

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Berkeley, as amended and/or supplemented from time to time (the "Declaration").

1. Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors and/or other persons for whom Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.
2. Observance of Governmental Requirements. All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
3. Improper Use. No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.
4. Nuisance. No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or such Owner's members, guests, invitees and tenants using any portion of the Community.
5. Disturbance. No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
6. Violations. Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Governing Documents (as defined in the Declaration), including all rules and regulations promulgated by the Association, and the Homeowners' Association Act (Section 720 of the

BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

Florida Statutes). All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration and the Homeowners' Association Act.

7. **Enforcement.** Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may suspend any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the Homeowners' Association Act.
8. **Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
9. **No Amendment.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

GENERAL (continued)

10. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to such Owner's Lot or the exterior of such Owner's Home without the prior written approval of the Architectural Control Committee ("Committee"). A security deposit in an amount determined by the Board may be required for certain improvements to cover incidental damages caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of improvements, additions, or alterations to such Owner's Lot or the exterior of the Home. All requests for Committee approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE"):

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the Committee. The Committee shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the Committee fails to approve or disapprove /a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The Committee shall employ the following minimum criteria for approval or rejection of requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.
- (iv) Consistency with municipal requirements.

If approved by the Committee, all construction shall be subject to the terms and conditions set forth in the Committee's approval, the Governing Documents, the Rules and Regulations, and any Governmental Requirements, including, without limitation, obtaining all proper permits.

BERKELEY PROPERTY OWNERS ASSOCIATION, INC. RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every of the following items:

1. **Painting.** The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements. No Home shall have the same exterior color scheme as either of the homes placed next to it whose front elevation is on the same street frontage.
2. **Metal or Aluminum Roofs.** Metal or aluminum roofs shall not be permitted.
3. **Temporary Structures.** No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
4. **Antennae.** No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Berkeley Documents and the Committee to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
5. **Screen Enclosures.** Approval for screen enclosures shall be limited to aluminum frame structures which are bronze color only and screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black). Kick plates may be approved which are no taller than 24" above the patio deck. Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry, except where functionality of the front door of the home is affected, in which event the enclosure may be extended, but only to the extent the enclosure is no more than 48" from the front door of the Home. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the Committee. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.
6. **Awnings.** An Owner shall not install or attach any awnings to such Owner's Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted, and restrictions relating to locations and the maintenance of the awnings.
7. **Exterior Lighting.** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Committee. Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
8. **Above Ground Swimming Pools and Spas.** Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless the entire spa is located under a covered patio area of the Home. Screen enclosures are not considered a covered patio area for purposes of this paragraph.
9. **Fountains and Sculptures.** All fountains and sculptures to be installed in the exterior of the Home must be approved by the Committee. Certain fountains may be considered for approval if installed with timers and if to scale with the area of installation. Approved fountains and sculptures may only be installed in the rear yard of an Owner's Lot, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. No fountain or sculpture shall be approved or installed which exceeds 48" in height. Fountains shall only be permitted to run between the hours of 8:00 a.m. and 11:00 p.m.
10. **Conversion of Garages.** Conversions of garages to air conditioned livable space shall not be permitted.
11. **Garage Door Screening.** No portion of the opening to any garage door may be covered or enclosed by screen material.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

