

Palm Village of Deerfield Beach Property Owners Association, Inc.

RULES AND REGULATIONS

Introduction

The following Rules and Regulations have been formulated for the safety and wellbeing of all the owners, Residents, and visitors of Palm Village, Deerfield Beach, Florida (the “Community”). Strict adherence to these Rules and Regulations is necessary to guarantee that each and every Resident will enjoy a safe and unannoyed occupancy in the Community and become effective upon occupancy. The Rules & Regulations hereinafter enumerated, cover the dwelling units, common areas, recreation and community facilities, and are deemed in effect until amended by the Board of Directors of the Palm Village of Deerfield Beach Property Owners Association, Inc. (the “Association”).

These rules and regulations shall apply to, and be binding upon, all community Residents (“Resident” or “Residents”). Resident(s) shall for purposes of these Rules and Regulations be defined as but not limited, to include: homeowners, owner-occupants, tenants, employees, lessees, guest(s), invitees, servants, vendors, service contractors, contractors, and their direct or indirect subcontractors and any other persons having business or performing services within the Community and its Property. The dwelling unit owners shall at all times obey said Rules & Regulations, and shall be responsible for informing their families, guests, lessees, and others under their control of said Rules and Regulations. Unit owners are deemed in control of their families, guests, and lessees, and, ultimately, are responsible for any infraction committed by them. Any repeated or continuing violation of these Rules and Regulations by Resident after notice and time to cure from the Association shall be sufficient cause to subject the violator to any and all remedies available to the Association as provided by the provision of the Declaration of Covenants, Restrictions and Easements for Palm Village (“Declaration of Palm Village” or “Palm Village Declaration”), and By-Laws, as well as under Florida law.

Violations may be remedied by the Association with fines and/or injunction, or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it together with reasonable attorney fees against any person or violator, and, ultimately, from unit owners responsible for their guests, agents, and/or lessees if not otherwise collected.

The Board of Directors may from time to time adopt new or amend previously adopted Rules & Regulations governing the details of the use, maintenance, management and control of the common areas, recreational and community facilities or services made available to the unit owners and tenants. The Association agrees not to unreasonably discriminate against any owner or Resident in the enforcement of the Rules and Regulations in effect with regard to the Community.

The Rules & Regulations are as follows:

1. **QUIET ENJOYMENT**

- a) Every owner and Resident shall have the right and easement of enjoyment in and to the common areas, all in common with other owners and tenants.
- b) No owner, lessee, or Resident shall make or permit any disturbances that will interfere with the rights, comforts or convenience of others.
- c) Unit owners are responsible for the actions of their tenants and their guests/invitees.
- d) Any person intoxicated, or appearing to be intoxicated, or under the influence of illegal drugs shall be barred access and use of the common facilities.
- e) Engaging in recreational sports or any other activity outside the designated areas that may interfere with the Quiet Enjoyment of other Residents, or cause physical injury or property damage within the community is prohibited.
- f) Soliciting of the Residents in Palm Village without approval of the Association Board of Directors is prohibited. Canvassing, soliciting and peddling in the Community are prohibited and each Resident shall cooperate to prevent the same.

2. **DRIVING & PARKING**

- a) All owners will have two (2) parking spaces in their driveway, in addition to their garage.
- b) **The following vehicles are prohibited from overnight parking within the Community: passenger buses, passenger vans, commercial vehicles, boat trailers, or other non-passenger private vehicles, except with the prior written approval of the Association, to accommodate short-term special circumstances.** Pick-up trucks, SUVs, and other vans or vehicles owned for personal use may be parked overnight in designated, assigned spaces, unless they contain any form of advertising or other commercial type markings. No permanent signage or lettering of any kind will be permitted on these vehicles and magnetic signs must be removed before entering the community.
- c) Homeowners wishing to park a family van, motor home, trailer or sports pickup on the common grounds must obtain the prior written approval of the Board of Directors.
- d) Boats and boat trailers may be parked on a Lot provided that the boat and/or boat trailer is not visible from the street, or to adjacent lots and is not parked in any common areas.
- e) **No vehicles are permitted to drive or park on grassy areas or sidewalks at any time.** This includes, but is not limited to, service and delivery trucks.

