

WYCLIFFE COMMUNITY ASSOCIATION, INC.

**A Compilation of Restrictions, Rules and Regulations
(as of March 1, 2014)**

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This compilation is an effort to provide homeowners with the Rules, Regulations and Restrictions of the Wycliffe Community Association, Inc. that are in (1) the Declaration, (2) the Rules adopted in 1989 by the then Board of the WCA that are still in force, and (3) to changes made in the Rules and Regulations by the WCA Board since turnover. The source of each of the provisions contained in this compilation is cited in brackets { } at the end of the each provision.

All violations of these Rules and Regulations as well as violations of the Wycliffe Declaration of Covenants, Conditions and Restrictions are the province of the Covenant Enforcement Committee (CEC) and Complaints shall be referred by the WCA Board to the CEC. { Adopted by the Board on April 25, 2006 }

GENERAL CONDUCT

GC.1 Abuse

The physical or verbal abuse of any employee of the WCA or Wycliffe Golf and Country Club, or any employee of any contractor, sub-contractor, vendor or prospective vendor of the WCA or the Wycliffe Golf and Country Club, or any governmental official or employee acting in his or her official capacity while on the premises of Wycliffe is prohibited. { Adopted by the Board on September 22, 2005 }

GC.2 Nuisances

No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his Unit. {Declaration, Art. XIV, §1(H)} No owner, guest or lessee shall create or permit any disturbance, annoyance, or nuisance that will interfere with the rights, comforts or convenience of other. {1989 Rules and Regulations #3}

GC.3 Responsibility for Damage

Parents shall be responsible to the Association for any property damage to the Property caused by their children or pets. Owners shall be responsible to the Association for any damage to Common Property by their guests, renters, lessees, employees, children or pets. Owners shall be liable for all charges for

damage along with any reasonable costs to the Association, including charges for recovery of attorneys' fees involved in enforcement resulting in action of such persons. {Declaration, Art. XIV, §2 (C)}

GC.4 Pets

Owners may keep as pets, companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or carried when on Common Property or Areas of Common Responsibility. Failure to do so may be deemed a nuisance. Pets are not allowed on Country Club Property. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. ... {Declaration, Art. XIV, §1(D)}

The number of pets allowed per Unit shall be restricted, in the sole determination of the Board of Directors, so as to avoid the creation of a nuisance. Pets governed by leash laws shall be confined to Owner's Unit when not on leash and accompanied by the Owner. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from Wycliffe. {Declaration, Art. XIV, §2(A)}

Offensive pets may be removed by the Association after notice to the Owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys' fees. ... {1989 Rules and Regulations, #4}

GC.5 Insurance

No Owner shall permit or suffer anything to be done or kept within his Unit or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property. {Declaration, Art. XIV, §1(G)}

GC.6 Firearms

The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. ... {Declaration, Art. XIV, §1(W)}

GC.7 Vendor Relations

In the ordinary course of business, vendors doing business with the WCA will take direction from the Property Manager. If issues arise, that Committee Chair and the Property Manager will act as one when addressing the vendor. If a meeting of the minds of the Committee Chair and the Property Manager cannot occur, the President shall make the decision unless the issue regards a policy matter, in which the matter shall come to the Board for a decision. {Adopted by the Board on July 28, 2005}

GC.8 Vendor insurance Requirements

All vendors doing business with the WCA shall present to the WCA, in advance of approval of any and all work agreements, in addition to the normal and usual terms, the requirement that a hold harmless clause together with automobile insurance (if automobiles are being used on the WCA property), which sets forth that the WCA will be an additional insured. Each vendor shall also obtain a quotation for the implementation of an umbrella policy with the limit of ten million (\$10,000,000.00) dollars with the WCA noted as an additional insured, if the Board deems such coverage necessary for the work to be performed. {Adopted by the Board on June 22, 2007}

GC.9 Perimeter Hedge

The perimeter ficus hedge will be maintained in a uniform height of no less than twelve (12) feet, which height may be amended by the Property Manager and landscape vendor with agreement of the Board. Further, any District that wishes the perimeter hedge to exceed the Board approved height shall (1) agree in writing to pay the cost to maintain the perimeter hedge at the higher level and (2) accept the responsibility for replacing those hedges should they be damaged in a storm. {Adopted by the Board on January 29, 2009}

GC.10 Lake Banks

The WCA shall maintain and have the responsibility for all lakes, lake banks and bulkheads. {Adopted by the Board on September 22, 2005}

SECURITY

S.1 Electronic Monitoring Systems Requirements

Each Unit must be equipped with an electronic monitoring system which shall be part of the central monitoring system to be installed by Declarant pursuant to Article X. ... Owners shall pay a specified monthly sum as part of the assessment for the cost of the central monitoring system. {Declaration, Art. XIV, §1(R)}

