

RULES & REGULATIONS

WOODS WALK HOMEOWNERS' ASSOCIATION, INC.

NOTICE TO OWNER

PLEASE REFER TO RESTRICTIONS AND CODES AS MANDATED BY ALL APPLICABLE GOVERNING AGENCIES; CITY, COUNTY OR STATE ORDINANCES AND WOODS WALK HOMEOWNERS COVENANTS AND BY-LAWS.

THESE RULES AND REGULATIONS APPLY TO THE WOODS WALK HOMEOWNERS' ASSOCIATION

RULES AND REGULATIONS FOR WOODS WALK HOMEOWNERS' ASSOCIATION

REVISED JULY, 2019

Pursuant to the documents governing Woods Walk Homeowner' Association (hereinafter "Woods Walk" or "Association") the Board of Directors has the responsibility and authority for the operation of the Association, management of the Association Property and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to, or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Owners of Lots and Homes in the Woods Walk Community. The Owners shall at all times abide by said Rules and Regulations and shall ensure these Rules and Regulations are faithfully observed by their families, guests, tenants, occupants, invitees, servants, tenants and other persons over whom they exercise control and supervision.

These Rules and Regulations shall be cumulative with the covenants and occupancy and use restrictions set forth in the Declaration of Covenants and Restrictions for Woods Walk, **provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is not permitted.**

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

MAINTENANCE AND USE OF LOT:

General:

- All homes shall be used only for residential purposes, as a single family private dwelling for the owner, the members of his or her family, approved tenants and guests. Homes may not be used for business or for any commercial use which would increase traffic to the home.
- All homes must be maintained in good condition and repair at all times. Roofs and exterior walls must be free from mildew, mold, dirt or staining. Peeling paint on the exterior of a home, roof, fence or other exterior structure is prohibited.
- No miscellaneous items to be left in front yard, including but not limited to; bikes, toys, tools, containers, etc.
- No window air conditioning units are permitted in the front of any home.
- No clotheslines or drying yards or any other piece of equipment or thing upon which clothes or other articles can be hung or draped for drying purposes shall be erected, used, or permitted to remain anywhere **visible** from any street or property.
- Paint colors for the exterior and trim of homes must be approved by the ARB.
- Signs of any type are not permitted for display on or about the home or Lot with the exception of the following:
 - ✓ Official Notices of the Association
 - ✓ One “For Sale” sign not to exceed 3 feet by 2 feet in size and if placed on a post, the top of the sign shall not exceed 5 feet in height
- Solicitation by any persons anywhere in or about the community for any cause, charity or for any purpose whatsoever is prohibited.
- Yard sales will be limited to two (2) yard sales per residence per calendar year.

Changes to Homes/Construction/Repairs:

- No structures, changes or improvements of any kind, including but not limited to any building, wall, fence, sign, mailbox, landscaping, planting, swimming pool, basketball structure, outdoor play equipment, screen enclosure, driveway, sidewalk, drain, outside lighting, etc. (at the front/side or back of the home) shall be erected, placed or maintained on any exterior portion of the Lot without the written approval of the Architectural Review Board (“ARB”).

- Work that requires ARB approval shall not commence until the ARB issues written authorization/approval for the work and until Palm Beach County issues permits for the work (if the work is of a nature where permits are required). Homeowners must adhere to the specific rules set forth in the Woods Walk Homeowners governing documents and ARB guidelines.
- The use of commercial equipment that causes construction noise is expressly prohibited **before 8:00 a.m. and after 6:00 p.m.** Construction noise includes, but is not limited to the following: buzz sawing, drilling, mixing, digging, steam cleaning, and hammering.
- In the event that your mailbox is damaged, destroyed, stolen or in any way not functional, it is the responsibility of the homeowner to replace the mailbox. The mailbox must be the same design and color as the original mailbox. Contact the Management Company for the design specifications
- Properties are subject to a physical inspection by the property manager or other agent of the Association when all work is completed. Any damages to the Association property as a result of the construction/work shall be repaired at the sole cost of the Owner of the Lot where the work was performed and may be assessed against the Owner as a special assessment collectible in the same manner as other assessments as set forth in the Declaration. This includes clean-up of the street, swales and storm drains (if applicable).
- No construction material and/or debris shall be left at the front of the house for extended periods and the property must be cleaned daily after the day's work. If the Association must remove any debris on Association Property left by the Owner or Owner's agent, the Owner shall be assessed the cost of such removal which shall be collectible in the same manner as other assessments as set forth in the Declaration.
- Any and all access (machinery, human, supplies, etc.) to the rear-yard of the Lot where such work is being performed must only be made via the homeowner's property or with written permission from neighbors. Access is NOT permitted via any part of Association Property.
- Dumping of any supplies/materials (i.e.: gravel, sand, rebar, sod, soil, backfill, pavers, concrete, plants, etc.) in the roadways, sidewalks, neighboring properties and/or Association-owned property is strictly prohibited. All supplies/materials shall be strictly confined to the Owner's Lot.
- Any driveway staining, street damage, landscape damage, or other damage to the community caused by construction vehicles and/or negligence should be reported immediately to Management. Any such damage shall be repaired at the sole cost of the Owner of the Lot where the work was performed and may be assessed against the Owner as a special assessment collectible in the same manner as other assessments as set forth in the Declaration.
- All repairs and replacement of sod, landscaping, irrigation, etc. must be completed within fifteen days after the completion of construction.
- The approval of the ARB plans or specifications submitted for approval shall not be deemed a waiver by the ARB of the right to object to any of the elements embodied in such plans or specifications in the

