



3900 Woodlake Blvd. Suite 309 Lake Worth, FL 33463 | Phone: (561) 941-8554 | Fax: (561) 641-9448

Dear Gardens of Woodberry Homeowner(s):

October 29, 2024

Welcome to The Gardens of Woodberry! We appreciate your assistance in updating our records. To ensure we have the most current information, please complete the information below and return this form by one of the following methods:

- **Email:** Residentservices@grsmgt.com
- **Fax:** (561) 641-9448
- **Mail:** GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463

Homeowner Name: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Addresses: \_\_\_\_\_ / \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ / \_\_\_\_\_

**LEASE INFORMATION:** Is the home leased: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please provide the tenant information and attach a copy of the current lease agreement.

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Phone: \_\_\_\_\_

Tenant Phone: \_\_\_\_\_

In our ongoing effort to enhance communication between residents and management, we have established an E-Blast communication system. This will allow management to send important correspondence via email.

Please complete the section below to indicate your preference to Opt-in or Opt-out of these services:

- Opt-in:** I would like to receive emails about community events, meeting notices, and other important communications.
- Opt-out:** I do not wish to receive email communications.

Thank you for your participation!

Signature of Homeowner \_\_\_\_\_

Date: \_\_\_\_\_

Dear Homeowner:

This Booklet is a compilation of the current AMENDED RULES AND REGULATIONS for Gardens of Woodberry Homeowners' Association, Inc. (the "Community") and should be studied and then filed with your homeowner documents for future reference. **In the event we lose you as a neighbor, we ask that you deliver all the documents to the next owner of your property.**

The RULES AND REGULATIONS are designed to complement the current bylaws.

These rules ARE BINDING on ALL OWNERS, TENANTS, AND GUESTS. It is the owner's responsibility to ensure that tenants and guests are made aware of these rules.

The management company for the Community is responsible for the enforcement of these rules and regulations and will interpret and clarify the same for you if needed. If you have a problem with someone not adhering to these rules and regulations, contact the property management company identified on the Community Bulletin Board, who will help you with the issue.

Sincerely,

Board of Directors

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## **RULES AND REGULATIONS**

In addition to the restrictions contained in the Declaration of Covenants and Restrictions for the Community and use restrictions of individual homeowners located within the Community, the Board of Directors of the Community will make and promulgate reasonable rules and regulations from time to time. These Amended Rules and Regulations replace, take priority over, and supersede any previously promulgated Rules and Regulations as involving the Community. To the extent any terms or provisions set forth in these Rules and Regulations conflict with the Declaration of Covenants and Restrictions for the Community or Florida law, the terms of the Declaration of Covenants and Restrictions and/or Florida law shall prevail over the terms set forth herein.

### **I. PURPOSE AND SCOPE**

The rules and regulations contained herein are compliant with the Declaration of Covenants and Restrictions for Gardens of Woodberry Homeowners Association, Inc. (the "Community") and the Articles of Incorporation and By-Laws of same. They are adopted for the purpose of ensuring that all owners may enjoy and be proud of the facilities and common areas under the control of the Community for the maximum comfort, convenience and safety of persons living within the Community. Failure to abide by community rules and regulations may result in a fine as outlined by the community fine schedule.

### **II. OCCUPANCY AND USE RESTRICTIONS**

In order to provide for congenial occupancy of the Community property and for the protection of the values of the Units, the use of Community property shall be restricted to, and shall be in accordance with, the following provisions:

- A. Occupancy. Each residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Residential Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests;
  - (i) The Individual Unit Owner,
  - (ii) An officer, director, stockholder, or employee of such corporation,
  - (iii) A partner or employee of such partnership,
  - (iv) The fiduciary or beneficiary of such fiduciary, or

(v) Permitted occupants under a lease of the Unit (as described below), as the case may be. Occupants of a leased or Residential Unit must be the following persons, and such persons' families or guests:

- (i) An individual lessee,
- (ii) An officer, director, stockholder or employee of a corporate lessee,
- (iii) A partner or employee of a partnership lessee, or
- (iv) A fiduciary or beneficiary of a fiduciary lessee.

Under no circumstances may more than one family reside in a Residential Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, domestic partners, parents, parents-in-law, step-parents, brothers, sisters, children and grandchildren.

- B. Exterior Alterations. No Unit Owner shall cause or allow improvements or changes to the exterior of a Unit, limited common elements appurtenant thereto or the Building, including, but not limited to, painting or other decorations of any aesthetic nature, the installation of electrical wiring, machines or air conditioning units which may protrude through the walls or roof of the building or in any manner change the appearance of any portion or the exterior of a Unit Owner's property, without obtaining the prior written consent of the Community in accordance with the Architectural Review Board Guidelines.
- C. Use of Common Elements. The common elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Any additional use of the common areas will require written approval from the Board of Directors.
- D. Nuisances. No nuisances shall be allowed on the Community property.
1. No use or practice shall be allowed which is a source of annoyance to residents and occupants or which interferes with the peaceful possession or proper use of the Community property by residents or occupants.
  2. No resident shall make or permit any disturbing noises in or about the buildings or permit any conduct by his/her family, guests or others which will interfere with the rights, comforts or conveniences of other Property Owners. No resident shall play, or permit to be operated, any television, radio or sound amplifier in such a manner as to disturb or annoy other residents.
  3. No one shall operate, play or cause to be operated or played, on or within any residential property or recreational property of the Community, any radio, television, appliance, lawnmower, machine, instrument (musical or otherwise) or motor which makes any music, noise or vibration, in such a manner as to be heard beyond a distance of twenty-five (25) feet there from or which is presumed to constitute a nuisance after 10:00 pm each day, and not before 8:00 am Monday through Saturday, and not before 12:00 pm on Sunday.