12. Outdoor Furniture. Approval of outdoor furniture may be permitted only in the rear yard of a Lot, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components. BOD/ACC Committee approval required for outdoor furniture in the front of the home. All items must be neutral in color, and made of Metal, Wood or Resin wicker. NO chairs with/without storage, tables, high-tops, rocking chairs, benches with storage, or shoe racks permitted. Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.
13. Solar Panels. An Owner shall not install or attach any solar panel to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt and amend from time to time, guidelines governing the type, design and size of solar panels which may be permitted, and restrictions relating to locations and the maintenance of the solar panels.
14. Pergolas. Pergolas may be approved by the Committee, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. All pergolas must include concrete footers or other mechanism to permanently secure the structure and shall not exceed 10' in height. Trellises shall not be permitted.
15. Underground Propane Storage Tanks for Gas Appliances. No portion of an underground propane storage tank associated with gas appliances shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, drainage easements, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge easements, or (d) drainage swales on the Lot. In addition to the foregoing, the location shall otherwise comply with all Governmental Requirements and all applicable setback requirements set forth in the Berkeley Documents and Governmental Requirements. All applications to the Committee for approval of underground propane storage tanks shall include, in addition to other standard information: (a) the make, model, and propane capacity for the storage tank, (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee and all other Owners, (c) a survey showing the general location and placement of the storage tank. The survey shall depict (i) the size and location of the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the storage tank, and (ii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the storage tank encroaches thereon. A licensed and insured LP gas contractor must be used to install the underground propane storage tank and any necessary plumbing. The underground propane storage tank must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such storage tank is installed.
16. Setbacks. All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the appropriate development order for the Community as well as all other applicable Governmental Requirements.
17. Rear Yard Drainage Swale Easement. Except as expressly provided in this paragraph, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the Drainage Swale Easement (as defined in the Declaration) located in the rear five (5') feet of any "Non-Lake Lot", as provided in the Declaration. The Drainage Swale Easement shall be for drainage and flowage of storm water runoff, and the pipes and other ancillary equipment installed to provide for such drainage and flowage. Notwithstanding the foregoing, subject to approval from the Committee, an Owner of a Non-Lake Lot that is subject to the Drainage Swale Easement may install a fence, pool/spa deck, patio and/or screen enclosure within the Drainage Swale Easement on such Owner's Non-Lake Lot provided that such fence, pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not discharge storm water runoff from such improvement onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, all such improvements approved to be constructed within the Drainage Swale Easement shall be designed and constructed in a manner that will retain all such storm water runoff on such Owner's Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot.
18. Rear Yard Landscape Easement. Except as expressly provided in the following sentence, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within any Rear Yard Landscape Easement (as defined in the Declaration). Notwithstanding the foregoing, subject to approval from the Committee, each Owner whose Lot is subject to the Rear Yard Landscape Easement may install a fence across the Drainage Swale Easement and Rear Yard Landscape Easement to the rear property line of the Back to Side Lot. No landscaping or plantings installed by

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

Declarant may be removed from the Rear Yard Landscape Easement. Any dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Rear Yard Landscape Easement, for any reason

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required and must be approved by the Committee prior to such replacement.

19. Review and Inspection Fees. The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, processing Owner's request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The Committee may require such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the Committee shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Berkeley Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by an Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.
20. Security Deposit. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 Dollars (\$5,000.00)) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvement being requested. The amount of the security deposit may be increased or decreased as may be determined by the Board from time to time.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR
OPEN PATIOS, SCREEN ENCLOSED PATIOS AND POOL DECKS**

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for open patios, screen enclosed patios and pool decks. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every screen enclosure installation:

1. Approval for screen enclosures shall be limited to aluminum frame structures which are bronze.
2. Approval for screen enclosures shall be limited to screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black).
3. Kick plates may be approved which are no taller than 24" above the patio and/or pool deck.
4. Obscure screen materials shall be prohibited.
5. No enclosures shall be permitted at the front entries.
6. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the Committee.
7. Open patios, screen enclosed patios and pool decks must maintain the following setbacks, assuming drainage easements and other easements do not exist and assuming that any enclosure is built with a screen roof rather than a solid roof:

POOLS AND SPAS

Rear yard setback from edge of pool water to property line – non open space lots

Rear yard setback from edge of pool water to property line - open space lots (excludes LME)

Side yard setback from property line to edge of pool water (corner lots)

Side yard setback from property line to edge of pool water (interior lots)

Per building code
10.5'
3'
18'
10.5'

Rear yard setback from property line to screen – non open space lots

Rear yard setback from property line to screen – open space lots* (excludes LME)

Side yard setback from property line to screen – interior lots

Side yard setback from property line to screen – corner lots

7.5'
0'
7.5'
15'

* An "open space Lot" is a Lot that abuts an open space area fifty (50') feet or greater in width.