S.2 Guest Registration

An Owner may not have houseguests unless such houseguests have been registered with the security guard at the entrance to Wycliffe and the Owner has advised the Association of the names of their houseguests and the duration of the stay. Owners shall be accountable for the behavior of their houseguests. {Declaration, Art. XIV, §2(F)}

VEHICLES

V.1 Applicability of Vehicle Rules

These rules shall apply throughout all of Wycliffe, except on the property of the Wycliffe Golf and Country Club or within Districts that have adopted rules more stringent than those adopted by the WCA. {Adopted by the Board on September 22, 2005}

V.2 Right-of-Way

Golf carts shall give "the right of way" to pedestrians walking upon shared cart paths. Golf carts shall also give way to motor vehicles travelling upon the streets of Wycliffe, including at cart path crossings. The priority of use is as follows: Automobiles are first when using common areas (i.e. golf cart crossing), pedestrians are second (i.e. shared paths), bicycles and segways are third (i.e. shared paths) and golf carts are fourth. {Adopted by the Board on March 22, 2007}

V.3 Alternate Side Parking

Alternate Side Parking in all Districts with the exception of Andover is effective as of June 1, 2008. {Adopted by the Board on April 24, 2008}

V.4 Recreational and Commercial Vehicles; Parking; Repairs

Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except that pick-up trucks only, may be parked in the driveway

of a Unit during daylight hours. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the Project, except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Unit. ... {Declaration, Art. XIV, §1(E)}

No automobile, truck or other motor vehicle may be parked on any street overnight. No automobile, truck or other motor vehicle may be parked at any time so as to block traffic, nor may any such vehicle park in any area which the Board of Directors may have designated as restricted for parking. Parking on the Common Property other than Streets, shall only be allowed on designated parking areas. Any vehicle which is parked in violation of this paragraph may be towed by the Board of Directors at the Owner's expense. {Declaration, Art. XIV, §1(E)} ... nor shall any boats of any type be permitted to remain on any lawn or on Common Property adjacent to the lakes. {1989 Rules and Regulations #23}

Overnight parking within a District shall be governed by the regulations of that District. In the absence of such regulations, no overnight parking shall be permitted within that District, unless Wycliffe security personnel grant permission. {Adopted by the Board on September 22, 2005 }

No Owner shall conduct repairs (except in an emergency) or other restorations of any motor vehicle, boat or other vehicle upon any part of the Property, except in an enclosed area with the doors thereto closed at all times. {Declaration, Art. XIV, §1(E)} There shall be no assembling or disassembling of motor vehicles upon any of the Common Property except for repairs to disabled vehicles such as the changing of tires or batteries. Cleanup responsibility, if any, shall be the responsibility of the Owner. No maintenance or repair shall be performed upon any motor vehicle of any kind upon any Unit except within a building which is totally removed from public view. {1989 Rules and Regulations #15} No maintenance or repair shall be performed upon any boat upon any Unit except within a building which is totally removed from public view. {1989 Rules and Regulations #24}

V.5 Bicycles

Bicycles shall be stored only within each Unit. If bicycles are left on the Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. The owner of the Country Club Property shall have the right, but not the obligation, to build a bicycle stand within Wycliffe in which event, bicycles may be stored thereon. {Declaration, Art. XIV, §1(S)} Bicycles, toys, or clutter shall not be left outside Units in view of other Units, the Common Property and the Country Club Property at any time and such articles must be stored within the Owner's Unit inside the improvements constricted thereon. {1989 Rules and Regulations #7} Bicycles may only be ridden on paved Streets or roadways and/or bicycle paths, if any. Bicycles must be operated in a safe manner and in accordance with all traffic rules and regulations established by the Board of Directors from time to time. {1989 Rules and Regulations #21}

V.6 Golf Carts

Owners may own and operate golf carts subject to all traffic rules and regulations pertaining to Streets within the Project and subject to such additional rules and regulations promulgated by the owner of the Country Club Property and the Association, including, without limitation, obeying all posted traffic and speed signs. Further, ALL golf cart operators shall hold, or shall have held, a valid driver's license and be familiar with the Rules. Owners' golf carts must be stored inside the Unit and out of sight from adjacent streets, Units or the Country Club Property. Golf carts may only be driven on paved streets or roadways if no shared golf cart paths exist. Golf carts must be operated in a safe manner. No children under 16 years of age shall be allowed to drive golf carts on the Common Property. If an operator does not have

identification showing his age to be at least 16 years of age, Security will remove operating key and the owner of the golf cart will be contacted to retrieve the cart subject to a fine of \$25.00 for the first offense. {Declaration, Art. XIV, §1(T), as Amended and Adopted by the Board effective February 27, 2014}

All persons riding in a golf cart must be seated in the seating area of the cart and in a manner that doesn't impair the ability of the driver to operate the cart in a safe manner. Golf carts must be operated on shared paths where such paths are provided and, in that event, are prohibited from operating on adjacent streets except in designated crossing areas. {Adopted by the Board on September 22, 2005}

All golf carts shall have liability insurance coverage of no less than \$100,000.00 coverage for property damage and personal injury. All golf carts in compliance with this Rule will be issued either a Current Trail Pass sticker from the Country Club or a similar sticker evidencing proof of insurance coverage issued by the WCA. Failure to have liability insurance will result in the loss of use of said golf cart as well as fines as set by the CEC. {Adopted by the Board on February 27, 2014}

V.7 Towing of Vehicles

Any vehicle blocking a street in a way that prevents another vehicle from passing it without going off the street may be towed or moved without any effort to contact its owner.

