

**RULES AND REGULATIONS  
OF  
COASTAL BAY  
HOMEOWNERS ASSOCIATION, INC.**

**I. THE BOARD OF DIRECTORS**

Under the Governing Documents, the Board of Directors ("Board") of **Coastal Bay Homeowners Association, Inc.** has the responsibility and authority for the operation of the Association, management of the Property, and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to, or repealed *at any time* by the Board.

Any consent or approval given by the Board under these Rules and Regulations shall be revocable at any time.

**In the event of a conflict between these Rules & Regulations and the Association's Declaration for Coastal Bay, the terms of the Declaration shall control.**

**II. SECURITY**

In the interest of security, the furnishing of keys for common areas and gate openers to domestic and service personnel is prohibited. All doors and gates leading from the outside shall be closed and locked at all times and shall not be blocked open. No solicitors will be permitted on Coastal Bay property at any time, except by individual appointments with residents.

Under no circumstances will charitable or commercial solicitations be permitted anywhere on the premises.

**III. DELIVERY AND MOVING**

Movers shall be instructed to remove their cartons from the property upon completion of the move and shall not place them in the roadway or elsewhere on the Property.

Liability or damage caused by moving or carrying any article onto Property shall be borne by the owner of the residence responsible for the presence of such an article.

All deliveries of large articles and moving in or out shall be restricted to the hours of 8:00 AM and 5:00 PM, Monday through Saturday. All deliveries and moves must be completed by 5:00 PM. In the case of moving, Building Maintenance shall be in attendance for the duration of the move. **A refundable deposit of \$300.00 is required prior to move-in or move-out.** All moves-in and moves-out must be scheduled with the Management Company at least 72 hours prior to final arrangements being made with the moving company. The deposit check will be shredded once Building Maintenance notifies Management of the completed move without any damages.

#### IV. ALTERATIONS

The exterior of the home and all other exterior areas pertaining to a home (including balcony walls, railings, ceilings and doors shall not be painted, decorated or modified in any manner without the prior written consent of the Association.

Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, window guards, night reflective materials, ventilators, fans or air conditioning devices shall be attached or installed at such locations as to not be visible from the forward (front facing) side of the residence.

No one shall alter the outside appearance of any window of any home, except by installation of inside draperies and materials, without prior written consent of the Association. No bed sheets, foil or reflective materials may be used for window decoration, design, etc.

No interior of a home shall be altered in any manner if such would have any effect on the structural elements of the building, or its electrical, mechanical, plumbing, or air conditioning systems without prior written consent of the Association.

Temporary seasonal decorations on entrance doors and balconies providing ordinary fire and safety requirements are observed shall be permitted. All decorations may be placed on property no earlier than 20 days prior to the holiday and removed within 10 days following the holiday.

All service people and contractors must complete their work and vacate the premises by 5:00 PM.

#### V. OCCUPANCY

**BUSINESS ACTIVITIES:** **Coastal Bay** is a residential community; homes shall be used only for single-family residence and for no purpose which conflicts with a residential atmosphere.

- A. No separate part of any residence may be rented.
- B. No business, trade, profession or other type of commercial activity shall be conducted in any Home or on Association property unless all the following conditions are met:
  - 1) The commercial activity shall not involve entry of any person other than a full time **Coastal Bay** Resident to Association property.
  - 2) Deliveries to or from Coastal Bay shall consist solely of goods or products intended for the personal use of the Residents.
  - 3) There shall be no public listing, advertisement or other communication to the public that suggests or offers a commercial service *from* or *on* **Coastal Bay** premises.
  - 4) The resident conducting the commercial activity shall comply with any local ordinances
  - 5) Governing such activity on the residential property.

No Owner shall permit anything to be done or kept in his/her home which will increase the insurance rates on the Common Areas of **Coastal Bay** or which will obstruct or interfere with the rights of other Residents or Owners. No Resident shall annoy other Residents by unreasonable noises or otherwise, nor shall any Resident commit or permit to be committed any nuisance or illegal act in his home, on the Common Areas, or on any portion of **Coastal Bay**.

## **VI. HOUSEKEEPING**

Each Resident shall keep his/her home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the windows, doors or balconies thereof any dirt, water, cigars, cigarettes or other substances or articles.

No article shall be hung or shaken from the doors, windows, or balconies or placed upon the outside window sills or balcony ledges.

