

Victoria Park I

Rules & Regulations

These rules & regulations are designed for the mutual benefit of all owners and to supplement the Declaration on covenants, conditions, restrictions, and Easements for Victoria Park I Property Owner Association (herein Association). All Rules & Regulations shall apply to and be binding upon all Owners.

RESPONSIBILITIES / REMEDIES

1. **RESPONSIBILITY OF OWNERS:** With respect to compliance with the Rules & Regulations, an owner shall be responsible for the actions of his or her family members, guest, invitees, tenants, contractors and other persons upon his or her lot, as well as for the actions of persons and animals over whom he exercises control and supervision.
2. **IMPROPER USE:** No improper, hazardous, or unlawful use shall be made of the Association Property or any living unit or lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
3. **VIOLATIONS-** Violations of any rule or regulation shall be subject to the responsibility of the Owner and/or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants, Restrictions, and Easements for Victoria Park I. All violations should be reported immediately to the Association or its designees. Violations shall be called to the attention to the responsible Owner(s) and, as appropriate, the violator(s) by the Association or it's designees in writing. Disagreements concerning violations shall be presented to and ruled upon by the Board of Directors of the Association in accordance with the Declaration.
4. **FINES AND SUSPENSIONS-** The amount of any fine shall be \$100.00 per violation. If any violation is of a continuing nature, and if the owner or tenant fails to cure any continuing violation with the time period detained herein, in addition to the initial fine a daily fine may be imposed until the violation is cured in an amount of \$100.00 per day, to the extent permitted by law. Prior to imposing any fine, the Owner or Tenant shall be given written notice that the Association intends to impose fines. Included in the notice will be a description of the provisions that has allegedly been violated, the proposed amount of the fine, and the right of the Owner to request a hearing within 14 days after the Association's formal written notice. Any fine imposed shall be due and payable when the committee renders its decision. If no hearing has been requested, a fine shall be due and payable when the time to request a hearing has expired. The following is a schedule of violation notices and the actions taken for each occurrence:

FIRST NOTICE

Courtesy Notice of Violation (7 Days to Cure)

SECOND NOTICE

Notice of Violation (15 Days to Cure)

THIRD NOTICE & SUBSEQUENT

Notice Intent to Fine

\$100- plus any associated cost, plus

\$100 per day till violation is cured.

5. **REVOCATION** — Any waivers of the Rules and Regulations and /or consents or approvals in violation of the Rules and Regulations given by the Association shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Association.
6. **NO AMENDMENT** - The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between two, the provisions of the Declaration shall prevail.
7. **FURTHER AMENDMENT** — The Association reserves the right to amend, clarify or alter these Rules and Regulations at any time.

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SAFETY AND COMMON AREAS

1. **CHEMICALS-** Owners shall not keep **any** flammable, combustible or explosive fluids, fuels, chemicals or substances in any living unit, its adjacent yard area or within the community, except for those substances used for normal household or yard maintenance use. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions.
2. **HURRICANE PREPARTION-** Each owner who plans to be absent during hurricane season shall prepare his living unit and lot prior to departure by removing all furniture, potted plants, and other movable objects, if any, from the covered patio or screened enclosure area and from the outside of the living unit. The Owner shall also designate a responsible person or individual satisfactory to the Association to care for the living unit and lot should it suffer hurricane damage. No hurricane shutters shall cover windows or door openings except during periods of hurricane watch or hurricane warning. Any retractable or removable shutter system shall remain retracted or off of the living unit other than during periods of a hurricane warning or hurricane watch.