If a vehicle with a “W” sticker on its windshield is (1) obstructing the normal flow of traffic, or (2) obstructing access to or from an occupied home or other occupied building, or (3) parked overnight on a street without specific authorization from either the WCA or a District, may be towed only after two attempts are made to contact its owner without success or without the owner having had the vehicle moved. If it is parked overnight on a street within a District, before the vehicle may be towed, that District must also request that the vehicle be towed.

If any other vehicle (without a “W” sticker) is parked overnight on a street within the jurisdiction of the WCA without specific authorization from the WCA to do so, it may be towed without any prior effort to contact its owner.

If any other vehicle (without a “W” sticker) is parked overnight on a street within the jurisdiction of a District without specific authorization from that District to do so, the said vehicle may be towed at the request of that District without any effort to contact its owner. {Adopted by the Board on December 18, 2008}

V.8 Transponders

Security will issue and install transponders only to residents who own or lease vehicles with registrations issued to a Wycliffe address or to persons who are “snowbirds” with a home within Wycliffe and present a Wycliffe membership card issued to them.

Renters will be issued transponders at their non-refundable expense upon presentation of an executed lease for a Wycliffe residential property. The transponder will be operational during the term of the said lease. Upon leaving Wycliffe, the renter will surrender the issued transponder.

Certain identified employees of Wycliffe Golf and Country Club and Castle Management Company or current management company will be issued transponders. The identified employees of Wycliffe Golf and Country Club shall be limited to department heads and those employees approved by the WCA Board of Directors. In the case of Castle Management Company or the current management company, the identified employees shall be limited to property manager, assistant to the property manager and the accounting-book-keeper person.

Transponders will not be distributed to any District Property Manager, care givers, other household help or employees.

Transponders will not be limited other than noted above. However, transponders must be surrendered upon the sale of said vehicle.

Any resident of Wycliffe driving a company vehicle, employer loaner vehicle or employer take home vehicle will not receive a transponder for said vehicle and will be required to enter the community by way of the "visitor's" lane located at the community front gate. **Exception:** Any resident driving said above described vehicle may obtain a transponder upon the production of a letter from their employer stating that said vehicle is for the resident's sole and exclusive use.

Owners found not to be in compliance with the Rules and Regulations of the WCA or the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, as amended, will have their transponders turned off by Security. Also, Residents whose quarterly assessments and/or special assessments are in arrears as outlined in the WCA Homeowner Documents, as amended, will likewise have their transponders turned off by Security. {Adopted by the Board, February 28, 2013}

V.9 Enforcement of Community Traffic Rules

Residents will be responsible for their guests, tenants, house staff, and all family members for the failure of all to abide with traffic rules and regulations. The Guest Pass will advise "guests" that there are Rules and Regulations for vehicle activity that must be followed and that fines shall be issued. All Club employees will be treated in the same manner as a resident. Vendors hired by residents to perform work at their units may be refused entrance to the community if they fail to abide to our Traffic Regulations and they may also be issued fines.

The citation issued will contain the date, time and location of the violation; the driver's name and address, (if available) the make and model and license plate number of the vehicle being operated; the company name and address in the event of a service provider/vendor/employee; and the name and address of resident being visited if a guest, family member or an employee or service provider/vendor.

Upon the initiation of these provisions, any resident will receive a warning for their first offense. A record of infractions will be kept by the Wycliffe Community Association. After the initial infraction, the resident will be responsible for payment of the appropriate fine after being provided a hearing before the Board of Directors and the Covenant Enforcement Committee. Additional infractions within a twelve month period shall result in an increase in the fine issued and the right to take legal action to restrict guests, family members or vendors from coming into Wycliffe Golf and Country Club.

The resident operator who is financially responsible for the fine relating to the violation of a Traffic Regulation must either pay the fine at the WCA Office within **TEN (10)** days or within **TEN (10)** days must make a written request for a Hearing before the Board of Directors who will schedule a Hearing by issuing a Hearing Notice. The failure to appear as scheduled will result in an automatic recommendation to the Covenant Enforcement Committee to levy a fine. The failure to pay fines timely may result in other penalties as identified within the Wycliffe Community Association Homeowner Documents.

