

CFN 20210157751
OR BK 32364 PG 1608
RECORDED 04/08/2021 13:11:53
Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1608-1627; (20Pgs)

This instrument prepared by and return to:
Scott M. Hyman, Esq.
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301

**CERTIFICATE OF AMENDMENT TO
RULES AND REGULATIONS OF PALM BEACH PLANTATION**

This instrument ("Amendment") is made as of the 30 day of March, 2021, by PALM BEACH PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") organized pursuant to Chapter 720, Florida Statutes, et seq. whose principal office is located at 8751 Palm Beach Plantation Blvd., Royal Palm Beach, Florida 33411.

WHEREAS, there has been executed and recorded in Official Records Book 16220, Page 178, et seq., of the Public Records of Palm Beach County, Florida, that certain "Declaration of Covenants and Restrictions of Palm Beach Plantation" as subsequently amended (hereinafter referred to as the "Declaration");

WHEREAS, pursuant to Section 2.4 of the Declaration and Section VII(2) of the Association's Articles of Incorporation, the affairs, duties and powers of the Association shall be generally administered and exercised by the Association's board of directors (the "Board");

WHEREAS, pursuant to Sections 2.8 and 2.11 of the Declaration, Section III(2)(d) of the Association's Articles of Incorporation, and Sections IV(9) and XII of the Association's Bylaws, the Board has the power to make, adopt, amend and enforce rules and regulations governing the operation and use of the common areas, lots, units and other property under the jurisdiction of the Association, as well as traffic regulations governing the use of the streets; and

WHEREAS, at a duly convened and properly noticed Meeting of the Board of Directors held on March 16, 2021, the Board affirmatively voted to adopt and amend certain rules and regulations (the "Rules") as more particularly set forth in this Amendment.

NOW, THEREFORE, the Association hereby declares that the Rules are hereby adopted and amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. The Capitalized terms used in this Amendment shall have the same respective meanings ascribed to them in the Declaration, unless the context reasonably requires a different interpretation.
3. The Rules are hereby adopted and amended in the manner set forth in Exhibit "A" which is attached hereto and incorporated into this Amendment as though fully set forth herein.
4. This Amendment shall become effective upon recording amongst the Public Records of Palm Beach County.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

WITNESSES:

PALM BEACH PLANTATION HOMEOWNERS
ASSOCIATION, INC., a not-for-profit Florida
corporation

V. J. J. J. J.
Witness Name and Signature

By: Susanne Hachigian
President

V. J. J. J. J.
Witness Name and Signature

Francine Stawisky
Witness Name and Signature

By: Francine Stawisky
Secretary

Francine Stawisky
Witness Name and Signature

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, on this 30 day of March, 2021, by Susanne Hachigian,
the President of Palm Beach Plantation Homeowners Association, Inc., a Florida corporation not-for-
profit, freely and voluntarily under authority duly vested in him/her by said corporation. He/She is
personally known to me or has produced _____ as identification.



AGNIESZKA KIRAGA
NOTARY PUBLIC
My Commission Expires: 01/14/2023

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, on this 30 day of March, 2021, by Francine Stawisky,
the Secretary of Palm Beach Plantation Homeowners Association, Inc., a Florida corporation not-for-
profit, freely and voluntarily under authority duly vested in him/her by said corporation. He/She is
personally known to me or has produced _____ as identification.



AGNIESZKA KIRAGA
NOTARY PUBLIC
My Commission Expires: 01/14/2023

EXHIBIT "A"

Rules and Regulations for Palm Beach Plantation Homeowners Association, Inc.

Any Capitalized terms which are used in these rules and regulations (the "**Rules and Regulations**") but not defined shall have the same respective meanings which are ascribed to them in the Declaration of Covenants and Restrictions for Palm Beach Plantation Homeowners Association Inc. as it may be amended from time to time (the "**Declaration**"), unless the context reasonably requires a different interpretation.

General

1. *Effect of these Rules and Regulations.* These Rules and Regulations shall be in addition to, and not in lieu of, all other provisions and restrictions which are set forth in the Association's Declaration, Articles of Incorporation and By-Laws.
2. *Owner Responsibility.* With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors and other persons for whom such Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.
3. *Observance of Governmental Requirements.* All applicable laws, zoning ordinances, codes, orders, rules, regulations and requirements of governmental bodies having jurisdiction over Palm Beach Plantation (collectively, "**Governmental Requirements**") shall be observed. Violations of Governmental Requirements relating to Palm Beach Plantation, the Common Areas, any Lot or any residential dwelling constructed on a Lot including the garage (a "**Home**") shall be corrected by, and at the sole expense of, the responsible Owner and/or tenant and, as may be appropriate.
4. *Improper Use.* No improper, offensive hazardous or unlawful use shall be made of Palm Beach Plantation, any Common Areas or any Lot or Home. No illegal activity may be conducted in or on any portion of Palm Beach Plantation, any Common Areas or any Lot or Home.
5. *Nuisance.* No portion of any Lot or Home, or of Palm Beach Plantation, shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing or material be kept on any portion of any Lot or Home, or in any part of Palm Beach Plantation, that will emit foul or noxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding Lots. No offensive, obnoxious or hazardous activity shall be carried on in any Lot or Home, or in any part of Palm Beach Plantation, nor shall anything

be done therein which may be or become an unreasonable annoyance or nuisance to any Owner or resident or which interferes with the peaceful possession or proper use of the Lots, Homes, Common Areas or the surrounding areas. Nothing shall be done within Palm Beach Plantation or any Lot or Home which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or such Owner's family members, guests, invitees or tenants who are residing in or using any portion of Palm Beach Plantation. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity constitutes a nuisance.

