, along with costs and attorneys fee. (See Florida Statute Chapter 720. 305)

- (33) Parcel Owners are strictly responsible to ensure that their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their units comply with these paragraphs and as such, are responsible and liable to the Association for violations of same by their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their parcel.
- (34) **Alternative/Concurrent Remedies:** Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with these paragraphs by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation or Bylaws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of these paragraphs.
- (35) Any violation of these Rules and Regulations shall entitle the Association to the same remedies allowed in the Articles of Incorporation, the Declaration and the Bylaws, as to violation of the Covenants or Rules and Regulations for Joggers Run and any additional remedies provided for by law. Furthermore, the Association shall be entitled to reasonable costs and attorney's fees incident to the enforcement of these Rules and Regulations.
- (36) **Fines:** In addition to all other remedies, including those set forth in these Rules and Regulations, the Declaration and the Bylaws, in the sole discretion of the Board of Directors of Joggers Run Property Owners Association, Inc. a fine or fines may be imposed upon a Parcel Owner for failure of the Owner, his family, guests, invites, tenants, or employees to comply with any covenant, restriction, Rule or Regulation contained in the Declaration of Covenants and Restrictions or Bylaws of Joggers Run or Rules and Regulations promulgated pursuant thereto, including any amendments, provided the following procedures are adhered to:
- (a) **Notice:** The Joggers Run Property Owners Association, Inc., shall notify the Owner of the infraction or infractions. Included in the notice shall be that a fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined as suspended and an opportunity for a hearing before a committee of at least three members, appointed by the Board of Directors, who are not directors or employees

of the association, or the spouse, parent, child, brother, or sister, of a director or employee. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed. The date and time of the meeting at which time, the Parcel Owner may present reasons why penalty(s) should not be imposed.

(b) **Hearing:** Evidence of noncompliance shall be presented to the committee after which they shall hear evidence and reasons why penalties should not be imposed if offered by the Parcel Owner. A written decision of the committee shall be submitted to the Board of Directors not later than twenty-one (21) days thereafter.

(c) **Penalties:** The Board of Directors may impose individual assessments as fines against the property owned by the Parcel Owner not in excess of One Hundred Dollars (\$100.00) for each occurrence. Any monthly dues in arrears, in excess of five hundred dollars, (\$500.00.) will have their cable service suspended until dues are paid. Suspension of the use of the common areas and facilities, which also include access to the pool and clubhouse or any other common area may also be imposed.

(d) **Payment of Penalties:** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) **Collection Of Fines:** Fines shall be treated as an individual assessment otherwise due to the Joggers Run Property Owners Association, Inc. and may be collected as such or through an action at law if said fines are determined by any court of competent jurisdiction that said funds may not be treated as an individual assessment.

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

(g) **Nonexclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Joggers Run Property Owners Association, Inc. may be otherwise legally entitled; however, any penalty paid by the offending Parcel Owner shall be deducted from or offset against any damages that the Association, may otherwise be entitled to recover by law from such owner.

(37) **Assessments:**

(a) Assessments will be levied by the Board of Directors on each Parcel owner in a manner in which expenses are shared proportionally thereof.

(b) Assessments charged to each parcel owner shall not exceed the maximum obligation of the parcel owner based on the total amount of the adopted budget each year.

(c) Assessments must be paid on a timely basis. If not paid on a timely basis the Joggers Run Property Association may level a lien on the parcel owner's property.

- (38) No employee of the Property Owners Association shall be required by any Parcel Owner to perform a personal service for any parcel not in the line of duties prescribed for such employee by the Property Owners Association.
- (39) There shall be no swimming or boating on any lake or pond on the Common Area.
- (40) The Rules and Regulations for the Pool and clubhouse of the Joggers Run Property Owners Association are as follows
- (a) The pool and clubhouse hours are from dawn to dusk. Exceptions may be made for special occasions, which must be arranged in advance with the Board Secretary or responsible person appointed by the board for this purpose.
- (b) Keys have been given to all homeowners for the pool area. Non-resident owners may or may not choose to give their tenants a key, as they will be held responsible for tenant's actions.
- (c) The gate must be kept locked at all times and the clubhouse doors need to be secured.
- (d) A fifty dollar (\$50) fee will be charged for replacement keys.
- (e) There is no Life Guard on duty at the pool. Therefore, no juveniles under the age of eighteen (18) are permitted in the pool or clubhouse without a resident who is eighteen (18) or older.
- (f) Residents must accompany guests at all times in the pool or clubhouse.
- (g) If you wish to reserve the clubhouse and pool for a private function, please notify the Property Management. They will notify the rental agent. The rental fee is Twenty Five Dollars (\$25) per day. A One Hundred Dollar (\$100) deposit will be required to reserve the recreational facilities. The deposit will assure that the bathrooms are stocked, kitchen is clean, etc. If facilities are not in satisfactory condition after use, the deposit will be forfeited.
- (h) No horseplay, running or diving will be permitted.
- (I) No glass containers are permitted in the pool area.
- G) No dogs are allowed in the clubhouse or pool area.
- (k) Please do not leave any personal possessions or food in the pool or clubhouse.
- (l) When using recreational facilities, please conduct yourself in a courteous manner, with due regard for the rights of others.
- (m) There is a Dusk curfew for the closure of the Pool Area, Clubhouse, Recreational Areas, Tennis Court and Playground for all children under the age of eighteen (18) unless

