

Rules and Regulations
For
La Terre at Avenir

Revision Date: August 2021

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Rules and Regulations Overview

Article 1 – Guiding Principles

WELCOME TO LA TERRE AT AVENIR

These La Terre at Avenir Rules and Regulations (“**Rules and Regulations**”) are promulgated pursuant to Sections 4.1.3 and 4.1.4 of Article 4, and Article 9, of the Amended and Restated Neighborhood Declaration of Protective Covenants, Restrictions and Easements for La Terre at Avenir, recorded Official Records Book 32214, Page 15 of the Public Records of Palm Beach County (“County”), Florida (as amended, the “**Declaration**”). These Rules & Regulations are meant to maximize your enjoyment of the community that you live in, and to keep the property beautiful, safe, and to the standards that you expect from living in a vibrant community.

Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Association’s Neighborhood Documents and the Master Documents. Otherwise, the terms shall have the meanings as defined in Webster’s *Third New International Dictionary of the English Language Unabridged*. These Rules and Regulations are not intended to supersede or replace the Association’s Neighborhood Documents, the Master Documents or local, state or federal laws, codes, ordinances, rules or regulations. To the extent of any conflict between these Rules and Regulations and the Association’s Neighborhood Documents and the Master Documents, the Master Documents and the Association’s recorded Neighborhood Documents shall control to the extent of such conflict. Any waiver by the Board of the Rules and Regulations and/or consents or approvals may be altered or reversed by the Board at any time and shall apply only to the individual or situation which led to its granting and shall not be considered to set any precedent.

The Manager and its authorized management personnel (collectively, “**Management Personnel**”) are authorized by the Board to enforce these Rules and Regulations and to report all violations to the Board. Owners and Occupants shall report violations of these Rules and Regulations to the Board and Management Personnel and shall not attempt to enforce these Rules and Regulations by themselves or through self-help.

Pursuant to Article 9 of the Declaration, the Declarant is not subject to these Rules and Regulations. The Declarant and/or the Board, as applicable, may amend, clarify, delete, or add to these Rules and Regulations as set forth in the Declaration.

Article 2 – General Risk Disclaimer

RISK DISCLAIMER: Each Owner, Occupant and Lessee, as a condition of entry into LA TERRE AT AVENIR, assumes sole responsibility for its property and self and its family members, guests in invitees. The Association shall not be responsible for any loss or damage to private property used or stored within LA TERRE AT AVENIR, nor for any personal injuries sustained or caused by any Owner, Occupant, Lessee, family member, guest, invitee or Management Personnel. Any Owner, Occupant, Lessee, family member, guest, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, either on or off property within LA TERRE AT AVENIR, shall do so at their own risk.

Owners, Occupants, Lessees and their family members and guests shall hold the Association and its affiliated, directors, officers, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from any act or omission, whether due to negligence or otherwise, of the Association, their respective affiliated, directors, officers, representatives or agents. Any Owner, Resident, Occupant and Lessee shall have, owe and perform the same obligation to the Association and its affiliates, directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

General Rules and Regulations

Article 3 – Owner and Occupant Responsibilities

- 3.1 General Responsibility.** With respect to compliance with these Rules and Regulations and the other Neighborhood Documents, an Owner shall be held responsible for the actions of their Lessees, Occupants, family members, guests, invitees, contractors and all other persons for whom they are normally responsible, as well as for the actions of persons over whom they exercise control and supervision.
- 3.2 Observance of Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to LA TERRE AT AVENIR or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner or, as appropriate, the violator.
- 3.3 Violations & Enforcement.** Violations of any of the Neighborhood Documents and/or these Rules and Regulations shall be reported immediately to the Board and/or Management Personnel and shall subject the responsible Owner and/or violator to any and all remedies available to the Association.
- 3.4 Use of Alcohol.** The Association is prohibited from selling, serving, distributing or furnishing alcohol at any Association planned events. However, alcohol will be permitted during Association planned events under the following situations:
- a. Occupants may bring their own alcoholic beverages, but please be aware that glass containers are not permitted in the pool area or any covered outdoor patio areas.
 - b. When a catering company has been hired by the Association who will furnish its own liquor license and insurance.
- 3.5 Relationship with Management Personnel.** No Owner, Occupant, Lessee or guest may (i) direct the activities of any Management Personnel or other staff members of the Association; (ii) ask any Management Personnel or other staff members of the Association to leave LA TERRE AT AVENIR for any purpose whatsoever; or (iii) reprimand, discipline or in any way abuse, verbally or otherwise, any Management Personnel or other staff members of the Association. Any Management Personnel or other staff members of the Association not rendering courteous or prompt service should be immediately reported to the Manager and the Board. Any complaints, criticism, or suggestions of any kind relating to the operations or actions of Management Personnel, must be addressed to the Board in a written communication. Management Personnel authorized by the Board to monitor the Common Areas and other portions of LA TERRE AT AVENIR, have the authority to enforce these Rules and Regulations and to report violations to the Board.
- 3.6 Employment by the Association.** No Owner may receive compensation for any services furnished to the Association unless otherwise authorized in the Neighborhood Documents and as otherwise permitted under Florida law.
- 3.7 Nuisance.** Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of La Terre at Avenir, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots

and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Activities that may constitute a noise disturbance include, but are not limited to, the following: (a) loud music, television or parties, (b) sounding of horns and whistles for an unreasonable period of time other than as a danger warning, (c) yelling, shouting, singing, etc. other than at normal conversation levels after 11pm, and (d) barking, howling, whining, screeching of animals. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board. Noise levels must comply with all City and County rules, regulations and ordinances. Music may not be played at a level that can be heard outside of a Home.

3.8 Lakes and Our Environs. The lakes, ponds and other water bodies in our community, if any, are exclusively for our visual enjoyment and water retention/detention purposes. Accordingly, there is no swimming, fishing or boating allowed in any retention/detention areas, lakes, ponds or other water bodies within LA TERRE AT AVENIR. In addition, feeding any wild animals anywhere within LA TERRE AT AVENIR is strictly prohibited.

3.9 Disturbances. No loud noises or noxious odors shall be permitted within LA TERRE AT AVENIR. Owners and Occupants shall not operate radios, television, musical instruments or any other noise producing devices at times or at volume levels which shall disturb others, as determined by the Board in its sole discretion. None of the following shall be located, used or placed on any portion of a Lot outside of a Home, or otherwise exposed to other Owners and Occupants without the prior written approval of the Board:

- (a) Horns, whistles, bells or other excessive sound-producing devices (other than security devices used exclusively for security purposes).
- (b) Noisy vehicles, excessively noisy power equipment, noisy motorcycles, or off-road motor vehicles.
- (c) Any items which may unreasonably interfere with television or radio reception.

3.10 Permitted Hours of Activities. Except as otherwise approved by the Board in writing, Owners, Occupants or Lessees who are moving in or out of LA TERRE AT AVENIR shall do so between the hours of 8:00 AM and 5:00 PM Monday through Saturday.

CONSTRUCTION OR OTHER IMPROVEMENT WORK SHALL BE CARRIED OUT ONLY BETWEEN 7AM AND 6PM MONDAY THROUGH FRIDAY.

3.11 Solicitations. Commercial solicitations via the community e-mail list, by any Owner, Occupant, Lessee or guest to the other Owners, Occupants or Lessees are strictly prohibited. Placing advertisements, flyers or other materials in mailboxes, or on or within any portion of the Home or Lot and upon any portion of LA TERRE AT AVENIR is strictly prohibited.

3.12 Fireworks. The detonation, storing, or sale of fireworks or any other such incendiary devices is strictly forbidden on or over any portion of LA TERRE AT AVENIR, except (a) as otherwise permitted by applicable laws and (b) fireworks exhibits or display authorized by the Association.