8. Except as expressly provided in this paragraph, no planting, landscaping and/or other improvement whatsoever, including, without limitation, hedges, trees, pool decks, patios, screen enclosures, etc. shall be permitted within the rear five (5') feet (the "Rear Yard Drainage Swale Area") of any "Non-Lake Lot" which for the limited purposes of this paragraph is defined to mean a Lot in which no portion of such Lot is abutting any portion of a lake maintenance easement. The Rear Yard Drainage Swale Area is for drainage and flowage of storm water runoff. Notwithstanding the first sentence of this paragraph to the contrary, subject to the prior written approval from the Committee, an Owner of a Non-Lake Lot may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Area provided that such pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not cause storm water runoff to discharge therefrom onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, no pool/spa deck, patio and/or screen enclosure to be constructed within a Rear Yard Drainage Swale Area shall be approved by the Committee unless such pool/spa deck, patio and/or screen enclosure is designed and constructed in a manner that will retain all storm water runoff within the Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the Committee for the installation of a fence across the Rear Yard Drainage Swale Area to the rear property line

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR
OPEN PATIOS, SCREEN ENCLOSED PATIOS AND POOL DECKS (continued)**

of such Owner's Non-Lake Lot, subject to the terms and conditions of the Berkeley Documents and the prior approval of the Committee.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every fence installation:

1. Bronze aluminum rail fences shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be five (5') feet, with pickets spaced no closer than three (3") inches on center and no thicker than one (1") inch, unless otherwise required by the Governmental Requirements.
2. No style of wood, PVC or chain link fence shall be approved.
3. Owners shall not be permitted to attach any items or objects to a fence without prior written approval from the Committee.
4. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.
5. No fence shall be approved or installed which encroaches into Association Property or other Lots, lakes, lake maintenance easements, lake maintenance access easements, open spaces, wetland mitigation areas, preserve tracts, conservation areas and/or wetland areas.
6. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the Home and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.
7. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction.
8. No fence shall be installed within the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated.
9. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line without the approval of the Committee, County and the utility company occupying the easement and without a removal and indemnification agreement as may be required by the County and/or Association.
10. For Back to Side Lots (as defined in the Declaration), fences may be installed within the Rear Yard Landscape Easement (as defined in the Declaration), subject to the approval and execution of fence removal and indemnification agreement with the Association and subject to all rules and regulations regarding the installation of Improvements within the Rear Yard Landscape Easements, including those set forth in the "Additional Guidelines for Additions and Alterations." For all other Non-Lake Lots, fences may be installed within the Drainage Swale Easement (as defined in the Declaration), subject to the approval and execution of fence removal and indemnification agreement with the Association and subject to all rules and regulations regarding the installation of Improvements within the Rear Yard Drainage Swale Easements, including those set forth in the "Additional Guidelines for Additions and Alterations."
11. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
12. For Lots with drainage easements, the approval and execution of fence removal and indemnification agreement with the Association and/or the County shall be required.
13. For any fence, if approved, the Owner shall be responsible to meet all Palm Beach County requirements and criteria including, but not limited to, proper permitting and surveying.
14. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – FENCES (continued)

15. Except as otherwise provided in the Declaration, no fence shall be approved which: (i) attaches to the boundary or perimeter fence or wall located within any Open Space Area or other Association Property; or (ii) would otherwise fence-in or enclose any portion of an Open Space Area or other Association Property.
16. Owners of a Lot to which access by the Association is impeded by the installation of the fence shall be responsible to cutting and maintenance of any hedge or other landscape buffer located with Association Property which is immediately adjacent to such Owner's Lot.
17. To the extent a hedge is required to be installed as part of the fence approval issued by the Committee, or in the event an Owner desires to install a hedge in lieu of a fence, such hedge shall be subject to the same rules as fences as provided herein and must comply with all fencing guidelines contained within the Berkeley Documents, including, without limitation, rules regarding providing access to perform the Association's maintenance obligations, and any and all height and location restrictions.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot:

1. **Location.** No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, lake maintenance access easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.
2. **Applications; Submittals.** All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.
3. **Screening.** Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of fences or hedges, or a combination thereof, as determined by the Committee. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any fence and/or hedges which may be approved as part of the screening requirements for the Generator System.
4. **Compliance with Governmental Requirements.** For any Generator System approved by the Committee, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.
5. **Underground Propane Tanks and Plumbing.** A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.
6. **Maintenance.** All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
7. **Required Removals.** For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
8. **Limitations.** Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

TRAMPOLINES

These Rules and Regulations regarding the use and location of trampolines are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline.