(1) Overnight parking/illegal parking on roadways: Security Officers shall place a citation on any improperly parked vehicle. The resident will be responsible for any parking citation fine for any such offense by a guest, house staff or family member. The parking citation will state that it may be paid at the WCA Office within **TEN (10)** days or that the resident can make a written request within **TEN (10)** days to have a Hearing before the Board of Directors who will schedule a Hearing by issuing a Hearing Notice. The failure to appear as scheduled will result in a recommendation to the Covenant Enforcement Committee to levy a parking violation fine. Overnight Parking is defined as between 2:00 AM and 6:00 AM. If the parking citation fine levied by the Covenant Enforcement Committee is not paid by the due date, further steps may be taken by the WCA for collection.

(2) **Handicap Parking:** A Security Officer shall place a citation on any vehicle parked in a Handicap Parking space which does not have either a handicap license plate or a handicap placard on its rear view mirror.

(3) **Stop Signs:** A Security Officer will issue a citation for the failure of a vehicle to come to a complete stop (*a rolling stop is not a complete stop*) at any stop sign within the Wycliffe Golf and Country Club. The location of the Security Officer will vary throughout the community and will focus on obvious problem area(s).

The citation will state that it may be paid at the WCA Office within **TEN (10)** days or that resident can make a written request within **TEN (10)** days to have a Hearing before the Board of Directors who will schedule a Hearing by issuing a Hearing Notice. The failure to appear as scheduled will result in a recommendation to the Covenant Enforcement Committee to levy the parking citation fine. If the parking citation fine levied by the Covenant Enforcement Committee is not paid by the due date, further steps may be taken by the WCA for collection.

If the person committing the infraction is not a resident or vendor, that person may be asked who they are visiting or who they have just visited. The Security Officer may confirm with the homeowner the said identity and the homeowner will be advised of the infraction and that the homeowner will be issued the citation and will be responsible for payment.

(4) **Speeding:** A Security Officer employing radar will issue a citation for the failure to follow posted speed limits within the Wycliffe Golf and Country Club.

All fines are doubled if the speed is more than 45 M.P.H.

The speeding citation fine will state that it may be paid at the WCA Office within **TEN (10)** days or that the resident can make a written request within **TEN (10)** days to have a Hearing before the Board of Directors who will schedule a Hearing by issuing a Hearing Notice. The failure to appear as scheduled will result in a recommendation to the Covenant Enforcement Committee to levy the citation fine. If the parking citation fine levied by the Covenant Enforcement Committee is not paid by the due date, further steps may be taken by the WCA for collection.

If the person committing the infraction is not a resident or vendor, that person may be asked who they are visiting or who they have just visited. The Security Officer may confirm with the homeowner the said identity and the homeowner will be advised of the infraction and that the homeowner will be issued the citation and will be responsible for payment.

(5) **Other Violations:**

(a). Although vehicles are permitted to park on roadways at times other than “overnight” as defined herein and in the WCA governing documents, any vehicle parking in the roadway in front of a driveway of another unit not being visited, without the permission of the owner or resident of that unit, shall be prohibited. **The fine for this infraction shall follow “ALL improper parking.”**

(b). No vehicles shall be parked on any grass area anywhere within the Wycliffe Golf and Country Club other than immediately adjacent to the Wycliffe Community Association Building. **The fine for this infraction shall follow “ALL improper parking.”**

The citation fine will state that it may be paid at the WCA Office within **TEN (10)** days or that the resident can make a written request within **TEN (10)** days to have a Hearing before the Board of Directors who will schedule a Hearing by issuing a Hearing Notice. The failure to appear as scheduled will result in a recommendation to the Covenant Enforcement Committee to levy the citation fine. If the parking citation fine levied by the Covenant Enforcement Committee is not paid by the due date, further steps may be taken by the WCA for collection.

MENU OF FINES: *See attached menu!*

DWELLINGS

D.1 Antennae

No radio, television or other electronic antennae or aerial (including, without limitation, satellite dishes) may be erected or maintained anywhere on the Common Property (unless installed by the Declarant or the Association), or the exterior of any Unit (including the dwelling), without the prior written approval of the MC. {Declaration, Art. XIV, §1(I)}

D.2 Artificial Vegetation

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the MC. {Declaration, Art. XIV, §1(L)}

D.3 Signs

No signs, advertisements or notices of any kind, free-standing or otherwise displayed, erected shall be erected or displayed to the public view on any Unit, unless approved by MC. If permission is granted to any Owner to erect a sign within the Property, the MC [Modification Committee] reserves the right to restrict the size, color, lettering, and location of such sign. No sign shall be nailed or otherwise attached to trees. {Declaration, Art. XIV, §1(M)}

D.4 Clotheslines, Garbage Cans, Tanks

Clotheslines, garbage cans, storage tanks, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets and the Country Club Property. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from Units and shall not be allowed to accumulate thereon. All basketball hoops, backboards, storage tents, mechanical equipment, garbage can storage structures and other such items shall be subject to the approval of the MC. {Declaration, Art. XIV, §1(O)} No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within the Owner's Unit out of view of all other Units, the Common Property and the Country Club Property. {1989 Rules and Regulations #6}