- E. No Improper Uses. No immoral, improper, offensive, hazardous, or unlawful use shall be made of the Community property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over, and of the Community, shall be observed. Violations of laws, orders, rules, regulations, or requirements relating to any portion of the Community property (including, but not limited to, applicable weight restriction), shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the Community property, as elsewhere set forth herein.

### **III. OWNER'S RESPONSIBILITIES**

Each owner of property in the Community shall be responsible for the actions and conduct of his/her family members, tenants, and guests as they relate to compliance with the Declaration of Covenants and Restrictions, the Articles of Incorporation, By-laws of the Community, and the Rules and Regulations of the Community. Each owner shall be responsible for damages to common property or expenses caused by his/her guest(s) and/or lessee(s).

### **IV. SUSPENSION OF MEMBERSHIP RIGHTS**

No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs, or franchises of the Community, or any right, interest, or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he/she is delinquent in the payment of any Assessment charge or other monetary obligation due to the Association for more than ninety (90) days and shall not be entitled to vote and may have their right to use the common facilities of the Community suspended.

### **V. GUESTS AND VISITORS**

A guest is any person who does not reside in the Community and is being entertained by an owner. When the owner is not present, guests may not invite guests or visitors to use the facilities of the Community. An owner who is not in residence shall notify the Board of Directors in advance of the proposed occupancy of his/her dwelling unit by any person other than the owner for a period greater than thirty (30) days. The owner of a unit in the Community shall make available to his guests copies of the Rules and Regulations and apprise them of the importance of compliance with them.

### **VI. EASEMENT**

The following easements are hereby created to the extent not otherwise already in force or effect:

- A. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all of the Units and the common elements.
- B. Utility Services: Drainage. Easements are reserved under, through and over the Community property as may be required for utility and other services and drainage in order to serve the Community; provided, however, such easements running through a Unit shall be limited to those provided in the plans and specifications for the Building, or

existing in the Building, as constructed or reconstructed, unless approved in writing by the affected Unit Owner. A Unit Owner shall do nothing within or outside his/her unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Community or its designees shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and common elements contained in the Unit or elsewhere in the Community property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved, provided such right of access, except in the event of an emergency, shall not unreasonably interface with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one day notice.

- C. Encroachments. If (a) portion of the common elements encroaches upon any Unit; (b) any Unit encroaches upon another unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and the maintenance of the easement so long as the improvements shall stand.
- D. Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use; and vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.
- E. Construction Maintenance. The Community (including its designees, contractors, successors, and assigns) shall have the right in its (and their) sole discretion from time to time to enter the Community property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacements and maintenance purposes where the Community fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Community property.
- F. General Definition: Party Wall. Each wall or other similar structure of partition which is constructed on a Townhouse lot or is a part of an adjoining Townhouse, and placed on the dividing boundary line between them, shall constitute and be defined as, or otherwise be referred to herein as a "Party Wall".

1. Party Wall Rights of Easement.

- a. Repairs and Maintenance. Each Unit Owner shall bear the cost and expense of maintaining and repairing their portion of the Party Wall serving their Unit, however to the extent such damage to a Party Wall is caused by the negligence or intentional bad act of a certain Unit Owner that Unit Owner shall be solely responsible for the cost and expense of such repair and/or damage.
- b. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire, termite infestation, or other casualty, the owner of either

property of which such Party Wall is a part, must restore it to its former condition within a reasonable period of time.

- c. Right to Contribution. The right of any owner to contribute to the cost and expense of repair, maintenance, and/or restoration of any Party Wall shall be a personal right running to the benefit of the owner bearing the cost and expense as aforementioned, and shall not be appurtenant to or otherwise run with the land, nor shall it pass to such owners' successor-in-interest.
- d. Party Wall Right of Maintenance Easement. The owner of a Unit subject to a Party Wall shall have an easement to maintain the Party Wall in its original location, as constructed by the Developer, and to enter upon the property of the owner sharing an interest in the Party Wall, in a reasonable manner and a reasonable time for the purpose of repairing and/or maintaining.

## **VII. ARCHITECTURAL REVIEW**

The Architectural Review Board (ARB) of the Gardens of Woodberry Homeowners' Association, Inc. is the Board of Directors. However, the Board of Directors reserves the right to appoint separate members of the ARB. The Board meets at least monthly, or as deemed necessary. The ARB is empowered to establish such procedures as it deems necessary to the accomplishment of its purposes as set forth in the ARB Guidelines as promulgated by the Community. Failure to comply with such rules and procedures may result in the denial of any such application, removal of any improvements made without approval, and/or violations and fines imposed against the Unit Owner. A complete copy of the ARB Manual can be located in Appendix B of this manual.

## **VIII. SALE OR LEASE OF PROPERTY**

A Parcel Owner who has executed a Contract for Purchase and Sale for their Unit shall give the Community immediate notice of such intention to sell their Unit, providing a copy of such Contract for Purchase and Sale to the Property Management Company, together with the name and address of intended purchaser, and the name and phone number of listing realtor.

A prospective buyer will be required to complete the Association's "New Owner Registration Form" to ensure all appropriate information is provided to the Community. This form will be provided to the prospective buyer by the Community's Property Management Company.

Upon final sale of a home, the new owner has 30 days to contact the Community's Property Management Company to verify the sale of the home is complete, and to ensure all contact information is accurate. Failure to do so could result in the new Parcel Owner not receiving their quarterly assessment statements and not being properly notified of community business.

