

# **RULES & REGULATIONS**

## **GARDENIA ISLES HOMEOWNERS' ASSOCIATION, INC.**

### **NOTICE TO OWNER**

PLEASE REFER TO RESTRICTIONS AND CODES AS MANDATED BY ALL APPLICABLE GOVERNING AGENCIES;  
CITY, COUNTY OR STATE ORDINANCES.

THESE RULES AND REGULATIONS APPLY TO THE GARDENIA ISLES HOMEOWNERS' ASSOCIATION

**RULES AND REGULATIONS FOR GARDENIA ISLES HOMEOWNERS' ASSOCIATION**

**APPROVED NOVEMBER 15, 2017**

Pursuant to the documents governing Gardenia Isles Homeowner' Association (hereinafter "Gardenia Isles" or "Association") the Board of Directors has the responsibility and authority for the operation of the Association, management of the Association Common Areas 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These Rules and Regulations may be modified, added to, or repealed at any time by the Board. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Owners of Lots and Units (hereinafter "Lots" or "Units") in the Gardenia Isles Community. The Owners shall at all times abide by said Rules and Regulations and shall ensure these Rules and Regulations are faithfully observed by their families, guests, tenants, occupants, invitees, servants, and other persons over whom they exercise control and supervision.

These Rules and Regulations shall be cumulative with the covenants and occupancy and use restrictions set forth in the Declaration of Covenants and Restrictions for Gardenia Isles, **provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.**

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

### **GENERAL RULES:**

- All Units shall be used only for residential purposes, as a single family private dwelling for the owner, the members of his or her family, approved tenants and guests. Units may not be used for business or for any commercial use except a home office which does not increase traffic to the Unit.
- All Units and the improvements thereon shall be maintained in good condition and repair at all times. Roofs and exterior walls must be free from mildew, mold, dirt or staining. Peeling paint on the exterior of a home, roof, fence or other exterior structure is prohibited.
- No window air conditioning units are permitted.

- No clotheslines or drying yards or any other piece of equipment or thing upon which clothes or other articles can be hung or draped for drying purposes shall be erected, used, or permitted to remain anywhere **visible** from any street or property.
- Garage doors shall be kept closed at ALL times when not being *actively in use* for ingress/egress purposes or for cleaning.
- Paint colors for the exterior and trim of homes must be approved by the ARC prior to painting.
- Signs of any type are not permitted for display on or about the Lot or Unit with the exception of Official Notices of the Association and signs approved by the ARC.
- Solicitation by any persons anywhere in or about the community for any cause, charity or for any purpose whatsoever is prohibited.
- Yard sales are strictly prohibited.
- No temporary outdoor storage containers, sheds, shacks or other temporary accessory building shall be placed on any portion of a Lot or Common Area.

#### **CHANGES TO HOMES/CONSTRUCTION/REPAIRS:**

##### **ARC APPROVALS**

- No structures, changes or improvements of any kind, including but not limited to any building, wall, fence, sign, mailbox, landscaping, planting, swimming pool, basketball structure, outdoor play equipment, screen enclosure, driveway, sidewalk, drain, outside lighting, etc. (at the front/side or back of the home) shall be erected, placed or maintained on any exterior portion of the Lot without the written approval of the Architectural Review Committee ("ARC").
- 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 from the ARC. Such devices must comply with FCC regulations. The ARC may require, among other things, that such devices and/or equipment be screened so that they are not visible from adjacent homes or from the Common Areas.
- Work that requires ARC approval shall not commence until the ARC issues written authorization/approval for the work and until Palm Beach County issues permits for the work (if the work is of a nature that permits are required). Owners must adhere to the specific rules set-forth in the ARC documents. The approval of the ARC of plans or specifications submitted for approval shall not be deemed a waiver by the ARC of the right to object to any of the elements embodied in such plans or specifications in the event the same elements are embodied in a subsequent plans or specifications submitted for approval on other Lots.
- The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which may result to members of the Association. The ARC shall take into consideration

the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC shall not be responsible to review, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARC does not determine or assume any responsibility for the quality of construction or structural soundness of any improvements. No obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the ARC. Additionally, the ARC do not consider or evaluate plans to determine if the plans satisfy all applicable governmental requirements.

