

Lantana Pines Enforcement Procedure Policy

1. Management will send a **First Violation** letter by regular first class mail. Such letter will be sent to the Owner at their address of record, (and copy of same to the violating tenant or occupant of the Owner's unit if applicable and depending on the violation). This letter will explain the violation and require that it be corrected, as well as inform the resident that they are subject to a fine or legal action of the violation if not corrected within 15 calendar days. A copy of the Rules and Regulations will be included with each letter.
2. When the time frame provided in the initial violation letter expires, (15) days, and if the violation has been corrected, Management will send a **Final Violation** letter by regular and first class certified mail. Such letter will be sent to Owner at their address of record, (and copy to violating tenant or occupant of the Owner's unit if applicable). This letter will refer to the First violation letter sent and inform the Owner/Tenant that if the violation is not corrected within (15) days, a fine may be levied against the Owner/Tenant in the amount of \$50.00 per day per violation up to a maximum of \$1000.00. The final violation letter **will also serve** as a **Hearing Notice**, informing the Owner/Tenant of a scheduled hearing to be held during the following Months Board meeting.
 - a. For re-occurring violations that cannot be corrected after the fact (i.e. garbage cans left out), Management will send one warning letter, informing the Owner/Tenant that a second infraction will result in the consideration of a fine.
3. At each monthly Board of Directors meeting the Covenants Enforcement Committee (CEC) will review all fines levied by the Board through this process and approve or disapprove same. The Committee shall then send a notice, **no later than 21 days after the Monthly Board meeting**, to all Owners/Tenants sought to be fined (including those Owner/Tenants who did not attend the meeting) regarding whether the fine is approved or disapproved by the CEC or the course of action to be taken by the Board. This notice should inform the Owner/Tenant who are fined that they have (30) days from the date of the notice within which to pay any outstanding fines and correct the violation (if not already done so), or the Association will pursue its legal remedies including brining a lawsuit to correct the fine and compel the Owner/Tenant to correct the violation.
4. If the fine is not paid and/or the violation not corrected Management will turn the file over to legal counsel for further enforcement. At that time the **Associations Attorney** will send the Owner a demand notice that if the fine and or the violation is not corrected within (15) days of said notice, the attorney will file an action for injunctive relief to obtain a court order requiring correction of the violation and an action for damages to collect the fine.

The Covenants Enforcement Committee (CEC) will consist of at least three (3) members and (2) alternate members, who will be appointed by the Lantana Pines Board of Directors annually. A quorum of three (3) CEC members must be present in order to conduct any CEC meeting.

RULES AND REGULATIONS OF LANTANA PINES HOME OWNERS
ASSOCIATION
(CONDENSED FROM RECORDED DOCUMENTS 1993)

SECTION 1 RESIDENTIAL USE - The property shall be used for residential living and for no other purpose. No business or commercial enterprises may be conducted on any lot or unit. This includes the prohibition of soliciting or yard sales by any resident or non-resident.

SECTION 2 AUTOMOBILE STORAGE AREAS - No automobile garage shall be permanently enclosed or covered to another use. No carports shall be permitted unless approved in writing by the Board of Directors. All garages must have doors which are maintained in a useful condition.

SECTION 3 WINDOW AND AIR CONDITIONING UNITS - No window or wall air conditioning units shall be permitted.

SECTION 4 STRUCTURES - No platform, dog house, play house or structure of any kind or nature shall be constructed on any property unless prior written approval of the Board of Directors is obtained.

~~**SECTION 5 CLOTHES DRYING AREA** - No portion of any of the Properties shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened by fencing or landscaping from view for adjacent property or streets. (Not Enforceable at this time.)~~

SECTION 6 GARAGE AND TRASH CONTAINERS - No lot shall be used or maintained as a dumping ground for rubbish, trash or any waste. All trash, garbage and other waste shall be kept in sanitary containers except during pickup. Pickup days for normal household garbage are Tuesday and Friday. Yard trash and clippings are picked up on Tuesday and recyclables are picked up on Friday.

SECTION 7 TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporary or permanently.

SECTION 8 SIGNS - No sign of any kind shall be displayed to the public view or any lot or in any unit unless the size and design of all signs have received the written approval of the Board of Directors. Real Estate signs no larger than 12" x 18" may be placed inside front window.