### **A. Lease Approval Process:**

Notwithstanding anything to the contrary contained in this or any other documents governing the Community, the Community, through the Board of Directors or their



designee, shall approve all leases, as set forth herein. The following provisions govern the lease approval process:

1. Procedure: Any owner who intends to enter into a lease shall give the Community notice of such intention together with:
2. A completed rental application signed by ALL proposed tenants to include each tenant's name, current address, and social security number for approval.
3. Non-refundable Cashier's Check or Money Order in the amount of \$200.00 for processing the application, or in such amounts as amended/required by the Community.
4. Non-refundable Cashier's Check or Money Order in the amount of \$34.00 for each proposed tenant for credit/criminal background check, \$10.00 for county wide search of the public records, and \$15.00 for any required additional nationwide search as involving prospective tenant's maiden name if applicable, or in such other amounts as amended/required by the Community.
5. Completed authorization by each proposed tenant who occupies the premises for credit/criminal background check.
6. Copy of Driver's license (ENLARGED AND LIGHTENED) for each proposed tenant.
7. Copy of current vehicle registration and proof of insurance for any vehicle that will be kept on property.
8. Proposed tenants must submit to a personal interview, if required by the Community.
9. Furthermore, any and all leases must be accompanied by a Uniform Lease Addendum in favor of the Community executed by the landlord and tenant, which shall contain such terms and conditions such as:
  - (i) The Community's direct and immediate right to evict any and all tenants due to non-payment by Owner and/or tenant of any amounts due the Community, including without limitation, Assessments, fines for violations, application fees, or other such amounts due from Owner and/or tenant to Community;
  - (ii) The Community's right to demand tenant make any and all rental payments directly to Community in the event of Owner's non-payment of any amounts due the Community, including without limitation, Assessments, fines for violations, application fees, or other such amounts due from Owner to Community;
  - (iii) The Community's right to fine tenants directly for violations of the Declarations;

- (iv) The Community's right to require tenant to place a security deposit with Community prior to tenant's occupancy, in amounts reasonably determined by Community which may be used by Community to reimburse Community for non-payment of any amounts due the Community, including without limitation, Assessments fines for violations, or other such amounts due from Owner or tenant to Community; and
- (v) Any other provisions reasonably calculated to provide for the preservation of the values and amenities of the Community.

Such Uniform Lease Addendum may be amended from time to time in the sole discretion of the Community. Such Uniform Lease Addendum shall be provided to the owner and/or prospective tenant upon request. Owner shall not permit and the tenant shall not occupy the subject leased property, until such application for rental is approved in writing by the Community. Community shall have the right to deny the approval of any such lease and/or rental agreement based upon the following factors:

- (i) Any amounts outstanding from Owner to Community, including without limitation, unpaid Assessments. Fines, or other such monetary obligation towards Community; and/or
  - (ii) The property requested for lease has open violations; and/or
  - (iii) Prior eviction history of tenant as involving one or more evictions of which the prospective tenant was a defendant over the past ten years; and/or
  - (iv) Criminal history-background check of tenant whereby prospective tenant has been convicted or pled guilty to a felony or a misdemeanor involving violence, sexual misconduct, or crime of moral turpitude; and or
  - (v) Incomplete lease application.
10. The Community also requires that the Owner provide a security deposit of \$1,000.00 which also must be in the form of a certified check or money order and is to be made payable to Gardens of Woodberry HOA, Inc. This deposit will be held in escrow for the term of the lease and may be used by the Community to pay for any damages to the common areas caused by any tenant, guest, occupant, invitee, or Owner, as well as to be used to pay down any existing balance or arrearage as a result of unpaid assessment or fees. No interest on such deposit shall accrue to the benefit of the Owner or proposed tenant, nor shall the Community or property management company be obligated to place such deposit in an interest bearing account.
11. Approval or Disapproval: The Community, upon receipt of all information, documents, fees, and interview (if required), shall either approve or disapprove the proposed lease within thirty (30) days. The approval or disapproval shall be stated in a Certificate or other such writing executed by the Board and shall be

delivered to the owner of the property. The failure of the Community to act within said time period shall constitute automatic approval.

Any approval granted herein is conditioned upon all tenants abiding by all provisions contained in any document governing the Community, including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, all as amended from time to time. If the Community determines that a tenant or occupant violates any such provision, the Community may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and tenant, including, but not limited to, any of the remedies set forth below:

12. In the event the Community determines that any provision contained herein is not complied with, the Community may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Community shall have the right to remove any occupant by injunctive relief, eviction, or otherwise. In the event any attorney's fees are incurred by the Community, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner, who shall be responsible to pay the same, whether or not a lawsuit is filed.
13. The owner shall be responsible for any damage to the common areas caused by tenants, occupants, guests, and invitees.
14. A lease may not be less than six (6) consecutive months in duration. Only one lease per unit can commence in any twelve (12) month period.
15. Subleasing: There shall be no subleasing. Only one lease shall be in effect for any Unit at any one time. The Owner shall provide the Lessee with a copy of the Community documents, Rules and Regulations, and pool/tennis court key.
16. Any Owner who intends to lease their property should contact the property management company, whose identity and contact information can be found on the Community bulletin board. Any owner who leases their property without notification to the property management company could face fines and eviction of their tenant under the provisions of this document.

B. Right of Community to Evict Tenants, Occupants, Guests, and Invitees.

1. With respect to any tenant or any person present in any Unit or any portion of the subject property, other than an Owner and the members of his immediate family permanently residing with him in the Unit, if such person is found to have committed any of the follow:
  - a. materially violate any provisions of these Rules and Regulations, the Declaration, the Articles of Incorporation, or the By-Laws, or,
  - b. create a nuisance or an unreasonable and continuous source of annoyance to the residents of the subject property, or
  - c. willfully damage or destroy any common areas or personal property of the Community,

the Owner shall be indebted to the Community for any amounts, including without limitation: Assessments, monetary fines for violations, and/or application fees overdue for a period of thirty (30) days or more.

