

Dear Neighbors:

The newest version of the Rules and Regulations for the Palma Vista at Ponte Verde Homeowners Association are set forth in the enclosed document for your use and information. **They apply to all Owners, residents, guests, and tenants.**

The objective of the Rules is to provide a document which establishes a basis whereby we can all live together in a congenial, respectful, and safe environment.

The Board of Directors has reviewed and approved these Rules and believes that the provisions will well serve the purpose for which they are intended. The Board will continue to examine how the Rules affect daily activities in our community and make revisions and additions, as necessary. Any suggestions which you may have for amendments or additions will be welcomed and considered by your Board.

Board of Directors,

These Rules and Regulations are designed for the mutual benefit of all members ("Owners") of the Palma Vista at Ponte Verde community and the Palma Vista at Ponte Verde Homeowners' Association ("Association"). They shall apply to and be binding upon all Owners and, by transference, to any party who an Owner shall authorize to enter the Palma Vista property.

1. Responsibility

With respect to compliance with the Declaration of Covenants, Articles of Incorporation and By-laws, hereinafter "Governing Documents", and these Rules and Regulations, an Owner may be held responsible for the actions of his/her family members, guests, invitees, tenants, contractors, and other persons for whom he/she is responsible, as well as for the actions of persons over whom he/she exercises control and supervision.

2. Observance of Laws

All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction 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 (such as the storage of highly flammable material or explosives) shall be made of the Association property or any home or lot. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction and all Homeowners Association rules shall be observed. In any case where a resident has the slightest doubt about whether a use is permitted, the Board of Directors ("Board") shall be requested to rule in advance.

4. Nuisance

Nothing shall be done within the Association property or any home or lot which interferes with the peaceful enjoyment and possession or proper use of other homes or the surrounding areas nor anything which tends to cause any embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees, and tenants who are 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: (a) horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, excessively noisy power equipment, noisy motorcycles, or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, television, musical instruments, or any other noise producing items at times or at volume levels which shall disturb others.

6. Signs

To the extent consistent with Constitutional constraints, no sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed to a lot or home or any element of the Association property.

7. Moving

Owners or Tenants who are moving in or out of the community shall do so between the hours of 8:00am and 9:00 pm

8. Solicitation

All door-to-door solicitation is prohibited. Placing materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written approval is granted by the Board.

9. Violations & Enforcement

Violations of any of the Governing Documents and/or Rules and Regulations shall be reported immediately to the Board or its designees in writing and shall subject the responsible Owner and/or violator to any and all remedies available to the ASSOCIATION pursuant to the Governing Documents and these Rules and Regulations. Adjudication concerning violations shall be conducted by the Grievance Committee and the Board in accordance with the Declaration.

10. Conflicts with Other Documents & Waivers

It is not intended that the Rules & Regulations shall amend any other governing document. In the case of any apparent conflict between these Rules and Regulation and the Declaration, the provisions of the latter shall govern. Any waiver by the Board of the Rules & Regulations and/or consents or approvals may be altered or reversed by the Board at any time and shall apply only to the individual or situation which led to its adoption and not be considered to set a precedent.

11. Amendments

The Board reserves the right to amend, clarify or add to these Rules & Regulations at any time, by majority vote of the Board.

II. ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alterations to his Lot or the exterior of his Home without the written approval of the Architectural Control Committee ("ACC"). All requests for ACC approval of any "Improvement" (as defined below) must be on the form designated for this purpose by the Association which will be available from the Association's property manager.

A. GENERAL RULES AND GUIDELINES

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") must be reviewed by and have written approval from the ACC **prior to** the commencement of work. (The term "Improvement" also includes, but is not limited to such actions as landscaping, repainting and re-roofing.) The ACC shall require the submission of plans and specifications showing the materials, color, structure, dimensions, and location of the proposed "Improvement" in sufficient details to assure compliance with any criteria established for approvals. Notwithstanding any criteria established, the ACC shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The ACC shall have thirty (30) days after delivery of all required material to approve or reject the Improvement. **If approval is not received within the thirty-day (30) period, the planned change shall be deemed approved.** The above notwithstanding, the Owner may make emergency repairs subject however to later ACC approval. If the ACC later disapproves, Owner shall be required to make such changes as are then mandated by the ACC.

