CANYON SPRINGS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
Last Update: 2/24/20

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Updates:

- Rev 18 – 02/21/20
  - Parking and Vehicular Restrictions
    - Rule 2 updated
    - Rules 27 and 28 added
CANYON SPRINGS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Canyon Springs.

1. **Responsibility.** With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, Guests, invitees, tenants, contractors and other persons for whom he is responsible, as well as for the actions of persons over whom he exercises control and supervision.

2. **Observance of Governmental Requirements.** All applicable laws, zoning ordinances, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, “Governmental Requirements”) shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

3. **Improper Use.** No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.

4. **Nuisance.** No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Home or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort or unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community.

5. **Disturbance.** No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the “Board”):
   a. Horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes);
   b. Noisy vehicles, power equipment, power tools or off-road motor vehicles;
c. Any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

6. **Violations.** Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants, Restrictions and Easements for Canyon Springs (the "Declaration") or the Rules and Regulations. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board in accordance with the Declaration.

7. **Enforcement.** Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration.

8. **Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given to the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

9. **No Amendment.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

10. **Further Amendment.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.
ADDITIONS AND ALTERATIONS

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

ARCHITECTURAL CONTROL COMMITTEE ("ACC")

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

i. Uniformity of type and design in relation to similar improvements.

ii. Comparability of quantity of materials as used in existing improvements.

iii. Uniformity with respect to color, size and location.
iv. Consistency with municipal requirements.

If approved by the ACC, all construction shall be subject to the terms and conditions of the Declaration, the Rules and Regulations, and any Governmental Requirements, including obtaining all proper permits. A copy of any permits received from the County must be forwarded to the Property Manager’s office prior to the beginning of work.

All vendors that are used for additions and alterations must be licensed, insured and have worker’s compensation. The detailed requirements are specified in the ACC application package to be submitted by the homeowner.
CANYON SPRINGS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

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

1. **Painting.** The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant’s original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements.

2. **Metal or Aluminum Roofs.** Metal or aluminum roofs shall not be permitted.

3. **Temporary Structures.** No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.

4. **Antennae.** No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Declaration, the Rules and Regulations and the ACC to the maximum extent permitted by law. Satellite dishes may be approved if reasonable in size (such as 18” diameter), location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.

5. **Driveways.** Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and textures are consistent with existing improvements, the Home Owner assumes the responsibility for continued maintenance and it does not interfere with existing utilities, as determined by the Association. Declarant’s original brick paver schemes provided to its original
purchasers (on either an optional or standard basis) shall be the basis for determining consistency with existing improvements.

6. **Awnings.** An Owner shall not install or attach any awnings to his Home without the prior written consent of the ACC. The Board shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted and restrictions relating to locations and the maintenance of the awnings. Awnings must be:

- Solid and neutral colors are required. Stripes are not permitted.
- Edges shall be straight. Scalloped edges are not permitted.
- K arm type retractable arms should be employed.
- Automatic closure of awnings in high winds is preferred.
- Awnings must be hurricane rated.
- Awnings must remain closed when not in use.

7. **Lighting Fixtures.** Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage. fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.

8. **Above Ground Swimming Pools.** Above ground swimming pools shall not be permitted.

9. **Exterior Lighting.** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the ACC.

10. **Play Equipment.** Permanently installed play equipment may be approved which is of a common playground type designed for children. No equipment shall be permitted within lake maintenance, utility, drainage or access easement, except basketball hoops in the driveway areas. All basketball hoops and backboards in front yard areas shall be permitted on a pole in the driveway only at a location which is no closer than midway between the garage door and the front property line.

11. **Conversions of Garages.** Conversions of garages to air conditioned space shall not be permitted.

12. **Mailboxes.** Replacement of the mailboxes installed by Declarant must be submitted for approval. Any replacements must be in conformance to the mailboxes originally installed by Declarant for its original purchasers.
13. **Review and Inspection Fees.** The Board may set and establish fees ("Review and Inspection Fees") for, among other things, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The Board may require such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the Board shall have the right, at its option, to deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner.

14. **Security Deposit.** Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner’s submission of plans and specifications for review and approval by the Committee, a Four Thousand Dollar ($4,000.00) security deposit to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner’s construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the improvements being requested.
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR OPEN PATIOS, SCREEN ENCLOSURES AND POOL DECKS

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

1. Approval for screen enclosures shall be limited to aluminum frame structures which are either bronze or white.

2. Approval for screen enclosures shall be limited to screen meshes on the enclosure which are a standard dark color (e.g., charcoal, bronze or black).