Upon written notice by the Community, such person shall be required to immediately leave the subject property and if such person does not do so, the Community is authorized to commence an action to evict such tenant, or any unauthorized occupant, or compel the person to leave the subject property and, where necessary, to enjoin such person from returning. The expense of such action, including attorney's fees, may be assessed against the applicable Owner or the tenant, and the Community may collect such Assessment and have a lien for the same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Community. Nothing contained in this provision shall restrict nor supersede the Community's other rights and entitlement to take any action against Owner and/or tenant as provided in the Declaration.

#### C. Restriction as to Renting or Leasing of Property

Notwithstanding anything to the contrary in these Rules and Regulations:

1. Only those unit(s) owned by a natural person or persons or by a trustee of trust for estate planning purposes as involving the beneficial owner shall be permitted to rent or lease unit(s) with the Community. No non-natural persons or trustees as set forth above, including without limitation, corporations, companies, or land trusts, shall be permitted to rent or lease unit(s) within the Association, hereinafter collectively referred to as "Prohibited Rental Owner(s)". This provision will not apply to those units which are currently the subject of an Association approved rental arrangement with an existing tenant. However, upon the expiration of the existing term of the rental arrangement and lease, no further renewals, extensions, hold over situations, new leases shall be permitted as involving Unit(s) owned by the Prohibited Rental Owner(s).
2. Unit owners shall not be permitted to rent or lease their unit(s) to any parties for at least two (2) years from the date of the recording of the instrument vesting title in such owner(s) in the public records of Palm Beach County, Florida. This restriction shall apply only to future Unit owners who are to take title to a unit(s) subsequent to the adoption herein by the Association and not those current Unit owners with whom title is currently properly vested as of the date of adoption. Prohibited Rental Owner(s) shall continue to be prohibited from leasing unit(s) at any time as set forth in 6(i).
3. At no time shall the Association allow for more than twenty-five percent (25%) of the Units of the Association to be the subject of an approved rental arrangement, hereinafter referred to as the "Rental Unit Maximum Percentage". In the event the Rental Unit Maximum Percentage is currently reached, no further rental arrangements shall be approved by the Association in favor of any owner until the number of Units within the Association subject to a rental arrangement goes below the Rental Unit Maximum Percentage.
4. Notwithstanding anything to the contrary, no lease or rental will be approved which will result in the same property being leased more frequently than once in

the same twelve (12) month period to be measured from the commencement date of the most recent prior lease.

## IX. VEHICLES AND PARKING

- A. No vehicle shall be parked in a roadway for an extended period of time, or overnight, in a manner which impedes the roadways or blocks driveways. Extended period of time is defined as a period greater than two hours in the day, and overnight is defined as from the hours of dusk till dawn.
- B. No vehicle may be parked on any portion of any grassy area whether or not such grassy area is deemed common area or the property of a Unit Owner.
- C. Cars left unattended on a street or common area, over a 24-hour period, may be stickered and/or removed at Owner's expense, unless prior approval is obtained in writing, from the Board of Directors.
- D. Common area parking spots are intended for the use of all unit owners, tenants, or guests of the community. At no time shall a vehicle be stored in a common area parking spot. Stored is defined as the vehicle remaining in a common area parking spot for a period of two (2) consecutive days. The only exception is Article IV Section 5 of the Declaration which permits units that do not have sufficient space for two on-site parking spaces to utilize one (1) common area parking space per unit. All violations under this section are subject to being towed at the owner's expense.

Residents may contact the Property Management office in the instance that an extended parking need should be considered.

- E. Boats, trailers, conversion vans, limousines, motor homes, recreational vehicles, and campers are not permitted on the community property over one (1) hour, unless in an enclosed garage or when being loaded or unloaded. Any exceptions are to be approved by the Community. All violations under this section are subject to being towed at the owner's expense.
- F. Commercial vehicles are not permitted unless contracted and working while in the community. Commercial vehicles must not impede the roadway. Notwithstanding such restriction, mini-vans, SUVs, and two-seater pickup trucks used primarily for personal purposes are permissible. All violations under this section are subject to being towed at the owner's expense.
- G. For the purpose of this Rule, a vehicle is not deemed to be a truck if it meets all the following criteria: if it has permanent enclosed seating for at least four (4) persons; if it has windows on both sides to the rear of the driver and the right front passenger seat; if it does not exceed the manufacturer's standard length, height and width of a custom conversion van. A commercial pickup truck or similar vehicle having a flatbed, whether covered or not, or a van not meeting the requirements set forth above, is deemed to be a truck for the purpose of this Rule.
- H. Vehicles parked in the Community must have a current license plate, be operable, and in such condition as to not constitute an eyesore as determined by the Board of Directors. Car covers are only permitted in an owner's driveway, and covers must not conceal

license tags. Any vehicle parked in violation of this Rule, or any document governing the Community, shall be subject to being towed away at the Owner's expense.

- I. No working on automobiles in guest parking spaces, on common grounds, roadways, or on lawns shall be permitted. Automobiles can be worked on inside of the unit's garage or in the unit's driveway. Working on an automobile in the unit's driveway is **only** permitted if the work can be completed by the end of the day in which the work began.