D.5 Air Conditioning Units

Except as may be permitted by the MC, no window air conditioning units may be installed in any Unit. {Declaration, Art. XIV, §1(U)}

D.6 Mailboxes and Exterior Hardware

The style, design and color of all mailboxes must be in accordance with the Design Guidelines. {Declaration, Art. XIV, §1(Y)}

D.7 Walls and Fencing

Except as otherwise permitted by the MC, walls and fencing on a Unit shall not be permitted. {Declaration, Art. XIV, §1(DD)}

D.8 Hurricane Shutters

Hurricane shutters may be installed by Unit Owners provided they are harmonious with the exterior of the Unit. Such shutters may be either temporary or permanent and must comply with the Architectural Control Design Guidelines (Design Guidelines") for hurricane shutters as same are established from time to time. The Districts may be more restrictive on installation and use of hurricane shutters than set forth herein. Hurricane shutters for the front and rear of each home and for the side facing a street within twenty-five (25') feet can only be in place on a unit up to seven (7) days in advance of a tropical storm

and must be removed and/or opened within not more than seven (7) days after the danger of a tropical storm. Owners who are not residing at their Unit during a period when hurricane shutters may be in use must make necessary arrangements at their own expense to comply with these requirements and those established under the Design Guidelines.

Hurricane shutters for the sides of each home not facing a street within twenty-five (25) feet of a street may be put in place at the discretion of the Owner, however, all shutters shall be removed and/or opened after November 30 and may not be put into place before June 1, except and unless a tropical storm or hurricane watch is announced by the National Hurricane Center after November 30 or before June 1. In such an event, all shutters must be removed and/or opened within no more than seventy-two (72) hours following the lifting of such watch or warning.

The Association shall have no responsibility for the installation, closing, opening or removal of shutters. The Association shall have the authority, however, to enforce this subsection by all means available according to Florida law for violations of the Declaration of Covenants, Conditions and Restrictions as amended from time to time. {Declaration, Art. XIV, §1(FF)}

D.9 Emergency Generators

An ARB application is not required for a portable generator if the unit is stored in a garage or in a screen-enclosed patio with a suitable tarpaulin cover. If stored outdoors (other than the screened-in patio), then an ARB application is required.

A permanently fixed generator requires an ARB application.

When in operation, all generators should be located so that the exhaust fumes will not enter open doors or windows. A portable generator should never be operated inside a garage. Fixed generators must be landscaped and properly screened from view. Underground diesel or gasoline storage tanks are not permitted; they must be above ground on a concrete pad and landscaped so that they are not readily visible. Propane tanks must be located underground. The electrical connection must be made in accordance with applicable codes.

The generator may run from 7:00 AM to 11:00 PM. However, if the District Board certifies that the generator is no louder than a standard air conditioning unit, then the time restrictions may be waived. This test must be done with the generator loaded at least 50% of full load under the observation of the District Board, prior to an emergency situation. The judgment of the District Board will be final.

In the event the resident requires continuous power to operate a vital piece of life-saving equipment, the resident should first send a letter to the District Board asking for a waiver of the time restriction, with appropriate documentation from a medical doctor. The Board will review the request, and at its discretion, may grant a waiver of the time restriction. {Adopted by the Board, June 23, 2005}

D.10 Energy Conservation Equipment

No solar collector energy panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless approved by the MC and by any governmental authorities having jurisdiction. {Declaration, Art. XIV, §1(GG)}

D.11 Interior Window Treatments

No reflective windows or reflective window tinting shall be allowed. {Declaration, Art. XIV, §2(H)}

D.12 House Colors

Each District has the sole authority for determining the color of homes (including but not limited to screen enclosures, fences and hurricane shutters) within the District. {Adopted by the Board on May 26, 2005 and Amended by the Board on January 26, 2006}

D.13 Open House Policy

Homeowners or Realtors who are interested in having an Open House shall be required to submit an Application for approval to the WCA four (4) days in advance of the proposed Open House. All prospective buyers shall be called in prior to arrival or be escorted on the property by the homeowner or realtor. The homeowner will be issued a temporary authorization code, which code will expire after the date and time on the application. {Adopted by the Board on February 24, 2005}

LAND USE

L.1 Architectural Controls

No construction, which terms shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and Article XIV, Section 1(K) of this Declaration until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained. {Declaration, Art. XII, 2d¶} [These provisions require the approval of the Association's Modification Committee (MC) and, if structural construction is involved, the plans must be drafted by a licensed architect. The detailed provisions and forms are available from the WCA office.]

