

SUBURBAN PINES HOMEOWNERS ASSOCIATION **RULES AND REGULATIONS**

As Of: November 15, 2003

The following Rules and Regulations are the property of the association and are in effect on the common and recreation areas, the individual lots and quadruplex units of the association. They will continue in force until amended by the Board of Directors and will apply and be binding on all Owners. The owners will at all times obey the Rules and Regulations and use their best efforts to see that they are faithfully observed by their families, guests, invites, servants, lessees, persons for whom they are responsible, and persons whom they supervise and exercise control. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other owners pursuant to the terms of the Declaration, the Articles of Incorporation, the By-laws and Florida law. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all Court costs incurred together with reasonable attorneys fees in addition to any remedies or rights which the Association or any Owner may have to recover damages, costs, and attorneys' fees against any person violating the Rules and Regulations, the Declaration, and any of the exhibits thereto. The Board of Directors, may, from time to time, adopt or amend previously adopted Rules and Regulations covering the details of the operation, use, maintenance, management and control of the Properties, Lots, Quadruplex Units, Recreation Areas and Common Areas and any facilities or services made available to the Owners. Any waivers, consents or approvals given under these Rules and Regulations and/or any amendments or additions to these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval.

Prompt and sufficient notice shall be deemed to have been given to any Owner alleged to be in violation of any Rule or Regulation by a letter deposited in the United States Mail, addressed to the Owner at his post office address as it appears on the records of the Association, the postage prepaid.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. **Complaints:** All Complaints shall be made in writing, signed by the Owner, and mailed to the Suburban Pines Homeowners Association at:

SPHOA
4500 Suburban Pines Drive
Lake Worth, FL 33463

All complaints will be addressed by the Board of Directors. At the Board's discretion, the owner shall receive a written response within 60 days of the complaint or the complaint will be added to the agenda of the next Board meeting. Meetings are not held in June, July and August.

2. **Alterations and/or Structural Modifications:** No owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his Unit or to the Recreation Areas or Common Areas without the prior written consent of the Board of Directors and where applicable any mortgagee. Any such alteration or modification made without the consent of the Board of Directors, in writing, is liable for removal, without notice, and at the cost of the Owner for whose benefit alteration or modification was made.
3. **Exterior Appearance:** No improvements may be constructed upon any part of the exterior of any of the Quadruplex Units, Common Areas or Recreation Areas without the prior written consent of the Board of Directors. The exterior of the Units, including, but not limited to, balconies and terraces, shall not be painted except in available standard colors - Exterior (concrete) wall: ivory, cream or off-white; Metal balcony railings: aluminum bronze (blackish color only), Outside gate: wooden or metal gate aluminum bronze (blackish color only), or otherwise modified in any manner without prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors. House numbers, flag holders and entrance lights are allowed, and do not require consent of the Board of Directors.
4. **Antenna, Wiring and Satellite Dishes:** No installations of antenna and/or exterior wiring shall be made without the written consent of the Board of Directors. Installation without consent is subject to a violation fine of \$100.00 plus \$10.00 per day the violation persists. The SPHOA may, at the Board's discretion seek legal action as needed for the removal of illegally installed equipment and/or wiring with the right to recover legal fees and costs. Satellite Dishes may be placed anywhere on the Homeowner's Property and nowhere on common grounds. Diameters of Satellite Dishes shall be no larger than 18" round or 18" x 23" oval.
5. **Damaged Recreation Areas and Common Areas:** Damage to the Properties or its improvements, including but not limited to the Quadruplex Units, Recreation Areas and Common Areas, caused by any Owner or his guests or invitees shall be the sole responsibility of such Owner. The Board of Directors shall notify the Owner in writing, identifying the damages and cost to repair. Owner shall have thirty (30) days to pay damages, if not paid, the SPHOA will have the right to lien the unit of the Owner (to include collection fees, attorneys' costs, court costs, penalties).
6. **Window, Door and Balcony Treatments:** No awning, canopy or other projection (excluding Hurricane panels or shutters) shall be attached to or placed upon the outside walls or doors or roof of the Quadruplex Units without

the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a Unit. If affixed to the exterior of a Unit without the consent of the Board of Directors, in writing, is liable for removal, without notice, and at the cost of the Owner for whose benefit any of the foregoing was done.