## **X. TENNIS COURTS**

- A. Period of Play – singles are allowed one (1) hour of play unless no one is waiting to play on the court; doubles are allowed one and one half (1 ½) hours of play unless no one is waiting to play on the court. No resident or other person will have priority to use the tennis courts over any other residents for any reasons. The scheduling, offering, or providing of tennis lessons for any compensation or other such commercial purpose is strictly prohibited.

## **XI. POOL AND POOL AREA**

- A. The pool is for the use and enjoyment of residents, their families, and their invited guests. It is recommended that residents accompany their guests to the pool. If residents do not accompany their guests to the pool, it is understood that they are still completely responsible for the conduct and actions of their guests. Residents are responsible for any damage caused by themselves or their guests. Unauthorized usage of the pool area can result in confiscation of pool keys and/or removal from the pool area.
  1. Cost for replacement/lost key is \$50.00, or in such sums as required by the Community or its property management company. Replacement keys may be obtained by contacting the property management company.
- B. Swimming is permitted only from dawn till dusk.
- C. Children under fifteen (15) years of age must be accompanied by a responsible adult swimmer. An Owner must accompany their guests in the pool area.
- D. All people using the swimming pool do so at their risk. No lifeguard will be on duty
- E. All persons must shower thoroughly before entering the pool.
- F. Garbage must be placed in garbage receptacles.
- G. Adults and/or children with infectious or contagious health conditions such as colds, fungi, skin diseases, and the like must not use the pool.
- H. Towels must be placed on lounge chairs prior to use.
- I. All persons using radios, etc., shall use earphones so as not to disturb others.
- J. All babies must wear diapers and rubber pants while in the pool.

- K. No running, screaming, profanity, boisterous conduct, or unnecessary splashing shall be permitted in the pool area.
- L. No large floats in the pool.
- M. No water balloons in pool area.
- N. No glass containers in pool area.
- O. No food or alcohol shall be consumed in the pool.
- P. No smoking in the fenced in pool area.
- Q. No animals in the fenced in pool area.
- R. No diving.

## **XII. PETS**

- A. Pets may not exceed 80 pounds in weight at maturity.
- B. Four dogs or four cats, or any combination thereof providing the total number does not exceed four, may be kept by each Residential Unit owner, provided they are not kept, bred, or maintained for any commercial purpose.
- C. Pets are not to become a nuisance or annoyance to neighbors.
- D. Pets are to always be kept under control when outside of an owner's home. Under control shall mean on leash, in arms, or caged. Pets may not run free outside of a unit unless the pet is confined by a unit's fence.
- E. Pet owners are required to clean up after their animal. Pet droppings are not permitted to be left on any common area or private homeowner property. All animal waste must be properly disposed of in the pet owner's garbage bins.
- F. Owners shall assume full responsibility for any damage to persons, property, or other animals caused by his or her pet.
- G. Even though leashed, pets shall not be permitted on the tennis courts, racquetball courts, and pool areas, parks having play equipment or facilities for children, or in other areas designated by the Board of Directors.

## **XIII. GENERAL**

- A. No Owner or lessee shall be permitted to operate or advertise any business activity within the Community.
- B. No Owner or Lessee or their guest are permitted to climb on, play in, disfigure, disrupt, or in any way damage trees/landscaping on common grounds. All damages will be replaced by the community but will be the financial responsibility of the owner or lessee.



- C. No "Open House" sign, advertisement, notice, or other lettering shall be exhibited or displayed on any part of common property or adjacent areas.
- D. There shall be no solicitation, collections, selling door-to-door by any private, public or civic organization, enterprise, charity, etc. without prior written approval of the Board. The request to solicit shall include names of solicitors, date(s) and time(s).
- E. No fireworks or firecrackers of any kind may be used, set off, or displayed within the Community, unless they are used in conjunction with the Florida Law permitting the use of fireworks on specific holidays. *Independence Day July 4<sup>th</sup>, New Year's Evening December 31<sup>st</sup>, and New Year's Day January 1<sup>st</sup>.*
- F. All playground equipment, and swing sets must be located in the backyard or patio area and screened from view via adequate landscape shrubbery meeting requirements of the Community, so they are not visible from adjoining properties, road and the common areas of the Community. All basketball poles and hoops must be on the owner's property, and the usage must not interfere with street traffic.
- G. It is the obligation of each property owner to maintain their lots free of trash, debris and unsightly growth of grass or weeds.
- H. Exterior holiday lights or home holiday decorations may only be put up one month before the holiday for which the lights or decorations are intended, and must be dismantled and removed within fourteen (14) days after the holiday for which the lights or decorations are intended.
- I. No cinderblocks, chains or other obstructions shall be placed in front of or upon the driveway of a Unit Owner's property for more than forty-eight (48) hours consecutively.
- J. No bicycles, tricycles, scooters, baby carriages, or similar vehicles or toys shall be allowed to remain in the common areas. The sidewalks, walkways, streets, and parking areas shall not be obstructed or used for any purpose other than for ingress and egress from residential unit(s) and other areas of the Community.
- K. No hunting of any kind is permitted within the Community.
- L. No clothesline or similar device shall be allowed on any portion of the common areas. No clothes or other similar articles shall be hung on fences or outdoors for any purpose except within the unit's closed-in back yard, and it must be below the top of the fence, and not visible from the exterior of the unit.
- M. No "PODS" or other similar structures shall remain on the driveway or property of the Unit Owner for a period of time in excess of thirty (30) days unless exceptional circumstances have been demonstrated and the Board of Directors approves of an extension of time beyond such thirty (30) day period.

