

MAGNOLIA COURT
HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS
AUGUST 2010

In order to preserve the values of and the amenities and improvements on the Lots, Residences and Common Property, comprising Magnolia Court, the following Rules and Regulations, hereinafter enumerated and as amended from time to time, shall govern.

The following enumerated provisions are intended as a *summary* of the Rules and Regulations found in Article IV of the Declaration of Covenants and Restrictions, dated August 8, 2002. You are directed to refer to that Article for a more complete and comprehensive listing. The Declaration shall govern in any conflict between these Rules and Regulations and those found in Article IV.

1. Alterations and Exterior Modifications: No alteration, change or modification shall be made to the exterior of any Residence without the express written consent of the Board of Directors. Consent may be withheld by the Board purely on aesthetic grounds. Any Owner making such change can be made to return the property to its prior condition at the Owner's expense.
2. Air Conditioning: No air conditioning equipment, other than the system placed by the developer or a replacement in the same location, may be placed upon or installed on a Residence, which will be visible from the exterior of the Residence.
3. Antennae or Satellite Dishes: No antennas, solar panels, satellite dishes or the wiring for same, may be placed or installed on the exterior without the prior written consent of the Board.
4. Business Activities: Other than home office uses permitted and licensed by the City of West Palm Beach, no industry business or trade shall be conducted or permitted upon any Lot or Residence.
5. Cleanliness: Owners are responsible for maintaining their Lots and Residences in a clean and orderly manner. No hanging of personal property on any portion of the exterior of the Residences is permitted. No personal property, other than holiday or minor landscape and plant decorations, may be kept outside the homes, in the Pool Area or on the Common Area, when not being used.
6. Complaints: All complaints and suggestions shall be in writing and delivered to the Association's management company.

7. Conduct: No person shall engage in unreasonably loud, boisterous or improper conduct on any portion of the Property including inside a Residence, if the conduct can be heard outside the Residence or in neighboring Residences.
8. Flammable Materials: No flammable, combustible or explosive materials shall be kept on any portion of the property, other than household cleaning supplies used in the ordinary course of maintaining the Residence.
9. Garage Doors: Garage doors to all Residences shall be kept fully closed, except to allow vehicles to enter and exit the garages or to perform maintenance or repairs to household items, that require a ventilated work area.
10. Motor Vehicle Maintenance: No maintenance, repair or storage of any motor vehicle shall be permitted, except that motor vehicle washing, waxing, and interior care shall be permitted in the driveway area directly to the rear of the Residence.
11. Nuisance: Nothing shall be done by an Owner, his family, guest, invitee or agent, which unreasonably interferes with the use, enjoyment or function of the Residence of another Owner or of the Common Areas. All persons shall conduct themselves in such manner in and around the swimming pool and Common Areas and during early morning hours or late evening hours, so as not to unreasonably disturb others. All Owners must understand that Community living requires cooperation and that there will be different opinions as to what is reasonable in a community, that contains a large variety of Owners and family structures.
12. Outdoor Cooking: No outdoor cooking or barbecuing shall be permitted on the balconies of the Residences, in the front of the Residences, in the courtyard or in the roadway between the Magnolia Court Annex HOA and the Magnolia Court HOA. Grilling is permitted on the Association grill in the pool area and on a charcoal or electric grill directly behind a homeowner's individual unit. No grill may impede the free flow of motor traffic or be left unattended at any time. Grills must be covered immediately after use and moved inside when cold. No grill may be left outside overnight in the common area.
13. Signs: Signs of any type may not be displayed by an Owner in or on any Lot, or Residence or upon the Common Property, including "For Sale" or "For Rent" signs.
14. Service Persons: No Owner shall allow service personnel to work upon a Lot or in a Residence before 8:00 A.M. or after 6:00 P.M.
15. Window, Door and Balcony Treatments: No awning, canopy or shutters may be attached to the exterior of a Residence without the approval of the Board. Balconies may not be enclosed or screened. Balconies shall not be used for

storage of personal property. Limitations on window treatments (exterior and interior) are listed in the Declaration (Article IV, Section 50).