event the same elements are embodied in a subsequent plan or specification submitted for approval on other Lots.

- The ARB shall review and approve or disapprove all plans submitted for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which may result to members of the Association. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARB shall not be responsible to review, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARB does not determine or assume any responsibility for the quality of construction or structural soundness of any improvements. No obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the ARB. Additionally, the ARB does not consider or evaluate plans to determine if the plans satisfy all applicable governmental requirements.

Landscaping: Swale and Residential Lots:

- No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall remain on any property. Dead and/or diseased plant material shall be removed and replaced with a suitable planting in a prompt manner. No vegetation shall be permitted to extend into neighboring yards or over onto the vehicle, pedestrian, or bicycle travel lanes, except for tree canopies, which canopies must maintain height clearance for vehicular, pedestrian, and bicycle traffic.
- Trees/shrubbery, etc. shall not be planted on or encroach upon any neighboring lot (including common property).
- No lawn ornaments or statues higher than three (3) feet are permitted.
- If the Owner makes changes to the landscaping on a Lot, it shall be the responsibility of the Owner to contact Palm Beach County to ensure that the removal of the plantings and/or the plant material to be installed is acceptable and in accordance with Palm Beach County Code. It is NOT the responsibility of Woods Walk Homeowners' Association to determine whether an individual Lot complies with the County Code.
- No obstruction to visibility at street intersections or access easement intersections, or obstruction of traffic control devices, house numbers or mailbox numbers, either in the form of landscaping or shrubbery or fence or other structure, shall be permitted at any time.

Lakes and Lake Lots:

- Only battery or wind power operated boats are permitted in the lakes. Swimming, or wading in the lake is strictly prohibited. From time to time, alligators, snakes or other wildlife may inhabit or enter into water bodies and land within or nearby the properties and may pose a threat to persons, pets or property. The Association cannot protect against such natural encroachments by wildlife and do not warrant or insure against any death, injury or damage caused by such wildlife. Any person witnessing dangerous wildlife in the Woods

Walk Community should immediately report same to the County, the Management Company and appropriate local authorities.

- The banks of the lake in the community may be used by the Association to maintain the lakes and for such other lawful purposes and access.

Fence- Type, Style and Placement:

Fence(s) and gate(s) must not exceed 6 feet. Any existing fences and gates as of the date of promulgation of these rules shall be permitted to remain on the Lot until removed or otherwise destroyed; provided, however, that replacement fences and gates must be approved by the ARB.

Basketball Hoops & Other Play Structures:

- No permanent Basketball Hoop backboards may be installed upon the residential lots, at any time. Poles to support temporary backboards may be installed with ARB review and approval.
- All play structures, to be secured/positioned to the ground, i.e. swing sets, play gym(s), Little Tyke structures, etc. MUST be reviewed by the ARB for size, placement, etc.

Holiday Decorations / Lights or Other:

- "Winter" holiday decorations or lighting may be placed on the exterior of the home(s) or its property on or after Thanksgiving Day of the calendar year and must be removed on or before January 15th of the subsequent calendar year.
- Other than as defined under "Winter" holiday times, in consideration of additional calendar holidays, decorations and/or lighting are permitted to be installed/displayed two weeks preceding a recognized calendar holiday and must be removed within two weeks following the end of said same holiday.

Hurricane Shutters/Panels and Hurricane Preparation:

- Non-removable hurricane shutters (such as accordion style shutters) shall only be installed with prior ARB review and approval.
- Hurricane shutters cannot be placed upon the home or otherwise closed until such time as intended landfall to our immediate area is within 72 hours OR as in accordance with a Hurricane local statement provided by the National Weather Service. (See NOAA for further definitions.) Further, hurricane shutters MUST be opened or removed within 72 hours following the end of such conditions unless another named storm is imminent to our area.
- In the event that a Hurricane Watch is issued by the National Weather Bureau or other threat of severe weather in the area around Woods Walk, all materials in exposed areas outside of a residence shall be removed from the exterior of the premises, unless such materials have been permanently affixed to the ground or the structure. Loose debris must be removed from the Lot or stored in the enclosed garage. Resident/Occupants shall comply no later than 36 hours before the anticipated arrival of hurricane force winds (winds of 74 miles per hour or greater).