- N. No colored light bulbs, other than white, except when being used in conjunction with holiday lighting/decorations, may be placed within the lamppost situated on a Unit Owner's property. Replacing such light bulbs within the lamppost situated on a Unit Owner's property is the responsibility of the individual Unit Owner and such replacement light bulb must be of the same wattage as a majority of the light bulbs contained within the lampposts situated throughout the Community.
- O. No propane tanks being utilized by a Unit Owner may be visible from the street within the Community, and if being used on a permanent basis, must be approved by the Community and must be used in conformance with applicable local codes and ordinances.
- P. The speed limit is 20 mph on all roads.
- Q. Residents must abide by all traffic control devices when applicable. The Board of Directors reserves the right to contract with Local Law Enforcement for traffic enforcement at any time for the benefit of community safety.

#### **XIV. LAWN CARE, LANDSCAPING AND IRRIGATION:**

- A. The HOA will provide a landscape company for routine lawn maintenance to include, but not limited to cutting, edging, and trimming of all common areas and units for those areas not enclosed by unit fencing. Homeowners are responsible for the maintenance of the landscaping inside unit fenced areas.
- B. Tree trimming by the HOA is only included for common area trees. Unit owners are responsible for ensuring trees located within their lots are regularly trimmed to ensure they do not cause damage to surrounding areas.
- C. The unit owner or lessee shall be responsible to provide adequate water for landscaping and lawns. If the owner is away for extended periods of time, it is required that sprinklers be on timers or that a person responsible for providing water be designated. No homeowner is permitted to allow their lawn/landscaping to go an extended period of time without water.
- D. No artificial grass, artificial plants, or other artificial vegetation shall be placed on or maintained upon the exterior of the portion of any property unless said material is confined to a fenced or screened in area.
- E. All hedges shall be maintained and shall not exceed six (6) feet. No landscape shall be installed or allowed to grow to the extent that it creates a line of sight concern to individuals who are operating vehicles inside the Community.
- F. Lawns shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green, luxuriant, and well-kept lawn at all times. For unit owners who choose to not take advantage of the HOA contracted landscapers, grass growth shall not exceed a maximum of four (4) inches and all trees and shrubbery shall be appropriately trimmed as needed. Additionally, unit owners will be responsible and required to replace any dead or damaged grass within the property that can be seen from the common areas.

- G. The unit owner is responsible for ensuring the landscaping of their property does not create an eyesore for the community. Dead and/or old vegetation will be removed and replaced by the unit owner.
- H. Landscape lighting shall not be designed and placed in such a fashion as to point at any unit except for the unit owned by the individual placing the lighting.

**XV. TRASH AND LANDSCAPE DEBRIS**

- A. Trash and recycling containers shall be stored inside the garage or in a location so as not to be visible from the street.
- B. No trash or trash containers shall be placed at the curb prior to 3:00 p.m. the day before pick up. Empty containers shall be picked up curbside and stored out of sight by 9:00 p.m. the day of trash pickup. All trash at the curb shall be in a proper closed container or bundled. All trash at the curb shall meet city codes as set forth.
- C. No trash or landscape debris may be placed on common area for pick up. Owners are responsible for the proper disposal of their yard trimming, and are not permitted to allow their personal landscapers to leave such debris on the property.

**XVI. HURRICANE PREPARATIONS**

- A. No hurricane shutters (to include but not limited to, aluminum panels, accordion style, rolled down, cloth, clear plastic, and/or plywood) are permitted to enclose a window or doorway more than 72 hours prior to the storm's projected time of impact. Shutters must be removed within fourteen (14) days of the storm's departure. At no time shall windows/doors be permanently enclosed by hurricane shutters without the prior written permission of the Board.
- B. Each unit owner who intends to be absent from his/her unit during hurricane season (June 1 – November 30) shall prepare his/her unit prior to his/her departure by doing the following:
  - 1. Removing all furniture, potted plants and other moveable objects from patio, backyard, and within screened enclosure.
  - 2. Designating a responsible person or firm satisfactory to the Community to care for his/her property and complete additional preparations to ensure the home is protected during a storm. This designee should also be responsible for the unit after the storm should it suffer damage during the storm.

**XVII. LAKES, PONDS, CANALS, AND WILDLIFE**

- A. Swimming, boating, and windsurfing in lakes or drainage ponds is prohibited.
- B. Netting of fish is not permitted.

- C. Feeding, touching, catching or harassment of alligators is not permitted. It is very dangerous and against Florida law.
- D. Feeding of the local wildlife of any kind, *I.E. Squirrels, rabbits, ducks, geese, etc. is not permitted.*
- E. No walking, standing, sitting, or traversing in or around the lake banks. Individuals are encouraged to utilize the paved walking paths around the lakes.

## **XVIII. ENFORCEMENT**

In the event that any person, firm or entity subject to these Rules and Regulations fails to abide by them as they are interpreted by the Board of Directors of the Homeowners' Community, he/she or it shall be fined by the Community for each failure to comply with the violation of these Rules and Regulations. Such fine, which shall not exceed \$100.00 for each violation, per day, up to the maximum fine amount permitted pursuant to the laws of the State of Florida.

If the Board of Directors of the Community deems it necessary, it may bring an action at law or equity in the name of the Community to enforce these Rules and Regulations, including the provisions herein for fines. In the event that any such action is necessary, the Community shall, in addition, be entitled to recover the cost and attorney fees incurred in enforcing these Rules and Regulations. For the purposes of assessing fines for violations of these Rules and Regulations or of the Declaration of Covenants and Restrictions, each day during which the violation continues shall be a separate violation for which a fine may be levied.

THE OWNER OF A UNIT IS RESPONSIBLE FOR HIS/HER TENANTS TO ABIDE BY THE COMMUNITY RULES AND REGULATIONS. IF THE TENANT DOES NOT OBEY, THE OWNER MAY BE SUBJECT TO BEING FINED IN ACCORDANCE WITH FLORIDA LAW.