6. *Disturbances.* No loud noises or noxious or unpleasant odors shall be permitted or caused by any person in Palm Beach Plantation. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners or residents without the prior written approval of the Board: (a) horns, whistles, bells or other sound devices; (b) noisy or smoky vehicles; or (c) any items which may unreasonably interfere with television or radio reception. No Owner, tenant, resident, guest or invitee shall operate radios, televisions, stereo systems or other electronic music or sound systems, musical instruments or any other noise-producing items at times or at volume levels which shall disturb others. Notwithstanding the foregoing, the following items may be used on an as-needed and temporary basis as long as they do not cause an unreasonable annoyance or nuisance to, or disturb the peace, quiet, safety, comfort or serenity of, the occupants of surrounding Lots: generators, lawn and yard maintenance equipment (such as trimmers, mowers, blowers and weed eaters), pressure washers, power equipment and power tools.

7. *Violations and Enforcement.*

In the event an Owner, or a tenant, occupant, invitee or guest of an Owner's Lot, fails to comply with any limitations, restrictions or provisions contained in the Association's Declaration, Articles of Incorporation, By-Laws or Rules and Regulations (collectively, the "**Governing Documents**"), or fails to comply with any Governmental Requirements or any other agreement, document or instrument affecting Palm Beach Plantation, as they each may be respectively amended from time to time, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, to impose a charge on the Owner for the sums necessary to do whatever work is required to put the Owner or Lot in compliance, to avail itself of any and all remedies in the Governing Documents, to avail itself of any and all remedies in the Homeowners' Association Act under Chapter 720 of the Florida Statutes as it may be amended from time to time (the "**HOA Act**"), and/or any combination thereof. In any proceeding arising because of an alleged failure to comply with the Governing Documents, the Governmental Requirements or any other applicable limitations, restrictions or provisions, the prevailing party shall be entitled to recover the costs of the proceeding and such party's reasonable attorneys' fees (including appellate attorneys' fees).

In addition to all other remedies, the Association shall have the right to impose suspensions, as well as impose and collect fines, in accordance with the procedures, parameters and requirements set forth in Section 720.305, Florida Statutes, as it may be amended from time to time. Notwithstanding the foregoing or anything else that may be contained herein to the contrary: (i) the Association shall have the right to impose reasonable fines, and such fines may exceed One Hundred Dollars (\$100.00) per violation and/or match the highest rate per violation which is allowed under applicable law from time to time; (ii) a fine may be levied for each day of a continuing violation at the highest rate allowed under applicable law from time to time, and such fines may exceed One Thousand Dollars (\$1,000.00) in the aggregate or any such other statutory threshold after which fines may become lienable under applicable law from time to time; and (iii) fines of One Thousand Dollars (\$1,000.00) or greater (or such other amount as shall be allowed under applicable law from time to time) which remain unpaid by an Owner after they become due may be imposed by the Association as an individual assessment against only such Owner and such Owner's Lot pursuant to the procedures set forth in Section 720.303(2)(c)(2) of the Florida Statutes (as it may be amended from time to time), and may become a lien against the applicable Lot which lien may be foreclosed in the same manner as an assessment under the Governing Documents and applicable law.

8. *Variances.* The Board shall have the right and power, but in no event the obligation, to grant variances or waivers from time to time for the provisions and restrictions in the Governing Documents for good cause shown, in the reasonable discretion of the Board. Such variances or waivers shall be revocable at any time by the Board, and they shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board, nor shall they be deemed to alter, waive or otherwise impair the operation or effect of the applicable provisions of the Governing Documents in any instance in which such variance or waiver is not granted.

Parking and Vehicular Restrictions and Traffic Regulations

1. The parking of vehicles within Palm Beach Plantation shall be restricted to the driveway and garage located upon each Lot, as well as any designated parking areas within Palm Beach Plantation, subject to any applicable rules governing the use thereof. In addition, vehicles may be parked in the Common Area streets, subject to the following restrictions: (a) no vehicle may be parked on the streets overnight between the hours of 1:00 AM and 7:00 AM; (b) on odd-numbered months (i.e., January, March, May, July, September and November), any vehicle which is parked in the street must be parked on the side of the street having "odd" numbered house addresses; and on even-numbered months (i.e., February, April, June, August, October and December), any vehicle which is parked in the street must be parked on the side of the street having "even" numbered house addresses; and (c) no vehicle may be parked in a manner which would hinder, impede or obstruct a

mailbox. Furthermore, no vehicle may be parked in any swale or grass areas in Palm Beach Plantation.