All ARB applications shall be simultaneously processed by the District and the WCA and approval from both the District and WCA shall be required. {Adopted by the Board on May 26, 2005}

L.2 Occupancy of Units

Whenever any Unit is owned or leased by a corporation, partnership, or trust, or other form of multiple ownership (other than Declarant), the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, the individual, his or her spouse and children, who shall be entitled to use the Unit and to exercise the rights of a Member hereunder. Only the designated individual(s), their servants and guests may use the Unit. After closing of the Unit the Owner may from time to time designate the individual or family who shall have the right to occupy the Unit and exercise the rights of a Member; provided, however, that the designation of the occupant for a Unit owned by a corporation, partnership or other form of multiple ownership cannot be changed more than three (3) times during any twelve (12) month period. ... {Declaration, Art. XIV, §1(B)}

No Unit may be occupied on a permanent basis by more than one (1) family comprised of the Owner's, their children and/or parents, unless otherwise specifically permitted by the Board of Directors. {Declaration, Art. XIV, 2(E)}

L.3 Leasing Restrictions

No Owner shall be allowed to lease his Unit more than twice each calendar year and no lease shall be for a period of less than three (3) months. No tenant may lease, reside in or occupy a Unit or Units in Wycliffe as a tenant for more than two times in their lifetime or for a period of more than twenty-four (24) months total in their lifetime. Additional leasing restrictions may be imposed by any given District. "Leasing" for purposes of these Rules and Regulations is defined as regular, exclusive occupancy of a Unit (regardless of whether a lease exists or rent is paid) and therefore subject to the Association

requirements and procedures regarding leasing. However, an Owner may permit members of the Owner's immediate family to reside in the Owner's Unit without the Owner being present, on a guest basis. If the Owner is not leasing the Unit to the family member, such occupancy by a family member as a guest is not restricted as a lease. However, the Owner is in all events responsible for all conduct of occupants.

All leases shall be in writing and shall be provided to the Board of Directors along with a Lease Addendum signed by the Owner and the tenant(s) in a form approved by the Association. Units may be rented only in their entirety; no fraction or portion of the Unit may be rented. Sublease of Units or renting of rooms is prohibited. The Owner of the Unit must make available to their tenant copies of all of the Wycliffe documents. All leases shall provide that the tenant shall be subject in all respects to the terms and conditions of the Wycliffe documents and that any failure by the tenant to comply with the terms and conditions of any of the Wycliffe documents shall be a material default and breach of the lease with the Owner. The lease shall also provide and the Association may require that the tenant shall post a security deposit with the Association in an amount not to exceed one (1) month's rent, for purposes of reimbursing the Association for any damage to the Common Area or the improvements thereon, caused by the tenant, their agents, invitees or licensees, or to reimburse the Association for any additional costs and expenses incurred by the Association in enforcing the terms and conditions of any of the Wycliffe documents. In the event the District Association where the Unit is located has the authority to collect a security deposit, then the District Association shall collect one security deposit for both the Association and the District Association. Prior to allowing a tenant to occupy a Unit, an Owner must submit the Association's standard form which contains information about the tenants and occupants and vehicles, a copy of the executed lease together with an application fee (in an amount determined by the Board of Directors from time to time), together with the security deposit to the Association. The Association may require additional information about the tenants and occupants if needed. Providing these items will enable the Association to efficiently issue automatic gate access for the tenant's vehicle(s). This requirement to provide the Association's standard form, a copy of the lease, a Lease Addendum, a security deposit, and pay an application fee constitutes an affirmative duty of an Owner to keep the Association advised of any change in occupancy of a unit and for the purpose of facilitating the management of the Association membership records. Any leasehold which does not comply with all the requirements of this paragraph, may be voidable by the Association within the Association's sole discretion. If the Owner defaults in payment of any monetary obligation to the Association while a Unit is leased, then the Association may require the tenant to pay the rent to the Association while a Unit is leased, then the Association may require the tenant to pay the rent to the Association sufficiently to satisfy the monetary obligation. This is in addition to all other remedies of the Association. {Declaration, Art. XIV, §1(C)}

L.4 Temporary Structures

No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. {Declaration, Art. XIV, §1(F)}

L.5 Easements

No Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without the prior written approval of the MC, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

Notwithstanding the foregoing, landscaping approved by the MC shall be maintained by each Owner, or in the case of a Townhouse, Duplex, Patio Home or Villa, the appropriate District Association or the Association, as the case may be, to the front, rear and side property lines of the Unit. {Declaration, Art. XIV, §1(N)}

L.6 Storage Facilities, Tool Sheds, Garden Houses and Garages

All storage facilities, tool sheds, garden houses and other similar Improvements approved by the MC, but excluding garages and cabanas, shall be attached to the dwelling so that such Improvements and the dwelling constitute a single structure. {Declaration, Art. XIV, §1(P)}

L.7 On-Site Fuel Storage

No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, fuel tanks for storage of fuel for ranges, ovens, dryers, water heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground or appropriately screened and approved by the MC. {Declaration, Art. XIV, §1(Z)}