1. Compliance and Default. Each Unit Owner and the Community shall be governed by and shall comply with the terms of the Declaration and all exhibits annexed hereto, and the Rules & Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Community and Unit Owner shall be entitled to the following relief in addition to the remedies provided by the Act and by law.
2. Negligence: A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his/her negligence or by that of any member of his/her family or his/her/their guests, employees, agents, invitees, licensees, or lessees, but only to the extent such expense is not met by the proceeds of insurance collected by the Community.
3. Default. In the event a Unit Owner fails to maintain his Unit in the manner herein required, or otherwise fails to observe the requirements of these Rules and Regulations and its Exhibits or the Act, the Community or any Unit Owner shall have the right to proceed in a court of equity to seek compliance, and the Community may take any other action including, but not limited to, imposing fines, as provided in the

Declaration, any of the exhibits attached hereto, the Act or otherwise as provided by law. The Community shall also have the right to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner in compliance herewith, and to collect such assessment and have a lien on the Unit Owner's unit for such sums expended by the Community. In addition, the Community shall have the right, for itself and its employees and agents, to enter the Unit and perform any necessary work to enforce compliance with the above provisions and, as provided above, to charge the Unit Owner with the cost thereof by way of assessment or otherwise.

4. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Community to comply with the requirements of the Act, the Declaration, the exhibits annexed thereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.
5. No waiver of rights. The failure of the Community or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Declaration, the exhibits annexed thereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.

## **XVIX. VIOLATIONS, FINES, AND APPEALS**

The Gardens of Woodberry Board of Directors may impose fines in accordance with the community Bylaws, the Community Rules and Regulations, and Florida Statute 720 for violations of the community Documents.

Violators have the right to appeal an imposed fine to the Fining Committee in accordance with Florida Statute 720.

A fining schedule for the community can be located as an attachment to this document listed as Appendix A.

## **XIX. OFFICIAL RECORDS**

The association has adopted written rules governing the method or policy by which the official records of the association are to be retained and the time period such records must be retained pursuant to Florida law. The association shall maintain each of the following items, when applicable, for at least 7 years, which constitute the official records of the association:

1. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
2. A copy of the bylaws of the association and of each amendment to the bylaws.
3. A copy of the articles of incorporation of the association and of each amendment thereto.
4. A copy of the declaration of covenants and a copy of each amendment thereto.

5. A copy of the current rules of the homeowners' association.
6. The minutes of all meetings of the board of directors and of the members.
7. A current roster of all members and their designated mailing addresses and parcel identifications. A member's designated mailing address is the member's property address, unless the member has sent written notice to the association requesting that a different mailing address be used for all required notices. The association shall also maintain the email addresses and the facsimile numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. A member's email address is the email address the member provided when consenting in writing to receiving notice by electronic transmission, unless the member has sent written notice to the association requesting that a different email address be used for all required notices. The email addresses and facsimile numbers provided by members to receive notice by electronic transmission must be removed from association records when the member revokes consent to receive notice by electronic transmission. However, the association is not liable for an erroneous disclosure of the email address or the facsimile number for receiving electronic transmission of notices.
8. All of the association's insurance policies or a copy thereof.
9. A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed are considered official records and must be kept for a period of 1 year.
10. The financial and accounting records of the association, kept according to good accounting practices. The financial and accounting records must include:
  - a. Accurate, itemized, and detailed records of all receipts and expenditures.
  - b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
  - c. All tax returns, financial statements, and financial reports of the association.
  - d. Any other records that identify, measure, record, or communicate financial information.
11. A copy of the disclosure summary described in s. 720.401(1).
12. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners, which must be maintained for at least 1 year after the date of the election, vote, or meeting.
13. All affirmative acknowledgments made pursuant to s. 720.3085(3)(c)3.
14. All other written records of the association not specifically included in this subsection which are related to the operation of the association.

**“APPENDIX A”  
Gardens of Woodberry Fining Schedule**

**GARDENS OF WOODBERRY RULES AND REGULATIONS VIOLATION FINING SCHEDULE**

No single occurrence fine will exceed \$1,000 and all violators have the right to appeal the fine per FSS 720

Rule	1 <sup>st</sup> Offense		2 <sup>nd</sup> Offense		3 <sup>rd</sup> Offense		
	Action to be taken	Days to correct violation	Action to be taken	Fine Amount	Action to be taken	Fine Amount	
<b>Vehicle and Parking Violations: Section IX</b>							
1. Vehicles parked in a fashion in which they block another owner’s driveway. (Rule B. Section IX, Vehicles and Parking)	1	Sticker or Letter w/ warning	N/A	Letter w/ fine	\$25	Letter w/ fine	\$50
2. Vehicles parked on grass that would be considered common area. (Rule C. Section IX, Vehicles and Parking)	2	Sticker or Letter w/ warning	N/A	Letter w/ fine	\$25	Letter w/ fine	\$50
3. Vehicles left on the street or common area for extended period. (Rule D. Section IX, Vehicles and Parking)	3	Sticker or Letter w/ warning	10 days or \$25 fine will be imposed.	Letter w/ fine & subject to tow	\$25	Letter w/ fine & subject to tow	\$50
4. Vehicles being stored in a common area parking spots. (Rule E. Section IX, Vehicles and Parking)	4	Sticker or Letter w/ warning	10 days or \$25 fine will be imposed.	Letter w/ fine & subject to tow	\$25	Letter w/ fine & subject to tow	\$50
5. Commercial Vehicles parked/stored in the community. (Rule F. Section IX, Vehicles and Parking)	5	Sticker or Letter w/ warning	10 days or \$25 fine will be imposed.	Letter w/ fine & subject to tow	\$100	Letter w/ fine & subject to tow	\$100
6. Vehicles parked on community property without a valid tag. (Rule H. Section IX, Vehicles and Parking)	6	Sticker or Letter w/ warning	10 days or \$25 fine will be imposed.	Letter w/ fine & subject to tow	\$100	Letter w/ fine & subject to tow	\$100
7. Working on vehicles (Rule I. Section IX, Vehicles and Parking)	7	Letter w/ warning	N/A	Letter w/ fine	\$25	Letter w/ fine	\$50
		Note: Each violation noted above will increase by the amount of \$25 for each additional offense until the maximum \$100 amount is reached per offense and each offense thereafter will be fined the maximum amount.					