ARCHITECTURAL CONTROL

1. In accordance with Article VI of the Declaration, no Owner may make any alteration, modification or change, to the exterior of any Lot or Residence without the prior approval of the Board.
2. Application for such approval may be obtained from the management company. No work may be done until the Owner has received written notification of approval.
3. The Board shall have the right to disapprove any proposed change, which, in its sole discretion it deems not suitable or desirable for the property.
4. Any Owner denied permission to make any change shall have the right to appear at a Board meeting and request the application to be reconsidered.

TRASH AND REFUSE

No trash, garbage, refuse, tree limbs, grass clippings or other waste materials shall be kept or permitted on the Lots or Common Areas except in sanitary containers, provided by the City of West Palm Beach. Trash shall be placed outside the Residences no earlier than 6:00 PM on the night before the scheduled pick up and the containers shall be removed no later than 7:00 PM following the pick-up.

PARKING AND VEHICULAR RESTRICTIONS

1. No motor vehicle may be parked on the interior roadways, motor courts, in the easement between the Association property and the Annex Condominium Association property or the Common Areas. Any vehicle improperly parked will be towed at the Owner's expense.
2. No repairs shall be made to any motor vehicle on the Common Areas except for emergency repairs. Disabled vehicles, which cannot operate under their own power, may not remain on the Common Areas or in the parking spaces on Tuxedo Lane or Flamingo Drive for more than forty-eight (48) hours and will be towed at the Owner's expense.
3. Disposal of drained automotive fluids is not permitted.
4. Owners, Residents, or tenants must make every effort to park all automobiles in the garage spaces in his or her Unit. The parking spaces on Tuxedo Lane and

Flamingo Drive are designed for short-term use of guests, Owners, Residents or tenants and should not be used for long-term parking.

5. All persons are reminded that wheeled vehicles, including but not limited to cars, trucks, motorcycles, mopeds and bicycles, are to be operated at a speed not to exceed 5 miles per hour on the property.

ANIMALS AND PETS

1. Subject to the Declaration, Article IV (32), owners shall be allowed to keep pets on the property. The Board shall have the right to require any pet to be permanently removed from the property, if such pet causes unreasonable annoyance to any Owner, tenant or guest or if the Rules and Regulations are being violated with respect to that pet.
2. Pets shall not be left unattended outside the home.
3. Pets shall be carried or walked on a leash. At no time should a leashed pet be at an uncontrollable length from the person controlling the leash.
4. Pets may not be allowed to urinate or deposit any waste on the Association property, in front of any Residence or in the Common Areas. If solid waste is deposited on the property, it shall be immediately picked up and removed.
5. Pets are not permitted in the enclosed pool area.
6. No feeding of pets or other animals is permitted outside the Residences and no food may be left outside the Residences or in the common areas.

RECREATION AND COMMON AREAS

1. Owners shall be responsible for the actions and conduct of their family, tenants, invitees and guests. Proper conduct and safety shall be observed and enforced.
2. Damage to any Association property, which is caused by any Owner, his family, tenants, invitees or guests shall be chargeable to the Owner.
3. It is prohibited to litter in or on any Common Areas and Owners shall be responsible for the removal of all waste created in or on any Common Areas.
4. No glass or other breakable materials may be brought into the pool area. Smoking is not permitted in the pool area.
5. No one will be permitted in the pool area prior to 7:00 am or after sundown.

6. Proper attire is required in the pool area. Infants and toddlers must wear protective leak proof garments in order to use the pool and adults must wear appropriate cover for a family friendly environment.
7. No one under the age of twelve (12) years shall be allowed in the pool area unless accompanied by an adult.
8. Pool furniture and equipment shall not be removed from the pool area.
9. No bicycles, roller skates/blades, skateboards or similar toys are permitted in the enclosed pool area. Ball playing or games, that involve the throwing or launching of objects or missiles, are not permitted anywhere in the Common Areas. Nerf balls or lightweight equivalents may be used for tossing in the Pool Area only.
10. Guests of Owners or approved Tenants shall be permitted to use the pool and Common Areas, when accompanied by the Owner or Tenant responsible for them. Short-term overnight guests, who are staying in a Residence, are permitted to use the pool with the knowledge of the Owner or Tenant and must strictly abide by these rules and regulations. The Owner or Tenant will be strictly responsible for the behavior and actions of any guests using the pool or other common areas.
12. No radios or other sound systems may be used without privacy headphones.
13. No rafts or flotation devices other than children's flotation devices are permitted in the pool.
14. Any person using suntan oil or lotions must completely cover any chair or lounge chair they are using with a towel.
15. Parties are not permitted in the Pool Area or other Common Areas without first receiving Board approval. Applications for parties are available from the management company.