2. No vehicle may be parked in any swale or grass areas in Palm Beach Plantation. Furthermore, no vehicle or other possessions belonging to an Owner or tenant, or to an Owner's or tenant's family member, guest or invitee, shall be parked, stored, placed or positioned in such a manner as to hinder, impede or obstruct: (a) ingress or egress to the driveway on any other Lot; (b) pedestrian or other passage across or within sidewalks; and/or (c) traffic on the streets of Palm Beach Plantation.
3. No vehicle may be parked in the parking lot in front of the Association's clubhouse (the "**Clubhouse Parking Lot**") overnight between the hours of 1:00 AM and 7:00 AM, unless such person has obtained an overnight parking permit from the Association. In the event that an Owner or tenant has an unexpected or last-minute overnight guest who needs to park in the Clubhouse Parking Lot, such Owner or tenant must immediately notify the Association's security so as to avoid potential violations and towing or booting (i.e., the placement of an immobilization device on a vehicle). No person may use the Clubhouse Parking Lot for long-term or permanent parking purposes, and the Association will not issue any such permits for long-term parking.
4. Parking in Palm Beach Plantation shall be restricted to private automobiles and passenger-type vans, jeeps, pick-up trucks and sport utility vehicles, as well as motorcycles and motor scooters but only if such motorcycles and motor scooters are properly approved by the Association in accordance with Section 5.14 of the Declaration. No person shall park, store or keep, on any Lot or in any portion of Palm Beach Plantation, any boats, jet skis, all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), golf carts, recreational vehicles, commercial type vehicles (for example, dump trucks, mobile homes, motor homes, campers, trailers, cement mixer trucks, oil or gas trucks, delivery trucks), any vehicles with any kind of commercial-type visible signage/graphics/lettering or any vehicles with exposed equipment or supplies (such as ladders, lumber, glass, tools, toxic materials, etc.), except: (i) temporarily for pick-up/delivery purposes or temporarily for the provision of commercial services; (ii) in spaces which are expressly approved in writing in advance by the Association and in accordance with any time constraints imposed thereon; (iii) in an enclosed garage; and/or (iv) in the case of a vehicle with commercial-type visible signage/graphics/lettering, if such signage/graphics/lettering is completely covered so as to not be visible. All Owners, tenants and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing into Palm Beach Plantation, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may be prohibited.
5. The operation of motorized scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in Palm Beach Plantation except that: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts may be operated within Palm Beach Plantation, subject to any

further Rules and Regulations promulgated by the Board. Notwithstanding the foregoing, no person under the age of 14 may operate or drive a golf cart within Palm Beach Plantation. In addition: (i) no golf cart shall be driven while any person is standing in the golf cart or standing on the back platform of the golf cart; (ii) all persons riding in a golf cart must keep their arms, legs and other body parts inside the golf cart at all times; and (iii) golf carts shall not be driven on any swale, grass area, or sidewalk.

6. Motorcycles and other loud vehicles (if properly approved by the Association in the first place) must be properly equipped with noise muffling equipment so that the operation of same does not create an annoyance to other residents.
7. No person may keep any other vehicle within Palm Beach Plantation which is deemed to be a nuisance by the Board of Directors. Any vehicle, in the sole discretion of the Association, constitutes a nuisance or inconvenience to other residents in Palm Beach Plantation shall be permanently removed upon the request or demand of the Association. In the event of any such removal, all costs of such removal shall be the responsibility of the vehicle owner.
8. No Owner, tenant, occupant or other person shall race the engine of any vehicle upon any portion of Palm Beach Plantation.
9. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, smoke, exhaust emission, appearance or otherwise. No vehicle is permitted within Palm Beach Plantation which leaks oil, brake fluid, transmission fluid or other fluids.
10. Vehicles which cannot operate under their own power and which remain within Palm Beach Plantation for more than seventy-two (72) hours shall be prohibited, unless parked inside the garage of a Home.
11. No person shall perform any repairs or restorations of any motor vehicle, boat or other vehicle within Palm Beach Plantation, unless: (a) such repair or restoration is an emergency; or (b) such repair or restoration is made within the garage of a Home and with the garage door closed.
12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within Palm Beach Plantation.
13. All Owners, and their family members, guests, invitees and tenants, shall obey the parking regulations imposed and/or posted by the Association in the streets and driveways in Palm Beach Plantation, and shall further obey any other traffic regulations promulgated by the Board.
14. All traffic control and parking restriction signs must be obeyed. The laws, rules and regulations enacted by federal, state, county and municipal governments establishing rules of the road, licensing and registration, required equipment and safety responsibility apply

within Palm Beach Plantation and must be obeyed.

15. All vehicles must be driven at a safe speed for prevailing conditions, but not greater than the posted speed limit. Unless otherwise posted, speed limits are: (i) twenty-five (25) miles per hour on Pineland Road and on the east-west strip of Palm Beach Plantation Boulevard between the roundabout intersection of Pineland Road/Palm Beach Plantation Boulevard and the front gate which is adjacent to Lyons Road; and (ii) fifteen (15) miles per hour in all other portions of Palm Beach Plantation.
16. The following restrictions shall apply to Palm Beach Plantation's vehicle entrance gates:
 - a. No vehicle may enter an automated entrance gate without a valid and operational entrance gate access device, including, but not limited, to clickers, transponders, access cards, keys and the like (collectively, the "**Entry Devices**"). Any person who is riding in a vehicle without possession of a valid and operational Entry Device shall be required to enter Palm Beach Plantation through security in the guest lane at the gate which is adjacent to Lyons Road.
 - b. No Owner or tenant shall be permitted to allow anyone to use an Entry Device other than the permanent members of such Owner's or tenant's household. No Owner or tenant shall be permitted to use an Entry Device to allow a vehicle into Palm Beach Plantation other than the vehicle in which the Owner or tenant is then riding.
 - c. No person may intentionally open or hold open an entrance gate allowing an unauthorized vehicle to enter, or otherwise facilitate an unauthorized gate entry.
 - d. No driver of a vehicle may permit their vehicle to enter Palm Beach Plantation through any exit gate, nor may any driver of a vehicle permit their vehicle to exit Palm Beach Plantation through any entrance gate.
 - e. No driver of a vehicle may "tailgate" another vehicle through an entry gate or exit gate without waiting for the gate arm to drop down and re-cycle.
 - f. All drivers must wait until the entry/exit gates are fully open before driving a vehicle through such gates, and no driver of a vehicle may permit their vehicle to tap, knock, hit or strike an entry/exit gate.
 - g. Entry Devices are solely for the use of Owners, tenants and residents in "good standing." An Owner, tenant or resident who is who "not in good standing," as that term is used in the Declaration, shall not be entitled to use Entry Devices, and the Association may disable such person's Entry Device. If an Owner is "not in good standing," then such status shall apply to such Owner and all of the Owner's family members, tenants, guests and invitees.
17. Subject to applicable law, the Association may cause any vehicle, boat, motorcycle or trailer which is parked in violation of the Governing Documents to be towed or booted (i.e., the placement of an immobilization device on the subject vehicle, boat, motorcycle or trailer) at the sole expense and risk of the owner of such vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act, by reason of such towing or booting/immobilization.