SECTION 9 NUISANCES — Nothing shall be done or maintained on any lot or to any unit which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

SECTION 10 PETS - No animal of any nature or type whatsoever shall be kept or maintained on any part of the property except each unit may keep not more than two(2) dogs, cats or other household pets normally and customarily kept, harbored and maintained in strictly residential areas. No owner shall cause nuisance to adjoining lot or unit owners by maintaining more pets than can reasonably housed and maintained upon your property.

SECTION 11 VEHICLE OR BOAT STORAGE — No trucks, in excess of 1/2 ton rated capacity, motorcycles, commercial vehicles, boats, trailers including boat trailers shall be stored on any lot or in any driveway of any residence or any parking area which may be in front of, adjacent to or part of any Residential Unit as a habitual parking place. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment including station wagons which bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the properties in such a manner as to be visible from any point on adjacent property or the street.

SECTION 12 TV AND CB ANTENNAS — The installation of TV or CB antennas is not permitted on any lot area or the exterior of any residence.

SECTION 13 — No structure or appliance which will interfere with maintenance of a lot may be placed or maintained thereon.

SECTION 14 — Garbage containers may be placed in the open on any day that a pick up is to be made at such place as will be accessible to persons making such pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property.

SECTION 15 SINGLE FAMILY OCCUPANCY — No unit may be occupied by any time by more than one family.

SECTION 16 LEASES - No lot or unit may be leased more than once in a twelve month period. No lease of a lot or unit shall be valid unless it is approved in writing by the Board of Directors of the Association and contains a provision binding the lessee to the observance of the rules and regulations of the Association and provides that a violation of these rules and regulations is a default under the lease. A rental application form, available from the management company, two copies of these rules and regulations signed by the tenants and processing fee must accompany a copy of the lease for submission to the Board of Directors of the Association for approval prior to move in. Failure to comply will be considered a violation and enforcement may include declaring the lease invalid and bringing an action for eviction under Florida Landlord Tenant Act.

SECTION 17 INTERIOR WINDOW COVERING — The interior of the windows of unit shall not be covered in a manner visible from the exterior of the unit by any material other than curtains, drapes, shades or shutters of at least ordinary residential quality. Bold colors or designs must be lined with an off-white fabric.

ARCHITECTURAL CONTROL — No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure of planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the Architectural Control Committee of Board of Directors of the Association. Any change in the outward appearance of any improvement including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills or the like, shall also require approval in writing by the ACC or the Board before any work is commenced. Refusal of approval of plans, specifications or location may be based upon any grounds, including purely aesthetic considerations, which the ACC or the Board, in its sole and uncontrolled discretion deem sufficient.

SWIMMING POOL — Regulations are posted at the pools. Gates at pools are to remain locked to prevent vandalism and the possibility of small children wandering in and drowning. Keys for pool gates can be obtained from any Board member. After the first issuance, replacement will be at current cost of at least \$25.00.

UNIT MAINTENANCE — If exterior maintenance upon any Residential unit or upon any Residential unit or upon any structure containing units which in the Association's opinion, is being maintained in a sub-standard manner for a community of the quality of the Properties, the Association shall notify the owner of said unit or units, in writing, of the nature or the condition to be corrected. If the owner has not corrected same within thirty (30) days from date of notice, the Association may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The cost of such maintenance shall be assessed against the owner, but shall not be considered part of the annual maintenance assessment or charge.

PEST CONTROL — Owners will be responsible for pest control on their trees and shrubbery and for termite control for their residence.

For the complete documents governing unit owners, residents and/or tenants please refer to the Articles of Incorporation, By-laws, Declaration of covenants, Conditions and Restrictions of Lantana Pines and Amendments there to issued to date and filed as deed restrictions at the Palm Beach County courthouse.

LANTANA PINES — VEHICLE AND PARKING
RULES AND REGULATIONS

PURPOSE: To provide appropriate regulations governing on and off street parking within Lantana Pines to comply with Emergency Services such as Law Enforcement, Fire, Ambulatory & Rescue and to assist with mail deliver, garbage and maintenance service providers.