PROPERTY MAINTENANCE STANDARDS

1. **OVERVIEW-** All Owners are responsible for repair or remedy of maintenance items in a reasonably timely fashion. As a guideline landscaping items should be remedied within thirty (30) days and structural items should be remedied within forty-five (45) days of receipt of notification unless otherwise requested. It is the Owners responsibility to notify the Association and/or Management Company when the work is or will be completed. The Association's representative will re-inspect the property and acknowledge correction of the issue, if done, to the Owner and the Association. The time period for resolution may, at the Association's discretion, be extended upon receipt of a written request by the Owner. Permission for the extension may be granted, however, the Owners request must be postmarked within the original time period given. If the Owner disagrees with the report of the required maintenance, an appeal may be made to the Association, who may, at their discretion, rescind or modify the findings and the proposed remedy.
2. **WALL SURFACES AND FINISHES-** All surfaces shall be kept free of dirt, mold, mildew,. Peeling, cracking, scaling or damage of sort to any wall surface shall be repaired in a neat manner. All surfaces shall be painted. Wall surfaces shall not be allowed to excessively fade or show staining or uneven weathering from rain, sprinklers, or solar exposure. All exterior colors and exterior accent colors must be a Mediterranean or earth tone in color. Clear hues, mid tones and accent colors will be considered and reviewed by the ARC for approval. No bright or fluorescent colors will be allowed. Colors must be in harmony with surrounding structures.
3. **WINDOWS, DOORS SCREENS AND SHUTTERS-** All windows, doors and screens shall be kept free of dirt, mold, mildew,. Peeling, cracking, scaling, broken panes or screening, or damage of any sort shall be repaired in a nest manner. All windows, doors, screens, shutters and hurricane protection devices shall be properly hung on their hinges and frames. Hardware shall be kept in an operable, corrosion free state. Doors, windows and screen frames, shutters and hurricane protection devices shall not be allowed to become excessively faded or show staining or uneven weathering from rain, sprinklers, or solar exposure.
4. **ROOFS AND GUTTERS-** All roofs and other roof accessories shall be kept in a clean condition, free of vegetation, debris, dirt, mold and mildew. Gutters shall be kept clean of vegetation and other debris, and under no circumstances shall weeds or vegetation be permitted to grow from gutters or roof surfaces. Soffits and eaves shall be kept clean, free of mold or mildew and in good repair. Any roof damage shall be repaired within forty-five (45) days.
5. **IRRIGATION SYSTEMS-** Each owner shall be responsible for the repair and replacement of their own irrigation system serving on the Owners lot, including the replacement of sprinkler heads. No Owner shall make any improvements which would affect their sprinkler system without prior written consent of the Association.

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- 6. LANDSCAPE MAINTENANCE-** Owner is responsible for maintaining all trees, lawns, and landscape plants on Owner's lot in a healthy, thriving condition in conformance with proper horticultural practices. All landscape materials added to property need to be approved by the ARC Committee.
- Lawns should be maintained at a height consistent with best management practices (BMP) and shall not be permitted to seed.
 - All dead and nonexistent lawns shall be repaired with new sod.
 - Lawn weeds shall be treated immediately to prevent spread of weeds in Owner's lots and adjacent lots.
 - The edges of lawns adjacent to plant beds, driveways, sidewalks, streets, sides of the living unit and yard fixtures shall be kept neatly trimmed and edged and shall not be allowed to "creep" into non-lawn areas.
 - Fertilization, pest control and pruning shall be done on a regular basis, so as to maintain a healthy, well-groomed appearance.
 - All dead plant materials or portions of plants shall be removed as soon as practicable.
 - All shrubs and ground cover beds shall be mulched and maintained in a weed free condition.
 - Shrubs, trees and ground cover immediately adjacent to structures shall be pruned on a regular basis for control of size so as to not block window or door openings, and to maintain a compactly branched, thoroughly leafed plant.
 - Shrubs, trees and ground cover used on borders of property line shall be pruned on a regular basis. They should never be allowed to "creep" into neighboring lots and are the sole responsibility of the owner whom planted them.
 - All hedge materials should be no taller than 8 feet high at any given time. They should never be allowed to "creep" into neighboring lots and are the sole responsibility of the owner whom planted them.
 - Canopy trees shall be limbed up as they mature in order to create a clear trunk condition.
 - Dead palm fronds shall be removed on a regular basis.
 - Clippings adjacent to the street areas shall be blown or swept away from the street area.
 - Grass clippings, pruned branches, palm fronds, leaves and all vegetative debris shall be properly prepared for weekly removal. Such debris shall not be allowed to accumulate on any property.
- 7. LIGHTING-** All exterior lighting shall be aimed and/or shielded to prevent glare onto adjacent properties. Driveway lights shall be kept clean and in good repair. Any broken light fixtures shall be immediately repaired.