The ACC shall employ the following minimum criteria for approval or rejection of requests:

- (A) Uniformity of type and design in relation to similar improvements.
- (B) Comparability of quality of materials as used in existing improvements within the community.
- (C) Uniformity with respect to color, size, and location

If approved by the ACC, all construction shall be subject to the Rules and Regulations and any applicable governmental laws, statues, ordinances, rules, and regulations, including obtaining all proper permits.

B. ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included in the General Rules & Guidelines above and without curtailing the requirement for prior written approval or the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating any request, the following additional guidelines shall be considered:

- (A) **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 similar existing elements and are on the approved color palette.
- (B) **Roofs** - Only the type of material with color matching as close as possible to that originally installed may be employed.

- (C) **Temporary Structures** - No tents, trailers, shacks, storage contains, or other temporary buildings or structures shall be constructed or otherwise placed on a Lot without prior approval from the ACC, except to the extent necessary to comply with the Owner's religious observances.
- (D) **Antennae** - No antennae, microwave receiving devices, aerials or ham radios shall be placed or erected on any Lot, 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 event such device shall be deemed an "improvement" which is subject to the criteria included for Additions and alterations in these Rules and Regulations. Satellite dishes may be installed but only if the size and location is first approved by the ACC.
- (E) **Driveways** - Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with brick payers of a selection, color, and style consistent with the original installation. Approval for the refinishing of driveways with brick payers may be approved only if the colors and style are consistent with the existing improvements and the Homeowner assumes the responsibility for continued maintenance.
- (F) **Screen Enclosures** - Approval for screen enclosures shall be limited to aluminum frame structures, which are either black or white, and screen meshes on the enclosure, which are standard dark colors (e.g., charcoal, bronze or black). Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries.
- (G) **Awnings** -An Owner shall not install any awnings attached to his/her home except for awnings in a screen-in area.
- (H) **Construction Hours** - Work on any improvement must be carried out only between 8 AM and 6 PM – Monday – Friday. Weekend work may only be done between 9am and 4pm.

C. ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR FENCES

The following guidelines shall be considered when evaluating requests submitted to the ACC for approval of additional fences or alterations to existing ones.

- (A) Only certain styles of aluminum rail fences shall be approved.
- (B) No style of wood or chain link fence shall be approved.
- (C) No fence shall be approved or installed which encroaches into Association Property or other Lots or interferes with an easement or right of way.
- (D) No fence shall be approved which is less than 4 feet or more than 6 feet in height, except if required by law.
- (E) All fences shall include a gate to provide access to the lawn and tree maintenance companies.
- (F) Fences shall not be used to create dog runs.
- (G) For Lots with drainage easements, the approval and execution of fence removal agreements with Palm Beach County Utilities and with the Association shall be required.
- (H) Any fence, which crosses a utility easement, shall be approved, in writing, by all utility companies occupying the easement.
- (I) The Owner shall be responsible to meet all County requirements and criteria including, but not limited to, proper permitting and surveying for any fence, if approved.
- (J) The Owner shall assume the responsibility to maintain any fence.

D. ADDITIONAL GUIDELINES FOR THE INSTALLATION AND MAINTENANCE OF IN GROUND PROPANE TANKS, GENERATORS AND OTHER EQUIPMENT ATTACHED TO AN IN-GROUND PROPANE TANK

- (A) An ACC application following and complying with all of the rules in Section A above must be submitted to the ACC for the installation on a homeowner's lot and continuing operation of an in-ground propane tank, connected generator and/or other equipment directly connected to an in-ground propane tank.