### **CONSTRUCTION REQUIREMENTS AND RESTRICTIONS**

- The use of commercial equipment that causes construction noise is expressly prohibited **before 8:00 a.m. and after 6:00 p.m.** Mondays through Fridays, excluding legal holidays. Construction noise includes, but is not limited to the following: buzz sawing, drilling, mixing, digging, steam cleaning, and hammering.
- Any construction, repairs, installation, maintenance, etc. including pressure cleaning is prohibited on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
- Any damages to the common Area of the Association as a result of the construction/work shall be repaired at the sole cost of the Owner of the Lot where the work was performed. In the event that the Owner fails to timely repair damage to the common Area, Association may in its sole discretion, repair the damage and assess the costs of such repairs against the Owner as a special assessment collectible in the same manner as other assessments as set forth in the Declaration. This includes clean-up of the street and swales (if applicable).
- No construction material and/or debris shall be left at the front of the house or in the driveway either overnight or for extended periods and the property must be cleaned daily after the day's work. Homeowners must provide access to the backyard area if material is to be left overnight and materials shall be stored only in the backyard or other area not visible from the street during construction. If the Association must remove any debris on Common Area left by the Owner or Owner's agent, the Owner shall be assessed the cost of such removal which shall be collectible in the same manner as other assessments as set forth in the Declaration.
- Any and all access (machinery, human, supplies, etc.) to the rear-yard of the Lot upon which work is being performed must only be made via the homeowner's property. Access is NOT permitted via any part of a neighboring property or Common Area. Machinery must be used that can access the rear-yard area via the homeowner property ONLY.
- Dumping of any supplies/materials (i.e.: gravel, sand, rebar, sod, soil, backfill, pavers, concrete, plants, etc.) in the roadways, sidewalks, neighboring properties and/or Association-owned property is strictly prohibited. All supplies/materials shall be strictly confined to the Owner's Lot.

- Any driveway staining, street damage, landscape damage, or other damage to the community resulting from the construction on any lot shall be repaired at the sole cost of the Owner of the Lot where the work was performed and may be assessed against the Owner as a special assessment collectible in the same manner as other assessments as set forth in the Declaration.
- All repairs and replacement of sod, landscaping, irrigation, etc. on any Lot must be completed within fifteen days after the completion of construction.

#### **LAWN, LANDSCAPING AND IRRIGATION REQUIREMENTS:**

- Lawns shall be mowed and edged regularly, but in no event less than twice per month. Trees on any Lot shall be pruned no less than twice annually.
- No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall remain on any property. Dead and/or diseased plant material shall be removed and replaced with a suitable planting in a prompt manner. No vegetation shall be permitted to extend into neighboring yards or over onto the vehicle, pedestrian, or bicycle travel lanes, except for tree canopies, which canopies must maintain height clearance for vehicular, pedestrian, and bicycle traffic.
- Tree wells, to surround all trees upon the property, must be kept intact, free of weeds, etc. and contain fresh mulch applications.
- No plant material, landscape rocks or borders may be installed or placed upon the "swale area" of the property.
- Trees/shrubbery, etc. shall not be planted on or encroach upon any neighboring Lot or Association common area.
- If the Owner makes changes to the landscaping on a Lot, the Owner shall first obtain the approval of the ARC. Further, it shall be the responsibility of the Owner contact Palm Beach County to ensure that the removal of the plantings and/or the plant material to be installed is acceptable and in accordance with Palm Beach County Code. It is NOT the responsibility of Gardenia Isles Homeowners' Association to determine whether an individual Lot complies with the County Code.
- No obstruction to visibility at street intersections or access easement intersections, or obstruction of traffic control devices, or house numbers, either in the form of landscaping or shrubbery or fence or other structure, shall be permitted at any time.

#### **FENCE: TYPE, STYLE AND PLACEMENT:**

- Fence(s) and gate(s) must be of black aluminum rail at a height not to exceed 4 feet. Any existing fences and gates as of the date of promulgation of these rules shall be permitted to remain on the Lot until removed or otherwise destroyed; provided, however, that replacement fences and gates must be of the color, style and height required herein.