3.13 Combustible/Explosive Materials. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

- 3.14 Bicycle Riding.** Bicycle riding within LA TERRE AT AVENIR shall be permitted at the rider's own risk and is only permitted in areas where motor vehicles may be driven and is not permitted on any sidewalk or other walkway that is not part of a Lot. Caution and courtesy shall be exercised at all times. Pedestrians always have the right of way. All bicycles should be equipped with a bell, or similar device, to signal walkers of oncoming bicycle traffic. When bicycle riding on roadways, all applicable traffic regulations must be obeyed.
- 3.15 Permanent Standby Electric Generator Systems.** Prior to installation of any generator, the Owner must complete an Architectural Modification Application and Approval Form for review and written approval by the Design Review Board ("DRB"). The Board, in its reasonable discretion, shall determine the location for the installation of such generator on a Lot. Except as otherwise approved by the Board in writing, generators shall be installed at least ten (10) feet from any Home or other structural building; and at least five feet away from any window of a home. All installations must be per the guidelines or any governing agency for permitting.
- 3.16 Key Fobs and Gate Access Devices.** Simultaneously with the purchase of a Home, each Owner shall submit a copy of the deed to such Home to the Association along with a copy of such Owner's driver's license and a completed Security Registration Form. Each Home will receive **two (2) gate openers to open applicable electronic gates for vehicle access.** Owners are responsible for providing such access control "key fobs" and gate openers to all Occupants and Lessees, and all Occupants and Lessees must be listed on a Security Registration Form filed with the Association. The Association shall have no responsibility to provide such access devices to Lessees, Occupants or guests and the Association shall have no responsibility or liability for lost or stolen access devices. **Access devices for additional Occupants can be purchased for an additional \$50.00 each upon such Occupant providing its driver's license and proof of address to the Association. Lost or stolen "key fobs" or gate access devices may be purchased for an additional \$50.00 each.** Each Owner and Lessee is responsible for ensuring the Security Registration Form on file with the Association is accurate and updated periodically. **THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE GATE SECURITY OR ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.**

Article 4 – Appearance and Maintenance

- 4.1 Solid Waste Pickup (Garbage and Trash).** Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of La Terre at Avenir, or any property contiguous to La Terre at Avenir. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pick up. Containers must be brought in no later than 12 hours after collection. Containers shall not be placed in the roadway, but must be left within the driveway. All garbage, trash, refuse or rubbish must be placed in sanitary, self locking containers. Bags and loose trash are not permitted. Containers should be made of rigid plastic with 20 – 32 gallon capacity, well-sealed. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.
- 4.2 Decorative Objects and Holiday Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes or flagpoles shall be installed or placed within or upon any portion of LA TERRE AT AVENIR without the prior written approval of the DRB. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home (including on the fascia of the roof, but excluding any hanging from roof tiles) and upon the Lot in the manner permitted hereunder commencing October 1 and shall be removed (even if they remain unlit) not later than January 10th of the following year. Except for holiday lighting permitted in accordance with the foregoing sentence, no decorations or other ornaments shall be hung from any trees located upon the Lots. All such holiday lights must be turned off by 11:00 PM and must remain unlit until after 6:00 PM. The DRB may establish standards for holiday lights and decorations at its sole discretion. No holiday lighting shall create a nuisance or excessive light shining onto a neighbor's Home, as determined by the Board in its sole discretion. Holiday decorations must not emit any sounds. The DRB may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through LA TERRE AT AVENIR). All decorations shall be removed from exterior portions of the Home and Lot by the Owner and/or Occupant and shall be stored within the Home upon the issuance of any storm warning.
- 4.3 Window Décor.** No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the DRB. Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face the exterior windows or glass doors of a Home shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Owner, at such Owner's sole cost, with items acceptable to the Association. Tinting shall be non-mirror finish. Broken or damages blinds or window coverings will be required to be replaced at the discretion of the Board of Directors. Broken windows shall promptly be replaced.
- 4.4 Garage Doors.** When not in use, Owners shall keep their garage doors closed. Each Owner shall keep his or her garage free from clutter so that at all times his or her car can easily be parked in his or her garage. Garages doors should be periodically cleaned, painted and maintained - damaged or unsightly doors may be required to be cleaned, repaired, or replaced at the discretion of the Board of Directors.

4.5 Hurricane Season Preparation and Cleanup. No hurricane shutters may be installed without the prior written consent of the DRB, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the DRB's consent, then the hurricane shutters will be made to conform by the DRB at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Avenir location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to the Declaration.

4.6 Address Numbers. No Owner or Occupant shall install, alter or decorate (or allow for such installation or decoration of) the exterior of the Home, nor shall any objects be hung upon the exterior of a Home, unless authorized by the Board in writing. Any house address numbers affixed to Home as installed by the Developer shall not be altered or replaced in any manner, except with those approved by the Board in writing. Address numbers shall at all times be visible from the street and shall comply with all City and County requirements.