3. Kick plates may be approved which are no taller than 24” above the patio and/or pool deck.

4. Obscure screen materials shall be prohibited.

5. No enclosures shall be permitted at the front entries.

6. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the ACC. The composition of all pitched roofs shall be of double roll hacienda cement root tile.
7. Open patios, screen enclosed patios and pool decks must maintain the following setbacks, assuming drainage easements and other easements do not exist and assuming that any enclosure is built with a screen roof rather than a solid roof:

<table>
<thead>
<tr>
<th>Single Family Lot Line</th>
<th>Zero Lot Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Side yard setback from property line — interior Lots</td>
<td>7.5’ 2’ *</td>
</tr>
<tr>
<td>b. Side yard setback from property line — corner Lots</td>
<td>15’ 15’ *</td>
</tr>
<tr>
<td>c. Rear yard setback from property line — non-open space Lots</td>
<td>7.5’ 5’ *</td>
</tr>
<tr>
<td>d. Rear yard setback from property line — open space Lots**</td>
<td>6’ 6’ *</td>
</tr>
</tbody>
</table>

(Excluding lake maintenance easements)

* The Palm Beach County Land Development Code provides for lesser setbacks than indicated in this chart. The Rules and Regulations promulgated herein provide for more restrictive setback standards in order to provide for superior drainage conditions.

** An “open space Lot” is a Lot that abuts an open space area fifty (50’) feet or greater in width.

8. Notwithstanding anything to the contrary contained in these Rules and Regulations, there shall be a minimum two foot (2’) setback requirement from the side yard lot line on the “zero lot line” side of a Home for that portion of any open patio, screen enclosed patio and/or pool deck that extends beyond the ten (10’) foot masonry wall extending from such “zero lot line” side of the Home (the “Privacy Wall”), in addition, if an Owner installs or constructs such open patio, screen enclosed patio and/or pool deck between two feet (2’) and five-feet (5’) from the side yard lot line on the “zero lot line” side of a Home, then a Hedge must also be installed by said Owner within the two foot (2’) setback area along that portion of the open patio, screen enclosed patio and/or pool deck that extends beyond the Privacy Wall in order to provide a vegetative privacy barrier.

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

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

1. Only certain styles of aluminum rail or PVC fences shall be approved.

2. No style of wood or chain link fence shall be approved.

3. No fence shall be approved or installed which encroaches into Association Property or other Lots.

4. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the homes and at least 5’ back from the sidewalk where applicable. No fences shall be attached to a neighbor’s house. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent homes.

5. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction.

6. For aluminum rail fences, the height shall be 5'. However, if the fence serves as a pool barrier and County requirements provide for a minimum height of the fence in excess of 5', then the height of the fence shall be the minimum height required by Country requirements. The pickets shall not be spaced closer than 3” on center and shall be no thicker than 1”.
7. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line.

8. No fence shall be approved which does not provide access to the Owners neighbor for maintenance of the neighbor's zero lot line wall and roof overhang, if applicable.

9. For Lake Lots, only aluminum rail fences shall be approved.

10. For Lots with drainage easements the approval from and execution of fence removal agreements with Palm Beach County Utilities and the Association may be required.

11. Any fence which crosses a utility easement may require approval in writing by all utility companies occupying the easement.

12. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.

13. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

14. For any fence, if approved, the Owner shall be responsible to meet all County requirements and proper permitting and surveying.
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - GENERATORS

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

1. **Location.** No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, drainage easement, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement and hedge easements or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.

2. **Applications; Submittals.** All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the ACC and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the ACC showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from
the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.

3. **Screening.** Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of fences, walls or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator.

4. **Compliance with Governmental Requirements.** For any Generator System approved by the ACC, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable set-back requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the ACC, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner’s Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the ACC of such compliance with Governmental Requirements has been delivered to the ACC.

5. **Underground Propane Tanks and Plumbing.** A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.

6. **Maintenance.** All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.

7. **Required Removals.** For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

8. **Limitations.** Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable set back requirements, location of easements and the configuration of the Lot.
Accordingly, even if an application for a Generator System is approved by the ACC, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the ACC and/or applying for any necessary permits and approvals.
MAINTENANCE AND APPEARANCE OF HOMES

1. General. Each Owner shall keep and maintain his Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.

2. Personal Property. The personal property of an Owner shall be stored inside his Home or garage and not be visible to surrounding neighbors or from Association Property.

3. Hurricane Season. Each Owner who plans to be absent from his Home during the hurricane season shall prepare his Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible person or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage.

4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the ACC as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to his Home immediately after a hurricane watch or a hurricane warning has been lifted. in that regard, if an Owner installs removable hurricane shutters on his home during a hurricane watch or a hurricane warning and thereafter leaves his Home, that Owner must either: (a) immediately return to his Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from his Home; or (b) make arrangements for another individual to remove such hurricane shutters from his Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant, shall require ACC approval.
5. **Window Decor.** Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.

6. **Landscape Material.** No trees, shrubbery or landscaping shall be removed from Lots without prior written consent of the ACC. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot or Association Property without the prior written consent of the ACC. All hedges shall follow the fence setbacks and height limits established for fences.