7. **Flammable Materials:** No Flammable, combustible or explosive fluid, chemical or substance, shall be kept in any Unit, Recreation Areas or Common Areas, except such as required for normal household use.
8. **Guns:** No guns, including, without limitation, paintball guns, BB guns and slingshots, shall be fired or discharged upon the Property. Violations of this rule will be reported to the applicable law enforcement authorities for such action, as they desire. SPHOA policy is **ZERO-TOLERANCE**. In addition, to legal remedies, SPHOA may impose, at the discretion of the Board of Directors, a fine per violation. See VIOLATION Section.
9. **Hurricane Preparations:** Each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:
 - A. Removing all furniture, plants and other objects from patio and balcony.
 - B. Any Owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Owners, and/or to the Recreation Areas and Common Areas resulting from such failure.
10. **Plumbing and Electrical:** Water rooms and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual Owner or Owners.
11. **Planting/Landscaping:** Planting outside front entrance will be permitted and one (1) foot border outside of planter.
12. **Service People:** No Owner shall permit any service people whether for purposes of maintenance, repair, replacement or improvement to work in a Unit, except in cases of emergencies, before 8:00AM or after 9:00PM.
13. **Insurance Rates:** No Owner shall permit anything to be done or kept in his Unit, which will increase the rate of insurance on any Unit, the Common Areas or Recreation Areas. The liability for, and the expense of, any

additional insurance costs to the Association shall be the sole responsibility of the Owner whose act or actions caused any such increase. Homeowners who rent their units will be responsible for any raise in insurance rates due to percentage of rentals in the community exceeding insurance limits.

14. **Personal Insurance**: Although the insurance coverage afforded through the Association in addition to other coverage, provides hazard insurance for the individual Quadruplex Units, such insurance does not include coverage of personal property and liability coverage for the individual Owner. Therefore, it is recommended that such coverage be obtained by each of the individual Owners should they be desirous of having such coverage.
15. **Personal Property**: The personal property of an Owner shall be stored within his Unit, but in no event shall such property be stored or left within or upon other portions of the recreation Areas or Common Areas.
16. **Quadruplex Unit Use**: Quadruplexes are four (4) single-family residences. They may be used for in-house business only if they do not generate traffic.
17. **Balconies and Terraces**: No bathing suits, towels, or clothing shall be hung from the balconies. No mops or rugs shall be shaken from the balconies. No clotheslines or similar devices shall be permitted on any portion of the Common Areas or Recreation Areas.
18. **Cleanliness**: Each Owner shall be responsible to keep his Unit in a good state of preservation and cleanliness. Owners shall not allow anything to be thrown or fall from the balcony.
19. **Littering**: Each Owner shall be responsible for seeing to it that all occupants of their Unit, including their guest, shall not litter any portion of the Recreation Areas or Common Areas.
20. **Trash and Garbage**: All refuse, waste, and trash shall be placed in garbage containers and put beside the road for pick-up no earlier than the evening before the scheduled day of pick-up. Return the empty containers to your Unit the day of pick-up.
21. **Nuisances**: No Owner or his guest will make or cause to be made any noise or other disturbance that will interfere with the rights, comforts, or convenience of any other Owner.
22. **Solicitations**: There will be no solicitation by anyone for any reason or cause without advance authorization in writing by the Board of Directors.
23. **Children**: Each Owner shall be solely responsible for the actions of his children and visiting children. Owners shall require their children and visiting

children to obey the Rules and Regulations at all time. Owners will be responsible for the cost of any damage caused by his children and visiting children. (See also Paragraph 5.)

24. **Guest Occupancy:** Any and all guests of Owners shall be required to comply with all Rules, Regulations, rights and obligations created by the Declaration and its exhibits.

25. **Pets:** The presence of any pet shall be subject to Rules and Regulations. The owner is solely responsible for his animals.

- A. No pets kept, bred, or maintained for commercial purposes.
- B. Only domestic animals will be kept.
- C. Animals will be on leash at all times per County ordinance. No animals will be permitted in the pool area or clubhouse. No animal will be tied to the exterior of any unit or on any Common Areas or Recreation Areas.
- D. Any animal which becomes noisy or a nuisance will be dealt with through county ordinance.
- E. Any animal displaying aggressive behavior towards residents/guests of Suburban Pines will not be tolerated and will be dealt with on a case-by-case basis.
- F. The **only** place animals are to relieve themselves is on the west side of the main road.
- G. Cats shall not be permitted to roam free within the Development. They should be kept inside or within the Homeowner's screened-in patio. Violators may have their cats picked up by County Animal Control at the discretion of any Homeowner whom the roaming cat may be causing a nuisance.
- H. No Pit Bulls will be allowed.