Clotheslines or drying racks of any description are not to be employed for airing or drying clothes on any balcony.

A Resident shall not use or bring into any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life, limb or property.

Cooking by any means on any balcony is prohibited by Fire Regulations.

Service personnel and other workers shall be permitted on the premises only between the hours of 8:00 AM and 5:00 PM, Monday through Saturday. The only exception to this shall be domestic help, emergency service personnel required to repair such things as Air Conditioning, Appliances, Plumbing and Electrical problems.

No Sunday deliveries, moves-in or moves-out will be allowed. Any work to be performed on a Saturday must be of a nature that does not cause noise to be heard outside of the unit in which the work is being performed. Any complaints may result in immediate work stoppage.

No Resident shall do or permit anything to be done which will interfere with the rights, comforts or convenience of other Residents.

Residents shall not be permitted to put their names on any entry of the mail receptacles except in the proper places and in the manner prescribed by the Association for such purposes.

## **VII. NOISE**

In order to ensure your comfort and the comfort of your neighbors, radios, TV, hi-fi's, organs and other musical instruments, as well as the use of a motorcycle shall be kept to a minimum volume between the hours of 10:00 PM and 10:00 AM. Unnecessary loud noise shall be avoided at all times.

Except in an emergency, the blowing of any horn from any vehicle, which is upon or approaching any driveway or parking area serving Property, is prohibited.

## **VIII. OBSTRUCTIONS**

Sidewalks, entrances, passageways, elevators, vestibules, stairways, walkways, corridors, halls, driveways and roads shall not be used for any purpose except ingress to and egress, and no objects or articles of any kind shall be stored thereon.

No bicycles, scooters, skateboards, battery or gas powered vehicles, baby toy carriages, and similar vehicles or toys, or other personal articles shall be allowed to stand in any driveways or Common Areas.

No recreational toys may be ridden or placed on any common area, including roadways.

### **IX. FLORIDA CLEAN INDOOR AIR ACT COMPLIANCE**

Smoking is prohibited in all Common Areas within the building including elevators, hallways, corridors, lobbies, restrooms, stairwells, and Clubhouse.

### **X. MOTOR VEHICLES**

Each Resident must register with the Management Company the license tag number, make and description of any vehicles that will utilize Association Property. **See attached Parking Regulations.**

### **XI. SWIMMING POOLS**

ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. NO LIFEGUARD ON DUTY.

- 1) The swimming pools may be used between the hours of dawn and dusk.
- 2) No food or glass in pool or on pool deck
- 3) No pets on pool deck
- 4) Children in diapers not permitted
- 5) No running/jumping/diving in pool
- 6) Children under 16 years old must be accompanied by an adult
- 7) No immoral, improper, offensive, unlawful or obnoxious use.

All chairs and lounges must be covered with a towel before use when in beach attire. For protection of all, persons with skin rashes, sores, abrasions or any infectious disease shall not use the pool. Persons wearing bathing suits must wear proper over-garments and foot wear when in the covered Common Areas. Glass is not allowed in the pool area **at any time.**

### **XII. OUTDOOR ACTIVITIES**

All owners are a welcome part of **Coastal Bay**. All parties shall be responsible to make sure their family members do not interfere with the quiet and comfort of other residents and that the following rules are observed:

- A. Residents are restricted from playing in other people's driveway, on the roads, corridors, and stairways.
- B. Residents shall not ride up and down the elevators unnecessarily.
- C. Minors shall be under direct adult supervision at all times.

### **XIII. GYM**

The gym is for everyone's enjoyment and will be open during the hours of 9:00 AM and 9:00 PM. All residents should exercise common courtesy and observe the following rules:

- A. Door should be locked at all times, particularly upon leaving the gym.
- B. Windows should remain closed at all times.
- C. Do not use equipment wearing a wet bathing suit.

*16 yrs. & under*

- D. Wipe equipment after use.
- E. Dispose of your own garbage.
- F. Do not touch thermostats in Clubhouse.