4.7 Outdoor Furniture. Each Owner and Occupant assumes the responsibility for maintenance of any personal property located within a Lot, including the control of mildew, rust, wood rot and deterioration of equipment components. The placement of such outdoor furniture must not interfere with the use of any easement or right of way or the use of any Lot or Home by any other Owner or Occupant. The placement of any outdoor furniture on a Lot must not unreasonably obstruct the view of any lake, pond or other water body from an adjacent Lot, as may be determined by the Board in its sole discretion. Such outdoor furniture shall not interfere with any maintenance of landscaped areas within a Lot or any other maintenance conducted by the Association. In the event any such outdoor furniture located on a Lot interferes with the Association's ability to conduct the maintenance activities set forth in Article 8 of the Declaration, the Owner of such Lot shall be solely responsible to conduct such activities, including, without limitation, any maintenance of landscaped areas surrounding such outdoor furniture.

4.8 Building Stains. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout LA TERRE AT AVENIR. Owners or Occupants who use grills or barbecue facilities shall be solely responsible for the cleaning and repainting of any areas of a Home affected by discoloration or other damage from smoke. Similarly, rust stains from irrigation and other building stains also must be removed or repainted. It is each Owner's responsibility to treat and remove any staining on a Home, including stains caused by rust or irrigation water or otherwise.

4.9 Prior to the installation of any improvement or any modification to an existing improvement which requires DRB approval pursuant to the Declaration, the Owner must complete an Architectural Modification Application and Approval Form by submitting same for review and written approval by the DRB.

Article 5 – Vehicles and Parking

- 5.1 Corrective Action of Vehicular Violations.** SUBJECT TO APPLICABLE LAWS AND ORDINANCES, ANY VEHICLE PARKED IN VIOLATION OF THE DECLARATION OR THESE RULES AND REGULATIONS MAY BE SUBJECT TO FINES IN ACCORDANCE WITH THE DECLARATION AND MAY BE TOWED BY THE ASSOCIATION.
- 5.2 Traffic Rules.** All posted traffic control signage must be strictly observed. No more than one vehicle at a time shall pass through the community entrance gates or barriers.
- 5.3 License and Insurance Requirements.** Except for use of golf carts within the Property which such use shall be subject to reasonable rules and regulations adopted by the Board from time to time, all other powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on La Terre at Avenir property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in La Terre at Avenir may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statutes, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statutes, Section 427.802(1); and any special mobile equipment as defined under Florida Statutes, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment. Any person operating a vehicle within LA TERRE AT AVENIR shall maintain a current auto registration and all Florida State required insurance coverage for all such vehicles that are operated within LA TERRE AT AVENIR. **EACH OWNER AND LESSEE IS RESPONSIBLE FOR ENSURING THE SECURITY REGISTRATION FORM ON FILE WITH THE ASSOCIATION IS ACCURATE AND UPDATED.** ATV's, 4-wheelers and similar vehicles may not be driven anywhere within the community.
- 5.5 Golf Carts.** Notwithstanding anything herein to the contrary, "golf carts" (as defined in Section 316.003, Florida Statutes) may be operated within LA TERRE AT AVENIR, but only on designated paved surfaces of the Common Areas. Golf carts are prohibited on sidewalks. Golf carts may only be operated within LA TERRE AT AVENIR by persons age fourteen (14) and older, unless otherwise approved by the Board. Street parking is prohibited for golf carts at all times. Golf carts may be parked in designated parking spaces in the Common Areas, if any. When not in use or parked in the Common Areas as provided in the preceding sentence, golf carts or other motorized unregistered vehicles shall be stored inside the garage of a Home.
- 5.5 Parking Restrictions.** No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas in the streets, drives, swales, alleys or parkways located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within La Terre at Avenir until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under the Declaration. In addition, parking on streets, parking on or across sidewalks, parking on lawns, and parking on common areas is not permitted. Vehicles may not be parked sideways on driveways. Board of Directors or their agent has the authority to tow vehicles which are in violation of the Rules and Regulations at the vehicle owner's expense. Vehicle owner will be responsible for expense of repairs required to any property damaged as a result of parking in violation of these rules (i.e., damage to grass, sprinkler, etc.).