1. Approval

- a. No trampoline shall be installed or otherwise placed on the Lot of any Owner without the Owner first submitting an application and receiving approval from the Committee in accordance with the procedures outlined in Article VIII of the Declaration and the Rules and Regulations of the Association. Such application should include the make, model and specifications of the trampoline, a picture of the trampoline, and the intended designated location for placement of the trampoline on the Lot and such other requirements as may be set out herein, and as requested by the Committee and/or the Board.
- b. Dangerous Activity; Hold Harmless. By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline is an inherently dangerous activity, and the Committee's approval of the placement of the trampoline is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the Committee, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the Committee Members and the Declarant for any and all claims, damages, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, reasonable attorneys' fees, expert fees, and costs in any and all actions, judicial, municipal, legal or appellate, that may arise from the use and/or placement of the trampoline.
- c. The Committee, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case by case basis. The permitting of a trampoline on an Owner's Lot by the Board does not prohibit the Board from denying the placement of a trampoline on another Owner's Lot under similar circumstances.
- d. All Committee approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning the approved trampoline is stored indoors.

2. Placement

- a. The placement and use of a trampoline is only permitted in the back yard of the Lot.
- b. No trampoline is, or shall be, permitted on a Lot that is not completely fenced in.
- c. No trampoline shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.

3. Materials

- a. All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior.
- b. All trampolines must include a safety net designed to prevent the user from falling off.
- c. All trampolines must be capable of being stored indoors.

4. Remedies

- a. In the event the Owner does not properly care for or otherwise maintain the approved trampoline and the area immediately adjacent to and/or under the approved trampoline, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline from the Owner's Lot and dispose of the removed trampoline in a proper trash receptacle.
- b. All fees and costs related to the enforcement of these Rules and Regulations, without limitation, attorneys' fees, trash disposal, and lawn maintenance, shall be collectible by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

MAINTENANCE AND APPEARANCE OF HOMES

1. General. Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.
2. Personal Property. The personal property of an Owner shall be stored inside such Owner's Home or garage and not be visible to surrounding neighbors or from Association Property.
3. Hurricane Season. Each Owner who plans to be absent from such Owner's Home during the hurricane season shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible firm, person or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage and shall furnish the Association with the name of the designated firm or individual.
4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.
5. Window Decor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted, however, the color of any portions of a blind, decorative panel or window treatment which are visible from the exterior of the Home must be neutral and otherwise consistent with the color scheme of the existing improvements. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.
6. Landscape Material. No trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the Committee, including, without limitation, from any Rear Yard Landscape Easement. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the Committee.
7. Landscaping on Lake Lots. Any plans for landscape improvements or alterations shall be submitted for approval to the Committee. No landscaping shall be installed on Lake Lots which shall materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the Committee for landscaping on a Lake Lot may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create a material obstruction of a lake view. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot.
8. Landscape Maintenance. Every Owner shall maintain and care for: (i) any sod, lawn and landscaping which are encompassed within the Lot; and (ii) the grassed areas (including, without limitation, all landscaping thereon, if any) located between the front and/or side lot line of such Owner's Lot and the edge of the roadway in front and/or side of such Owner's Lot. In addition to the foregoing, the Lake Lot Owner of each Lake Lot shall maintain and care for the sod and lawn located within such Owner's Lake Bank Zone (as defined in the Declaration). The landscape maintenance shall include mowing, edging, fertilizing, hand-watering (if and to the extent necessary to supplement the Lot Irrigation System as defined in the Declaration), trimming of trees and landscaping, spraying of lawns, and replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees so that, at a minimum, the initial landscaping provided by Declarant is maintained). All lawns shall be maintained free from unsightly bald spots or dead grass and shall be uniform in texture and appearance with surrounding lawns within the Community.
9. Lot Irrigation System Maintenance. Every Owner shall operate, maintain, repair and replace the Lot Irrigation System designed for such Owner's Lot. A Lake Lot Owner of each Lake Lot shall also operate, maintain, repair

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

MAINTENANCE AND APPEARANCE OF HOMES (continued)

and replace the Lot Irrigation System providing irrigation to the "Lake Bank Zone" adjacent to such Owner's Lot and any Open Space Area designated for such Owner's Lot, as provided in the Declaration.