#### **XIV. LEASE APPROVAL PROCESS**

1. **Pre-Transfer Orientation.** Before a Home is leased or purchased, the Owner involved shall, at said Owner's expense, furnish the prospective tenant(s) or purchaser(s) with a current copy of the Declaration, Articles of Incorporation and Bylaws of the Association, as well as the Rules & Regulations of the Association ("Governing Documents"). Subsequently, the Association, either through the Board, a committee or an agent of the Association shall schedule and conduct an orientation session with the prospective tenant(s) or purchaser(s) to review the Governing Documents, and to ascertain whether the tenant(s) or purchaser(s) have a proper understanding of the Governing Documents. At such orientation meeting, the tenant(s) or purchaser(s) will secure an understanding of the terms and conditions of the Governing Documents. At said orientation meeting the Association can inquire as to such information concerning the prospective tenant(s) or purchaser(s) as is permitted by law. At the conclusion of said orientation meeting, prospective tenant(s) or purchaser(s) shall be required to sign a Certificate of Attendance and Acknowledgement and Agreement to abide by the Governing Documents.
2. **Notice to Association.** An Owner intending to lease or sell his or her Home shall give to the Association notice of such intention, together with the name, address and such other information concerning the intended lessee or purchaser as the Association may require, which may include a personal interview by the Board of Directors and/or the leasing and sale committee with the prospective tenant or purchaser, on forms provided for that purpose by the Association. The notice shall be accompanied by a copy of the proposed lease or purchase contract. In addition, the Association may require the applicant to pay a transfer/application fee in an amount not to exceed \$100.00 per person. If the Association requires a transfer/application fee, no application shall be considered complete without the payment of the fee. Upon entering into a lease, the Owner shall furnish to the Association a fully executed copy of the lease.  
All leases shall be in writing and shall be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association, and these Rules & Regulations. In the event of such default by the tenant, the tenant shall have 30 days to cure such default before the Association may terminate the lease. The costs associated with any action to terminate the lease by the Board will be the obligation of the lessor/Owner and deemed to be a special assessment against the Home, collectible in the same manner as any other assessments as provided in the Declaration.
3. **Lease and Sale Approval.** Only those individuals approved by the Association, in advance and in writing, may occupy a Home by lease or sale, and occupancy by an individual prior to approval may be grounds for disapproval of said lease/sale.
4. **Time Limit for Approval.** Within 30 days after receipt of notice, all requested information and the transfer/application fee, the Association must either approve or disapprove the proposed lease or sale transaction. The 30-day period shall only begin once all the required information and transfer/application fee have been provided to the Association. Failure by the Association to act within this 30-day period shall be deemed an approval of the lease or sale transaction. If the sale transaction is approved, the approval of the Association shall be stated in a certificate executed by the Management Company and original mailed to new owner.
5. **Grounds for Disapproval – Lease.** So as to insure a harmonious and peaceful community, free from individuals who are unnecessarily disruptive, the Association shall disapprove any

applicants for lease who have made a material misrepresentation on the application, or who have demonstrated a disruptive tendency or history, as solely and exclusively determined by the Association; provided that such determination shall not be discriminatory. In the event of disapproval of the applicant under this paragraph, the proposed lease shall be void, and the Owner shall have no recourse against the Association. Further, the Association may disapprove a proposed lease on any other reasonable and objective grounds which are not otherwise in violation of applicable law.

6. Grounds for Disapproval – Sale. If any applicant makes a material misrepresentation on the application, or has committed a crime of a nature that in the reasonable belief of the Association may threaten the safety and health of the residents of the Community, the Association may disapprove the applicant. In the event of disapproval of the applicant under this clause, the proposed sale shall be void, and the seller/Owner shall have no recourse against the Association.
7. Occupancy. Occupancy of Homes shall be limited to “single family” use. A “single family” shall be defined as the owner of record or approved lessee and the spouse or significant other of such purpose, if any, together with any individuals related by blood, marriage, or adoption and living as a single housekeeping unit. Individuals who are not single family members of record may not occupy the Home for a period of time in excess of 30 days in any 12-month period, unless such individuals, and the Owner, have secured the prior written approval of the Board of Directors.