### **SCREEN ENCLOSURES:**

- Screen enclosures must be constructed of bronze aluminum with charcoal screening. Any existing screen enclosures as of the date of promulgation of these rules shall be permitted to remain on the Lot until removed or otherwise destroyed; provided, however, that replacement screen enclosures must be of the color, style and height required herein.

### **POOLS AND SPAS:**

- Lot Owners must obtain the approval of the ARC prior to installing a pool or spa.
- Lot Owners must obtain approval of the ARC prior to installing slides, diving boards or any other platforms around a pool.
- Draining a pool into the common areas, waterways, canals or other lots is prohibited.
- Above ground pools are not permitted on any Lot.
- Owners of Units shall maintain pools in a clean and sanitary condition at all times free from algae, organisms or bacteria.

### **BASKETBALL HOOPS AND OTHER PLAY STRUCTURES:**

- No permanent basketball hoop backboards may be installed upon the residential lots, at any time. Poles to support temporary backboards may be installed with ARC review and approval.
- Temporary basketball hoops and portable play equipment are permitted in the front of the Lot while being used only. Basketball hoops or other play equipment must be stored outside of the street view when not in use.
- All play structures, to be secured/positioned to the ground, i.e. swing sets, play gym(s), Little Tyke structures, etc. MUST be reviewed by the ARC for size, placement, etc.

### **HOLIDAY DECORATIONS / LIGHTS:**

- "Winter" holiday decorations or lighting may be placed on the exterior of the home(s) or its property on or after Thanksgiving Day of the calendar year and must be removed on or before January 10th of the subsequent calendar year.
- Other than as defined under "Winter" holiday times, no lights (other than permanent lighting approved by the ARC) shall be installed/displayed on any Lot.

### **HURRICANE SHUTTERS/PANELS AND HURRICANE PREPARATION:**

- Non-removable hurricane shutters (such as accordion style shutters) shall only be installed with prior ARC review and approval and shall be in accordance with the specifications for color and style of permitted shutters which the Board of Directors may promulgate from time to time.
- Hurricane shutters shall not be placed upon the home or otherwise closed until such time as intended landfall to our immediate area is within 48 hours OR as in accordance with a Hurricane local statement provided by the National Weather Service. (See NOAA for further definitions). Further, hurricane shutters MUST be opened or removed within 72 hours following the end of such conditions unless another named storm is imminent to our area.
- In the event that a Hurricane Watch is issued by the National Weather Bureau or other threat of severe weather in the area around Gardenia Isles, all materials in exposed areas outside of a residence shall be removed from the exterior of the premises, unless such materials have been permanently affixed to the ground or the structure. Loose debris must be removed from the Lot or stored in the enclosed garage. Resident/Occupants shall comply no later than 36 hours before the anticipated arrival of hurricane force winds (winds of 74 miles per hour or greater).
- In the event that a Hurricane Watch is issued by the National Weather Bureau or other threat of severe weather in the area around Gardenia Isles, it shall be the responsibility of any owner/or its agent of the property upon which construction is occurring, and/or any contractor responsible for said construction, to ensure that all waste and trash resulting from the construction is contained on the Lot upon which the construction occurs. Said construction waste and trash shall be kept within an area that is either wire-fenced or otherwise secured within an enclosed containment structure, to ensure that construction waste and trash are not on adjacent property. Debris in open containers shall be secured by weighting with sand, covered, lashed down or picked up by a container contractor.
- It shall be the responsibility of any owner/or its agent of the real property upon which construction is occurring, and/or any contractor responsible for said construction, to ensure that all road rights-of-way remain free at all times of all construction waste and trash resulting from such construction. After a severe weather watch or warning has been suspended, said owner and/or contractor must clear the road rights-of-way within 24 hours of any construction waste and trash material.

### **PARKING AND STREETS:**

- The parking rules and vehicle limitations set forth herein and those set forth in the Declaration have been developed for the consideration and safety of ALL residents. Any violation of these regulations will result in towing of the vehicle AT THE VEHICLE OWNER'S EXPENSE without prior warning or "sticker" by Gardenia Isles or its agent. Whether a particular vehicle is among those prohibited hereunder of in the Declaration shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall be the final Arbiter of whether a vehicle falls within a category of prohibited vehicles. In addition, Gardenia Isles Homeowners Association shall be held harmless by the vehicle owner for any damages incurred as a result of towing of the vehicle due to a violation of the parking restrictions set forth herein and in the Declaration.