- In the event that a Hurricane Watch is issued by the National Weather Bureau or other threat of severe weather in the area around Woods Walk, it shall be the responsibility of any owner/or its agent of the property upon which construction is occurring, and/or any contractor responsible for said construction, to ensure that all waste and trash resulting from the construction is contained on the Lot upon which the construction occurs. Said construction waste and trash shall be kept within an area that is either wire-fenced or otherwise secured within an enclosed containment structure to ensure that construction waste and trash are not on adjacent property. Debris in open containers shall be secured by weighting with sand, covered, lashed down or picked up by a container contractor.
- It shall be the responsibility of any owner/or its agent of the Real Property upon which construction is occurring, and/or any contractor responsible for said construction, to ensure that all road rights-of-way remain free at all times of all construction waste and trash resulting from such construction. After a severe weather watch or warning has been suspended, said owner and/or contractor must clear the road rights-of-way within 24 hours of any construction waste and trash material.

Parking and Streets:

- The speed limit throughout the community is 30 mph.
- Overnight parking (**midnight to 6am**) on the street is prohibited.
- Cars and/or other service vehicles may be parked on the street in front of homes on a temporary basis. Cars must be parked with the flow of traffic, and must not park in front of fire hydrants, driveways, mailboxes, sidewalks, etc. or to otherwise impede access.
- No vehicles may be parked side-by-side so as to impede the flow of traffic, including emergency vehicles.
- Parking on the grass/landscape areas, of either residential lots or common areas of the Association, is prohibited at all times. Parking or driving on any grass, including swale areas (area between sidewalk and roadway on your lot) landscaped areas, preserve areas, common property or any walkways within the community is prohibited. This includes mopeds, dirt bikes, gas powered vehicles, motorcycles, ATV's and golf carts. Damage incurred by any vehicle to the irrigation system, grass, landscaped areas, parking areas, preserve areas, the sidewalk or pavement will be charged to the Lot Owner.
- Parking at the tennis courts except when using the facilities is prohibited.
- No commercial or recreational vehicles shall be parked or stored on any property unless in a fully enclosed garage; except commercial vehicles may be parked temporarily throughout the day or when being used for pick-up, delivery, or the furnishing of commercial services. A “commercial vehicle” means any vehicle which has a sign or any other outward appearance of being used in a business.
- Whether a particular vehicle is among those prohibited hereunder in the Declaration shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall be the final arbiter of whether a vehicle falls within a category of prohibited vehicles.

- Vehicles in a state of disrepair or inoperable as defined in the Declaration, that are deemed to be unsightly or unkempt and those that are not legally or properly registered/tagged must be parked within the enclosed garage and shall not be visible from the outside of the home at any time.
- Commercial trucks shall be permitted to enter the property temporarily for pick-up and delivery and for repairs and maintenance services only, and only when authorized by a resident between 8:00 a.m. to 6:00 p.m.
- No vehicle that cannot operate on its own or that has an expired license or tag shall remain on the Association property for more than twenty four (24) hours.
- No repair of vehicles (except charging of battery and changing of a tire) shall be made on the Association property.
- The above parking rules and vehicle limitations and those set forth in the Declaration have been developed for the consideration and safety of ALL residents. Any violation of these regulations will result in towing of the vehicle AT THE VEHICLE OWNER'S EXPENSE without prior warning or violation sticker by Woods Walk or its agent. In addition, Woods Walk Homeowners Association shall be held harmless by the vehicle owner for any damages incurred as a result of towing of the vehicle due to a violation of the parking restrictions set forth herein and in the Declaration.

Animals, Pets, etc.:

- Pet(s) shall not be permitted off the residential property, except when on a leash, and under the control of its owner at all times.
- All leashes whether standard or retractable should not extend more than six (6) feet.
- Pets must not be curbed near the walkways, shrubbery, gardens or any other common areas.
- Owners shall assume full responsibility for any damage to persons or property caused by his or her pet. In the event said pet shall defecate in any public area or on a neighboring property, it is the pet owner's responsibility to clean it up and properly dispose of bags.
- Excessive barking, defecating on sidewalks or property of others without cleaning up, aggressive behavior by the animal toward others, and/or anything deemed to be a nuisance to others is strictly prohibited.
- In the event that an animal becomes a nuisance or vicious, the Board of Directors, may, in its sole discretion, demand that an animal be removed from the community upon five (5) days written notice to the pet owner.