## *PARKING RULES AND REGULATIONS*

- 1) All motor vehicles are to be registered with the Association. Applicants for vehicle registration shall be residents of Coastal Bay.
- 2) All resident vehicles parked within Coastal Bay must carry an appropriate vehicle registration decal – **resident vehicles must fit in garage or they cannot be parked at Coastal Bay**. To receive a decal, the vehicle owner must provide detailed information, including make, model, color and tag number for the vehicle to be registered. All information must be accurate and correct. Maximum of two (2) cars per unit.
- 3) Resident vehicles must be parked in the garage at all times.
- 4) Vehicle registration is not complete until decal is permanently affixed to the vehicle on the driver's side lower corner of the rear window, such that said vehicle registration is visible to person standing behind the automobile.
- 5) The property owner of the address to which said vehicle is registered shall be responsible for all parking violations for said vehicle.
- 6) Parking is prohibited on the roadway.
- 7) The decal issued to a vehicle may be transferred from one vehicle to another with Board of Director approval. An owner planning to discontinue operation of a registered vehicle must contact the Management Office for this approval.
- 8) Guests and visitors may park in only designated guest visitor zones. Owners shall be responsible for the parking of guest vehicles.
- 9) The Board of Directors may, within its sole and absolute discretion, permit Owners and/or tenants to obtain a hardship exception to the maximum vehicle limitation rule as provided under these Rules & Regulations. An Owner or tenant shall apply for such hardship exception with the Board of Directors, through the Management Company, who will consider the application in accordance with this paragraph. The Board shall consider each application for a hardship on a case-by-case basis, utilizing reasonable, objective and nondiscriminatory criteria, and taking into account the particular factual circumstances with respect to the applicant. Further, the Board, in determining whether granting a hardship is appropriate, shall consider the legitimate interests of the applicant in light of the interests of the community as a whole. No hardship exception may be granted without the prior written approval of the Board of Directors. All decisions of the Board shall be final.

## REAL ESTATE AGENT PROCEDURES

For security purposes, real estate agents to gain access to Coastal Bay, they need to obtain a bar code. Only owners who live out of the area may purchase a bar code for their agent. All local owners must let their agents in personally. A bar code can be issued after following these procedures:

- 1) Submit a signed letter from the homeowner allowing you to lease or sell their home
- 2) Submit a copy of your driver's license
- 3) Submit a copy of your business card

Real estate agent may have access to Coastal Bay from 10:00 AM to 4:00 PM, Monday through Sunday, after appropriate forms are submitted.

FOR SALE, FOR RENT or other real estate signs are **NOT** permitted anywhere on the property. The sole exception is that real estate companies may place "Open House" signs on the property on the day they conduct an open house.

No real estate lock boxes may be installed on any home at any time. If one is observed on any home, the **bar code will be deactivated (subject to three-day notice to real estate agent) and lock box cut off and discarded** and agent will not be allowed back onto property.

Once the real estate agent has finished leasing your home and has submitted the application for processing and interview **OR** when the real estate agent sells your home and a copy of the Warranty Deed is received, we will deactivate the bar code. If the agent needs to reactivate it for another sale or lease, we can reactivate it for \$15.00, as long as the proper paperwork is submitted.



## **Coastal Bay “Fining System” will be administered as follows:**

1. The **Covenant Committee** or the **Coastal Bay Board** will identify a violation.
2. The violation will be communicated to **The Management Company** who will notify the owner in writing, and be given at least **fourteen (14) days** notice prior to the hearing of the **Covenants Committee**. The owner **MUST** attend that hearing. Failure to attend the hearing will result in the **IMMEDIATE** implementation of the fine if so imposed by the Committee. Please note: if a **TENANT** commits a violation, it is still the owner who will be cited and must appear before the **Covenant Committee** and the tenant may also appear.
3. In some cases, if the violation is “**serious or a continuing issue,**” like causing damage to the building/common area or theft of Association property, a second certified letter will be sent out immediately. (In a case of willful damage or theft, a complaint will also be filed with the Boynton Beach police department.)
4. All owners are subject to these procedures equally and without prejudice.
5. Any damage to **Coastal Bay** Equipment and/or Property will result in legal prosecution.

**Listed below is the “Schedule of Fines” that will be assessed to homeowners for violations of the Rules and Regulations by homeowner, tenant, or guest.**

1. Destroying or damaging of any Coastal Bay property/equipment - **\$100.00 plus the cost to repair or replace and possible prosecution.**
2. Failure to remove Holiday lighting and decorations 14 days after Holiday - **\$50.00.**
3. Glass, food or pet on pool deck - **\$100.00 per incident.**
4. Entering pool area after closing hours - **\$100.00 per person.**
5. Public intoxication - **\$100.00 per incident.**
6. Defecating in pool - **\$100.00 plus cost to clean the pool.**
7. The use of scooters, skateboards or go-carts in the common areas; basketball hoops installations, etc. - **\$50.00 per incident.**
8. Causing a “Nuisance” to other owners (unreasonable annoyances) - **\$100.00 per incident.**
9. FOR SALE or FOR RENT or other real estate signs are **NOT** permitted anywhere on the property. The sole exception is that real estate companies may place “Open House” signs on the property on the day they conduct an open house. If no AT&T and owner lives out of town, realtor must purchase bar code to open the gate to enter property - **\$100.00 per incident.**
10. No real estate lock boxes may be installed on any home at any time – **bar code to be deactivated and lock box cut off and discarded.**