Animals and Pets

1. The breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within Palm Beach Plantation shall be prohibited.
2. Unusual pets shall not be kept, raised, bred or maintained on any portion of Palm Beach Plantation, including any Common Areas, Lot or Home. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, felines other than cats, canines other than dogs, rodents, and any other animals or pets which may be prohibited by Board-adopted rules. Free-ranging animals (i.e., animals that spend all or a portion of their time outdoors where they may prey on wildlife) are all prohibited and shall not be kept, raised, bred or maintained on any portion of Palm Beach Plantation, including any Common Areas, Lot or Home.
3. Every pet owner shall be strictly responsible for the behavior of his or her pet. Pet owners shall be responsible for any property damage, personal injury or disturbance which their pet may cause or inflict in Palm Beach Plantation. Each person who determines to keep an animal in Palm Beach Plantation agrees to and shall indemnify the Association and hold the Association harmless against any loss, damage, injury or liability of any kind or character whatsoever arising from or caused by the pet's presence or actions in Palm Beach Plantation.
4. Pets shall not be left unattended or unsupervised outside of a Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present with the pet at the Home. All dogs, cats and other animals (as may be applicable) shall be carried by their owners, or walked on a leash that affords reasonable control over the animal, at all times when outside of a Home or outside of a fenced-in area.
5. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within Palm Beach Plantation, except in areas which are designated by the Association (if any).
6. All pets in Palm Beach Plantation shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
7. If any pet or animal becomes a nuisance or obnoxious to other residents within Palm Beach Plantation by barking or otherwise, the owner of the pet shall cause the problem to be immediately corrected.
8. Any pet or animal which, in the sole discretion of the Association, endangers the health or safety of persons, has the propensity for dangerous or vicious behavior, makes objectionable noise or constitutes a nuisance or inconvenience to other residents in Palm Beach Plantation shall be permanently removed upon the request or demand of the Association. In addition to any other rights provided under the Governing Documents or

under applicable law, the Association may require the owner of a pet or animal to permanently remove any such pet or animal from Palm Beach Plantation for repeated violations of the Governing Documents. In the event of any such removal, all costs of such removal shall be the responsibility of the owner of the pet or animal.

Miscellaneous Rules and Regulations

1. *Signs and Flags.* Except for "For Sale" signs as permitted by the Declaration or any other signs which are expressly permitted by the HOA Act, no sign, display, poster, advertisement, notice or other lettering whatsoever may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of the Common Areas, any street, any Lot or any Home in Palm Beach Plantation, unless same is approved in writing by the Board prior to display thereof. Such approval by the Board may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board. Except for the types of flags which are expressly permitted by the HOA Act, no flag, banner, fabric or other decoration shall be exhibited, displayed or affixed in public view of any portion of the Common Areas, any street, any Lot or any Home in Palm Beach Plantation, unless same is approved in writing by the Board prior to display thereof. Such approval by the Board may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.
2. *Holiday Decorations.* No "winter" holiday decorations, displays or lights shall be displayed before Thanksgiving of each year, and any such decorations, displays or lights shall be removed by no later than January 15 of the following year. For any other holiday, the applicable decorations, displays and lights shall not be displayed more than two (2) weeks before the start of the holiday, and they shall be removed within two (2) weeks after the end of such holiday. No decorations for an event or party shall be displayed except on the day of the event (e.g., football player blowup, banners, etc.).
3. *Hurricane Shutters.* No hurricane shutters shall cover window or door openings except during periods of hurricane watches or warnings, or tropical storm watches or warnings, which impact Palm Beach Plantation. Any removable type of hurricane shutters attached to the Home shall be immediately removed after a hurricane or tropical watch or warning has been lifted. Upon issuance of an official hurricane or tropical storm watch or warning, each Owner or tenant (as may be applicable) shall take all actions necessary to prepare his/her Lot for any such hurricane or tropical storm, which shall include, without limitation: (i) removing all outdoor furniture, potted plants and other movable, unsecured or loose objects and items from exterior portions of the Home; (ii) complying with all rules and regulations which may be adopted, amended or supplemented by the Association from time to time; and (iii) complying with all directives from the Association bearing on the safety and wellbeing of others.
4. *Portable Sports Equipment.* Portable sports equipment, including, but not limited to, basketball hoops and sports nets (e.g., hockey, baseball, soccer, volleyball, etc.) shall not be permitted on the road at any time, shall not be permitted on any sidewalk at any time, and shall be stored inside or directly next to the Home when not in use. All basketball