Hedge(s) which exceed the height of a five (5’) fence may be planted for privacy purposes on i) non-Lake Lots, or ii) on a Lake Lot where such hedge(s) will not materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the ACC may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create an obstruction of a lake view or become a nuisance to another homeowner. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) after receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to fine and/or trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner’s Lot.

6.1 Additionally, in conjunction with Palm Beach County code, no hedge shall exceed eight (8) feet in height. In the event the homeowner fails to trim a hedge past eight (8) feet in height within fourteen (14) days after receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to fine and/or trim such hedge(s) The costs associated with such trimming performed by the Association will be charged as an assessment against the Owner’s Lot.

No homeowner, tenant or guest may activate the community Irrigation Valve System without Association consent. The homeowner, or the homeowner responsible for the tenant or guest, shall reimburse the Association for the costs to repair damage incurred due to an unauthorized activation of the valve. The Association reserves the right to place a lock on the valve box at any time.

All applications for Artificial Turf must be submitted to and approved by the ACC prior to installation. If approved, no existing irrigation may remain under the turf. All turf must be separated from real grass by installing plastic or metal edging and cannot abut real grass since it will interfere with the landscaping process by damaging the turf when being cut.
Artificial turf is only allowed in areas not seen from the common area streets. The artificial turf must be kept cleaned and maintained (including periodic adjustments due to any changes to root systems, any turf uplifting, and any mold conditions on turf) at all times by the homeowner and cannot become a visual nuisance to any other homeowner. Proper drainage must be maintained without any accumulation of water occurring at any time.

7. **Alteration of Drainage.** No sod, top soil, fill or muck shall be removed from or added to Lots without prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

8. **Outdoor Furniture.** Outdoor furniture shall be permitted only in the rear yard of a Lot, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.

9. **Air Drying.** No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.

10. **Basketball Hoops.** Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

11. **Removal of Coconuts.** For reasons of safety, homeowners are required to remove coconuts from palm trees on their property during hurricane season (defined as June 1st through November 30).
TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material (“Trash”) shall be kept or permitted on the Lots or Association Property except in sanitary self—locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside trash pick-up). For curbside pick-up, Trash shall be placed in sanitary self-locking containers.

2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.

3. No odors shall be permitted to arise from trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.

4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings; metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.

5. Each Owner shall regularly pick up all Trash around his Home and Lot.

6. Landscape and other debris that is left on the streets outside of the hours specified in the Rules and Regulations (see #2 above) must be removed immediately. The Property Manager will warn a homeowner that such debris must be removed by the end of the day. If such debris is not removed, the Property Manager has the right to have such debris removed at the expense of the homeowner in addition to imposing a fine.
PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only on driveways and inside garages. No overnight parking on the streets or swales is permitted.

2. If parked on driveways, vehicles shall not obstruct traffic on the streets or the adjacent sidewalks. Cars that are in violation of this rule can be stickered and/or are subject to a fine and are subject to being towed at the owner’s expense.

3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking spaces. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle’s owner.

4. No vehicle or other possessions belonging to an Owner or to an Owner’s family member, guest, invitee or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner’s driveway.

5. Overnight parking of boats in the Community shall only be allowed from 6:00 pm. on Friday evenings until 8:00 am. on Monday mornings (or until 8:00 am. on Tuesday mornings if the preceding Monday is a national holiday). At all other times, no overnight parking of boats in the Community is allowed unless within the garage of the Home and with the garage door closed.

6. No overnight parking of commercial vehicles on a Lot is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes and recreational vehicles shall not be parked in the Community.

7. No commercial vehicle of any kind may be parked within the community at any time unless the vehicle is providing current services to a Homeowner’s premises or Lot (i.e., service providers may park their vehicles while providing services to the premises or lot). Or unless the vehicle is within the garage of the Homeowner or Resident with the garage door closed.
Without limiting the prohibition against commercial vehicles, the vehicle prohibitions
which follow are to further clarify the Parking Rules for Homeowners’ and Residents’
vehicles while not providing current services to a Homeowner’s premises or Lots.

i. No signage on the vehicle, including after-market lettering of any kind.

ii. No wraps of any kind on the vehicle.

iii. ALL magnetic signage and/or advertisement must be removed from the vehicle
prior to parking in the community.

iv. No ladders or ladder racks in back or side of pickup truck van or car.

v. No box Trucks.

vi. No vehicles with commercial plates.

vii. No lettering will be allowed to be covered with a magnet or car cover.

viii. No tow trucks of any type

ix. All police and related emergency service vehicles are exempt from these rules
per Florida State Statute.

8. No repairs of vehicles shall be made within the Community unless the repairs take less
than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency
repairs; and (b) repairs made within the garage of the Home and with the garage door
closed.

9. Disposal of drained automotive fluids is not allowed within the Community.

10. All vehicles shall be kept in proper operating condition so as not to be a hazard or a
nuisance by noise. Exhaust emission, appearance or otherwise.

11. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the
Board.

12. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within
the Community unless made within the garage of the Home and with the garage door
closed.
13. Car washing shall be permitted only on an Owner's driveway.

14. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.

15. The operation of unpermitted golf carts, motorized scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in the Community except when used for the transportation of disabled persons. Permitted golf carts shall be subject to the following rules:
   a. Must be insured and registered.
   b. Must be operated by a person with a valid driver's license.
   c. No golf carts on sidewalks, common areas. Drivers must utilize the roadway and parking facilities. Notwithstanding the foregoing, to the extent necessary to perform any of its functions, the Association and its employees, agents and vendors, may operate golf carts in any necessary location.
   d. For RFIDs you will need proof of registration and insurance just like for cars.
   e. Golf cart owners must provide current insurance and registration to office upon renewal.
   f. Golf carts must have current registration and insurance. January 1st of each year you must provide insurance and registration to management office.
   g. The Board has the authority to implement a sticker system, issued each year, so that the Association can easily determine if a particular golf cart has provided proof of current insurance and registration. There will be no charge for the sticker.
   h. Any violations of this Rule will result in either a warning letter or a violation letter. The Board may propose a fine for the fining committee to review for any violation (regardless of whether a warning letter or a violation letter was sent).

16. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.

17. Guest parking will be allowed at the clubhouse along the front row by the storage shed but only with a parking pass issued by management.

18. Parking passes will only be issued on a weekly basis.

19. Parking pass must be displayed in front windshield.
20. It is the Board and Property Manager’s discretion on how often parking pass can be issued.

21. If a homeowner is having a party, guests can park in the guest parking by the clubhouse or the school bus drop off area.

22. Vendors, service providers and other invitees shall be permitted to park on the street during the hours of 9:00am through 5:00pm Monday through Friday. Parking is only permitted on the side of the street with even house numbers on even months (Feb, Apr, Jun, etc.) and on the side of the street with odd numbers on odd months (Jan, Mar, May, etc.).

23. Parking on the street at other hours is not permitted and your vehicle will be stickered. Repeat offenders will be towed. TOWING WILL ALWAYS BE AT OWNERS EXPENSE

24. If there is a repeat offender twice in one week, they will be subject to have their car towed at the owner’s expense.

25. All towing shall comply with Florida towing statutes, section 715.07.

26. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

27. Parking is not permitted around the inside area (along) the Cul De Sac’s. Cars parked next to the interior of the Cul De Sac can be stickered and/or are subject to a fine and are subject to being towed at the vehicle owner’s expense. Homeowners must inform their vendors that cars and trucks are to be parked along the street while recognizing the even/odd parking restrictions.

28. Parking is not permitted in front of a mailbox or in such a manner as to obstruct the delivery of mail to a mailbox. Illegally parked vehicles can be stickered and/or are subject to a fine and are subject to being towed at the vehicle owner’s expense. This rule is enforced Monday through Saturday 9am to 6pm.
ANIMALS AND PETS

1. Ordinary house pets are permitted subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canaries (canary dog) and "Dangerous Dogs" — all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine, in its discretion, a maximum number of pets per household, not to be less than three.

2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canaries (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a “Dangerous Dog” if the threat. Injury, death or damage was sustained by a person who, at the time was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a “Dangerous Dog” if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
4. Unusual pets shall not be kept raised, bred or maintained on any portion of the Community, including the Home. Lot and Association Property. Unusual pets shall include, by way of example and not limited to those animals not generally maintained as pet, such as poultry, livestock horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed In item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Doberman Pinschers. Presa Canaries (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as an unusual pets and are therefore prohibited.

5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner, who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in the Community.

6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.

7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.

8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property,

9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.

11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.

12. No Owner shall inflict or cause cruelty upon or in connection with any pet.
13. Owners must pick up after their dogs. The management company shall issue a warning if an owner is found to be not following this Rule. A subsequent offense may subject the owner / occupant to a fine and/or suspension.

14. If an owner allows a dog to run loose through the neighborhood, they may be subject to a fine and/or suspension.
USE AND ENJOYMENT OF LAKES

1. Owners, or the family members, guests, invitees and tenants of Owners, shall be permitted to engage in “catch and release” fishing in the lakes. An Owner shall only access the lakes for fishing from the lake maintenance easement area or lake maintenance access easement area which immediately abuts their Lot if the Owners Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different lake or another area of the same lake, then access to the lake for fishing shall be exclusively from a lake maintenance access easement area abutting Association Property. Notwithstanding the preceding, an Owner shall not be permitted to fish from any lake maintenance easement or Lake Bank area which immediately abuts another Owner's Lake Lot. If no portion of the lake maintenance access easement or lake maintenance easement abuts Association Property, Owners, other than lake lot Owners whose lots abuts the lake, shall not be permitted access to that lake. In addition, no Owner shall be permitted access to or to fish in any lake maintenance easement or Lake Bank area which immediately abuts a Lake Lot owned by another Owner.