11. No Owner or occupant shall permit anything to fall from a window or patio, nor sweep or throw from the Property any dirt, cigarette butts or other substances onto any of the balconies or elsewhere in the Building or Property - **\$50.00 per occurrence.**
12. Washing cars on the property other than the driveway of home - **\$50.00 per incident.**
13. No cooking or grills are allowed on balconies of any home - **fine of \$10.00 per day beginning 7 days after written notice.**
14. **Coastal Bay** permits move-ins and move-outs Monday through Saturday from 8:00 AM until 5:00 PM. Under no circumstances are moves allowed on Sundays. Please contact the management company at least 72 hours in advance of your move to give them a \$300.00 damage deposit. This deposit will be required prior to your move. If no damage to the building or common areas occur, the deposit will be returned. Moving must be completed by 5:00 PM and vehicles removed from property - **fine of \$100.00 per incident.**
15. **Coastal Bay** has strict rules regarding leasing. If an owner rents his home without following our rules, we will assess a fine of **\$100.00**. In addition, the tenant will be required to conform to Association rules even if they were not provided with a copy of our governing documents in advance.
16. The sidewalks, entrances, passages, driveways and like portions of the Common Areas shall not be obstructed nor used for any purpose other than ingress and egress to and from the Property, nor shall any carts, bicycles, carriages, chairs, tables or other objects be stored therein, except in areas (if any) designated for such purposes - **\$50.00 per day.**
17. No linens, cloths, curtains, rugs, mops or laundry of any kind, or other articles shall be shaken or hung from any of the windows, doors or other portions of the Property - **\$50.00 per occurrence.**
18. No garbage, refuse, or rubbish shall be deposited anywhere, except as permitted by the Association - **\$50.00 per occurrence.**
19. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplied or other similar articles shall be maintained on any home so as to be visible from any home or parcel. Each owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and not placed outside the home for pick up earlier than 6:00 PM on the night preceding the pick up, and must be returned to the home so that they are not visible from outside the home on the day of pickup - **\$50.00 per occurrence.**
20. No radio or television, mechanical or electronic installation shall be permitted in any Unit which interferes with the television or radio reception in another Unit - **\$50.00 per day.**
21. No signs, advertisements, notices or other graphics shall be exhibited, displayed, painted or affixed in, on or upon any part of the Property, except signs approved by the Board of Directors - **\$50.00 per occurrence.**

22. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any home or on the Property except for usual household items - **\$50.00 per occurrence.**

23. No additional air-conditioning units may be placed or installed by homeowners or occupants. No Units shall have any aluminum foil placed on any glass in any window or glass door, or any tinted substance placed on any window or glass door without the prior written approval of the Board of Directors - **\$50.00 per day.**

24. Entrance doors shall be kept free of any decals or ornaments, except for a decal evidencing security services. Nor shall real estate lock boxes be allowed on doors anywhere on the property. When found they will be removed, subject to prior notice. The only exception is that small religious symbols may be permanently attached to a door frame so long as they measure no greater than 3" in height, 1" in width and ¼" in depth - **\$25.00 per day.**

## POLICY REGARDING PETS

IT IS THE POLICY of the **Coastal Bay Association** to set criteria for pets residing in this Community. It is the right of the Association to establish uniform rules and regulation pertaining to the use of Association property. Therefore, the following rules and fines for pets are in effect immediately.