10. Alteration of Drainage. No sod, top soil, fill or muck shall be removed from Lots without the prior written consent of the Committee. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.
11. Air Drying. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.
12. Basketball Hoops. No permanent basketball hoops are permitted to be installed on the Lot. Temporary or mobile basketball hoops shall not be permitted except for temporary moveable units that are stored in a garage when not in use. When not stored, units must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.
13. Bicycles. All bicycles, other than those which are being used, shall be stored within the garage of the Owner's Home.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside Trash pick-up).
2. For curbside pick-up, Trash shall be placed in sanitary self-locking containers. All garbage cans must be stored in the garage of the Home and brought to the curb no sooner than 7:00 p.m. on the evening prior to the scheduled Trash pick-up. Empty garbage cans shall be returned to the garage of the Home within eight (8) hours of pickup.
3. No odors shall be permitted to arise from Trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.
5. Each Owner shall regularly pick up all Trash around the Home and Lot.

BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only on driveways, inside garages or in areas specifically designated as "parking areas" by the Association. No blocking of walkways or parking on the streets or swales is permitted.
2. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant shall be positioned in such a manner as to hinder, impede or obstruct: (a) ingress or egress to any other Owner's driveway, (b) passage across or within sidewalks and/or (c) traffic on the streets of the Community.
3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking lot. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
4. No overnight parking of boats and commercial vehicles is allowed unless within the garage of the Home and with the garage door closed. As otherwise provided for in the Declaration, commercial vehicles, trailers, motor homes and recreational vehicles shall not be parked in the Community.
5. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four (24) hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.
6. Disposal of drained automotive fluids is not allowed within the Community.
7. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two (72) hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
8. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
9. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
10. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
11. Car washing shall be permitted only on an Owner's driveway.
12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
13. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Association. All other golf carts shall be powered by electricity or by similar non-combustion means. When not in use, golf carts shall be parked or stored within the garage of the Home and with the garage door closed. Golf carts may only be operated upon the paved roadways located within the Community. Operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic and shall operate their golf cart in accordance with all manufacturers' and other safety recommendations. The operator shall not impede the flow of traffic. The Association may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Association determines such use is incompatible with the normal and safe movement of traffic. Any person operating a golf cart within the Community shall carry and maintain a valid driver's license. Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals and a windshield. Each owner of a golf cart operated within the Community shall keep the golf cart in good condition and appearance. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear. No owner of a golf cart may modify their golf cart in a manner that affects the recommended mode or operation, speed or safety of the vehicle. Appropriate written warnings and/or violations will be issued where deemed appropriate or necessary by the Association. The issuance of two written warnings or violations will suspend an Owner's golf cart privileges for one year. Three such warnings and/or violations within one year will permanently revoke such Owner's golf cart privileges within the Community.
14. All Owners, their family members, guests, invitees and tenants will obey the parking regulations imposed and/or posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of Owners.
15. The operation of motorized scooters, go-carts, and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

PARKING AND VEHICULAR RESTRICTIONS (continued)

used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.

16. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ANIMALS AND PETS

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and "Dangerous Dogs" – all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine in its discretion, a maximum number of pets permitted per household.
2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited. Free-ranging domestic animals (i.e., domestic animals that spend all or a portion of their time outdoors where they may prey on wildlife) are also prohibited and shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property.
5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal in the Community.
6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.
7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.
12. No Owner shall inflict or cause cruelty upon or in connection with any pet.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ANIMALS AND PETS (continued)

13. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Berkeley Documents.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