2. Lake Lot Owners, or the family members, guests, invitees and tenants of Lake Lot Owners, shall be permitted to operate non-motorized and electric watercraft in the lakes. No other persons shall be permitted to operate watercraft in the lakes. Notwithstanding the foregoing, a Lake Lot Owner shall only access the takes from the lake maintenance easement area or lake maintenance access easement area which immediately abuts his Lot. The launching into and removal from a lake of any permitted non-motorized and electric watercraft by a Lake Lot Owner shall be limited to that Owners Lake Lot. Watercraft shall be limited in size to 18'.

3. No removal or damage shall be caused to any littoral or wetlands plantings.

4. No planting, fencing or other improvements or additions to the grassed area surrounding the take and outside the Lot is permitted.

5. No installation of sand or other materials intended to simulate a beach is permitted along the lake banks or within the lake maintenance easements or rear yards of Lake Lots.
6. Swimming and the operation of motorized water craft, other than electrically operated water craft, in the lakes are prohibited.

7. Water craft and trailers shall not be stored on the lake banks or in the easement areas. Only water craft which are permitted to be used within the lakes of the Community may be stored within the back yards of Lake Lots.

8. In no event shall an Owner cause any erosion or change in grade of any Lake Bank slope from design grade.
LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner. No Home, or portion thereof, shall be sublet.

2. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.

3. All leases shall provide for a minimum lease term of twelve months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than twelve months except in the event of a default by the tenant.

4. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.

5. Credit score of 650 by the primary renter is required for rentals. Acquisition of the tenant’s credit score must be done by tenant or owner and provided to HOA in the application packet.

6. A background check must be done by the homeowner or tenant at their expense and provided to HOA in the application packet. This applies to all prospective tenants 18 years of age and older.
MISCELLANEOUS RULES AND REGULATIONS

1. **Signs.** No sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Lot or Home or any element of the Association Property without the prior written approval of the Board, which approval may be given, conditioned or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a “For Sale” or "For Lease" or similar sign.

2. **Chemicals.** Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or underground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, and (b) an under-ground propane tank associated with a Generator System approved and installed pursuant to the “Additional Guidelines for Additions and Alterations - Generators” as set forth above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be stored on Association Property.

3. **Solicitation** All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.

4. **Hunting, Trapping and Use of Firearms.** Hunting, trapping or the use discharge of firearms, including, but not limited to, hand guns, rifles, shot guns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit an Owner from keeping a lawful firearm in his or her Home.

5. **RFIDs.** When purchasing your home, you are issued two (2) RFIDs at no charge. Any additional RFIDs cost $25. Handheld RFIDs are issued at the discretion of the Board. Exceptions will be made for residents driving police vehicles. Also, if you work for a
dealership and change vehicle often, or drive a company vehicle that you cannot put a sticker on, you need a letter on company letterhead from your employer to document this need. For members residing only seasonally, handheld RFIDs would only be issued in special cases where a sticker placed on the vehicle is not feasible (i.e., rental car) at the Board's discretion. They will be issued one per household and will be turned off when they leave. Handhelds will count as one of the two free RFIDs.

a. If your windshield was replaced, the headlight was replaced, or the car was traded, you must pay the $25 replacement fee. If the RFID it is removed from your vehicle, you must pay the replacement fee of $25. If the RFID stops working on its own at any time it is replaced free of charge.

b. RFIDs go to residents only, no vendors or nannies, landscapers, regular visitors, etc.

c. Proof of residence: Must be proven by vehicle registration, driver’s license, property records or at the Board's discretion. The deed may be presented if it is your Second home.

d. If you are on the deed, you can get an RFID.

6. **Holiday lights.** Holiday lights can be installed starting the 2nd week of November, but cannot be turned on. Holiday lights can be turned on the week before Thanksgiving and must be removed by January 31st.

7. **HOA Dues Delinquency.** Delinquent HOA Assessments is Pursuant to Florida Statute 720.305. If an owner is delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days, the Association has the authority to, and the Board will: (1) suspend the rights of the owner and the owner’s tenants, guest, and invitees to use common areas and facilities, and (ii) to suspend the owner’s voting rights and (iii) turn off the RFIDs of owners and owners tenants. Any such suspension is effective until the owner pays the monetary obligation in full.

a. These suspensions become automatic when an owner becomes delinquent for more than ninety (90) days.

b. Management, or such other designee of the Board, shall inform the suspended owners of the suspension by completing and providing (by hand delivery or US mail), an Owner’s Suspension Notice.

c. For the guests, tenants and invitees of suspended owners, the gatehouse will provide a copy of the Automatic Entry Suspension Notice to the guest, tenant and
invitee, at the initial attempt to access the property after the suspension takes effect.

d. The common areas and facilities include, but are not limited to:
   i. The automatic gate entry lane and automatic entry for the owners, their tenants, guests and invitees, including all permanent visitors.
      1. In order for a suspended homeowner or their tenants to enter the Association’s property, suspended owners must go to the manned main entry gate.
      2. In order for the guests and invitees to enter the Association’s property, the owner or tenant must meet the individual at the gate and sign the individual into the property.
   ii. Clubhouse including the pool, spa, kids water park, gym, basketball court and other such facilities.