- f) No vehicles shall be operated or parked anywhere on the common grounds other than the roads and parking areas specifically marked for such use. All Guest Parking Spaces may be used by any owner, tenant or guest on a non-assigned/transient basis, unless otherwise regulated by the Association. Guest Parking Spaces may not be used for long term parking, the parking of commercial vehicles, or the parking of abandoned vehicles. Long term parking is defined as parking in excess of 24 hours.
- g) No vehicles are permitted to park on-street from 12:00 am to 6:00 am.
- h) Unlicensed drivers shall not be permitted to operate any type of motor driven vehicle on Association property.
- i) Joyriding, speeding, reckless driving or racing of engines is prohibited.
- j) Garage parking space shall be deed restricted and to be used solely by owners or occupants of the unit only to the extent that it does not preclude vehicle from being parked in the garage and that it cannot be converted to another use.
- k) Without appropriate permission, no Resident or visitor may park in the assigned space of another Resident at any time. No Resident may occupy, nor allow his/her overnight guests to occupy more than one guest parking space.
- l) Non-Resident vehicles parked for more than five consecutive days will be considered abandoned and towed at the owner's expense, unless prior arrangements are made with the Association.
- m) Violation of any of the above driving and parking rules will result in the vehicle(s) being removed at the vehicle's owner expense as well as an assessment (if necessary) against the Resident responsible.
- n) All of the rules regarding parking shall also apply to owners, tenants, non-owner occupants and their guests.

3. **VEHICLE MAINTENANCE**

- a) Motor vehicles must be properly registered, licensed, and maintained with the appropriate governmental entity, so as not to create any unnecessary disturbances in the community.
- b) No repair or maintenance work may be performed on motor vehicles within the community. Any damage caused to the road or driveway surfaces as a result of vehicle leaks shall be repaired at the vehicle owner's expense.
- c) Non-registered vehicles will be towed at the vehicle owner's expense as well as an assessment against the Resident responsible.

4. PETS

- a) Owners shall not permit pets to be a disturbing nuisance to other Residents. Dogs, cats, or other pets that could, in the opinion of the Board of Directors, be deemed dangerous or offensive to persons residing in the community, or disturb the quiet enjoyment of other Residents, will not be permitted within the community.
- b) All pets shall be vaccinated, licensed, and carried or walked on a leash not exceeding ten (10) feet in length at all times when outside the residence. Any feces left by any pet on Association property or in common areas, shall be picked up and immediately disposed by the person walking the pet. The Association has provided appropriately marked receptacles.
- c) No animals, livestock or poultry shall be raised, bred or kept on any Lots. Except that no more than a total of two (2) non vicious, household pets may be kept. However, those pets which are permitted to roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any property located adjacent to the Properties, may be expelled and removed from the Premises by the Board.
- d) No pets shall be kept bred or maintained for any commercial purpose.
- e) Violation of the terms of this section, herein shall result in a \$100 penalty per occurrence.

5. LEASE OF UNIT – PROCEDURE

- a) No Lot shall be leased for less than a six (6) month period, nor shall a Lot be leased more than two (2) times during any twelve (12) month period.
- b) Prior to any unit being leased, the proposed tenant and their lease must be approved by the Association.
- c) The Board shall have the power to screen all prospective tenants to protect and preserve the safety and economic well-being of the community and Association. This power shall include but not be limited to the power to conduct interviews, background searches, and/or investigate credit history.
- d) Any Homeowner desiring to lease its Unit, whether by formal written lease, verbal or implied tenancy, shall prior to the commencement of any such tenancy first submit a written application for same to the Board, on a form to be supplied by the Board, executed by both the owner and all prospective tenants.
- e) The Board shall approve or disapprove the proposed tenant and/or tenancy within thirty (30) days of receipt of application.
- f) Each owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on its Lot, and for all guests, and invitees of the owner or any such Resident, and in the event the acts or omissions of any of the foregoing shall result in any

damage to the Common Areas, or any liability to the Association, the owner shall be assessed for same as in the case of any other Special Assessment.

- g) Failure to strictly adhere to this provision and/or failure to obtain prior written approval from the Board shall result in any lease and/or tenancy being void, and the Board immediately commencing eviction proceedings. In the event that the Board commences an eviction action the owner shall be fined \$50.00 for each day the violation shall exist, in addition to all costs, expense and attorney's fees related to the eviction.