USE AND ENJOYMENT OF LAKES

1. Owners, and their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing in the Lakes. Notwithstanding the preceding, an Owner shall only access a Lake from the Lake Maintenance Easement which immediately abuts such Owner's Lot if such Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different Lake or another area of the same Lake, then access to the Lake shall be exclusively from the Lake Maintenance Easement area abutting Association Property. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than Lake Lot Owners whose Lots abut the Lake shall not be permitted access to the Lake.
2. No Owner shall be permitted access to or to fish from any Lake Maintenance Easement or Lake Bank area which immediately abuts a Lake Lot owned by another Owner.
3. Lake Lot Owners and their family members, guests, invitees and tenants shall be permitted to operate non-motorized and electric watercraft in the Lakes immediately abuts such Owner's Lot. No other persons shall be entitled to operate watercraft in the Lakes. Watercraft size shall be limited in size to 18' in length.
4. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
5. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or within the Lake Maintenance Easements along the rear yards of Lake Lots.
6. Swimming and the operation of fuel-powered watercraft in the Lakes are prohibited.
7. No watercraft (including watercraft permitted to be used within the Lakes of the Community) or trailers may be stored on Lake Banks, Lake Maintenance Easements or Lake Maintenance Access Easements within the rear yard of a Lot or otherwise visible in any manner on a Lot.
8. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.
9. Littoral plantings are installed in accordance with the permitting requirements of the Palm Beach County Environmental Resource Management Department and the Water Management District and may not be altered, relocated, destroyed, damaged or removed by an Owner.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner. No Home, or portion thereof, shall be sub-let.
2. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Berkeley Documents.
3. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the Berkeley Documents.
4. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due the Association. Even if such lease addendum is not included, each lease entered into by Owner for a home shall be deemed to include the foregoing reference.
5. All leases shall provide for a minimum lease term of seven months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant. No Home may be rented more than one (1) time during any twelve (12) month period.
6. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Berkeley Documents and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
7. The Owner shall provide the Association with a copy of all executed leases in their entirety for the Home.
8. A person occupying a Home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of the Declaration and these Rules and Regulations which apply to tenants.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

MISCELLANEOUS RULES AND REGULATIONS

1. Signs. No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvement in the Community (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale", "For Rent", "By Owner" or any other similar sign for the sale or renting of a Home for so long as Declarant owns a Lot in Berkeley or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later.
2. Barbecuing. If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.
3. Chemicals. Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or underground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, (b) those substances used for normal household or yard maintenance use, and (c) an underground propane tank associated with a Generator System approved and installed pursuant to the "Additional Guidelines for Additions and Alterations – Permanent Generators" as set forth above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.
4. Moving. Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 am and 9:00 p.m. Portable self storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.
5. Solicitation. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.
6. Hunting, Trapping or the Possession/Use of Firearms. Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit an Owner from keeping a lawful firearm: (a) in such Owner's Home, or (b) on such Owner's person strictly in accordance with a lawfully issued Florida concealed weapons license.
7. Recording and Broadcasting of Association Meetings. Owners shall provide not less than twenty-four (24) hour advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Facebook Live, or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and Special meetings of the Members scheduled in accordance with the Berkeley Documents; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

"Recreation Tract" as used herein shall mean and refer to the Recreation Tract (as defined in the Declaration) and any portion thereof, including, without limitation, recreation amenities, facilities and equipment located thereon and therein.

1. Responsibility:

- a. ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT, SHALL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Association Property in general, including but not limited to the Recreation Tract. Persons using Association Property, including but not limited to the Recreation Tract, agree not to hold the Association or the Board liable for actions of any nature occurring within Association Property, including but not limited to the Recreation Tract.
- b. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for his/her actions and the actions and conduct of such Owner's family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- c. Any damage to Association Property, including but not limited to the Recreation Tract, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
- d. The use of the Association Property, including but not limited to Recreation Tract by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
- e. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreation Tract regardless of where such property is kept, checked, left or stored on the premises.
- f. The Association shall have the right to require Owners (on behalf of themselves and their family members) and Owners' guests, invitees and tenants (on behalf of themselves and their family members) to execute a Recreation Amenities Release and Waiver in a form acceptable to Association prior to: (i) use of the Recreation Tract, and/or (ii) participation in any activities sponsored, promoted or set up by the Association.