SELLING YOUR HOME IN CANYON SPRINGS

Any outstanding violations must be corrected prior to a sale. Account balance must be zero. No exceptions.

ENTRY/EXIT GATES, GATE STRIKES

If any gate or related equipment such as gate arms is malfunctioning, same should be reported immediately to security and/or Management. No resident or guest or invitee of a resident shall attempt to fix or touch any malfunctioning gate, both for safety and liability reasons.

In the event any resident or any invitee or guest of a resident strikes any entry or exit gate of the Association, and same results in damage or required service to the gate, the owner of the resident’s lot shall be required to pay the greater of: (i) $300.00 to cover the Association’s service and repair costs, or (ii) the actual amount charged to the Association by the vendor for service and repairs related to the strike. The responsible owner shall pay the damage charge within ten (10) days of the Association’s written notice of same. Notwithstanding the foregoing, in the event the Association determines that the strike of the gate was caused not due to the fault or negligence of the driver, but rather by a malfunction of the gate, the owner shall not be required to pay the above described fee.

After any incident in which a vehicle makes contact with a gate or related equipment, the owner must report the incident to the Association’s Manager within three (3) business days. If the owner fails to contact the Association’s Manager within such time frame, the owner may be found to be in violation of these Rules and Regulations and may be subject to fine(s) and/or suspension from the Association.
In the event any gate is damaged or requires service due to a vehicle strike, the Association may review the security tapes to determine the responsible party and, proceed with any applicable remedy under law or equity, including without limitation filing an accident report with the police and submitting same to the responsible owner’s insurance company.
GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

1. Responsibility:

   a. With respect to the use of Association Property, including the Recreation Tracts and Park Tracts, an Owner shall be held responsible for his actions and conduct and that of his family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.

   b. Any damage to Association Property, including the Recreation Tracts, Park Tracts or equipment therein, which is caused by any Owner or family member, guest, invitees or tenant of the Owner shall be repaired or replaced at the expense of the Owner.

   c. The use of the Recreation Tracts and Park Tracts by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.

   d. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreation Tracts and/or Park Tracts regardless of where such property is kept, checked, left or stored on the premises.

2. General Use Restrictions:

   1. The Recreation Tracts, Park Tracts, Fitness Center, Tennis Courts, Open Play Fields, Basketball Courts, Pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, shall be solely for the use of the Owners and their family members, guests, invitees and tenant, subject to the provisions of the Association Documents: provided however, no more than two (2) guest or invitees of a single “Household” (as hereinafter defined) are permitted to use the Recreation Tracts, Park Tracts, Fitness Center, Tennis Courts, Open Play Fields, Basketball Courts, Pools or any other play area(s), or any portion thereof, and/or the facilities located therein, at any one time. For purposes of this paragraph, the term “Household” shall mean an Owner and/or tenant, and the Owner’s and/or tenants family members residing in the Owner’s and/or tenant’s Home.
2. Recreation Tracts, Park Tracts, Fitness Center, Tennis Courts, Open Play Fields, Basketball Courts, Pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court facility, field or area is strictly prohibited.

3. Any use of the Recreation Tracts, Park Tracts, Fitness Center, Tennis Courts, Open Play Fields, Basketball Courts, Pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, or any other portion of Association Property, for any private use, shall be submitted for prior approval to the Board or its manager. For this purpose, "private use" shall include, by way of example but not limitation, any of the following: private lessons (such as tennis lessons or swimming lessons), group lessons, instructional classes, aerobics classes, weight training instruction, exercise classes (including karate or other martial arts classes), social meetings, fraternal meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses, and motivational Speakers.

4. Residents shall accompany and remain with their guests, invitees and tenants to the Recreation Tracts and Park Tracts.

5. Pets shall not be permitted in the Recreation Tracts or the Park Tracts.

6. The walkways and entrances of the Recreation Tracts and the Park Tracts and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.