ARCHITECTURAL REVIEW COMMITTEE

- 1. PURPOSE-** The Architectural Review Committee (herein ARC) and Board of Directors (herein Board) have the right to exercise architectural control over all improvements to assist in making Victoria Park I a community of high standards and aesthetic beauty. Such architectural control may include, but is not limited to, size, height, site planning, setback exterior design, materials, colors, open spaces, landscaping, waterscaping and aesthetic criteria.
- 2. OWNER TO OBTAIN APPROVAL-** No Owner shall make any improvement unless the Owner first obtains written approval of the improvement through the ARC.
- 3. REQUEST FOR APPROVAL & FEES-** A request for approval shall be submitted to the ARC by the Owner in writing on an ARC Request Form (provided by the ARC) along with the Architectural Review Fee of \$150.00 and shall include plans and specifications of the improvement. The ARC may require further details regarding the improvement.
- 4. APPROVAL-** The ARC shall notify the Owner of the Board's approval or disapproval, or that additional plans or specifications are required, by written notice within 30 days after the Owner submitted the written request. If the ARC fails to respond within 30 days, the request shall be deemed approved. Upon approval of the improvement, the Owner may proceed to make the improvement in strict conformance with the plans

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and specifications approved or deemed to have been approved and shall not make any material changes without approval through the ARC.

5. **INSPECTIONS-** Upon completing any improvement, the Owner shall give written notice of completion to the ARC. Within 90 days, the ARC shall have the right to inspect the improvement and notify the Owner in writing whether the improvement is accepted or deficient because it did not conform to the original request. The Owner must correct such deficiencies within 30 days and give written notice to the ARC when corrected. If the ARC fails to notify the Owner of deficiencies within 90 days after receipt of a notice of completion, the improvement shall be deemed to have been accepted.
6. **REMEDY FOR VIOLATION-** If an improvement is made without approval or not in accordance with the original approval, the Board may require the Owner to stop, remove and/or alter the improvement. The Board may also impose fines and assess reasonable fees for costs and expenses incurred in enforcing this section.
7. **NO LIABILITY-** The Board shall merely have the right, but not the duty, to exercise architectural control and shall not be liable to any Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement.
8. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS-** Any improvement made by the Owner must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements.

USE RESTRICTIONS & ARCHITECTURAL CRITERIA

1. **AIR CONDITIONING UNITS-** Only central air condition units are permitted. No window, wall or portable air condition units are permitted without written consent from the Association.
2. **AUTOMOBILES, VEHICLES AND BOATS-** Only vehicles manufactured and used as private passenger vehicles may be parked within the property overnight unless kept within an enclosed garage. None of the following may be parked or stored outside the property overnight:
 - Trucks with more than two axels
 - Vehicles with commercial lettering equipment visible from the exterior of the vehicle
 - Vehicles designed for commercial purposes whether or not so used
 - Recreational vehicles or campers

The Following must be observed with regards to parking and vehicle condition:

- No overnight parking is permitted on streets, lawns, common areas or areas other than driveways and garages unless written approval is given by the Association or Management Company.
- No Parking on Common Areas or Lawns of Lots/Residences will be allowed at anytime. ALL VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE WITH NO LIABILITY TO THE ASSOCIATION
- All vehicles must be in good repair.
- A vehicle that does not have a current license plate or that cannot operate on its own power shall not be parked within the property outside of an enclosed garage for more than 24 hours.
- No major repair of any vehicle shall be made on the common property or roads.
- No motorcycle, motorbike, moped, all-terrain vehicle, go-cart, or other such vehicle is permitted to be operated within the property unless such vehicle is licensed for street use and equipped with appropriate noise muffling equipment. If the Association determines the operation of any such vehicle creates an annoyance to the residents, then after written demand from the Association, the vehicle shall not be operated within the property.