No vehicle may remain in a guest parking space for more than twenty-four (24) consecutive hours without prior written approval of the Association. No trailer, camper, or other vehicle, other than four wheel passenger automobiles and other four wheel passenger vehicles determined

acceptable by the Association, shall be permitted on any portion of La Terre at Avenir unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in La Terre at Avenir.

No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at La Terre at Avenir. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant. No car covers or unlicensed cars are allowed.

- 5.6 **Storage/Moving Pods.** No moving container, storage building, shed, other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained on any driveway or other portion of a Lot, except as authorized by the Community Standards or as otherwise approved by the Board in writing.
- 5.7 **Improper Parking.** No vehicle shall be parked in any manner which endangers or impedes vehicular or pedestrian traffic. If parked on a driveway, such vehicle shall not obstruct traffic nor obstruct the abutting sidewalk, including the "apron" from sidewalk to the curb. Parking is not permitted on any grass area and no vehicles of any nature shall be parked on any portion of LA TERRE AT AVENIR or a Lot except on the surfaced parking area thereof. Vehicles shall not park in violation of City or County rules, regulations or ordinances.
- 5.8 **Automobile Fluids Disposal.** Disposal of drained automotive fluids is not allowed within the community.
- 5.9 **Vehicle Washing.** Vehicles may only be washed within the driveway located upon a Lot.
- 5.10 **Bicycles and Tricycles.** All bicycles and tricycles brought to any recreational facilities or other portions of the Common Areas must be parked only in designated bike rack areas.
- 5.11 **Gate Access; Vehicle Security Registration.** On at least an annual basis, each Owner and/or Lessee shall complete the Security Registration Form and provide same to the Association. EACH OWNER AND LESSEE IS RESPONSIBLE FOR ENSURING THE SECURITY REGISTRATION FORM ON FILE WITH THE ASSOCIATION IS ACCURATE AND UPDATED. Each Owner, Lessee, Occupant, guest and invitee is responsible for complying with all security and access control measures and regulations promulgated by the Association and/or contractors providing security services to the Association or LA TERRE AT AVENIR. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE GATE SECURITY OR ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR

LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

Article 6 – Pets and Animals

6.1 Responsibility. Owners and Occupants are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner or Occupant who keeps a pet within LA TERRE AT AVENIR agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind whatsoever in connection with such pet.

6.2 Animals and Pets. Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board. No permitted pet may be kept, bred or maintained for any commercial purpose. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board. No dogs or other pets shall be permitted to have excretions on the Property, except in locations designated by the Board. An Owner is responsible for the cost of repair or replacement of any Common Area (or Master Association Common Property) damaged by such Owner's pet. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association and the Master Association.

Notwithstanding the foregoing, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association and/or the Master Association, if any, provided this statement shall not require the Association or the Master Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and the Master Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association and/or the Master Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association and/or the Master Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

6.3 Control of Pets. All pets must be leashed and be fully controlled at all times when not within a Home. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio.

Barking dogs shall be removed from the patio or enclosure. No pets shall be permitted to roam unattended away from the Home. No dog runs, enclosures, or exterior kennels shall be permitted on any Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. All pets shall defecate only in the "pet walking" areas within LA TERRE AT AVENIR designated for such purpose, if any, or on the Owner's Lot. Any animal waste shall be immediately picked up and disposed within sanitary containers and shall not be deposited on or within the Common Areas or any Lot, including the pet owner's. All pet owners shall maintain evidence of all required registrations and inoculations in accordance with applicable governmental laws, which shall be furnished to the Association upon request thereof.

- 6.4 Nuisance Animals.** No pet that creates a nuisance to any other Owner shall be kept or harbored within LA TERRE AT AVENIR. A determination by the Board, in its sole discretion, that an animal or pet kept or harbored in a Home is a nuisance or a threat to the health and/or safety of persons within LA TERRE AT AVENIR, shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Each Owner shall be responsible for the activities of its pet.
- 6.5 Commercial Activity.** Notwithstanding the foregoing paragraph, breeding of any animals or pets including ordinary house pets, or any keeping of pets for any commercial purposes whatsoever within LA TERRE AT AVENIR is prohibited.
- 6.6 Service Animals.** Only service animals, as defined by the Americans with Disabilities Act and the Federal Fair Housing Act, shall be permitted within the recreational facilities. All other pets are excluded from these areas.