1. Not more than two (2) domestic pets (limited to either dogs, cats or other common household pets) having a weight of no more than fifty (50) pounds per pet may be kept in a home, provided said pets: (i) are not kept, bred or maintained for any commercial purpose; (ii) are not a nuisance or annoyance to neighbors; and (iii) are not left unattended on balconies or outside the homes.
2. All pets must be registered and approved by the Board, which approval may be given or withheld in the sole discretion of the Board. No pit bulls or other breeds of pets considered to be dangerous by the Board shall be permitted.
3. Homeowners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the home. Pets may not be kept in or on the Common Areas, nor be walked through or kept in any pool area or any other recreational facilities of the Property. The Board shall have the right to require any pet to be removed from the Property if the pet causes unreasonable nuisance to the other homeowners or if the pet owner violates these restrictions or any Rules and Regulations promulgated by the Board from time to time.
4. The Developer, Board of Directors, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of this subsection, and any occupant of a home committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Association, and each homeowner in such regard. Without limiting the generality of these provisions hereof, a violation of the provisions herein shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine homeowners (as provided in the governing documents) and/or to require through order of the Board, any pet to be permanently removed from the Property.
5. If an owner or tenant is found in violation of this policy, the management company will notify the owner of the home via Certified Mail and First Class Mail that, if the violation is not remedied within ten days, a fine of **\$10.00 per day** will accrue and will be retroactive back to the date of the letter. After 30 days, if the violation is not remedied, the violation will be referred to the Association's attorney.
6. All pets must be carried or on a leash when outside the home or in common areas. After a written warning for non-compliance, the pet owner will be fined **\$50.00** for each infraction.
7. Failure to clean up solid dog waste - **\$100.00 per incident.**
8. Walking an animal without a bag or a feces removal device (device must be in view) - **\$50.00 per incident.**
9. Walking an animal without a leash - **\$50.00 per incident.**

10. No pet may create a nuisance as such to annoy and interrupt the peaceful enjoyment of the neighbors and community. Following a written complaint on the pet, the owner of the pet will be fined **\$50.00** for each infraction immediately following a hearing before the **Covenants Committee**. Following additional warnings, the **Board of Directors** retains the right to request the pet be removed immediately from the premises. The homeowner will be responsible for the fees and costs of any legal action required in enforcing this restriction.

11. Pets are not allowed on the pool deck, in the pool or Clubhouse - **\$100.00 for each infraction.**

## POLICY FOR PARKING AND VEHICULAR RESTRICTIONS

**IT IS THE POLICY** of the **Coastal Bay Association** to standardize parking of vehicles in this development. It is the right of the Association to establish uniform rules and regulations pertaining to the use of all Association property.

1. Parking of commercial vehicles is strictly prohibited on Association property. Commercial vehicles are defined as, but not limited to, the following and remain at the discretion of the Board of Directors: vehicles having exposed equipment, hoses, ladders or buckets; having lettering affixed to the vehicle for commercial purposes or advertising a business; vans with commercial equipment inside the van - **Vehicles will be towed at owner's expense.**
2. Abandonment of a vehicle or a vehicle without valid license plates in the parking lot - **Vehicles will be towed at owner's expense.**
3. Identification stickers will be placed to the rear left corner of the resident's car window. Once the sticker is applied to your vehicle, if you remove the sticker, you may be subject to an additional **\$50.00 fine and/or towing at owner's expense.**
4. Garages must be used for parking cars – not as a storage facility. We highly recommend you use the garage for parking to avoid fines and towing - **\$50.00 fine and/or towing at owner's expense.**
5. Owners and tenants are prohibited from parking in guest-only parking areas. - **Vehicles will be towed at owner's expense.**
6. Guest vehicles shall be parked forward into the guest-only parking spaces. No vehicle may be backed into a parking spot, so we can easily identify cars belonging to guests and the illegal cars. All guest vehicles must be moved every 24 hours. - **\$50.00 per incident plus towing at owner's expense.**
7. No vehicle which cannot operate on its own power shall remain in Coastal Bay for more than 12 hours, except in the garage of a home. No repair or maintenance, except emergency repair, of vehicles shall be made within Coastal Bay, except in the garage of a home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view - **\$50.00 per occurrence.**
8. No owner shall keep on the property a vehicle or motorcycle, which is deemed to be a **nuisance** by the Board. Tractor trailers and buses may not be parked on the property, except for providing a brief service to an owner and must be approved by the **Coastal Bay Board**. Boats, trailers, recreational vehicles, and PODS are not to be parked or stored on the property - **Vehicles will be towed.**
9. A repeat of the same offence (of any of the above) will be increased **\$100.00** for each violation up to a maximum of **\$1,000.00** per violation.

## POLICY FOR COLLECTION OF ASSESSMENTS AND FINES

**IT IS THE POLICY** of the **Coastal Bay Association** to impose late charges for unpaid Maintenance Assessments and to impose individual assessments to those homeowners who violate the provisions of the **Coastal Bay Documents**. It is the right of the Association to establish uniform guidelines for the collection of these assessments; therefore, the following collection procedures are in effect immediately.

