

RULES AND REGULATIONS FOR THE FLORAL LAKES COMMUNITY ASSOCIATION, INC.

The following are the initial rules and regulations of the FLORAL LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, which were adopted by the Board of Governors on the 4th day of December, 1996. Unless otherwise stated, all of the terms used herein shall have the same meanings respectively ascribed to them as in the Declaration of Covenants, Restrictions and Easements for FLORAL LAKES COMMUNITY ASSOCIATION ("Declaration").

1. **MAINTENANCE OF PREMISES.** Each Owner shall maintain such Owner's property in a neat and attractive manner. In the event that any Owner fails to so maintain such property, the Association may provide maintenance upon any premises needing same in the opinion of the Board of Governors of the Floral Lakes Community Association Architectural Control Committee as described in the Declaration. The cost of any such work shall be assessed as set forth in the Declaration.
 - 1.1 **Garbage Receptacles.** Every garbage receptacle or container utilized shall be kept inside the garage unless being collected. Receptacles can be put out for collection no earlier than 5pm the night before. All garbage and rubbish shall be placed in the garbage receptacle or container and all Owners shall at all times keep and maintain their individual Lots and Units in a clean and sanitary condition.
 - 1.2 **Trees.** No trees in excess of two (2) inches in diameter shall be removed from any portion of Floral Lakes without the prior written consent of the Floral Lakes Community Association Architectural Control Committee.
 - 1.3 **Trees and Surface Soil.** No trees shall be removed or cut, nor shall surface soil be dug or removed from any part of the Floral Lakes Community for purposes other than the construction of a Unit (other than by the Declarant or its successors and assigns) without the prior written consent of the Floral Lakes Community Association Architectural Control Committee, provided that such trees may be periodically pruned and trimmed in order to maintain the landscaping in an attractive way.
 - 1.4 **Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on or about any Lot or Unit nor any building within the Floral Lakes Community nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. **SIGNS.** No signs of any type or character shall be displayed or placed upon any Lot or Unit within the Floral Lakes Community including, but not limited to, "for sale" or "for rent" signs, except as otherwise provided herein.
 - 2.1 **Name Plates.** For each Unit within the Floral Lakes Community, one name plate shall be permitted, which shall not exceed one square foot in area designating the name and/or street address of the specific Unit.
 - 2.2 **Declarant's Signs.** The Declarant may install and retain signs for the purpose of orientation, direction or traffic control. All Owners, other than the Declarant, may install directional signs only upon obtaining the written approval of the Declarant and the Floral Lakes Community Association Architectural Control Committee.
3. **VEHICLES.** No trailers, boats, campers, vans or other commercial type vehicles, other than those present for temporary business purposes, may be parked on or in front of any Lot, but shall only be allowed in such areas as may be designated by the Board of Governors of the Association.
4. **LAKES AND CANALS.** The use of any lakes and canals in the Floral Lakes Community by any boats powered by any inboard or outboard or other form of motor or engine is prohibited. Sailboats, canoes, rowboats, paddle boats and similarly powered boats, owned by any Owner may be utilized subject to reasonable rules and regulations concerning same.
5. **FISHING.** Fishing in the lakes and canals will be permitted only in designated areas and may be subject to additional rules and regulation governing hours, safety, sizes and limits of catches, sanitation and other matters for purposes of preventing nuisances and promoting overall community enjoyment of the lakes and canals.
6. **IMPROVEMENTS IN OR ABOUT THE LAKES.** Every structure and physical improvement in or about the lakes and canals is subject to approval by the Floral Lakes Community Association Architectural Control Committee

pursuant to the applicable provisions in the Declaration. Approval may be denied in the sole discretion of said Architectural Control Committee.

7. **TENNIS COURTS AND SWIMMING POOLS.** No tennis court(s) or swimming pools shall be constructed or erected upon any portion of the Floral Lakes Community by any Owner.
8. **USE OF WATER FROM LAKES.** No Owner shall draw or make any use of the water from the lakes or waterways in the Floral Lakes Community, without the express written permission of the Association.
9. **APPLIANCES AND ELECTRICAL EQUIPMENT.** All appliances and electrical equipment of any kind, which are installed or used within the Floral Lakes Community, shall comply with all rules, requirements, regulations and recommendations of all public authorities and Boards of Fire Underwriters having jurisdiction.
10. **PARKING AND TRAFFIC REGULATIONS.** The Association shall from time to time, promulgate parking regulations and traffic regulations which shall be posted conspicuously.

Vehicles must park on the street with 2 wheels in the rain gutter. Vehicles must not park more than one foot away from the grass. Vehicles must park on the correct side of the street, parking with the flow of traffic. Alternate side parking will be observed as follows:

ODD month parking will be on the side of the street corresponding with ODD house numbers.

EVEN month parking will be on the side of the street corresponding with EVEN house numbers.

Residents must park far enough into their driveway so as avoid blocking the sidewalk. Parking is not allowed on the sidewalks, in front of driveways, in front of or blocking mailboxes, within 15 feet of a fire hydrant, within 20 feet of an intersection or within 30 feet of a Stop sign. Residents are responsible to ensure that all invitees to their property comply with parking rules.