hoops and backboards in front yard areas shall be permitted in the driveway only at a location which is no closer than midway between the garage door and the front property line, and they shall never be positioned in a manner which encourages playing on a sidewalk, on a neighbor's property or in a street. Basketball hoops which are visible from the street or from another Lot must be mechanically sound, clean and well maintained. The net on a basketball hoop must always be intact. A basketball hoop shall not become an unsafe or unsightly nuisance. The Association, in its sole judgment, may require the removal of any basketball hoop which has become unsafe or unsightly, at the sole cost of the applicable Owner and/or tenant.

5. *Trash and Other Materials.* No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material (collectively, "Trash") shall be kept, stored, permitted or allowed to accumulate on the Lots, or in any portion of Palm Beach Plantation, in a manner that is visible from the street or any other Lot other than at times of scheduled curbside trash pick-up. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of Palm Beach Plantation. Each Owner shall regularly pick up all Trash around the Lot and Home.
6. *Residential Use.* Each Lot is restricted to use as a single-family private dwelling for residential purposes and for no other purpose. No business, profession or trade of any type shall be conducted in or from any portion of the Lots; provided, however, that a Lot may be used as a home office if: (1) the home office use and related business activity conforms to, and complies with, all applicable laws, ordinances and other governmental regulations; (2) the home office is not staffed by any employees; (3) the home office is not used to receive clients and/or customers; (4) the home office does not generate visitors or traffic into the Lot or on any part of Palm Beach Plantation; (5) the existence or operation of the home office or related activity is not apparent or detectable by sight, sound or smell from outside the Lot; and (6) the home office and related activity is consistent with the residential character of Palm Beach Plantation and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Palm Beach Plantation, as may be determined in the sole discretion of the Board of Directors.
7. *Moving.* Owners or tenants who are moving in or out of Palm Beach Plantation shall do so between the hours of 8:00 am and 9:00 p.m. Portable self-storage containers are not permitted without the prior written approval of the Board, with such approval to include the type and size of the particular container, the specific location on a Lot that the container will be kept, and the duration that such container may be kept on the Lot. Any such approval by the Board may be revoked by the Board at any time and in the Board's sole discretion. Assuming that proper approval from the Board has been obtained, portable self-storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such containers be placed on the Common Areas or on property which is owned by the Association.
8. *Recording and Broadcasting of Association Meetings.* Owners shall provide not less than twenty-four (24) hour advance written notice to the Board expressing their desire to utilize

any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, “**Association Meetings**”). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have recorded an Association Meeting shall not share such recording (or any portion thereof) with non-Owners. Live streaming, broadcasting and/or posting of Association Meetings, including, without limitation, through Periscope, Facebook, Instagram, Twitter or other similar social media platforms, is prohibited.

Rules for the Common Area Basketball Court

1. Unless different hours are posted, the common area basketball court (the “**Basketball Court**”) is open from 8 a.m. until dusk. No person shall access or use the Basketball Court outside of the foregoing hours (or the posted hours, if applicable), or during any other time that the Basketball Court has been locked or restricted by the Association.
2. Use of the Basketball Court shall limited to one (1) hour of play. Play may continue as long as no other players are waiting at the expiration of the preceding time limit.
3. No Owner or tenant may have or invite more than four (4) guests at the Basketball Court at any given time. The applicable Owners or tenants shall accompany and remain with their guests at all times during their guests’ use of the Basketball Court. No guest shall be permitted to use the Basketball Court at any time unless the applicable Owner or tenant is also present.
4. The Basketball Court is restricted to the playing of appropriate basketball games or basketball game-related activities only.
5. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the Basketball Court.
6. No alcoholic beverages, intoxicants, smoking (including, but not limited to, cigarettes, cigars, e-cigarettes and vaping), food or breakable containers shall be permitted on the Basketball Court.
7. All belongings shall be removed from the Basketball Court when play is complete. Neither the Association nor the Board shall be responsible for belongings which are lost or stolen.
8. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior which results in damage to the Basketball Court and/or related equipment caused by the Owner and/or the Owner’s family members, tenants, guests, invitees and others for whom the Owner is responsible.

9. Use of the Basketball Court by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility or area is strictly prohibited, unless the prior written approval of the Association is obtained.
10. Boisterous or profane language shall not be used by players or spectators at the Basketball Court.
11. Only proper attire and athletic shoes shall be worn on the Basketball Court. No swimsuits or bare chests shall be allowed when playing on the Basketball Court. Only sneakers shall be worn on the Basketball Court. Black soled sneakers shall not be permitted on the Basketball Court.
12. No music devices or speakers shall be permitted in the Basketball Court without the use of headphones.
13. The Association's management, security and other agents will perform periodic monitoring checks to ensure compliance with these rules and requirements regarding the Basketball Court. Anyone who is in violation of such rules and requirements will be asked to, and must immediately, leave the Basketball Court.
14. THE BASKETBALL COURT SHALL BE USED AT THE RISK OF THE PERSON USING OR PLAYING ON THE BASKETBALL COURT.