L.8 Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than Declarant, the owner of the Country Club Property or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself, the owner of the Country Club Property and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow. {Declaration, Art. XIV, §1(V)}

L.9 Irrigation

No sprinkler or irrigation systems of any type which draws from any body of water within the Property shall be installed, constructed or operated by any person (other than the Association, or the owner of the Country Club Property), without the prior written approval of the Board of Directors and the Modifications Committee or other committee designated by the Board and of any governmental authorities having jurisdiction. ... Subject to the following provisions, private wells are permitted on the Property for irrigation purposes, provided the same are approved by any governmental authorities having jurisdiction, the Board of Directors and the Modifications Committee and shall conform to guidelines adopted from time to time by the Modifications Committee. ... {Declaration, Art. XIV, §I(X)}

L.10 Well Specifications

Below are the requirements for well installations (irrigation only) in Wycliffe:

1. Well must be drilled to a minimum depth of one hundred (100) feet to eliminate potential rust contamination of surface facilities.
2. The homeowner must provide a copy of the contract (prior to installation) including a drawing of the system, showing the disconnection and isolation of the city water system from the irrigation system. There must be a physical air break between the city water system and the irrigation system. In lieu of this drawing, the contractor may substitute the following statement in the contract: "The city water system will be disconnected and capped so there is no connection between the city water system and the irrigation system. There will be a physical air break in any case. After installation, the homeowner must submit a letter from the drilling company certifying that Wycliffe specifications have been met. The letter certifying that specifications have been met must be signed by an officer of the drilling company.
3. The homeowner must include in his/her application a statement holding the WCA harmless from any and all liability for any damages caused by the installation and operation of the well.
4. The system must include at least a one (1) horsepower pump and a one-hundredten (110)-volt time clock, or a one-and-one-half (1 and ½) horsepower pump and a two-hundred-twenty (220)-volt time clock.

5. Homeowners who choose not to install a rust preventive system must provide certified water quality tests made by a licensed testing company to confirm the pump discharge to the surface does not exceed 0.5 ppm iron content in the irrigation water.
6. After installation, water quality analysis samples shall be provided to the Board quarterly for a period of one (1) year to confirm that the water has a maximum iron content of 0.5 ppm.
7. If it is determined by the Board at any time that water is not rust free (0.5 ppm iron content), the homeowner must take remedial action at its own expense including the installation of a rust preventive system maintained by the homeowner. {Adopted by the Board on July 28, 2005}

L.11 Exterior Work

No work, whether building, repair, maintenance, landscaping or lawn work shall be performed outside of the Improvements constructed on any Unit prior to 7:00 AM weekdays and prior to 8:00 AM weekends. All such work shall be completed on or before 7:00 PM. {Declaration, Art. XIV, §2(D)}

CONSERVATION

C.1 Conservation Area-Restrictions on Use

The following uses or activities shall be prohibited within the Conservation Areas without the prior written approval of South Florida Water Management District or its successors:

- (a) construction or placing of buildings or other improvements on or above the ground, other than landscaping, bulkheads or pedestrian paths;
- (b) dumping or placing soils or other substances such as trash or hazardous materials;
- (c) removal or destruction of trees, shrubs, or other vegetation;
- (d) diking or fencings; and
- (e) any other use or activity which may be detrimental to drainage, flood control, water conservation, erosion control, fish and wildlife habitats, conservation or preservation of existing plant or animal life. ... {Declaration, Art. XIII}

In no event shall any boats of any type ... be used on the lakes or other bodies of water located within Wycliffe. {1989 Rules and Regulations #23}

C.2 Removal of Trees

In reviewing building plans, the MC, shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter shall be cut or removed without approval of the MC. {Declaration, Art. XIV, §1(K)}

C.3 Wetlands, Lakes and Water Bodies

All wetlands, ponds and streams within the Property, if any, shall be storm water retention facilities or aesthetic amenities only, and no other use thereof, including, without limitation, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. Fishing shall be allowed on that portion of the Common Property adjacent to the Owner’s Unit. Neither the Association nor the owner of the Country Club Property shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or mangrove shoreline within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Association, or as approved pursuant to Article XII of this Declaration. The elevation of the land shall not be altered and fill shall not be used to extend the boundaries of a Unit or to change the bulkhead line on

any Unit bounded by a wetland, lake, or other body of water unless approved in accordance with Article XII of this Declaration. {Declaration, Art. XIV, §1(EE)}

ASSESSMENTS

A.1 Covenant to Pay Assessments

In order to fulfill the terms, provisions, covenants and conditions contain in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's Common Property, Areas of Common Responsibility and areas covered by Shared Cost Agreements for the recreation, use and benefit of the Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay to the Association all assessments, including the Base Assessment, Special Assessments, Emergency Special Assessment, individual Assessment, and District Assessment. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Unit, and each Builder by acceptance of a deed or other instrument conveying a Pod or one or more Units, whether or not is shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder. The obligation for payment of all assessments shall commence when title to a Pod or unit is conveyed to the Owner, Member or Builder {Declaration, Art. VII, Sec. 8}

A.2 Effect of Non-Payment of Assessments

All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida law, from the date when due until paid. The assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Unit against which the assessment is made or against the Country Club Property, subsequent to the turnover of ownership and control to its membership, and shall also be the continuing personal obligation of the Owner or the owner of the Country Club Property and its members. ... {Declaration, Art. VII, §9} [Note that the Association may then record a lien against the property and bring an action in foreclosure.]