6. RESALE OF UNITS – PROCEDURE

- a) Any Unit owner who decides to sell a Unit must hereby, on each occurrence, grant unto the Association the exclusive and irrevocable right of first refusal and first option to purchase said Unit. No Unit owner may transfer possession or otherwise dispose of a Unit or part of a Unit, or any interest therein by sale or deed without the prior written approval of the Association, and as provided herein. A Unit owner, intending to execute a bona fide transfer of deed of their Unit or any interest therein, should, on each occurrence, notify the Association when there is a planned transfer in title. Such transfer will be subject to recovery of any fines, fees, assessments, or arrears outstanding at the time of transfer. Units not current in all fees and assessments will be encumbered by lien, preventing transfer. Upon the written request of the seller, the Association will prepare and provide a letter of estoppel. The seller is responsible to make payment for the letter of the estoppel before the Association will provide the same to the seller.
- b) Prior to the transfer or sale of any Unit, the Association must approve the prospective new owner of that Unit. The prospective new Unit owner must submit a completed application for ownership to the Association. This approval process must be completed regardless of whether the prospective owner already owns another unit within the community. A prospective new Unit owner may be required to participate in an interview with an Association representative or Management Company. Violations of this provision are subject to penalties provided for herein and in the Declaration and may result in the corresponding purchase/sale contract being voided.
- c) The Board shall approve or disapprove the proposed owner within thirty (30) days of receipt of application.

7. TRASH PICKUP, BULK TRASH, AND LITTER

- a) No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled-in area; provided, however, that the requirements from time to time of the City of Deerfield Beach and Broward County for disposal and collections shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- b) No trash will be placed on the common areas unless it is in a heavy duty, securely covered garbage container.
- c) No trash container will be placed on the common areas prior to the day of a regularly scheduled garbage pickup. Residents should arrange for a neighbor to put their garbage out if they are going to be away on that day, or they should leave the container inside their residence until the next scheduled pickup day.
- d) **On non-garbage pickup days, Residents should store trash containers, inside their garage or in the rear of their unit. No trash container will be placed in front of a unit so that it is visible from the common area.**
- e) Residents are responsible for keeping their lawn and parking areas surrounding their residence free of litter, regardless of the source of litter.

Bulk items for disposition should remain inside a unit until the night prior to the City of Deerfield Beach's pickup. Bulk trash is collected once a week and includes appliances, furniture, refrigerators, yard trimmings, mattresses, etc. The City of Deerfield requires that Bulk items be placed away from mailboxes, low wires, trees, fire hydrants, etc. Do not place regular garbage or recyclables in bulk trash pile. Do not mix tires with bulk trash. The City charges for the removal of bulk items above a certain quantity at the sole discretion of the City. The City generally leaves a note on the bulk items that indicate how much needs to be paid by the unit owner, the Resident or the tenant before such bulk items are removed by the City. . Construction Contractors and Landscape Maintenance Providers, and Private contractors must dispose, outside of the community, of all debris generated by their work. It is the homeowner's responsibility to ensure that private contractor removes their debris.

8. **RESIDENCE MAINTENANCE**

- a) Neither homeowner(s) nor tenant(s) shall cause or permit anything that detracts from the general appearance of the community. Installations of decorations, patio modifications or landscaping are subject to prior written approval by the Association. Request for such changes must be submitted to the Association, and must comply with all state and/or county regulations and permits, if applicable.
- b) Homes shall be maintained in a manner such as to not be offensive to either neighbors or the community.
- c) The owner shall paint the exterior of the homes, including all garages, after first obtaining written approval from the Association. However, the color cannot be changed.
- d) Owners will provide exterior maintenance for the buildings as follows: repair, replace and care for garage doors and exterior building surfaces. Owners shall maintain and repair its front residence door, windows, driveway, entrance walk, light fixtures, roof, ;

provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable.