Article 7 – Tot Lot

The Tot Lot and any other recreational facilities within LA TERRE AT AVENIR shall be used in a safe and respectful manner.

- 7.1 Tot Lot.** The Tot Lot is available for use on a first come first serve basis until 8:30pm daily. Each Owner, Occupant and their family members and guests are responsible for cleaning the area used before leaving the Tot Lot. Owners, Occupants and their family members and guests are not permitted to organize any events to be held in the Tot Lot. Use of the Tot Lot at any time is solely at the user's own risk. Any injuries or accidents should be reported immediately to Management Personnel or to the emergency telephone number when no Management Personnel are immediately available. If medical attention is required, a call should be immediately made to the 911 emergency number in order to report the incident and request. Children under thirteen (13) years of age must be supervised by an adult. Use of the Tot Lot and other recreational facilities may be suspended or reserved as authorized by the Board and as provided in the Declaration.

Article 8 – Organized Events

8. ONLY ASSOCIATION SPONSORED OR PLANNED EVENTS SHALL TAKE PLACE WITHIN THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS. OWNERS, OCCUPANTS AND LESSEES SHALL NOT ORGANIZE EVENTS OR MEETINGS WITHIN THE RECREATIONAL FACILITIES OR OTHER COMMON AREAS. QUESTIONS REGARDING ASSOCIATION SPONSORED OR ORGANIZED EVENTS SHALL BE DIRECTED TO THE MANAGER AND/OR THE BOARD.

Article 9 – Leasing of Homes

9.1 Leasing of Homes. No portion of a Home (other than an entire Home) may be rented. A Home may not be leased for a period of less than one (1) year. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Neighborhood Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of the Declaration.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et seq.

To preserve the non-transient, single family residential, nature of the Homes and La Terre at Avenir, no Home, nor portion of a Home, may be listed or advertised as being available for rent, lease, sublease, license, use or occupancy, on any internet website or web-based platform, including, without limitation, airbnb.com, vrbo.com, homeaway.com or any other similar website or web-based platform, regardless of the term or duration of such rental, lease, sublease, license or occupancy. This restriction shall not prohibit the use of an MLS listing service or similar internet website or web-based platform by Owners for leasing activities permitted under the Declaration.

9.2 Liability. The Owner of the leased Home shall be jointly and severally liable with their Lessee for compliance with the Neighborhood Documents. The Owner and the Lessee shall be jointly and severally liable to the Association to pay all assessments and/or any open claim for injury or damage to persons or property caused by the acts or omissions of the Lessee and/or those persons for whom the Owner is responsible.

9.3 Lease Deposit Requirements. Prior to leasing their Home, each Owner shall submit the deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time.

Enforcement of Rules and Regulations

Article 10 – Violations, Fines and Other Penalties

10.1 Empowerment. The Board is empowered to impose fines, assessments, and sanctions for violations of these Rules and Regulations in the same manner as provided in Section 9.1 of the Declaration.

10.2 Penalties and Suspension. Failure of an Owner to comply with any limitations or restrictions in the Rules and Regulations or any of the Neighborhood Documents shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of these Rules Regulations or any of the Neighborhood Documents, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses under the Declaration.

In addition to all other remedies, if an Owner is delinquent for more that ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, cable television and other amenity (non-utility) services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Neighborhood Documents, provided the following procedures are adhered to:

10.3 Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.4 Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty one (21) days after said meeting.

10.5 Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.6 Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of the Declaration. Unless otherwise permitted by the HOA Act, a fine of less than One Thousand and No/100 Dollars (\$1,000.00) may not become a lien against a Lot.