Trash: Storage & Placement:

- Trash receptacles, containers, recycle bins, etc. MUST be stored outside of view from the street when not placed curbside for scheduled pick-up.

- Homeowners are permitted to place the trash receptacles, containers, recycle bins, etc. at the curbside the evening (dusk) prior to scheduled pick-up and must have these trash receptacles, containers, recycle bins, etc. removed from the curbside and outside of view from the street the night of the scheduled pick-up.
- Landscape debris or bulk/oversized items for disposal can ONLY be placed curbside the evening (dusk) prior to the scheduled pick-up. Should any of these BULK items NOT be removed by the trash disposal provider on the scheduled day, the items MUST be removed from curbside by the following morning and placed within an enclosed garage until next scheduled pick-up date.
- No trash or yard waste shall be placed on any of the storm drains within the community.
- No trash or vegetation shall be placed in the street or road side gutter.

Tennis Courts:

- Only registered owners or guests of Woods Walk may use the tennis courts.
- Tennis courts are available on a first come/first service basis.

Bicycles, Roller-skates, Skateboards, etc. on Common/Recreational Areas:

- Persons riding scooters, bicycles, roller skates/blades, skateboards or any similar device shall use care, yield to pedestrians.
- Scooters, bicycles, roller skates/blades, skateboards or any similar device are NOT permitted on the tennis courts.

Responsibility of Management and Employees:

- It is the duty of the Property Manager and property management company to conduct the day to day business of the Association as directed by the Board of Directors.
- Owners, tenants, residents or occupants of a Home shall contact the manager regarding issues involving the Association and shall not approach Board members at their homes or on the common properties.
- Employees of the Association and Management Company cannot perform private services for residents during working hours.

Fining and other Remedies:

- Every Home Owner, tenant, resident, occupant and/or guest shall comply with the Rules and Regulations as set forth herein, which from time to time may be amended or appended to, as well as the provisions of the Declaration of Covenants, By-Laws and Articles of Incorporation of the Association. Failure to comply shall be grounds for actions, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of the Owner, his family, guests, invitees, tenants, employees, or contractors to comply with any covenant, restriction, rule or regulation contained herein.

- The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a compliance/fining committee after the Association provides notice of the hearing by certified mail. Said notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the alleged violation; and, (c) the potential fine to be imposed.
- The party or parties, against whom the fine may be levied, shall have an opportunity to respond, present evidence, and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Committee.
- The Committee may impose fines against the applicable Owner and/or resident of \$100 per violation, per day up to a **maximum of \$1,000 aggregate for each continuing violation** until said violation has been remedied.
- Fines shall be paid **not later than 15 days** following the date of the notice of said imposition.
- These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Owner shall be in addition to any actual costs incurred for repairs or damages resulting from any such violation.
- All attorneys' fees and costs, including but not limited to filing fees, and other expenses necessary to the enforcement of these rules shall be paid by the Owner of the Lot to have violated these rules, regardless of whether a legal action has been filed.

Sales and Leases:

- All sales, transfers and leases of any Lot must be in accordance with the Association's Declaration and these Rules and Regulations. Sale of units shall be subject to the following requirements:
 - ✓ Prospective purchaser(s) must submit to the Association a completed Purchase Application Package, available from the property management office, at least 21 days prior to any scheduled closing date (all paperwork required by the applicant must be submitted at this time).
 - ✓ A non-refundable application fee of \$100.00 shall accompany the application for each purchaser, with the exception of a husband and wife or parent and minor child who shall be considered one person for purposes of the application fee.
- Leasing of units shall be subject to the following requirements:
 - ✓ Prospective lessee(s) must submit to the Association a completed Lease Application Package, available from the management office, at least 21 days prior to any scheduled lease commencement date (all paperwork required by the application must be submitted at this time).

- ✓ A non-refundable application fee of \$100.00 shall accompany the application for each occupant who is not a minor with the exception of a husband and wife or parent and minor child who shall be considered one person for purposes of the application fee.
- ✓ Unit owners may not lease their units if they are delinquent in payment of maintenance assessments or any other amount due to the Association.
- ✓ If leased, the unit must be leased in its entirety. Sub-leasing is not permitted.
- ✓ Only one lease of a Lot and home per year is permitted. All leases must conform to the Association's Documents, including but not limited to, the Association Rules and Regulations.
- The Application Package contains requests for information regarding all prospective Unit Owners or lessees, including personal information (for all purchasers, lessees and occupants), references (personal and financial), residence history and employment history. As part of the approval process, the Association may, in its sole discretion, run a criminal background search to assist in protecting the well-being of the Association and its membership. After the Association's Board has received the background check and reviewed the information, the Association will issue a written approval and/or disapproval.