2. General Use Restrictions:

- a. The Association Property, including but not limited to Recreation Tract shall be solely for the use of the Owner and such Owner's family members, guests, invitees or tenants, subject to the provisions of the Berkeley Documents. The Association retains the right to limit the number of guests or invitees per household that are permitted to (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
- b. Residents shall accompany and remain with their guests and invitees to the Recreation Tract.
- c. The use of the Recreation Tract by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
- d. Pets shall not be permitted in the Recreation Tract.
- e. The walkways and entrances of the Association Property, including, but not limited the Recreation Tract, and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.
- f. No grilling, barbecuing or cooking of food shall be permitted within the Association Property.
- g. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Fitness Center and the facilities and/or amenities therein.

3. Cleanliness:

- a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT (continued)

all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreation facilities or other Association Property.

- b. No personal articles shall be allowed to stand overnight in any of the Association Property.
 - c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within in the Association Property, including but not limited to the Recreation Tract.
4. Renting of the Party Pavilion:
- a. All reservations of any area of the Party Pavilion by Owners must first be approved by the Board. Renting of the Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Association's form of rental agreement, if any.
 - b. Any Owner or other authorized person reserving the Party Pavilion shall have the care, custody and control of the Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Party Pavilion, and the furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using the Party Pavilion shall be responsible for the care and cleaning thereof. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Party Pavilion.
 - c. Owners wishing to reserve the Party Pavilion must first contact the Association manager to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Party Pavilion or its components, and if the Party Pavilion is left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.
 - d. All community events and meetings shall supersede the use of all other events at the Party Pavilion.
 - e. Rental of the Party Pavilion for use by any social, fraternal or political organization shall be prohibited.
5. The Board has and reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including but not limited to the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

RULES FOR THE FITNESS CENTER AND MULTIPURPOSE COURT

1. Rules for Use of Fitness Center:
 - a. Fitness Center shall be open 24 hours a day, 7 days per week. Fitness Center hours may be changed by the Board from time to time.
 - b. USE OF THE FITNESS CENTER AND EQUIPMENT THEREIN SHALL BE USED AT THE RISK OF THE PERSON EXERCISING.
 - c. All persons thirteen (13) years of age and younger shall at all times be accompanied by an Owner or supervising adult who is eighteen (18) years of age or older when using the Fitness Center.
 - d. No smoking in the Fitness Center therein shall be allowed.
 - e. All belongings shall be removed from the Fitness Center when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
 - f. No immoral, offensive or unlawful use shall be made of the Fitness Center. All Governmental Requirements shall also be strictly observed.
 - g. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.
 - h. Athletic shoes and shirts shall be worn at all times.
 - i. As a courtesy to others, people exercising are requested to allow others to work in with them.
 - j. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
 - k. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the Fitness Center for that purpose.
 - l. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate, careless or irresponsible behavior resulting in damage to the Fitness Center, accessories and/or any related equipment caused by the Owner and/or Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
 - m. Boisterous or profane language shall be not used in the Fitness Center.
2. Use of the Fitness Center shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".
3. Rules for Use of the Multipurpose Court:
 - a. The Multipurpose Court is open from 8:00 a.m. until 10:00 p.m.
 - b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
 - c. The Multipurpose Court is limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
 - d. The Multipurpose Court is restricted to the playing of appropriate games or game related activities (i.e., exhibitions and clinics) only.
 - e. No one shall be permitted on the Multipurpose Court except those persons playing.
 - f. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the Multipurpose Court.
 - g. All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult eighteen (18) years of age or older when using the Multipurpose Court and shall not disrupt the play of others.
 - h. No intoxicants, smoking, food or breakable containers shall be permitted on the Multipurpose Court.
 - i. All belongings shall be removed from the Multipurpose Court when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

**BERKELEY PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

RULES FOR THE FITNESS CENTER AND MULTIPURPOSE COURT (continued)

- j. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the outdoor court and/or related equipment caused by the Owner, his/her family members, tenants, guests, invitees and others for whom Owner is responsible.
 - k. Use of the Multipurpose Court by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
4. Code of Conduct for the Multipurpose Court:
- a. Boisterous or profane language shall be not used by players or spectators.
 - b. Walking behind or through the Multipurpose Court during play shall be prohibited.
 - c. Entering or leaving a Multipurpose Court shall only occur when the play of other players is stopped.
 - d. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the Multipurpose Court. Black soled sneakers shall not be permitted.
5. Use of the Fitness Center and Multipurpose Court shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".