10.7 Failure to Pay Assessments. Notice and Hearing as provided in 10.3 and 10.4 above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.8 Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

In addition to all other remedies, the Association may levy Benefited Assessments pursuant to Section 9.1.7 of the Declaration, to cover costs which the Association incurs to bring a Lot into compliance with the Neighborhood Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

Attachment A

**LA TERRE AT AVENIR NEIGHBORHOOD ASSOCIATION
ARCHITECTURAL MODIFICATION APPLICATION AND APPROVAL FORM**

Name: _____

Address: _____

Phone: _____(H) _____(w)

Subdivision: _____ Lot: _____

Date: _____ Date Received: _____

Approval is hereby requested to make the following modifications, alterations, or addition to my home or lot.

Please attach a detailed description of the modification/improvement (i.e., color, size, materials to be used), along with a lot survey containing a scaled drawing of the location of the modification/improvement, and copy of professional license and proof of insurance of contractor who will be performing the work if other than the homeowner. Return the completed form to the Association.

I AGREE:

1. To abide by the decision of the Association.
2. That if the modification is not completed as approved, said approval can be revoked and the modification removed.
3. That I am responsible for restoring all property affected by my installation/modification to its prior condition and that I am responsible to pay for and repair any and all damages done to any common area or adjoining property as a result of the installation/modification within a reasonable time following completion.
4. That I may be required to place a deposit with the Association in an amount determined by the Association, depending on the size and nature of project, to secure against property damaged as a result of the installation/modification. Once the installation/modification is completed and the property is appropriately restored, as determined by the Association and the Association, the deposit will be returned to me. Should I fail to restore or repair damaged property caused by the installation/modification within a reasonable time, the Association will have the right to use my deposit to complete the repairs.
5. To obtain all necessary permits and comply with all State, County, and City codes and ordinances and to perform any approved modifications and/or alterations in accordance with all applicable laws, rules, regulations and codes, applicable thereto.
6. To obtain all necessary approvals from the Design Review Board of the Master Association (copy of approval must be included with this application).
7. That I am responsible for having all public and private utilities located prior to commencing work on any improvement/modification that requires any digging or excavation, and that the Association will not approve this application until I have returned the attached Irrigation Review Form executed by a representative of Association's irrigation vendor (as applicable).
8. By submitting a request for review and approval, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Declarant, Declarant's affiliates, the Association, its officers, the Board, the Association, the Association's management agent, any committee, or any member of any of the foregoing, from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above) arising from, relating to or in any way connected with the improvement or alterations for which such request was submitted and/or any security deposit (including, without limitation, the disbursement thereof).

I have read, understand and agree to all of the above.

Owner's Signature

**LA TERRE AT AVENIR NEIGHBORHOOD ASSOCIATION
ARCHITECTURAL MODIFICATION
APPLICATION AND APPROVAL FORM (Cont.)**

Date first received by Association: _____ (initial/date)

Application not completed, contacted owner: _____ (initial/date)

Approved: Property Manager _____
 Association _____

Denied: Property Manager _____
 Association _____

Deposit Amount (if required): _____

Comments: _____

ATTACHMENT B - Security Registration Form
GATE ACCESS INFORMATION FORM - (PLEASE PRINT CLEARLY)

FAX TO OFFICE: (_____) _____ OR DROP OFF AT OFFICE
(If more space is needed, please use the rear of the form and please check this box)

Today's Date: _____ **Effective Date:** _____
Initial Input: **Update Input (Keep Original Input:** **Update Input (Replace Input):**
I am an Owner **Tenant** **Owner/Tenant Signature:** _____
Primary Name: _____
Other Name: _____
Community Address: _____
Primary Residence Phone #: _____ **Emergency Phone:** _____
Other Phone: _____ **Mobile** **Fax**
******* PIN #:** _____ **(chose any 4 digits plus 1 alpha character) *******
E-mail Address: _____

If anyone residing in the residence needs assistance in case of an emergency check here

PLACE A + TO ADD AN ENTRY OR A - SIGN TO DELETE AN ENTRY

Please list all other occupants living in home but not primary residents, including tenants, children, family, etc.:

Last Name:	First Name:	Relationship	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Motor vehicles registered to this address:

Make	Model	Year	Color	Plate	State	Transponder #
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Office Use Only:

Name of Updater: **Yes By:** _____ **Title:** _____
Updated Gate Entry System: **Yes** **Unit #** _____ **Date Entered:** _____
Checked Master database: **Yes**