- (B) No above ground standing propane tanks are permitted.
- (C) In addition to all other ACC application requirements, an applicant after receiving ACC conditional approval, must file a copy of the official form with the ACC showing that initial approval has been obtained from all appropriate governmental entities prior to commencing construction.
- (D) Installation must be performed by vendors licensed to perform the required installation tasks and the entire installation must be done in compliance with all applicable federal, state, and local safety codes and regulations as may be amended from time to time. In addition, where an in-ground propane tank and generator are being installed, the installation shall be performed by one vendor licensed to perform all the required installation tasks.
- (E) The volume of any propane tank shall not exceed one thousand [1000] gallons.
- (F) The generator installation vendor shall decide the location of the generator and the location shall require the approval of the ACC; any must also comply with application governmental codes.
- (G) Stand by generator noise shall be limited to 75 db and measured from the distance that is utilized by the current standard in place by Palm Beach County.
- (H) All installed generators for aesthetic reasons must be shielded from view by live bushes (or equivalent) and properly maintained by the Owner.
- (I) Upon completion of the installation, a copy of the final government approval inspection certificate(s) must be filed with the ACC.
- (J) The Homeowner shall engage the services of an authorized and licensed inspection vendor, acceptable to the ACC, to perform mandated federal, state, and local safety inspections and tests of the propane tanks, generators and connected equipment.
- (K) Evidence, acceptable to the ACC, of the tests being performed and results shall be filed with the HOA within thirty [30] days of completion.
- (L) Generator testing shall be performed between the hours of 9AM and 5 PM Monday to Friday.
- (M) There is no time limitation for the use of a generator connected to an in-ground propane tank when there is a failure of electrical power to the home.
- (N) Propane trucks are permitted on the premises of Palma Vista for the purpose of filling in ground propane tanks properly installed on a homeowner's lot.
- (O) Homeowners who place propane tanks and generators on their premises are deemed to agree to abide by the rules for installation, maintenance and operation set forth above and any violation of these and other applicable rules and regulations and documents of the Association will result in their preclusion from further using the tanks and generators, filling the tanks with propane, as well as subject them to possible violations.

III. MAINTENANCE AND APPEARANCE

1. General

Each Owner shall keep and maintain his/her home and lot in good order, condition, and repair, and shall perform promptly all maintenance and repair work within his/her 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 any Owner, other than outdoor furniture, shall be stored inside his/her Home or garage and not visible to surrounding neighbors or from Association property.

3. Hurricane Season Preparation

Each Owner who plans to be absent from his/her Home during the hurricane seasons shall prepare his/her Home and Lot prior to departure by removing all furniture, potted plants and any other movable objects from the covered patio or screen enclosure area and elsewhere from the outside of the Home. The Owner shall also designate a responsible firm or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage.

4. Hurricane Shutters

No Hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the Community. Any removable tracks, which have been installed by Builder or approved by the ACC as part of a shutter package, shall not remain installed on the Home other than during periods of a hurricane watch or hurricane warning. The installation of hurricane shutters other than those provided by Builder, if applicable, shall require ACC approval. Removable shutters shall be removed within 72 hours after the lifting of a hurricane watch or warning period. Permanent shutters shall be opened within 72 hours after the lifting of a hurricane watch or warning period.

5. Window Décor

Window treatments (drapery, blinds, decorative panels, or other tasteful window coverings) are permitted. 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 Changes

No trees, shrubbery or landscaping shall be removed from Lots without prior written consent of the ACC. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the ACC. No landscaping shall be installed on Lake Lots which will interfere with the direct view of the lake from the rear windows of any other Lake Lot home.

7. Alterations of Drainage

No sod, topsoil, fill or muck shall be removed from Lots without prior written consent of the ACC. 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.

8. Clotheslines

No clotheslines or similar device shall be allowed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind shall be hung, dried, or aired from any window, door, or fence or in such a way as to be visible to any other Owner.