- e) No clothes, clotheslines, towels or similar articles shall be hung outdoors for any purpose whatsoever, except within a fenced backyard and at a level below the height of the fence.
- f) Wading pools, barbeque cookers, etc., for the exclusive use of a Resident shall be used only within a backyard area.
- g) No “for rent”, “for sale” or other sign of any kind shall be displayed to the public view on the Properties without the prior written consent of the Association.
- h) Unit owners may install hurricane shutters, exterior patio lighting, or external window sun screening provided they have received the prior written approval of the Association and comply with current building codes. Unit owners, who install protective material, such as shutters or aluminum hurricane panels, plywood or detachable panels, over windows and sliding doors in advance of a pending hurricane or tropical storm watch, must remove such protective material within five (5) days following the official end of said hurricane or tropical storm watch.

9. POOL RULES

- a) Access to the pool is available to all owners and Residents (and their guests) who are in good standing with the Association.
- b) The pool area must remain locked at all times. Pool access is only available through the use of an assigned pool key provided by the Association upon certain conditions being fulfilled by the owner and Residents available upon request from the Association. The opening of the pool gate for anyone without a key may result in the loss of pool privileges.
- c) Parents are directly responsible for the actions of their children. Persons under twelve (12) years of age must be accompanied by a Resident eighteen (18) years or older and must be supervised by that person.
- d) Running or rough play in the pool area is strictly prohibited. Anyone exhibiting this type of behavior may be asked to leave the pool area.
- e) Diving, flipping and jumping into the pool are also prohibited.
- f) Smoking is not allowed in the pool area.
- g) Food, glass containers, alcoholic beverages, and any other types of beverages are not allowed in the pool area.
- h) Trash receptacles are provided in the pool area. Littering is prohibited.
- i) Offensive language is not to be used in the pool area at any time.

- j) No pets or animals are allowed in the pool area.
- k) No riding bikes, skateboard or motorized vehicles inside the pool area.
- l) Proper swimming attire is required.
- m) Please shower before entering the water.
- n) Swimming is not allowed after the designated swimming hours. Anyone caught swimming after hours may have their pool privileges taken away.
- o) Children under the age of three (3) years must wear appropriate swimwear. Only swim diapers should be used.

10. OTHER RULES

- a) Bicycles, toys, grills, umbrellas, lawn chairs, or other personal property shall not be left outside of the homeowner's unit for an extended period. Items left in the common area will be subject to confiscation and disposition by the Association. Additionally, such personal property MUST be secured indoors and/or tied down in advance of severe weather or it will be confiscated, and may be disposed of, for the safety of the community.
- b) Parents will be held responsible for the proper conduct of their children or the children of their guests. Homeowners will be held liable for damage and repairs to Association property as a result of the activities of their children and the children of their tenants and/or guests. Adult supervision of children in common areas is required.
- c) All owners and lessees of units in the community shall abide by the provisions of the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Palm Village of Deerfield Beach Property Owners Association, and any other governing Association document.
- d) Upon the sale of any unit, it will be the unit owner's responsibility to provide the buyer with the above-mentioned documents.
- e) No owner or resident shall do any planting or decorating on Association property or affix decorations to the exterior of the building without the written approval of the Board of Directors.
- f) Under no circumstances shall any exterior commercial television antennae, or radio antennae be installed without prior written approval from the Association.
- g) Under no circumstances shall any solar panels be installed without prior written approval from the Association.
- h) There will be no use of skateboards, rollerblades or similar devices anywhere on Palm Village Property Owners common area.

- i) No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other owner
- j) No gas tank, gas container, or gas cylinder other than a maximum of one (1) per Lot of those for personal gas grills (and except those placed by Declarant or approved by the Board) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by Declarant or approved by the Board) shall be installed underground in every instance where gas is used.
- k) No cooking or fire grill(s), except electric, should be stored or used within ten (10) feet of any building.
- l) No Lot shall be used except for residential purposes.

11. SATELLITE DISHES AND ANTENNAS

Notification: Notification of planned satellite dish installation in the Community must be made ten (10) days prior to installation. To prevent a violation, the Board of Directors suggests that you contact our property manager prior to the installation. Such installation requires consultation on the site and method of attachment to unit exteriors.

Color: No dish will be of a color which does not blend in with the surrounding color scheme. Gray or the color of the exterior of the unit is acceptable.

Placement:

- 1) The dish or antenna must be placed where it is not visible from the street. If such devices are approved for installation by the Board provided however, that satellite receiving dishes in excess of thirty-nine (39) inches in diameter shall be prohibited.
- 2) Options for installation include: behind a sliding glass door, inside the patio area. If there is no patio area, the receiver may then be installed at the side of the unit.