Rules for the Fitness Center/Gym

1. The hours of operation for the fitness center/gym in the Association's clubhouse (the "**Gym**") shall be as established by the Board and/or posted at the Gym from time to time. No person shall access or use the Gym outside of the established or posted hours (as may be applicable), or during any other time that the Gym has been locked or restricted by the Association.
2. No person shall be permitted to enter or use the Gym unless they have in their possession a valid access identification card which is issued by the Association (an "**Association ID Card**"), or unless they are in the Gym with a person who has an Association ID Card in their possession. The Association's management, security and other agents will perform periodic monitoring checks to ensure compliance with this requirement. Anyone who is in the Gym without an Association ID Card in their possession (or without a person who has an Association ID Card in their possession) will be asked to, and must immediately, leave the Gym. Association ID Cards may be obtained from the Association's clubhouse during regular business hours.
3. No Owner or tenant may have or invite more than two (2) guests at the Gym at any given time. The applicable Owners or tenants shall accompany and remain with their guests at

all times during their guests' use of the Gym. No guest shall be permitted to use the Gym at any time unless the applicable Owner or tenant is also present.

4. No person shall be permitted to open or hold open an entrance door to the Gym so that another person may enter the Gym. The Association ID Card must be swiped through the access machine for every instance of access by any person into the Gym so that there is a record of same.
5. A thirty (30) minute time limit shall apply on all cardiovascular equipment when someone is waiting.
6. Only proper attire shall be worn in the Gym, and athletic shoes and shirts must be worn at all times while in the Gym.
7. No alcoholic beverages, intoxicants, smoking (including, but not limited to, cigarettes, cigars, e-cigarettes and vaping), food or breakable containers shall be permitted in the Gym.
8. Boisterous or profane language shall not be used by any person in the Gym.
9. Headphones must be used when listening to personal music. No music devices or speakers shall be permitted in the Gym without the use of headphones.
10. No person shall be permitted to prop or keep open any doors.
11. All equipment must be returned to their proper storage location after usage.
12. All equipment must be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the Gym for that purpose.
13. All personal belongings shall be removed from the Gym when leaving, and all trash or other disposable items must be properly discarded. Neither the Association nor the Board shall be responsible for belongings which are lost or stolen.
14. As a courtesy to others, people exercising are requested to allow others to work in with them.
15. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior which results in damage to the Gym and/or related equipment caused by the Owner and/or the Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
16. The Association's management, security and other agents will perform periodic monitoring checks to ensure compliance with these rules and requirements regarding the Gym.

Anyone who is in violation of such rules and requirements will be asked to, and must immediately, leave the Gym.

17. THE GYM AND THE EQUIPMENT THEREIN SHALL BE USED AT THE RISK OF THE PERSON EXERCISING OR USING SUCH EQUIPMENT.

Tenants and the Leasing of Lots

1. In accordance with the Declaration, no Lot may be leased or subleased without the prior approval of the Association. For the purposes of this subsection entitled "Tenants and the Leasing of Lots," a "lease" shall mean any lease, sublease, rental, use, occupancy, licensing or similar agreement (including any renewal thereof), whether written or otherwise, between an Owner and a person in which the Owner permits that person to use, occupy or reside in the Owner's Lot in return for the person paying a fee, gratuity or emolument, providing a service, or agreeing to a reciprocal use, occupancy or residence with or to the Owner. For the purposes of this subsection entitled "Tenants and the Leasing of Lots," in the event of a proposed or approved sublease, the term "Owner" shall be deemed to include the Owner and the applicable or proposed sublessor, and the term "tenant" shall be deemed to include the tenant and the applicable or proposed sublessee. An Owner intending to make any lease shall provide to the Association written notice of such intention, including, but not limited to: (1) a copy of the documentation evidencing the intended lease, including, but not limited to, a copy of the offer, contract or lease and a copy of any other documentation or information pertaining to the proposed lease as the Association may reasonably require; and (2) any documentation or information pertaining to the proposed tenant(s) and all intended or proposed occupants, as the Association may reasonably require, including, but not limited to, completed applications on forms prescribed by the Association. If the Association requires additional items or information, then an application shall not be considered complete until such items and information have been delivered to the Association.
2. The Association may charge a fee in connection with the approval of any lease, provided, however that such fee may not exceed \$300 per applicant (or the maximum amount allowed under applicable law, whichever is greater, as may be modified from time to time by a proper resolution of the Board) other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease is a renewal of a lease with the same lessee, no charge shall be made. The Association shall have the right to conduct or cause to be conducted screening of potential tenants, occupants and residents, including, without limitation, criminal records at the federal and state levels, the Florida Sexual Predators and Offenders Registry (or other similar registry), credit reports, tenant history, employment verification, character references, history of lawsuits, liens, bankruptcy filings and landlord verification. Any additional persons who will use, occupy or reside in the Lot as a permanent occupant subsequent to the initial approval must also be submitted to the background and screening process. Additionally, the proposed tenant(s) and any other intended or proposed occupants of the Lot shall make themselves available for a personal interview with the Board of Directors, if desired by the Board of

Directors (which may, at the Board's sole discretion, be conducted in person or via real time videoconferencing, internet-enabled video-conferencing, or similar electronic or video communication). If the Board of Directors requires an application fee, an interview or an escrow deposit (as discussed hereinbelow for leases), then an application shall not be considered complete without payment of the fee, fulfillment of the interview and/or payment of the deposit, as may be applicable.