9. Basketball

Basketball backboards and nets are permitted in the owner's driveway. Broken backboard or ripped nets must be replaced in a timely manner.

10. Coach Lights

Homeowners are free to replace coach lights on the exterior walls of their home without seeking permission from the ACC if the replacements are consistent with the "look and feel" of the community. Homeowners who are not certain whether or not the proposed change will meet the look and feel criteria are encouraged to submit a description of the fixture to the ACC.

11. Lawn Ornaments

No lawn ornaments such as statues, fountains, waterfalls, or the like may be installed on a front, back or side lawn without prior ACC approval.

12. Contractor's Signs

No contractor's signs shall be exhibited on a front or side lawn. It is the Homeowner's responsibility to remove such signs if so placed.

IV. TRASH AND OTHER MATERIALS

1. **For curbside pick-up**, all residents must have and use at least one (1) sanitary covered container for refuse. Plastic garbage bags may be used in addition.
2. **Trash** that is required to be placed at the front of a Lot in order to be collected may be placed outside and kept at the curb only after 5:00pm on the day before the scheduled day of collection, but not sooner. Any trash containers and containers for recycled material shall be removed as soon as possible after the trash pick-up on the day of collection. In no event shall they be left outside beyond mid-night of the pick-up day.
3. **Trash containers** shall be maintained to eliminate or minimize offensive odors.
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 in the Community.
5. **Each Owner** shall regularly pick up all trash around his/her Home and Lot.

V. ANIMALS AND PETS

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except pit bulls), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, and pets normally maintained in a terrarium or aquarium. No more than three dogs and/or three cats shall be allowed per resident.
2. 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.
3. 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, reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds, and other creatures (other than those listed in item 1 above), which are not maintained in a terrarium or aquarium. Pit bulls are prohibited.
4. Pet owners are responsible for any property damage, personal injury, or disturbance, which their pet may cause or inflict. Each Resident who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind of character whatsoever arising from or growing out of his/her having any animal in the community.
5. 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 patio or other enclosure. Even if attended, offensively barking dogs should be removed from patios or enclosures.
6. All dogs and cats shall be walked on a leash and fully controlled 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.
7. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association common property or any homeowners lot, including the pet owners. Such waste shall be disposed of in a sanitary location (not in the sidewalk storm sewers).
8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
9. 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.
10. If it is determined that any pet becomes a nuisance, then the owner of the pet shall cause the problem to be corrected or remove it from the community.
11. No Resident or guest shall inflict or cause cruelty upon or in connection with any pet.

12. Pets that show a dangerous propensity either against other pets or persons shall be required to be removed from the community on a permanent basis within 24 hours after notice by the Board unless the Board, in its sole discretion, sets a longer period for compliance.

VI. PARKING AND VEHICULAR RESTRICTIONS

1. No overnight parking shall be permitted on the streets or swales at any time or at the Clubhouse. No parking shall be permitted that endangers or impedes vehicular traffic. No overnight parking shall be permitted in the Clubhouse parking lot without the specific approval of the Board.
2. If parked on driveways, vehicles shall not obstruct traffic on the street nor shall they obstruct the abutting sidewalk.
3. No vehicles belonging to a Resident or to a Resident's family member, guest, invitee, or tenant, shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Resident's driveway.
4. No overnight parking of commercial vehicles is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes, boats and recreational vehicles shall not be parked in the Community. The Board or its designee may permit limited exceptions to this rule.
5. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four 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, or unregistered vehicles, which remain within the Community for more than seventy-two hours, shall be towed at the vehicle Owner's expense, unless parked on the Resident's driveway or inside the Resident's garage.
8. Car washing shall be permitted only on a Resident's driveway.
9. Vehicles should slow down at the entrance to wait for the gate to open. Bumping the gate will result in a \$50 fine plus any damages to the gate equipment.
10. No vehicle shall be placed within 10 feet of a corner or a stop sign, even for a few minutes.
11. The operation of golf carts, motorized scooters, go-carts, and other vehicles which are not able to be licensed or registered is prohibited except for the transportation of disabled persons or for Board authorized purposes.
12. Posted speed limits and stop signs must be strictly adhered to.
13. All homeowners and their invitees and guests shall operate and drive their vehicles in accordance with the laws of the State of Florida including in a safe, careful, and prudent manner with due regard for the safety of others on and upon entry to and exit from the site and obey all posted speed limits and notices and signs pertaining thereto.