accompanied by a parent. The Board of Directors will cause to have curfew signs posted to this effect. Inappropriate or offensive behavior will not be allowed. Violators will be reported to their parents and the appropriate law enforcement authorities. As per rule (36), fines will be leveled for all violators and their parents. Note should be taken of the Rules and Regulations, ARTICLE 3 Titled "Common areas"; (pages 2-3), Subsection (2) (c), (2) (d), (2) (f), (2) (g), and (2) (j). Furthermore, special attention and emphases is placed on Subsection (2) (g) which will be strictly enforced for the benefit of all the residents.

(41) Leasing or Sale of Units: In order to assure a community of congenial residents and thus protect the value of property in the Joggers Run community, the sale or lease of parcels shall be subject to the following provisions:

(a) No parcel owner may dispose of a parcel or any interest therein by sale or lease without approval of the association. If the purchaser or lessee is a corporation, approval may be conditional upon the approval of those individuals who will be occupants of the parcel. Approval of the association shall be subject to the following Application criteria as follows:

In addition to any evaluation criteria, which the Board may from time to time provide, the following criteria shall be used to evaluate prospective owners, lessees and occupants:

1. Satisfactory employment references, including but not limited to, proof of current employment;
2. Satisfactory references from prior lessors, including a positive record of prompt monthly payment and no damage claims or nuisance type complaints;
3. Beacon score of 650 or higher.
4. Satisfactory criminal background check.

The following criteria shall be cause for immediate denial of applications, including but not limited to:

1. Falsifying application information;
2. Incomplete application;
3. History of property destruction;
4. Negative rental history, including but not limited to, noise complaints, eviction proceedings, claims against security deposit, and property damage;
5. Collections with an exception by the Board for a medical collection with an understandable explanation.
6. Felony record and/or pending felony charges and/or pattern of misdemeanor criminal activity and/or excessive criminal history;
7. Registered as a sex offender;
8. Pending charges, conviction, and/or active parole for any sex crime and/or crimes against children.

In addition to meeting the above criteria a deposit must be posted of \$500 (money order or cashier's check payable to Joggers Run) for any damages/violations caused by the

renter or guests affiliated with the renter. This deposit will be held in account specifically for security deposits.

(b) Leasing Of Units and Percentage of Units Leased:

No Unit may be leased nor may any lease be approved which would result in more than twenty percent (20%) of the total number of Units in the Association being subjected to a lease at any given time. The Association, through the Board of Directors, may adopt and amend rules and regulations in order to implement this restriction, which may include, without limitations, the establishment of guidelines to determine how lease applications will be prioritized in order to allow for leasing up to, but not in excess of aforementioned limitation.

aa) **Definition:** "Leasing," for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a parcel by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(bb) **Notification/Information Required:** Any Parcel Owner intending to make a bonafide lease of his/her parcel shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.

(c) Leasing Provisions:

(aa) **General:** Units may be rented only in their entirety: no fraction or portion may be rented. There shall be no subleasing of parcels or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a parcel. All leases shall be in writing except with the prior written consent of the Board of Directors. No new Owner of a Unit may be permitted to lease the Unit during the first twelve (12) months of ownership. In the event such a purchasing Owner acquires the title to a Unit with a lessee in possession under an approved lease, at the expiration of such lease, the Unit shall not again be leased until the one (1) year anniversary of the expiration of the prior approved lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Rules and Regulations.

(bb) **Compliance With The Declaration, Bylaws, and Rules and Regulations:** Prior to approval of any prospective lessee, every prospective Lessee shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the

Board and need not, but may be, composed of members of the Association, including Board Members. Said committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

(cc) **Owners And Lessees Responsibility:** Each Owner shall cause all occupants of his or her parcel to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto. All leases of parcels shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Parcels and assignments of leases.