26. **Signs:** Must have prior approval of the board. Open House signs may be posted the day of open house and removed at the end of the day. Home Owners may post a notice in the bulletin board, for a period of 30 days of sale items.

27. **Vehicular and Pedestrian Traffic:** All vehicular and pedestrian traffic being in and/or operating upon the Common Areas, shall at all times comply with controlling governmental laws. All such traffic at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of fifteen (15) miles per hour. Violators will be subjected to all civil penalties.

28. **Wheeled Vehicles:** No wheeled recreational or any other recreational conveyance may be used in a manner that would interfere with vehicular and

pedestrian traffic upon the Common Areas, nor shall they be permitted to be ridden within or upon the Recreation Areas or Common Areas nor anywhere else except the roadways and streets of the Common Areas.

29. Recreation Areas:

- A. The use of the Recreation Areas is limited solely to the Members of the Associations and their invited guests. Swimming and other use of the Recreation Areas shall at all time be solely at the risk of the individuals involved, and in no event that of the Association or its Members. The Board of Directors shall regulate the use of the Recreation Areas from time to time. Rules and Regulations shall be posted in conspicuous place, in or upon the Recreation Areas, and it shall be the responsibility of the individual Owners to apprise themselves of it. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the Members.
- B. No Recreation Areas or Common Areas may be used for any commercial or money making purposes, whether by reservation or otherwise, without the prior approval of the Board of Directors, in writing.
- C. Any activities resulting in damages to Association property will be the Owners responsibility to make right. (See also Paragraph 5, Paragraph 23).

30. Homeowners/Rentals: All Owners who rent their units are required to submit a rental form to the Board of Directors prior to tenant occupancy. Attached to the rental form will be a statement that the renter has received, read, understands and will comply with the Rules and Regulations. The Owner is required to give the Renter a copy of our Rules and Regulations. The Owner is required to have the statement signed and returned to the Board of Directors ten (10) days prior to commencement of rental. The Owner will be responsible for any damage to the Common Areas and the Recreation Areas caused by his renter and/or his guest. Annual renewals of Rental contracts require the notification of the Board of Directors prior to renewal. There will be a non-refundable \$35.00 application fee for each rental application. No more than two (2) rental applications per year, per unit will be considered.

31. Parking: Parking areas upon the Common Areas shall be used only by Owners, their guests and invitees. Parking areas shall only be used to park private passenger motor vehicles. Owners shall only park their motor vehicles within those parking spaces that have been assigned to them (2 per unit). No owner shall park any additional vehicles in those spaces designated for guest parking. No motor vehicle, which cannot operate on its own power,

shall remain on the Common Areas for more than twenty-four (24) hours, and no repair of any motor vehicle shall be made on the Common Areas. No trucks, except as allowed herein, mobile homes, trailer, campers, boats or other vehicles or equipment, other than private passenger vehicles shall be parked or left standing upon the Common Areas, except for purposes of loading or unloading. The Board of Directors will do whatever is possible to accommodate any Owner that may be caused a hardship by the prohibitions contained in this paragraph upon application being made to the Board of Directors for such relief. No motor vehicles shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the Owner of the Unit doing or permitting such act, and/or the Owner of the vehicle. Wherever and whenever required, the local police authorities shall be called upon to assist in the enforcement of the foregoing Rule, however, the Association shall not be obligated to call the police and may act on their own volition where reasonably necessary.

No guest or invitee, or Owner, shall leave their vehicle parked **overnight** in the parking spaces marked on the main roadway of the Development. If any owner has overnight guests or invitees, please have them park in designated guest spaces. Vehicles improperly parked will be towed away at the expense of the Owner of the Unit doing or permitting such act, and/or the owner of the vehicle.

The following vehicles may be parked in the second parking space assigned to each Owner:

All passenger cars, station wagons, mini vans, sport utility vehicles, Jeep type vehicles and single rear axle trucks not larger than one-half ton, provided said vehicles are used for personal use exclusively. In addition, no caps/toppers placed on a truck, which exceed the vehicle length, may be parked on Association property.