VII. USE AND ENJOYMENT OF LAKES

1. No Residents, or their family members, guests, invitees, and tenants, shall be permitted to operate watercraft in the lake.
2. No removal or damage shall be caused to any littoral plantings.
3. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot are permitted. Violators of this prohibition will be reported to the appropriate governmental authority.
4. Swimming in the lakes is prohibited.

VIII. LEASING OF HOMES

1. A homeowner shall not rent a portion of a Home, only an entire home. No home, or portion thereof, shall be sub-let.

2. All leases shall provide that: a) the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate to the Governing Documents and these Rules and Regulations of the Association; b) the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the above noted documents; and c) the lease term is a minimum of seven months. (No lease shall provide for an early lease termination or have any other provision which would reduce a lease term to a period of less than seven consecutive months.)
3. The Owner of a leased home shall be jointly and severally liable with his/her, tenant for compliance with the Governing Documents and these Rules and Regulations. They shall be jointly and severally liable to the Association to pay all Assessments and/or any open claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those persons for whom the Owner is responsible.
4. Prior to leasing his/her home, an Owner shall submit an application along with two (2) checks made payable Palma Vista Homeowners Association in the amount of 1) \$100, as a non-refundable filing fee and 2) \$500 as a security deposit against any future damage to Common property. A draft lease shall be attached to the application.
5. After the lease has been authorized by the Board and executed by the parties, the Owner shall submit it to the Board via the management company.

IX. THE USE OF THE CLUBHOUSE/RECREATION AREAS

The clubhouse is an extension of our homes and should be cared for in the same fashion as we care for our homes. In this spirit, the following guidelines have been established.

A. CLUBHOUSE USE - GENERAL

- (A) **Hours of Operation** - Clubhouse hours shall be set by the Association's Board of Directors. The clubhouse may be used between the hours of 9am and 10pm. Requests for extension of time for social or community functions must be submitted to the Board in advance. Such requests may be granted at the discretion of the Board.
 - (B) **Approval** – All Residents must receive prior written approval to use the Clubhouse. Applications can be found on the Association's web site or by contacting the property manager.
 - (C) **Age Restrictions** - Children under sixteen (16) years of age are not allowed use of the Clubhouse Facilities unless accompanied and supervised by an adult unless otherwise permitted by the Board. Children under sixteen (16) years of age are not allowed at the Fitness Center unless accompanied and supervised by an adult unless otherwise permitted by the Board of Directors.
 - (D) **Access** – Access to the clubhouse will be granted by the on-duty security guard.
1. **Prohibited Use** - The Clubhouse and its surrounding area shall also not be used in connection with any meeting for the purpose of raising funds for any political organization. This provision does not prohibit a member, the Association or an authorized organization from inviting speakers who may be government personnel or candidates of or representatives of political parties to address a meeting of members of the community.
 2. **Smoking Prohibition** -There shall be **NO SMOKING** anywhere inside the Clubhouse or within the gated area around the pool.
 3. **Audio Equipment** – Music players, DJ's or other audio equipment are permitted in the Clubhouse, as long as the noise level is not noticeable outside of the Clubhouse.
 4. **Other** - There shall be no unlawful, immoral, or offensive use made of the clubhouse. All laws and regulations of all applicable governmental entities shall be strictly observed. Also, the following apply:
 - (A) Firearms and all other weapons of any kind are not permitted on Club Facilities at any time.
 - (B) Use of Club Facilities may be restricted or reserved from time to time by the property manager or Board.