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- The Association shall make a reasonable attempt to give notice to the Owner of a vehicular OVERNIGHT PARKING violation. If the vehicle is not removed or if the violation is not corrected, the Association may have the offending vehicle towed at the expense and risk of the Owner.
3. **BASKETBALL BACKBOARDS-** Permanently installed basketball backboards are permitted with written request and approval of the Board of Directors.
 4. **BUISNESS OR COMMERCIAL USE-** No commercial activity or other non-residential *use* shall be conducted by residents where customers, patients or the like come to the living unit or if such non-residential use is apparent from the exterior of the living unit.
 5. **CLOTHESLINES AND OUTSIDE CLOTHES DRYING-** Retractable clotheslines allowed in rear yards. Lines are to be retracted when not in use..
 6. **DAMAGE AND DESTRUCTION-** If a living unit or improvement is damaged or destroyed, the Owner shall repair and restore it to its original as built condition as soon as reasonable practical.
 7. **DRIVEWAYS-** No new asphalt driveways or gravel driveways, walkways or sidewalks are permitted, and all driveways, sidewalks, and walkways must be constructed with concrete, stamped concrete or brick pavers. The color of such driveways, sidewalks and walkways must be approved through the ARC.
 8. **EXTERIOR CHANGES, ALTERATIONS AND IMPROVEMENTS-** No improvements shall be made without the prior written consent of the Board and ARC. Living units may be repainted the original colors without notification or approval, but any change in colors must be approved through the ARC.
 9. **FENCES-** Fences are allowed with board approval. The fence is to be buffered with approved landscape material. You must submit an architectural application with the survey showing the fence location for approval prior to installation. Municipal permits are the responsibility of homeowner. Only 4' in height green or black vinyl coated chain link style is permitted. All fences must be maintained in good condition at all times. Fencing must be installed so it extends from the rear corners of the home straight back to the rear of the lot. The fence should be setback 2 feet off the property line to allow for addition of hedge material to screen the fence from view. All fences shall require a gate to provide authorized persons an entrance for emergency situations. Any fence installed must meet State and County codes and set-back and easement requirements of the community.
 10. **GARAGES-** No garage shall be permanently enclosed or converted into a living space or storage area. All garage doors shall remain closed when not in use.
 11. **GARBAGE AND TRASH-** Garbage and trash shall be regularly picked up and shall not be permitted to unreasonably accumulate. Garbage containers may be placed by the road on the day before the scheduled day of collection and containers must be removed after pick-up on the collection day. Except for the foregoing, all garbage and trash shall be kept inside the living unit or fenced or walled-in area intended for such use. No noxious or offensive odors shall be permitted. Each owner shall regularly pick up all trash around his living unit and lot.
 12. **GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONEERS-** All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas and shall be appropriately landscaped as approved by the Association so that they will be concealed or hidden from view.
 13. **INSURANCE-** Each Owner shall maintain appropriate property insurance on their living unit.
 14. **LANDSCAPING-** The Owner shall be required to maintain the landscaping on his lot in accordance with the landscaping plans approved through the ARC. (See the "Property Maintenance Standards" section.) Underground sprinkler systems shall be maintained and used to irrigate all landscaping on the lot. Landscaped areas shall be primarily grass and shall not be paved or covered with gravel or any artificial

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surface. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained outside the living unit. Reasonable minor improvements with Florida native plant species shall be acceptable; however, extensive improvements of more than 20% of the existing landscaping shall require approval through the ARC.