- The speed limit throughout the community is 15 mph.
- Parking on the street is prohibited.
- Vehicles must be parked within the confines of a driveway and no part of the vehicle may extend outside the driveway space or on to the sidewalk.
- No vehicle shall be parked in any manner that impedes the flow of traffic, including emergency vehicles.
- Parking on the grass/landscaped areas, of either residential Lots or common areas of the Association, is prohibited at all times. Parking or driving on any grass, including swale areas (area between sidewalk and roadway on your lot) landscaped areas, preserve areas, common area, or any walkways within the community is prohibited. This includes mopeds, dirt bikes, gas powered vehicles, motorcycles, ATV's and golf carts. The cost to repair damage to the irrigation system, grass, landscaped areas, parking areas, preserve areas, the sidewalk or pavement by vehicles will be charged to the Lot Owner responsible for such vehicle.
- No commercial or recreational vehicles shall be parked or stored on any property unless in a fully enclosed garage; except commercial vehicles may be parked temporarily for pick-up, delivery, or the furnishing of commercial services between the hours of 8:00 a.m. and 6:00 p.m. for no more than four (4) hours per day unless the commercial vehicle is necessary in the actual construction, maintenance or repair of the Unit. For the purpose of this section, recreational vehicles shall include campers, go-carts, dune buggies, boats, jet skis, trailers, mopeds and other similar vehicles. Commercial vehicles shall include tractor-trailer trucks, dump trucks or vehicles with more than four axles as well as any other pick-up truck or vehicle that displays commercial emblems, logos, signs, phone numbers, or any printing on the sides, front, or rear which reference any commercial undertaking or enterprise. Additionally, commercial vehicles include trucks with ladder racks, exterior tool bins, or other exposed work-related accessories.
- Commercial trucks shall be permitted to enter the property temporarily for pick-up and delivery and for repairs and maintenance services only, and only when authorized by a resident between 8:00 a.m. to 6:00 p.m.
- Vehicles in a state of disrepair or inoperable as defined in the Declaration, that are deemed to be unsightly or unkempt and those that are not legally or properly registered/tagged must be parked within the enclosed garage and shall not be visible from the outside of the Unit at any time.
- No repair of vehicles (except charging of battery and changing of a tire) shall be made on the Association Common Areas or on any Lot except in the garage.
- No pickup trucks may be parked anywhere in the community except in an enclosed garage.

### **ANIMALS, PETS, ETC.:**

- Owners are permitted to harbor up to three (3) domestic pets with a cumulative weight of 100 pounds. Domestic Pets shall be specifically defined as cats and dogs.
- Pit Bull, Rottweiler, Doberman and similar aggressive breeds as may be determined in the Board's sole discretion from time to time may not be kept anywhere on a Lot or in the Gardenia Isles community. Any dog of an aggressive breed that is being harbored in any home as of the effective date of these rules shall be permitted to remain in the home until the death or permanent removal of the dog from the home provided that the dog does not become a nuisance or danger.
- Pet(s) shall not be taken off the residential property, except when on a leash, and under the control of its owner at all times.
- Leashes can be no longer than ten (10) feet.
- Pets must not be curbed near the buildings, walkways, shrubbery, gardens or any other common areas.
- Owners shall assume full responsibility for any damage to persons or property caused by his or her pet. In the event said pet shall defecate in any public area or on a neighboring property, it is the pet owner's responsibility to clean it up and properly dispose of bags.
- Excessive barking, defecating on sidewalks or property of others without cleaning up, aggressive behavior by the animal toward others, and/or anything deemed to be a nuisance to others is strictly prohibited.
- In the event that an animal becomes a nuisance, the Board of Directors, may, in its sole discretion, demand that an animal be removed from the community upon five (5) days written notice to the pet owner.
- All residents must provide prior written notice to the Board of Directors in the event that a guest will visit a home in the community with a certified Emotional Support Animal or Service Animal which is of a breed or weight not permitted by these Rules and Regulations. The notice must include a copy of the animal certification along with the dates for the visit.