5. **Care of Building and Property** - Any person using the clubhouse shall use due care not to damage the furniture and other equipment in the building. In particular and without limitation, the following should serve as guidelines:
 - (A) Upholstered furniture may not be used by anyone in attire or condition apt to stain such furniture (e.g., wet clothing, suntan lotions and oils.)
 - (B) Tables shall not be used as seats nor as footrests nor chairs as door stops.
 - (C) Athletic shoes shall be cleaned of excess dirt on the bottom of the soles prior to entering the clubhouse.
 - (D) Any person or organization using any Club Facility shall be responsible for the care and cleaning of this area. All furnishings, fixtures and equipment shall be used only for its intended purpose and shall not be moved from room to room. In the event of loss or damage to the furnishings, fixtures and/or equipment the cost of repairing or replacing same shall be borne by the person or organization.
 - (E) No furniture or other property belonging to the Association shall be removed from the Clubhouse without written authorization.
 - (F) No animals shall be permitted in the clubhouse (except for dogs aiding handicapped persons).
6. **Board Authorization** - The Association may authorize a temporary waiver of any of these rules at any time it deems that special circumstances warrant.
7. **No Homeowner or guest** is permitted to operate adjust or otherwise manipulate any controls for systems such as the air conditioning or the pool equipment unless specifically authorized by the Board.

C. RULES FOR USE OF EXERCISE ROOM (FITNESS CENTER)

1. **Hours** - The exercise room shall be for the sole use of the homeowners and permanent residents (tenants included) between the hours of 5:30 a.m. and 11:00 pm.
2. **Courtesy** - Courtesy in the use and sharing of the gym equipment shall be observed at all times.
3. **Cleanliness** - A user shall wipe down the equipment after each use with the spray and paper towels provided.
4. **Restore Equipment** - Equipment shall be restored to its proper place after use.
5. **Instruction on Use of Equipment** - It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment and to use the equipment only in accordance with such instructions.
6. **Signs, Etc.** - No signs, notices, photos, posters, letters, etc shall be posted on any of the walls, doors, windows of the exercise room unless approved by the Board and placed on bulletin boards made available by the Board for that specific purpose.
7. **Prohibitions** -Horseplay, profanity, disruptive conduct, and indiscreet behavior at the fitness facilities are strictly prohibited. Personal coolers, food, or drinks (other than water) are not permitted in the fitness facilities.

H. RISK DISCLAIMER

Each resident and guest, as a condition of invitation and entry into the Clubhouse, assumes sole responsibility for his/her property and self. The Association shall not be responsible for any loss or damage to private property used or stored on the premises nor for any personal injuries sustained or caused by any resident, guest, or management employee. Any resident, family member, guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the Association, either on or off Club Facilities, shall do so at his or her own risk. The resident, his or her family members and guests shall hold the Association and its affiliates, directors, officers, representatives, and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting

there from and/or from any act or omission, whether due to negligence or otherwise, of the Association or their respective affiliates, directors, officers, representatives or agents. Any resident shall have, owe, and perform the same obligation to the Board and its affiliates, directors, officers, employees, representatives, and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