Installation of dish or antenna:

- 1) Must be properly installed, using proper permits, if required, and best engineering practices, so that the Association and neighbors are reasonably protected from the installation becoming detached during a windstorm.
- 2) Must comply with applicable building codes and governmental regulations.
- 3) A notification accompanied by plans/schematics showing method of installation, specifically itemizing means of fastening the dish or antenna to the structure must be sent to the Association.

Inspection: The Association will inspect the installation to assure compliance with these rules. Any non-compliance will be a violation.

12. PENALTIES AND ASSESSMENTS

- a) Any violation of the Rules and Regulations as well as violations of the Declaration or the Articles or By-Laws shall result in (1) reasonable monetary fines which shall be levied as Special Assessments (2) suspension of the right to vote and or (3) suspension of the right to use the Common Areas.
- b) If any Special Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default owner a late fee of ten percent (10%) of the amount of the Special Assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid and are subject to lien according to the provisions of the Bylaws and and/or the provisions of the Florida Statutes. The intent to appeal does not toll assessments.
- c) The Association may bring an action at law against the owner personally obligated to pay the same or may record a claim of lien against the Lot on which the Special Assessment and late fee are unpaid, or may foreclose the lien against the Lot on which the Special Assessment and late fee are unpaid.

13. COMPLAINTS

- a) Complaints alleging violation of any of these Rules and Regulations shall be made in writing to the Board of Directors. The Board will act only upon receipt of a written signed complaint.

14. VIOLATIONS

- a) Observance of these Rules and Regulations by owners, lessees, their families, guests and employees of owners is the responsibility of the owner. Should the conduct be deemed in violation of the provisions of the Palm Village Declarations, Articles of Incorporation, the Bylaws of said Association or these Rules, then the Board of Directors will notify the individual owner in writing that the conduct is in violation of the above described cited authority. If the conduct deemed to be in violation does not cease and desist upon notification by the Board of Directors, then the Board of Directors shall have the right to enforce the provisions of the Bylaws or Rules & Regulations through the institution of fines, fees and/or legal proceedings, potentially seeking an injunction from a court of competent jurisdiction.
- b) Disagreements concerning violations will be presented to, and judged by, the Board of Directors.

- c) The Association may place a lien upon the unit at any time after fourteen (14) days written notice of the infraction in the amount of the fine then outstanding. Upon payment of the fine and reimbursement to the Association by the Unit owner of all expenses incurred in connection with the filing of the lien, such lien shall be released by the Association. The Association may, also, at its own discretion, initiate foreclosure actions against any unit with liens that have been filed by the Association and not cured.

15. VALIDITY

If any specific Bylaws, Rules or Regulations contained be deemed invalid by a court of law, such finding will in no way affect the validity of any other Bylaw, Rule or Regulation.

16. ENFORCEMENT OF RULES, REGULATIONS AND POLICIES

The following procedure shall be used by the Board in the enforcement of its Restrictions, Rules, Regulations and Policies:

- a) Owner/Lessee/Resident is notified in writing by the Association or the Property Manager of the violation. The notice will give ten (10) days from the date of the notice to correct the violation, request a hearing before the Association's Board or its designee, or request additional time, in writing, to correct the violation. Such request will detail the reason(s) for being unable to comply within the ten (10) days and plans for correcting the violation.
- b) If the violation is not corrected within ten (10) days, the hearing upholds the violation, or the Association's Board does not grant additional time for correction, a fine shall be levied on the owner. The owner/lessee/Resident will be notified in writing stating the day of the assessment of the first fine.
- c) If the violation has not been corrected within thirty (30) days and the fine assessments have not been paid, the Association membership rights of the owner and/or the tenant will be suspended.
- d) Subject to the Association documents, if the violation has not been corrected after the notified due date a lien shall be placed on the property for the amount of the fines accumulated to date.

All filing and legal fees associated with such filings shall be added to the fine assessments as due from the owner. This procedure is in addition to any other action or remedy the Board may pursue in enforcing its Rules, Regulations or Policies.

/s/ Jan-Eric Samuel, President, Palm Village of Deerfield Beach POA, Inc.