1. The Maintenance Assessment is due quarterly on the 1<sup>st</sup> day of January, April, July and October. As stipulated in the Documents, a **fifteen-day (15) grace** period is allowed. A letter will be sent to any owner not current at the end of banking business day (**2:00 PM**) on the **16<sup>th</sup> day** following a quarterly due date. This letter will impose a late charge of **\$25.00**.

Individual assessments imposed on homeowners for violations of the governing documents are due not later than **thirty (30) days** after notification of the imposition of the assessment.

2. On the first day of the second month, i.e., one month after the assessment due date, any homeowner who has not paid the Maintenance Assessment **and** the late charge will receive a letter advising them that an interest rate at the highest amount allowed by law has begun to accrue. Interest on the Maintenance Assessment is effective on the original due date. In the case of individual assessments for violations, interest will begin to accrue one month after the assessment due date.
3. On the first day of the **third month**, i.e., two months after the assessment due date, the account will be turned over to the Association's Attorneys. The Attorneys will issue a letter of compliance (demand letter) to the homeowner requesting payment of the assessment, late charge, interest and all Attorney's fees and/or costs. In the case of assessments for violations, the account will be turned over on the first day of the third month following the fine due date. The Attorney's letter of compliance will request payment of the individual assessment, interest, and all attorney fees and/or costs.
4. If there is no response to the demand letter after forty-five days have elapsed, the Association Attorneys automatically issue a Claim of Lien, have it recorded, and forward it to the homeowner and the Association.
5. After the filing of the lien, as required by law, if there are no payments or stipulations, the Association Attorneys will proceed with notification to the homeowner of intent to initiate foreclosure. The Association Attorneys will file the paperwork necessary to initiate foreclosure proceedings.
6. All Maintenance Fees for the remainder of the calendar year will be immediately due. This is in accordance with the acceleration clause that is in our documents.

The Board of Directors apologizes for the tone of this letter, but unfortunately, many investor owners have ignored their obligations and have shown their disdain for **Coastal Bay** and its well being. Your Board is dedicated to maintaining the beauty and the value of **Coastal Bay** and will aggressively protect those goals with great vigor.

12.4 Amendments Affecting Surface Water Management System. Any proposed amendment to Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

12.5 Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

12.6 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

12.7 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Coastal Colony for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Coastal Colony if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

12.8 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Coastal Colony and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Coastal Colony. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

12.9 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.10 Driveway and Sidewalk Easement. Each Owner shall be responsible to repair any damage to a driveway which comprises part of a Home and the sidewalk abutting the front Lot of the Home, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

13. Multi-Purpose Taxing District. It is anticipated that a multi-purpose taxing district may maintain the lakes, perimeter walls and/or entrance features within Coastal Colony and, possibly, an adjacent community. Each Home shall be subject to assessment for the operation of such district.

14. Use Restrictions. Each Owner must comply with the following:

14.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

14.2 Animals. No animals of any kind shall be raised, bred or kept within Coastal Colony for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Palm Beach County ordinances up to a limit of two (2) such pets weighing thirty (30) or less pounds each per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Coastal Colony designated for such purpose, if any, or on that



Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

14.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

14.4 Cars and Trucks.

Motorcycles Set back & keys  
VII. noise

14.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, as appropriate, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Coastal Colony or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Coastal Colony has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Coastal Colony except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Coastal Colony.

14.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain in Coastal Colony for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Coastal Colony, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

14.4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept with Coastal Colony except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Coastal Colony facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in Coastal Colony. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

14.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 15.3.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

14.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within Coastal Colony. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Coastal Colony. No solicitors of a commercial nature shall be allowed within Coastal Colony, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

14.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Coastal Colony. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND RESIDENTIAL ATMOSPHERE THEREOF.

14.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

14.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Coastal Colony.

14.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Coastal Colony without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

14.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Coastal Colony complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

14.12 Drainage System. Drainage systems and drainage facilities may be a part of the Common Areas, and/or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities in the event that such drainage system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

14.13 Driveway Easement. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

14.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

14.15 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping as permitted by this Declaration. All enclosures of balconies or patios, including, without limitation, addition of vinyl windows and all decks shall require the prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet or less, wood (natural wood, white or other color approved by the ACC), shadowbox, or stockade. The rear of lakefront Lots may only be fenced with white aluminum picket fence, no higher than four (4) feet.