- 15. LEASES-** All leases of a living unit must be in writing and no lease shall be for a period of less than six months without the consent of the Association. An amount in the sum of \$500 to be held in escrow by the Association.
- 16. MAILBOXES-** All mailboxes shall be kept clean, properly maintained, and undamaged. Damaged mailboxes should be fixed within 14 days.
- 17. MAINTENANCE-** All living units and improvements shall at all times be maintained in first class condition and good working order, in a clean, neat and attractive manner. Exterior maintenance shall be periodically performed as reasonably necessary. (See the "Property Maintenance Standards" section.)
- 18. NUISANCES-** No nuisances shall be permitted and no use or practice which is an unreasonable source of annoyance to the residents or which interferes with the peaceful possession and proper use of the property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted. No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any lot or inside any living unit, or exposed to other Owners without the prior written approval of the Association: horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); noisy vehicles, power equipment, power tools or off-road motor vehicles; or any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
- 19. OCCUPANCY-** No living unit shall be permanently occupied by more than two persons for each bedroom in the living unit.
- 20. OUTSIDE ANTENNAS AND FLAGPOLES-** No outside antennas are permitted which are visible from the exterior of a living unit unless approved through the ARC, except for digital satellite dishes not exceeding 18 inches in diameter. No flagpoles are permitted without written consent through the ARC.
- 21. OUTSIDE STORAGE OF PERSONAL PROPERTY-** The Owner's personal property shall be kept inside the Owner's living unit or a fenced or walled-in yard, except for tasteful patio furniture and accessories, and/ playground equipment approved by the Board. Other personal property commonly kept outside must be kept in the rear of the lot and must be neat in appearance and in good condition.
- 22. PETS-** No animals shall be permitted in the property except for common household domestic pets. No more than three (3) dogs. No pit bull terriers or vicious breeds are permitted without the consent of the Association. No animal shall be kept outside of a living unit, or in any screened-in porch or patio, unless someone is present in the living unit. Any pet must be carried or kept on a leash when outside of a living unit or fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to the other residents. Residents shall immediately pick up and remove any solid animal waste deposited by his pet. No commercial breeding of pets is permitted. The Association may require any pet to be immediately and permanently removed from the property due to a violation of this section.
- 23. PORTABLE BUILDINGS-** No portable, storage, temporary or accessory buildings or structures, sheds or tents, shall be erected, constructed or located upon any lot.
- 24. ROOFS FOR PORCHES, PATIOS OR ADDITIONS-** Any roof or ceiling on any porch, patio, or other addition to any living unit must be approved through the ARC and must be of the same type and color as the existing roof on the living unit, or an aluminum frame with a screen enclosure.
- 25. SIGNS-** No sign shall be placed upon any lot or other portion of the property or placed in or upon any living unit that is visible from the exterior without the prior written consent of the Association. The Association

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shall have the right to remove such sign without notice to the owner and the removal shall not be deemed a trespass.

- 26. SOLAR COLLECTORS-** Solar collectors are permitted provided the Association shall have the right to approve the type and the specific location where they will be installed.
- 27. SURFACE WATER MANAGEMENT-** No Owner or any other person shall do anything to adversely affect the surface water management and drainage of the property without the prior written approval of the Association, South Florida Water Management District, or any other controlling governmental authority. No Owner shall install any landscaping or add or remove any fill on the Owner's lot that would adversely affect the drainage of any lot.
- 28. SWIMMING POOLS-** No aboveground swimming pools, or the like, shall be installed or placed within any lot unless approved through the ARC. All pools must have screened enclosures or be fenced in per Florida Code Requirements. See fencing requirements for details.
- 29. WINDOW TREATMENT-** Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 90 days after an Owner or tenant first moves in or when permanent window treatments are being cleaned.