3. Cleanliness:

   a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tracts and the Park Tracts. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.

   b. No personal articles shall be allowed to stand overnight in any of the Association Property.
c. No garbage cans other than those provided by the Association, supplies, water bottles or other are to be placed or left within the Association Property, including the Recreation Tracts and Park Tracts.
RULES FOR THE SWIMMING POOL AREA

1. Pool Area Use:
   a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL, AQUA LOT AND WADING POOL SO AT THEIR OWN RISK. The Association and its Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool, aqua lot, wading pool and/or the pool area in general. Persons using the pool, aqua lot, wading pool and/or the pool area in general agree not to hold the Association or the Board liable for actions of any nature occurring within the pool, aqua lot, wading pool and/or the pool area.
   
   b. Pool hours are from Dawn to Dusk, but in no event later than 9:00 pm. Outdoor recreation lights shall be turned off no later than 9:00 pm. Prior to 8:00 am, the use of pool facilities shall be restricted to Owners only. No use prior to 8:00 am shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the pool area.
   
   c. Wheelchairs, strollers and personal (waist and arm) flotation devices shall be permitted in the pool area. No rafts and similar flotation devices shall be permitted in the pool area.

2. Code of Conduct for the Pool Area:
   a. No nude swimming shall be allowed at any age. Incontinent persons must wear approved swim diapers while in the pool.
   
   b. No intoxicants shall be permitted in the pool area.
   
   c. No roller skates. Skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other recreational or exercise equipment shall be permitted in the pool or pool area.
   
   d. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
   
   e. No running, pushing, rough play or profane language in the pool area shall be permitted.
f. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

3. Health and Safety Considerations:

   a. All users shall shower before entering the pool.

   b. No soaps or shampoos shall be used at the pool side shower.

   c. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.

   d. No glass containers or other breakable objects shall be permitted in the pool area.

   e. All belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost or stolen.

   f. All rubbish garbage, trash, refuse or other waste materials shall be placed into containers around the pool area provided for this purpose or removed from the pool area.

   g. A three (3) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.

   h. In accordance with health department regulations, no food, drink or animals are permitted in the pool or on the pool deck (except as required by law).

4. Use of pool furniture and equipment:

   a. Pool furniture shall not be removed from the pool area.

   b. Pool furniture shall not be reserved for anyone not in the pool area.

   c. Pool furniture and equipment shall not be modified, altered or changed in any manner.

   d. Towels shall be placed on pool furniture when in use.
5. **Use of the pool area** shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tracts".
RULES FOR THE TENNIS COURTS, BASKETBALL COURT AND OTHER OUTDOOR USES

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.

2. Court and Playing Field Use:
   a. The courts and playing fields are open for play from 8:00 am until 10:00 pm.
   b. During morning hours (8:00 am to 12:00 noon), players shall maintain low noise levels.
   c. Private lessons shall not be given during prime playing hours (5:00 pm to 9:00 p.m.).
   d. Tennis shall be limited to one and a half (1-1/2) hours for doubles play and one (1) hour for singles play. Other playing fields and courts are limited to one and a half (1-1/2) hours of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.

3. Specific Use Restrictions:
   a. The courts and playing fields are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
   b. No one shall be permitted on the courts or the playing fields except those persons playing.
   c. Roller skates, skateboards, roller blades, bicycles, scooters and other recreational or exercise equipment are prohibited on the other courts and playing fields.
   d. Persons using the courts and/or playing fields who require competent supervision due to a physical, mental, emotional or medical limitation or restriction, or for any other reason including the inability, unwillingness, or prior failure to adhere to posted rules as determined in the sole discretion of the Board, share ensure that they are attended to and supervised at all times while in or on the courts and/or playing fields. Use of and presence on the courts and/or playing fields is/are at your own risk.
   e. No intoxicants, food or breakable containers shall be permitted on the courts or playing fields.
f. All belongings shall be removed from the courts and playing fields when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

g. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the courts, playing fields and/or related equipment caused by the Owner, his family members, tenants, guests, invitees and others for whom the Owner is responsible.

h. Use of the Tennis Courts, Pool, Basketball Court, Fitness Center or any other open play area(s), or any portion thereof, by any organized team (i.e. school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.

4. Code of Conduct for the Courts and Playing Fields:

   a. Boisterous or profane language shall be not used by players or spectators.

   b. Walking behind or through the playing areas during play shall be prohibited.

   c. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.

   d. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.

5. If a reservation schedule is maintained on a board at the tennis courts, the following shall apply:

   a. Reservations for play shall not be made earlier than the day before the requested time.

   b. Names of all players shall be posted with the requested time.

   c. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.

   d. Unassigned court time may be signed up for by the same players on the same day.
e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.

f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

6. **There shall be a Tennis Committee** consisting of residents who are familiar with the game of tennis. The Tennis Committee shall supervise the use of the court and bring all problems that may arise to the attention of the Board. All special events, lessons and planned activities shall be scheduled and approved in advance through the Tennis Committee.