3. The Association shall have the right to approve or deny the application of a tenant to lease a Lot (including any renewal of a lease) in its reasonable discretion and for good cause. If good cause exists for the Association to deny the proposed tenant(s) or a proposed lease, and if the Association so denies such proposed tenant(s) or lease, then the Association shall provide to the Owner and proposed tenant(s) written notice of such denial which states with specificity each reason for the rejection. Additionally, if the Association denies the proposed tenant(s) or a lease for good cause, then the lease shall not be made (or renewed, if applicable), the Association shall not be obligated to rent the Lot or provide an alternate tenant, and the Association shall not be liable or responsible in any fashion to any party as a result of such denial. Good cause shall include the following, and the Association shall consider the following factors, among others, in reaching its decision to approve or deny the proposed lease or tenant(s):
 - a. The proposed tenant(s) has been convicted of a crime involving violence to persons or property, the manufacture or distribution of a controlled substance, privacy violations, or actions demonstrating dishonesty or moral turpitude. In determining whether to disapprove the proposed tenant(s) based on this factor, the Association shall consider the nature, severity and recency of the criminal conduct, as well as any rehabilitation efforts, on a case-by-case basis.
 - b. The proposed tenant(s) has been labeled a sexual offender or a sexual predator or similar category by any governmental or quasigovernmental agency.
 - c. The application for approval on its face, or the conduct of the proposed tenant(s), indicates that he/she/it intends to conduct himself/herself/itself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a proposed tenant(s) taking possession of a Lot prior to the approval of the Association (as provided for herein) shall constitute a presumption that the conduct of the proposed tenant(s) is inconsistent with the Governing Documents.
 - d. The proposed tenant(s) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her/its conduct in other social organizations, housing facilities, communities, or associations, or by conduct in Palm Beach Plantation as a previous Owner, tenant, occupant or visitor on prior occasions.
 - e. The proposed tenant(s) has a record of financial problems or irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts.

- f. The proposed tenant(s) failed to provide the documentation, information, fees or interview required to process the application in a timely manner, or included inaccurate or false information in the application.
 - g. The proposed tenant(s) has failed to comply with any applicable factor, requirement or consideration set forth in the Governing Documents or the Florida Statutes.
 - h. Any assessments or other charges imposed by the Association against the Lot and/or the Owner have not been paid in full.
 - i. The Owner and/or proposed tenant(s) are currently in violation of the Governing Documents.
4. Leases and Tenants. In addition to the foregoing, the following provisions apply to leases (including subleases) and tenants (including subtenants):
- a. Every lease shall be in writing. All of the covenants and restrictions contained in the Governing Documents are incorporated into, and made a part of, any lease agreement between an Owner and the tenants (or the tenant and subtenants) as though fully set forth therein. Every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Governing Documents, and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same). If so required by the Association, the Owner and tenant shall enter into and execute any form of lease and/or lease addendum presented by the Association to the Owner and/or tenant.
 - b. If so required by the Association, a tenant desiring to lease a Lot shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rent under the lease, which may be used by the Association to repair any damage to the Common Areas and/or Association-owned property resulting from acts or omissions of tenants, their guests, invitees or licensees (as determined in the sole discretion of the Association), or to compensate the Association for any imposed fines or other charges. Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall all be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.
 - c. No lease of a Lot shall be for a period of less than six (6) consecutive months; and no Lot may be leased more than two (2) times, including any renewals, in any twelve (12) month period (to be determined by review of the commencement dates of the applicable lease and/or renewal).
 - d. When a Lot is leased, a tenant shall have all use rights in Association-owned property and those Common Areas otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a

guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of Association-owned property and the Common Areas otherwise readily available for use generally by Owners.

- e. No partial portion or individual room(s) of a Lot or Home may be leased, i.e., only the entirety of a Lot or Home may be leased.
- f. The Association may withhold approval of a proposed lease if the Owner desiring to lease is in default of any monetary obligations to the Association; provided that the Association may determine to approve the lease if the lease assigns or otherwise provides that all rental payments made to be made to the Owner, by the tenant, will instead be paid to the Association until such time that said Owner's monetary obligation is current.
- g. An Owner shall be jointly and severally liable with his/her/its tenant(s) to the Association for any amount which is required by the Association to repair any damages to Palm Beach Plantation, the Common Areas or any Association-owned property resulting from the act, omission or negligence of such tenants and/or such tenants' guests, invitees or licensees (as determined in the sole discretion of the Association), and to pay any claim for injury or damage to person or property caused by the act, omission or negligence of such tenant(s) or such tenants' guests, invitees or licensees. In addition, an Owner shall be jointly and severally liable with his/her/its tenant(s) for such tenant(s)' compliance with all obligations and responsibilities set forth in the Governing Documents, and an Owner shall be jointly and severally liable with his/her/its tenant(s) for any and all fines, charges, costs and other obligations which are imposed by the Association as a result of such tenant(s)' actions and inactions.
- h. A violation of the Governing Documents by a tenant shall be deemed a material breach of the tenant's lease, and it shall result in the right (but not the obligation) of the Association to disapprove any request for a renewal of the lease, to void and terminate the lease, and/or to commence legal action against the Owner and/or tenant to evict or remove the tenants from the Lot. Furthermore, if any tenant fails to comply with the Governing Documents, then upon demand from the Association, the Owner shall reject the tenants' rental payments so as to nullify any argument that the Owner and/or Association have waived their right to terminate the lease and evict or remove the tenants, as contemplated by Section 83.56(5)(a) of the Florida Statutes, as it may be amended from time to time. Moreover, if a tenant fails to comply with the Governing Documents, then the Owner shall have the right and obligation to promptly commence action to terminate the lease and/or evict or remove the tenants. If the Owner fails to promptly commence action to terminate the lease and/or evict or remove the tenants after the Association demands the Owner to take such action, then: (1) the Owner shall be deemed to irrevocably appoint the Association as the Owner's agent and/or attorney-in-fact, in the