Any third vehicle or Commercial vehicle of any type must be parked in the parking spaces to the north and west of the clubhouse, as they are available. For purposes of this section, any vehicle with exposed company lettering, construction type boxes, or ladders shall be deemed a commercial vehicle. Spaces are limited; please contact the Board of Directors for availability.

32. **Pool:** Rules and Regulations are posted at the Clubhouse/Pool. No child under 18 years of age shall be allowed in pool area without adult supervision.
33. **Air Conditioner:** Before replacing your Air Conditioner Unit, you must contact the member of the Homeowner's Association in charge of roofing. Please note that at time of replacing Air Conditioner Units, the Association's Roofer **must** be present to inspect roof area beneath Air Conditioner Unit to be removed.

Homeowners are responsible for any roof repair. Upon completion of installation of new air conditioning unit, Homeowner must provide a copy of the Permit pertaining to same to the Board for their files.

34. Roofs of All Buildings:

- A. No minors (under the age of 18) are allowed on any roof for any reason whatsoever. If any minor is seen on a roof, the Homeowner is to call the Palm Beach County Sheriff's Office and not to handle matter on their own. Penalty for violation will be against parent/unit owner of a monetary penalty (with an incident report from Sheriff's Office) of \$200.00 plus any damage. Collection of such penalty will be in accordance with the same rights afforded for the collection of Maintenance Fees. There will be a \$100.00 addition to such penalty/incident report for each violation thereafter by same minor. Additionally, minors are never permitted to climb on the building mansards or on balcony railings. Unit owners are responsible for the acts of their children (see Paragraphs 5, 23) and will be subject to the penalty. Due to enormous safety and liability ramifications, SPHOA must enforce a ZERO-TOLERANCE policy in this regard.
- B. Neither shall any Homeowner adult be allowed on any roof of any of the Development's Buildings due to insurance issues. Due to enormous safety and liability ramifications, SPHOA must enforce a ZERO-TOLERANCE policy in this regard.

35. Maintenance Fees and Special Assessment Fees:

- A. All Maintenance Fees are due within thirty (30) days of receipt of Quarterly Statements. A Lien shall be placed on any Homeowner after two (2) consecutive missed Quarters (to include collection fees, attorney costs/fees, court costs and penalties). If Maintenance Fees are still not brought up-to-date, then the Board of Directors have option to go forward with Foreclosure.
- B. All Special Assessment Fees are due within due date as indicated on Special Assessment Statement. A Lien shall be placed on any Homeowner when Assessment is 30 days past due (to include collection fees, attorney costs/fees, court costs and penalties). If Special Assessment is still not brought paid, then the Board of Directors have option to go forward with Foreclosure.

36. **VIOLATION FINES:** If any Homeowner/Rental is in violation of these Rules and Regulations, a letter shall be sent to such Homeowner (and in the case of a Rental, to both the Rental and Homeowner), notifying them of their violation. If said violation is not rectified within thirty (30) days of the date of the letter, then the Board of Directors will charge a monthly violation fine as listed below (except as specifically indicated in Paragraphs above). If after two (2) months from the date of the violation letter, the violation has not been rectified, then the Board of Directors shall place a Lien on the Unit, along with the continuation of the fine. If

after three (3) months from the date of the violation letter, the violation has still not been rectified, then the Board of Directors will foreclose on the Unit.

A. Parking/Excessive Speeds: \$50.00

B. Architectural/Limited Common Areas/Common Areas: \$50.00

C. Guns: \$200.00 – to include paint guns, pellet guns, BB guns, sling shot;
\$500.00 – to include firearms.

ALLOWED

1. Screened Patio;
2. Partial Patio Roof;
3. Screened Balcony;
4. Aluminum Utility Unit – Aluminum Cream or Bronze (Blackish);
5. Aluminum Front Gate – Aluminum Bronze Only;
6. Balcony Railing Color – Aluminum Bronze –(Medium Bronze);
7. Only Flag Pole Holders, House Numbers and Entrance Lights may be placed on outside wall;
8. Interior Wall and Balcony Color – Ivory or Off-White;
9. Planting outside Front Entrance and 1-Foot Border outside of Planter; and,
10. Wooden Arch, Dog-Eared, or Straight-Edged Front Gate.