### **TRASH: STORAGE & PLACEMENT:**

- Trash receptacles, containers, recycle bins, etc. MUST be stored outside of view from the street when not placed curbside for scheduled pick-up.
- Homeowners are permitted to place the trash receptacles, containers, recycle bins, etc. at the curbside the evening (dusk) prior to scheduled pick-up and must have these trash receptacles, containers, recycle bins, etc. removed from the curbside and outside of view from the street the night of the scheduled pick-up.



- Landscape debris or bulk/oversized items for disposal can ONLY be placed curbside the evening (dusk) prior to the scheduled pick-up. Should any of these BULK items NOT be removed by the trash disposal provider on the scheduled day, the items MUST be removed from curbside by the following morning and placed within an enclosed garage until next scheduled pick-up date.

### **RESPONSIBILITY OF MANAGEMENT AND EMPLOYEES**

- It is the duty of the Property Manager and property management company to conduct the day to day business of the Association as directed by the Board of Directors.
- Owners, tenants, residents or occupants of a Unit shall contact the manager regarding issues involving the Association and shall not approach Board members at their Units or on the common areas.
- Employees of the Association and Management Company cannot perform private services for residents during working hours.

### **INSURANCE:**

- Each owner of a Lot shall must maintain liability and property damage insurance on the Lot and Unit at all times in such amount to cover the cost of repair or replacement of the Unit, demolition of the Unit, debris removal and landscaping. The Board of Directors may from time to time require all Lot Owners to furnish copies or certificates of insurance to the Association evidencing continued insurance coverage.

### **EMERGENCY ACCESS INTO UNITS:**

- In the event of an emergency which threatens person or property, the Board and/or its authorized agent shall have the right to enter a Unit for the purpose of remedying or abating the cause of the emergency.
- The right of entry into a Unit due to emergency shall be immediate regardless of whether an Owner, tenant, guest or invitee is present in the Unit.

### **FINING AND OTHER REMEDIES:**

- Every Owner, tenant, resident, occupant and/or guest shall comply with the Rules and Regulations as set forth herein, which from time to time may be amended or appended to, as well as the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association. Failure to comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of the Owner, his family, guests, invitees, tenants, employees, or contractors to comply with any covenant, restriction, rule or regulation contained herein.

- The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a fining committee after reasonable notice of not less than fourteen (14) days and said notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the alleged violation; and, (c) the potential fine to be imposed.
- The party or parties, against whom the fine may be levied, shall have an opportunity to respond, present evidence, and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Committee.
- The Committee may impose fines against the applicable Owner and/or resident of \$100 per violation, per day up to a maximum of \$1,000 until said violation has been remedied.
- Fines shall be paid not later than 15 days following the date of the notice of said imposition.
- These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Owner shall be in addition to any actual costs incurred for repairs or damages resulting from any such violation.
- All attorneys' fees and costs, including but not limited to filing fees, and other expenses necessary to the enforcement of these rules shall be paid by the Owner of the Lot to have violated these rules, regardless of whether a legal action has been filed.

#### **SALES AND LEASES:**

- All occupancy arrangements or leases of any Lot and Unit must be in accordance with the Association's Declaration and these Rules and Regulations and subject to the following requirements:
  - Prospective lessee(s)/occupants must submit to the Association a completed Lease Application Package, available from the management office, at least 30 days prior to any scheduled lease commencement date (all paperwork required by the application must be submitted at this time).
  - A non-refundable application fee of \$150.00 shall accompany the application for each occupant who is not a minor.
  - Owners may not lease their Units if they are delinquent in payment of maintenance assessments or any other amount due to the Association.
  - If leased, the Unit must be leased in its entirety. Sub-leasing is not permitted.
  - Only one lease of a Lot/Unit per year is permitted. All leases must conform to the Association's Documents, including but not limited to, the Association Rules and Regulations.
- The Application Package contains requests for information regarding all prospective occupants or lessees, including personal information, references (personal and financial), residence history and

employment history. As part of the approval process, the Association will run a criminal background search to assist in protecting the well-being of the Association and its membership. After the Association has received the background check and reviewed the information, the Association will issue a written approval and/or disapproval.