A.3 Collection of Special Assessments

If after thirty-one (31) days of the payment due date of a Special Assessment the payment is still outstanding, a reminder letter will be sent to the Unit Owner. If payment is still outstanding after the expiration of fifteen (15) additional days, a second letter will be sent to the Unit Owner informing the debtor that a 1.5% late fee will be added to the delinquent balance until the full amount has been paid. After sixty (60) days the account will be sent to an attorney for collection. {Adopted by the Board on May 26, 2006}

A.4 Suspension of Transponder Usage

The Covenant Enforcement Committee has the authority to suspend the use of transponders by Unit Owners or their lessees for violations of the Rules and Regulations as well as violations of the Declaration of Covenants, Conditions and Restrictions. {Adopted by the Board on January 29, 2008}

A.5 Suspension of Transponder Usage for Assessment Delinquency

If a Unit Owner is delinquent in the payment of any assessment for more than ninety (90) days, the Unit Owner's transponder(s) will be turned off until their account is paid in full. {Adopted by the Board on June 25, 2009}

RECREATION

R.1 Playground, Play Equipment, Strollers

All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit. No such items shall be allowed to remain in the open so as to be visible from adjacent property when not in use. Bicycles and scooters may only be ridden on paved streets or roadways and/or bicycle paths, if any. Bicycles must be operated in a safe manner and in accordance with traffic rules and regulations adopted by the Board of Directors from time to time. Notwithstanding the above, the Board of Directors may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected within the Project provided they are approved by the MC. ... {Declaration, Art. XIV, §1(AA)}

Bicycles, toys, or clutter shall not be left outside Units in view of other Units, the Common Property and the Country Club Property at any time and such articles must be stored within the Owner's Unit inside the improvements constructed thereon. {1989 Rules and Regulations #7}

R.2 Pools

No aboveground pools shall be erected, constructed or installed on any Units, except that above ground spas and Jacuzzis may be permitted as approved by the MC. {Declaration, Art. XIV, §1(BB)}

R.3 Recreational Activities

Recreational activities shall be restricted to areas designated by the Board of Directors. {Declaration, Art. XIV, §2(B)}

UTILITIES

U.1 Utilities

The central water and sewage system provided by Acme Improvement District, its successors or assigns for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Unit and his sewer line to the sewage collection line serving his Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the MC. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the MC. {Declaration, Art. XIV, §1(Q)}

U.2 Utility Lines

No overhead utility lines, including lines for cable television, shall be permitted within the Project, except for temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes. {Declaration, Art. XIV, §1(CC)}

MENU OF FINES

Each resident shall have the right to receive a **WARNING** for their first traffic offense. Thereafter, all fines below will be enforced after a **WARNING** has been issued. Payment is expected within **TEN (10) DAYS** at the Office of the WCA unless an Appeal has been filed requesting a Hearing with the Covenant Enforcement Committee.

- 1) **ALL improper parking** **Twenty-five Dollars (\$25.00) and/or to have vehicle towed (except Handicap Parking)**

Improper parking shall be defined as being on the incorrect side of street parking as well as parking in front of fire hydrants and mailboxes. Blocking driveway entrances (except for one's own driveway) and parking on the grass is also prohibited.

- 2) **Handicap Parking**
 - FIRST OFFENSE** **One Hundred Dollars (\$100.00) and/or to have vehicle towed**
 - SECOND OFFENSE** **One Hundred Dollars (\$100.00) and/or to have vehicle towed plus 90 day suspension of transponder privileges**

- 3) **Stop Signs**
 - FIRST OFFENSE** **Twenty-five Dollars (\$25.00)**
 - SECOND OFFENSE** **Fifty Dollars (\$50.00)**
 - THIRD OFFENSE** **Seventy-five Dollars (\$75.00)**

- 4) **Speeding**
 - FIRST OFFENSE** **Twenty-five Dollars (\$25.00)**
 - SECOND OFFENSE** **Fifty Dollars (\$50.00)**
 - THIRD OFFENSE** **Seventy-five Dollars (\$75.00)**

ALL FINES ARE DOUBLED IF THE SPEED IS MORE THAN 45 MPH

ALL TRANSPONDERS IN THE HOUSEHOLD SHALL BE SUSPENDED FOR TRAFFIC FINES NOT PAID AND WILL BE TURNED ON UPON PAYMENT