(dd) **Failure To Give Notice:** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a parcel, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(ee) **Time of Approval/Disapproval:** Within thirty (30) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lesser within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the lease.

(ff) **Failure Of Owner To Comply With These Requirements:** The failure of a Parcel Owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation of these Rules and Regulations for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes, Chapter 720.

(d) **Sale Of Units:**

(aa) **Definition:** "Sales", for purposes of these Rules and Regulations, is defined as a voluntary transfer any interest in the real property, including gifts and transfers pursuant to the laws of descent and distribution of estates, but shall exclude transfers solely between co-owners, or transfers through operation of law such as foreclosure sales.

(bb) **Notice/Information Required:** Any Parcel Owner intending to make a bonafide sale of his parcel shall give to the Association written notice of such intention, together with a copy of the Contract for Purchase and Sale, contingent upon approval of the Association, with the required fee, the amount of which fee shall be set from time to time by the Board of Directors, the name and address of the intended purchaser, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended purchaser as the Association may reasonably require.

(cc) **Compliance With Declaration, Bylaws, And These Rules And Regulations:** Prior to approval of any prospective purchaser, every prospective purchaser shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of sales. The purpose of this required interview is to review the Association's governing documents, including its Rules and Regulations, with prospective purchasers, and to have said prospective purchasers execute an acknowledgement that they have reviewed, understand and will abide by said governing documents, to review the prospective purchaser's application and other required material and thereafter approve or disapprove the prospective purchaser(s), based on the results of said interview and review of purchaser's application and such background checks as may be required by the Board.

(dd) **Failure To Give Notice:** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transfer of interest in a parcel, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(ee) **Time for Approval/Disapproval:** Within thirty (30) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the prospective purchaser/purchaser within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the purchaser and the transfer.

(ff) **Failure To Comply With Requirements:** The failure of a Parcel Owner or prospective purchaser to give notice or allow transfer of an interest in the parcel shall make said transfer voidable at the option of the Association.

(gg) **Approval Certificate Required To Be Recorded With Deed:** If a purchaser is approved by the Association, the Association shall furnish an Approval Certificate in a form to be prescribed by the Board, which Approval Certificate shall be recorded together with the instrument of conveyance on the Public Records of Palm Beach County, Florida.

- (hh) **Copy Of Deed To Be Furnished To The Association:** In the event of a sale, it shall be the responsibility of the purchaser of the parcel to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute an agreement acknowledging that he/she takes title subject to the Bylaws, Declaration of Covenants and Restrictions, and these Rules and Regulations of the Association, which he/she agrees to abide by. The Association shall retain the purchaser's certificate in its records, and shall furnish the purchaser a copy of the Bylaws and Rules and Regulations.
- (42) **Other Transfers of Interest in Parcels:** Any other transfer of an interest in a parcel, other than those described above, "Other Transfers," shall be required to comply with the following provisions:
- (a) **Notice/Information Required:** Transferees through any Other Transfers shall be required to provide the Association, within thirty (30) days after obtaining said interest, written notice of said Other Transfer, and shall include in said notice a copy of the instrument of conveyance, the name and address of all transferees receiving an interest in a Unit through an Other Transfer, an application and such other information, which may be reasonably required by the Board of Directors.
- (b) **Failure Of Owner To Comply With These Requirements:** The failure of a transferee to give notice as required above shall constitute a separate violation of these Rules and Regulations for each day beyond thirty (30) days said violation continues. Said transferee shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing document and/or Florida Statutes Chapter 720.
- (43) Each Parcel Owner who plans to be absent during the hurricane season must prepare their parcel prior to their departure by:
- (a) Removing all furniture, plants, and other objects from all outside areas.
- (b) Any Parcel Owner failing to make hurricane preparations, and/or making improper preparations, shall be responsible for any damage done to the property of other Parcel Owners, and/or to the common areas resulting from such failure.
- (44) **Guns:** No guns, including, without limitation, bb-guns and slingshots, shall be fired or discharged within the Community. Violations, of this rule will be reported to the applicable law enforcement authorities for such action as they deem appropriate.
- (45) Any consent, approval or disapproval of the Property Owners Association of these Rules and Regulations must be in writing to be effective, and shall be revocable at any time. (See original Rules and Regulations approved and sworn to on June 10, 1984.

Note: These new updated and approved Rules and Regulation shall supersede all previous Rules and Regulations in the Bylaws and Declaration of Covenants.

Updated June 21, 2012