TENANTS

1. All leases must be approved by the Board and must be submitted to the management company with a \$100 application fee, which will be used for a background and credit check.
2. No Owner may lease his Lot more than twice in any 12-month period. Leases must be for a term of no less than three months.
3. Owners will be responsible to the Association for any damage to the Common Areas, fees incurred by the violation of these Rules and Regulations by a tenant or guest or costs incurred by the Board, Association or Management Company.

4. No application to lease will be considered, if the owner requesting lease approval is delinquent in his assessments or owes monies to the Association for fines, penalties or legal fees. The board reserves the right to approve a delinquent owner's lease application, if the delinquent owner has entered into a repayment schedule with the Board under such terms and conditions as the Board in its sole discretion, deems satisfactory.
5. Applications for residency will be considered for approval on the first and third week of each month. All paperwork must be submitted at least five days prior to the week on which it will be considered. In order for an application to be considered, the credit and background report must have been completed and all paperwork verified. The proposed tenant must meet with a designated representative of the Board or a member of the management company for an orientation before final approval and move in is permitted.

MISCELLANEOUS PROVISIONS

1. Owners and tenants, who move into or out of the Community, shall do so between the hours of 8:00 AM and 8:00 PM.
2. All door-to-door solicitations are prohibited. Placing of materials in mailboxes or on or within any portion of the Lots or Residences is prohibited, with the exception of a Community newsletter or notices from the Board or an Association committee.
3. Holiday decorations, ornaments, lights, etc. may not be placed outside the home more than thirty (30) days prior to the holiday and may not remain outside more than fifteen (15) days after the holiday.
4. Outside holiday decorations, ornaments, lights, etc. shall be "appropriate". The Board reserves the right to limit or cause to be removed any displays it deems excessive or not in keeping with the general feel of the community. Inflatable figures are not appropriate as holiday decorations.
5. Music is not permitted to be audible outside of the Residences.
6. No personal property shall be left on the Common Areas or outside the Residences when not in use.
7. Homeowners shall be responsible to maintain any portion of their Lot and Residence, visible from any other Lot, Residence or the Common Area in a clean and proper condition and promptly make any repair or replacement necessary to comply with this provision.
8. No garage sales, yard sales, sidewalk sales, tag sales, etc. are permitted.

9. Propane grills are not permitted to be used anywhere at Magnolia Court. *Charcoal and electric grills are permitted to be used directly behind an individual homeowner's residence only.*

SALES, LEASING AND GUEST OCCUPANCY

Restrictions are placed on an Owner's right to sell or lease a Residence. Further, limitations are imposed in connection with guests staying in the Residence. Owners are instructed to check with the Association's documents (particularly with the Declaration) and consult with the Association's management company prior to any proposed sale, lease or the allowance of guests to stay in the Residences.

VIOLATIONS AND FINES

1. The Board may impose reasonable fines, not to exceed One Hundred (\$100.00) Dollars per violation against any Owner.
2. A fine may be levied on the basis of each day of a continuing violation.
3. No fine shall exceed Five Thousand (\$5,000.00) Dollars in the aggregate.
4. No fine may be imposed without a 14-day notice and an opportunity for a hearing before a committee of at least three (3) Owners appointed by the Board.
5. An administrative fee of 5% of the assessment shall be charged on all assessments that are not received within 20 days of the due date. The above administrative fee is in addition to any other late payment penalties available to the association.
6. Any Owner in arrears for a period of thirty (30) days or more in monies due for assessments shall have his/her voting rights suspended and have his/her rights to use the common areas suspended. The suspension of an owner's rights to use the Common Areas shall include all residents, their visitors, their guests and/or their tenants. This provision will not apply to an Owner, who has entered into a repayment schedule with the Association.

Revised: August 2, 2010