Owner's place and stead, for the exclusive purpose of terminating the lease, proceeding directly against the tenants for eviction or removal, and exercising any of the Owner's rights under the lease; (2) the Association shall have the right to commence legal action, in its own name, against the tenant for termination of the lease and/or eviction or removal of the tenants from the Lot; and (3) the Association shall have the right to commence legal action against the Owner to require Owner to terminate the lease and/or evict or remove the tenants from the Lot. Such three (3) options shall be collectively known as the "**Association's Removal Options.**" Nothing contained herein or anywhere else in the Governing Documents shall be deemed to obligate the Association to commence eviction proceedings or any other proceedings (which right may be exercised in the sole discretion of the Association) or to preclude the Association from pursuing any other available legal remedies. In the event that the Association chooses to exercise any of the foregoing rights, the Association shall not be deemed liable for any of the Owner's responsibilities or obligations under the lease, and the Owner shall be required to indemnify and hold harmless the Association from any damages or attorney's fees whatsoever which may be incurred by the tenants and asserted against the Association as a result of any proceeding, termination, eviction or removal. Furthermore, the Owner and tenants shall be jointly and severally liable to the Association for all costs and expenses incurred by the Association in connection with terminating the lease and/or evicting or removing the tenants, including the Association's attorneys' fees, and such attorneys' fees and costs shall be collectible from the Owner in the same fashion as any other assessment as provided in the Governing Documents.

- i. All tenants shall vacate a leased Lot at or prior to the expiration of the term of the lease unless a renewal of the lease has been agreed upon by the Owner and duly approved in writing by the Association prior to the expiration of the term of the lease. If a tenant holds over and continues in possession of the Lot after the expiration of the term of the lease without first obtaining the Association's written approval for a lease renewal, and if the Owner fails to promptly institute an action for recovery pursuant to Chapter 83 of the Florida Statutes, then the Association shall have the right (but not the obligation) to exercise any or all of the Association's Removal Options discussed above. If the Association is forced to bring a legal action, the Association shall be entitled to recover from the Owner and tenants (jointly and severally) all costs and expenses associated with such action, including, but not limited to, the Association's attorney's fees and expenses, which shall be collectible from the Owner in the same fashion as any other assessment as provided in the Governing Documents.
- j. The listing, promotion or advertisement of Lots on, and/or the procurement of leases through the use of, short-term rental and vacation websites and other similar platforms, including, but not limited to, Airbnb, VRBO and HomeAway, shall be prohibited.
- k. The leasing of Lots shall comply with all applicable laws, ordinances, regulations and requirements of any governmental agency having jurisdiction over Palm Beach

Plantation, including, but not limited to, all applicable requirements and procedures regarding short-term vacation rentals and licenses.

5. Unauthorized Transactions: No lease of a Home shall be valid if such lease is in violation of the Governing Documents and/or if such lease is made without the prior written approval of the Association. Any such lease which is in violation of the Governing Documents and/or which is not authorized pursuant to the terms of the Governing Documents shall be void, and no interest in the Lease shall pass, unless subsequently approved by the Association. An Owner who leases a Lot in violation of the Governing Documents and/or without the approval of the Association shall be liable to the Association for all costs and expenses (including attorneys' fees and disbursements) incurred by the Association in connection with the enforcement of the Governing Documents (which may include, without limitation, any or all of the Association's Removal Options discussed above), and such costs and expenses shall be collectible from the Owner in the same fashion as any other assessment as provided in Governing Documents.
6. Notwithstanding anything to the contrary contained in these Rules and Regulations, any person(s) who occupies a Lot for more than thirty (30) days in any twelve (12) month period without the Owner or tenant, or a member of the Owner's or tenant's household, being present (regardless of whether a lease exists or rent is paid) shall not be deemed a guest, but rather shall be deemed a tenant. In such case, such person(s) shall be subject to and required to comply with the Association's application, background, screening and approval process in accordance with the Governing Documents. An Owner and/or tenant who allows a person to occupy a Lot in violation of this paragraph, or any other provision of the Governing Documents, shall be jointly and severally liable to the Association for all costs and expenses (including attorneys' fees and disbursements) incurred by the Association in connection with the enforcement of same (which may include, without limitation, any or all of the Association's Removal Options discussed above), and such costs and expenses shall be collectible from the Owner in the same fashion as any other assessment as provided in Governing Documents.
7. None of the provisions under this subsection entitled "Tenants and the Leasing of Lots" shall apply to Lots which are owned by the Association. Additionally, none of the provisions, restrictions or procedures in the Governing Documents which pertain to the Association's right to approve a lease shall apply to Lots which are transferred to or owned by an Institutional Lender through foreclosure or deed in lieu of foreclosure.