J. RULES FOR USE OF SWIMMING POOLS

- 1. Use of the pool** at any time is at the user's own risk. There is no lifeguard on duty. Any injuries or accidents should be reported to the Guard House or property manager immediately. If medical attention is required, a call should be made at once to 911.
- 2. Children under sixteen (16) years** and younger must be supervised by an adult. Children without adequate swimming skills must be supervised by an adult who is in the pool at all times.
- 3. Children that are not toilet trained must wear swim diapers.**
- 4. Swimming** is permitted only during designated hours which are between 6am and 8pm.
- 5. Showers** are required before entering a pool to remove all suntan oils and lotions. No soaps or shampoos shall be used at the poolside shower.
- 6. No glass or other breakable items or sharp objects** are permitted in the pool area. All trash must be placed in the containers located throughout the pool area or removed from the pool area.
- 7. All users must wear** bona fide swimming attire.
- 8. Radios, tape players, etc.** may not be used in the pool area unless headphones are employed. Members must also take care not to cause a nuisance to fellow members with loud noise.
- 9. Animals** (other than dogs aiding handicapped persons) are not permitted in any pool area. There shall also be no running, noisy or hazardous or bothersome activity in this area including, by way of example but not limitation pushing and dunking.
- 10.** Pool furniture shall not be removed from the pool area. Pool furniture and equipment may not be modified, altered, or changed in any manner.
- 11. Persons wearing** bandages or having colds, coughs, inflamed eyes, infections, or open sores shall not use the pool.

Board members, security guards and the property manager have the authority to expel from the pool area anyone who fails to cooperate in following the Pool Rules.

K. VIOLATIONS AND GRIEVANCE RULES

A. REPORTING, INVESTIGATING, AND CORRECTION OF VIOLATION

The following are the steps that the Homeowners' Association shall follow in initiating a compliance violation. These steps are to be enforced in compliance with the Association Documents and Florida Statute 720.

The following procedures, to the extent in accordance with requirements of Florida law and Association Documents, shall be implemented.

1. A violation shall be reported by email, phone call, regular mail, or verbally to the Property Manager. Any report of a violation *must* be followed up in writing, using a form provided, and can be made by a resident, committee, guest, agent, or Palma Vista vendor within three (3) business days of the initial report.
2. The Property Manager shall confirm the violation by available means including, but not limited to, visual inspection if necessary. If the Property Manager is unavailable the Board shall appoint another Board Member or Property Management Company representative to confirm the violation.

3. Upon confirmation of the violation, the Property Manager and/or the Board or Homeowners' Association President may use any suitable means of communication to inform the violator of the problem and set a reasonable time, as determined in the sole discretion of the Property Manager on consultation with the Board or HOA President, to mitigate and/or correct the violation taking into account the nature of the violation and other relevant factors, such as, but not limited to, weather.

4. Notwithstanding any of the following specified procedures, nothing shall prohibit the Palma Vista Homeowners' Association from taking any action authorized by law and/or the Palma Vista's Documents to protect the premises of Palma Vista and the health and safety of persons on the premises.

5. Any fine imposed shall not exceed \$100 per day for each violation. Ongoing violations shall be subject to a daily fine, not to exceed \$100 per day. Suspension of common use rights shall be for a set period and/or until an ongoing violation is corrected.

6. A fine shall be paid no later than thirty (30) days after the date of formal Board notice of imposition of such fine.

7. A fine shall be considered an assessment for purposes of collection but shall not be a lien on the violator's property.

8. Insofar as permitted under Florida Law, a violator shall reimburse the Association for all expenses, including attorney's fees, pertaining to enforcement of the penalty imposed by the Board of Directors.

L. PERMANENT LISTS FOR ENTRY TO PALMA VISTA

- (A) The security guard shall maintain permanent lists of persons for entry to the Palma Vista premises.
- (B) The lists shall be completed and maintained by the Owners.
- (C) An Owner shall immediately notify the Guard Captain if a person should be removed from his/her permanent list.
- (D) Additions to a permanent list can be made on written notice to the management company or Guard Captain.
- (E) There is no limitation on the number of names on an Owners designated permanent list, however, for security and safety reasons, Owners are asked to keep the list at a minimum number.
- (F) Nothing contained in this rule shall prevent the Association or its agents from denying entry to anyone pursuant to other authority in the governing documents or to ensure the health and safety of the residents of the Palma Vista community by discontinuing permitting entry by use of the permanent list during an emergency.