Rule	1 <sup>st</sup> Offense		2 <sup>nd</sup> Offense		3 <sup>rd</sup> Offense		
	Action to be taken	Days to correct violation	Action to be taken	Fine Amount	Action to be taken	Fine Amount	
1. Failure to keep pets under control while outside unit (Rule D. Section XII, Pets)	1	Letter w/ warning	N/A	Letter w/ fine	\$50	Letter w/ fine	\$100
2. Failure to clean up after pets. (Rule E. Section XII, Pets)	2	Letter w/ warning	N/A	Letter w/ fine	\$50	Letter w/ fine	\$100
3. Storing of trash/recycling containers in view from the street. (Rule A. Section XV, Trash and Landscape Debris)	3	Letter w/ warning	N/A	Letter w/ fine	\$25	Letter w/ fine	\$25
4. Violation of community rules for placing & removing trash, or trash/recycling containers. (Rule B. Section XV, Trash and Landscape Debris)	4	Letter w/ warning	N/A	Letter w/ fine	\$25	Letter w/ fine	\$25
5. Violation of community rules as it pertains to the lakes or wildlife. (Section XVII. Lakes, Ponds, Canals, and Wildlife)	5	Letter w/ warning	N/A	Letter w/ fine	\$100	Letter w/ fine	\$100
6. Any general violation of the Gardens of Woodberry HOA Rules and Regulations or By-Laws not specifically outlined in this document.	6	Letter w/ warning	N/A	Letter w/ fine	\$100	Letter w/ fine	\$100
Note: Each violation noted above will increase by the amount of \$25 for each additional offense until the maximum \$100 amount is reached per offense and each offense thereafter will be fined at \$100.							

Unit Maintenance Violations	Any Offense				
1. Failure to maintain fence, to include paint. (Architectural manual)	1	Letter w/ warning	30 days	After 30 days Letter w/ Fine	\$100 per day violation persists
2. Failure to maintain integrity of the unit exterior, to include but not limited to paint, trim, post lights, etc. (Architectural manual)	2	Letter w/ warning	30 days	After 30 days Letter w/ Fine	\$100 per day violation persists
3. Failure to keep lamp post in working condition. (Architectural manual)	3	Letter w/ warning	30 days	After 30 days Letter w/ Fine	\$100 per day violation persists
4. Failure to keep roof in good condition to include cleaning. (Architectural manual)	4	Letter w/ warning	30 days	After 30 days Letter w/ Fine	\$100 per day violation persists
5. Failure to maintain lawn and or landscaping to include proper irrigation, weed control, etc. (Rule B & E, Section XIV, Lawn Care, Landscaping, and Irrigation)	5	Letter w/ warning	30 days	After 30 days Letter w/ Fine	\$100 per day violation persists
6. Failure to remove/replace dead or old vegetation. (Rule F. Section XIV, Lawn Care, Landscaping, and Irrigation)	6	Letter w/ warning	30 days	After 30 days Letter w/ Fine	\$100 per day violation persists
7. Failure to remove holiday decoration in accordance with community rules. (Rule H. Section XIII, General)	7	Letter w/ warning	14 days	After 30 days Letter w/ Fine	\$100 per day violation persists
8. Hurricanes shutters placed or not removed during permitted time frame (Rule A. Section XVI, Hurricane Preparation)	8	Letter w/ warning	14 days	After 30 days Letter w/ Fine	\$100 per day violation persists
<p style="text-align: center;">Note: No violation listed above will exceed the allowed maximum amount of \$1,000 per occurrence of the violation. Any violation sent to the attorney will result in the violator also being responsible for legal fees.</p>					

Example 1: A violator if caught parking a commercial vehicle on property outside the guidelines as stated in the community rules. The violator will be notified via letter and they will have 10 days from the date of violation to correct the issue or a fine will be issued. Failure to correct the fine will result in the fine increasing until the violation is corrected. Should the same individual be caught in violation a 2<sup>nd</sup> time, no correction period will be granted and a fine will be issued immediately.

Example 2: A violator is caught in violation of any community roles listed under miscellaneous, the 1<sup>st</sup> occurrence will be a warning/reminder that they are in violation. Each offence thereafter by the same individual will result in a letter form the community and the associated fine.

Example 3: A homeowner fails to maintain their property in accordance with the community documents. The homeowner will be notified of the maintenance required, and then provided 30 days to complete the required maintenance. I.E. – Dirty roof, paint, broken fence, etc. After 30 days, if the maintenance is not complete a fine of \$100 will be assessed and the fine will be increase by \$100 per day the maintenance issue persists, or until the total amount of the fine reaches \$1,000.

Rev: 07/2021

**“APPENDIX B”  
Gardens of Woodberry Architectural Review Board Manual**

**Currently under review, October 2024, with updates pending.**