14.16 Fuel Storage. No fuel storage shall be permitted within Coastal Colony, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

14.17 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

14.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

14.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine

otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

14.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Developer is not providing any irrigation to the Homes. Association may require, from time to time, that Owners adopt systems to prevent stains (e.g., automatic de-ionization systems). The Front Yard of each Home may be equipped with irrigation lines, depending on the model of the Home. No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways and lakes to irrigate Common Areas subject to applicable permitting. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the Association and shall be deemed part of the Common Areas.

14.21 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Areas. The Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

14.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home, Lot, or Parcel. No clothes drying area may be placed in Coastal Colony except within the boundaries of a Lot. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

14.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Coastal Colony. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Coastal Colony shall be the same as the responsibility for maintenance and repair of the property concerned.

14.24 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

14.24.1 Every Owner shall be required to irrigate the grass and landscaping the lawn of their Home in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Home.

14.24.2 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 15.15 herein, shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

14.24.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Coastal Colony, no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

14.24.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

14.25 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional care giver residing within the Home.

14.26 Maintenance by Owners.

14.26.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadowbox fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Coastal Colony by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

14.26.2 Lawn Maintenance. Owner shall cut and edge the lawn of such Owner's Home. Owner shall maintain the trees and hedges of such Owner's Home and shall fertilize the lawn of the Home. Owner shall also weed the plant bed(s) of such Owner's Home. Owner shall be responsible for the maintenance of the sprinkler system (the installation of which is subject to ACC approval) and all landscaping of such Owner's Home. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that is fenced. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, LAWN MAINTENANCE EXPENSES FOR A HOME SHALL BE THE INDIVIDUAL RESPONSIBILITY OF THE OWNER OF SUCH HOME.

14.26.3 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

14.26.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

14.27 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Coastal Colony. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

14.28 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Coastal Colony is permitted. No firearms shall be discharged within Coastal Colony. Nothing shall be done or kept within the Common Areas, or any other portion of Coastal Colony, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

14.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of Coastal Colony, which is unsightly or which interferes with the comfort and convenience of others.

14.30 Pools. No pools shall be permitted.

14.31 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Coastal Colony, change the level of the land within Coastal Colony, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Coastal Colony. Owners may not place additional plants, shrubs, or trees within any portion of Coastal Colony without the prior approval of the ACC

14.32 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Notwithstanding Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

14.33 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must first be approved by the ACC in order to address the safety and welfare of the residents of Coastal Colony. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

14.34 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

14.35 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

14.36 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or

otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

14.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Developer is not providing any irrigation to the Homes. Association may require, from time to time, that Owners adopt systems to prevent stains (e.g., automatic de-ionization systems). The Front Yard of each Home may be equipped with irrigation lines, depending on the model of the Home. No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways and lakes to irrigate Common Areas subject to applicable permitting. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the Association and shall be deemed part of the Common Areas.

14.21 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Areas. The Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

14.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home, Lot, or Parcel. No clothes drying area may be placed in Coastal Colony except within the boundaries of a Lot. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

14.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Coastal Colony. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Coastal Colony shall be the same as the responsibility for maintenance and repair of the property concerned.

14.24 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

14.24.1 Every Owner shall be required to irrigate the grass and landscaping the lawn of their Home in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Home.

14.24.2 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 15.15 herein, shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

14.24.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Coastal Colony, no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

14.24.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

14.25 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional care giver residing within the Home.

14.26 Maintenance by Owners.

other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Coastal Colony that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). Owners of Homes must obtain "For Sale" and "For Rent" signs may not be larger than 6" x 12". No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Coastal Colony, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, and United States flags shall be permitted without ACC approval.

14.37 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Coastal Colony without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

14.38 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

14.39 Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Coastal Colony, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

14.40 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Coastal Colony or within any Home or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

14.41 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Coastal Colony. Boating and personal watercrafts (e.g. jet skis) are prohibited, but non-motorized boats such as sailboats or canoes are permitted. No docks may be erected within any waterbody.

14.42 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

14.43 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

14.44 Wells. Wells are prohibited.

14.45 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

14.46 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

14.47 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

## 15. Insurance.

15.1 Association. Association shall maintain the following insurance coverage

15.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program