7. **Use of the courts and playing fields shall also be governed by** all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".
RULES FOR THE CLUBHOUSE

1. Clubhouse Use:
   a. Clubhouse hours shall be as established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Clubhouse Committee. Activities outside the Clubhouse shall not be allowed after 9:00 pm. without the prior approval of the Board.
   
b. Persons using the Clubhouse who require competent supervision due to a physical, mental, emotional or medical limitation or restriction, or for any other reason including the inability, unwillingness, or prior failure to adhere to posted rules as determined in the sole discretion of the Board, share ensure that they are attended to and supervised at all times while in the Clubhouse. Use of and presence in the Clubhouse is at your own risk.
   
c. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
   
d. No immoral, offensive or unlawful use shall be made of the Clubhouse. All laws and regulations of all applicable governmental entities shall be strictly observed.

2. Code of Conduct for the Clubhouse:
   a. No smoking in the Clubhouse or any rooms therein shall be allowed.
   
b. Proper attire shall be worn in the Clubhouse.
   
c. Bare feet, bare chests and swimsuits shall be prohibited throughout the Clubhouse, except in specifically designated areas.

3. Rules for Use of Exercise Room:
   a. All equipment shall be used at the risk of the person exercising.
b. Use of the exercise room and the equipment therein, should only be used by persons who are physically and medically able to do so, who have reviewed and understand the instructions for the use of each exercise machine, who can do so safely, and who have been medically cleared to perform the exercise, and use the exercise machines for their intended purpose. The use of the exercise room and all of the equipment therein, is at your own risk.

c. Athletic shoes and shirts shall be worn at all times.

d. As a courtesy to others, people exercising are requested to allow others to work in with them.

e. A thirty (30) minute time limit shall apply on all cardiovascular equipment when someone is waiting.

f. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the exercise room for that purpose.

4. Renting of the Clubhouse and/or Party Pavilion:

a. Renting of any area of the Clubhouse facility or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability and the payment of scheduled fees and deposits as may be determined by the Board.

b. All reservations of any area of the Clubhouse facility or Party Pavilion by Owners must first be approved by the Board or, if applicable, the Lifestyle Coordinator. If so approved, the Owner reserving such area(s) shall be required to execute the Association’s form of rental agreement and to comply with all of the terms and conditions thereof.

c. Any Owner or other authorized person reserving a portion of the Clubhouse facility or Party Pavilion shall have the care, custody and control of such portion of the Clubhouse facility or Party Pavilion. As applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Clubhouse facility and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control, in addition, any Owner or authorized person using a portion of the Clubhouse facility or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Clubhouse facility or Party Pavilion.
d. Owners wishing to reserve a portion of the Clubhouse facility or the Party Pavilion must first contact the Association manager to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Clubhouse facility, the Party Pavilion, or their components, and if the Clubhouse facility and Party Pavilion, as applicable, is left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.

e. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility and/or the Party Pavilion.

8. **Equipment and supplies** shall not be stored in any location other than as specifically approved in writing by the Board.

9. **No signs, notices or photos** shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must first be approved by the Board.

10. **Use of the Clubhouse shall also be governed by** all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".
RULES FOR THE FITNESS CENTER

1. Fitness Center Use:
   
a. Fitness Center hours shall be as established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Fitness Center Committee. Activities outside the Fitness Center shall not be allowed after 9:00 pm. without the prior approval of the Board.

b. Persons using the Fitness Center who require competent supervision due to a physical, mental, emotional or medical limitation or restriction, or for any other reason including the inability, unwillingness, or prior failure to adhere to posted rules as determined in the sole discretion of the Board, shall ensure that they are attended to and supervised at all times while in the Fitness Center. Use of and presence in the Fitness Center is at your own risk.

c. All belongings shall be removed from the Fitness Center when leaving. The Association and its Board shall not be responsible for belongings left or stolen.

d. No immoral, offensive or unlawful use shall be made of the Fitness Center. All laws and regulations of all applicable governmental entities shall be strictly observed.

2. Code of Conduct for the Fitness Center:
   
a. No smoking in the Fitness Center or any rooms therein shall be allowed.

b. Proper attire shall be worn in the Fitness Center.

c. Bare feet, bare chests and swimsuits shall be prohibited throughout the Fitness Center, except in specifically designated areas.

3. Rules for Use of Exercise Room:
   
a. All equipment shall be used at the risk of the person exercising.
b. Use of the exercise room and the equipment therein, should only be used by persons who are physically and medically able to do so, who have reviewed and understand the instructions for the use of each exercise machine, who can do so safely, and who have been medically cleared to perform the exercise, and use the exercise machines for their intended purpose. The use of the exercise room and all of the equipment therein, is at your own risk.

c. Athletic shoes and shirts shall be worn at all times.

d. As a courtesy to others, people exercising are requested to allow others to work out with them.

e. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.

f. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the exercise room for that purpose.

4. All community events and meetings shall supersede the use of all other events throughout the Fitness Center facility.

5. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.

6. No signs, notices or photos shall be posted on any of the walls or windows of the fitness Center, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must first be approved by the Board.

7. Use of the Fitness Center shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".