INFORMATION: To maintain the community appearance, all parking must be on paved areas. There is no parking allowed on grassed areas, swales, roadway islands or empty lots within Lantana Pines. In addition, most of the streets within Lantana Pines are narrow and there is insufficient room for two cars to pass if vehicles are parked alongside the roadways. As a result, there is limited parking in various areas and prohibited parking within other areas. Vehicles cannot be parked in a way that would block either vehicular or pedestrian traffic.

NO PARKING: There is NO PARKING within 30 feet of any STOP sign, within 20 feet of any corner, in ANY TURN-ABOUT, on any grassy areas, swales, roadway islands or empty lots. Vehicles shall not block any driveway, mailbox or any intersection. Vehicles shall not be parked within any of the POSTED NO-PARKING AREAS, in a direction opposite traffic (vehicles must be parked with the flow of traffic for that side of the road) or along both sides of any street.

LICENSE AND REGISTRATION: All vehicles within Lantana Pines must have a current private vehicle license plate displayed. Any unregistered, unlicensed or expired vehicle must be kept in a resident's garage. If no garage is available, then the vehicle must be removed from the community.

COMMERCIAL VEHICLES: NO COMMERCIAL VEHICLES may be habitually parked within Lantana Pines unless in a resident's garage. The term "Commercial Vehicle" includes: 1) any automobiles, trucks and vehicular equipment that bear signs or have printed on the vehicle any reference to any commercial or private undertaking or enterprise; 2) any vehicle with a rated capacity above 5000 lbs; 3) any vehicles with equipment which is used for or intended to be used for obvious commercial purposes or services or have equipment on them for the same purpose. The type of equipment on vehicles includes ladder racks, fuel and oil containers, power equipment, etc.

EXCEPTION: Commercial and Contractor vehicles (such as pest control and repair services) which use equipment required to perform their services may temporarily park directly in front of the work area while the work is ongoing. Extreme care must be taken to ensure that the roadway is not blocked.

BOATS, TRAILERS, RECREATIONAL VEHICLES, ETC: NO BOAT, TRAILER, MOTORCYCLE or RECREATIONAL VEHICLE may be parked within Lantana Pines unless in a resident's garage. The term "recreational vehicle" includes but is not limited to motor homes, campers, trailers of all types and any vehicle intended for recreational purposes.

Boats, trailers and recreational vehicles may remain overnight where a resident is beginning or ending a trip. The recreational vehicle, boat or trailer must be clean and in good condition and parked in the resident's driveway such that it does not block any street, sidewalk or other resident's driveway. No recreational vehicle may be parked overnight on any street or common area.

MAINTENANCE AND REPAIR: No vehicle may be disassembled, serviced or repaired on the properties in such a manner as to be visible from any point on adjacent property or the street. Emergency repairs and service such as tire changing, jump-starting or fluid level checking is allowable.

DAMAGED OR INOPERABLE VEHICLES: Damaged or inoperable vehicles may not be parked outside of a garage regardless of the status of the license and registration. If it is late at night or over a weekend or Holiday and the resident is unable to remove the vehicle from the community or store it in a garage, then placing it in the driveway is allowable until

the next business day. The vehicle must be parked in the resident's driveway such that it does not block any street, sidewalk or other resident's driveway.

VIOLATIONS: ~~Any vehicle found in violation for the first time will be ticketed with a warning that within 24 hours the vehicle may be towed if the violation remains uncorrected. Any vehicle found in violation after the first offense may be towed without further notification to the vehicle owner.~~ (Note Enforceable at this time.)

TOWING: ~~Abandoned, un drivable and illegally parked vehicles may be towed. Towing may be done without notification to the vehicle owner and all cost incurred are the responsibility of the vehicle owner. Any vehicle illegally parked blocking access to any intersection, turnabout or another resident's driveway or mailbox is subject to immediate towing if the owner of the vehicle cannot be readily notified.~~ (Not Enforceable at this time.)

ENFORCEMENT: Parking requirements are enforced using ticketing notices and warnings, violation letters if a vehicle owner's address is know and towing as a last alternative.

SUPPLEMENTS: Covenants and Restriction, Article IX, section 11; and Article IX section G; ET. Al.
Effective as of this 11th day of March, 2002.