11. **PERSONAL SERVICES.** No employee of the Association or of the Declarant shall be requested or required by any Owner to perform any personal services for any Owner not in the line of duties prescribed for such employee by the Association. This shall also apply to any and all employees of the management company employed by the Declarant or by the Association.

12. **ACCOUNTABILITY.** Each Owner shall be held accountable for any violation of these Rules and Regulations, and all of the provisions of the Declaration, and all Exhibits thereto, by the family members of the Owner, or the Owner's guests, tenants, agents, invitees or employees.

13. **RESTRICTIONS.**

13.1 **Residential Uses.** The Property subject to these Rules and Regulations and the Declaration may be used for residential, recreation, vehicular access and parking, and related residential purposes and for no other purpose. No business or commercial building may be erected and no business may be conducted on any part thereof. This Section, however, shall not restrict construction or sale of Lots or Units by Declarant in Regency at Floral Lakes or by any other person or entity acquiring title to any portion of the Floral Lakes Community.

13.2 **Common Property.** All of the Common Property (including the Recreation Areas and Community Facilities) shall be used only for the purposes for which they are intended for the enjoyment of the Owners.

13.3 **Loud Vehicles or Machines.** No truck, boat, jeep, cargo van, pickup truck, trailer, motorcycle, moped, tractor, recreational or commercial vehicle, or loud or noisy vehicle, machine or device shall be used, operated, repaired, stored or parked, upon any portion of the Floral Lakes Community, nor shall any repairs to any vehicle, including cars, be performed, nor shall any inoperable vehicles be left for an unreasonable period of time, other than in a specific area which the Board of Governors of the Association may designate for the purpose of storage of such types and classes of some or all of those vehicles and machinery indicated above; provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of all or any part of the Floral Lakes Community or passenger mini-vans operated for personal, non-commercial use.

13.4 **Nuisances**. No nuisances shall be allowed upon the Floral Lakes property, nor shall any use or practice that is the source of annoyance to residents, or which interferes with peaceful possession and proper use of the property by its residents, be permitted. All parts of Regency at Floral Lakes shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate in any portion thereof, nor shall any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or Unit or make any use of the Common Property which may increase the cost of insurance upon same. No exterior signs of any sort, including but not limited to, for sale, for rent, garage sale, etc., shall be permitted, except as allowed pursuant to Section 2.2 hereof.

13.5 **Lawful Use**. No immoral, improper, offensive or unlawful use shall be made of the Common Property or of any portion of Floral Lakes, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be specifically observed.

13.6 **Guests and Tenants**. All Owners shall be fully responsible for the activities and actions of their guests, tenants and/or visitors and shall take all actions necessary or required to insure that all guests, tenants and visitors shall fully comply with all of the provisions of this Declaration. The Association shall also be empowered to enforce the provisions contained in the Declaration of Covenants and Restrictions concerning use and occupancy by guests, tenants and visitors.

13.6.1 **The Recreational Amenities – SMOKING IS PROHIBITED**. within Clubhouse: card and game tables, pool room, ceramics activity, fitness center and other activities normally scheduled to take place within the Clubhouse (yoga, tai chi, instructional classes or similar activities); Tennis Courts, Bocce, Shuffleboard, bean bag toss and golf; Both pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, shall be solely for the use of the owners, tenants, and residing family members, visitors and guests, subject to the provisions of the Association Documents; provided, however, no more than three (3) guests or visitors of a single "Household" (as hereinafter defined) are permitted to use above referenced Recreational Amenities at any one time; and MUST be accompanied by the resident, or tenant of said Household. In the case of visiting, non-resident FAMILY MEMBERS (as hereinafter defined) the three (3) person limit is waived, however, the resident, or tenant MUST accompany the visiting family member at all times. For the purpose of this paragraph the term "Household" shall mean an owner, and/or Tenant, and those family members residing in the Owner's and/or Tenant's Home. Non-Resident Family Member is defined as blood relative, i.e., parent, sibling, child, grandchild, Aunt or Uncle; In-laws by marriage are included as Non-Resident Family Member. In ALL CASES, Residents, and/ or Tenants have undisputed priority over any guests or visitors for use of any and all Amenities and activities.

13.6.2 **Athletic Waiver**. All participants, including residents and guests, who are involved in any athletic activity must sign the Floral Lakes Athletic Waiver.

13.7 **Pets**. No animals, birds or fowl of any kind, nature and species shall be kept or maintained on or within any part of the Floral Lakes Community except dogs or cats weighing less than forty (40) pounds, provided, a maximum of two (2) such pets shall be permitted per residence and provided that they are not kept, bred or maintained for any commercial purpose. An Owner who keeps or maintains a dog shall ensure that whenever said dog is on or about the Common Property, it is leashed and accompanied by an adult who is in possession of proper implements and containers for removal of fecal matter deposited by the dog. Said Owner shall be responsible for ensuring that any such fecal matter is removed by the accompanying adult. Failure to remove or clean up such fecal matter shall subject an Owner to a fine of not less than Twenty Dollars (\$20.00).

13.8 **Approval of Unit Resident**. The Board of Governors of the Association shall have the right to approve or disapprove each family which is designated to be the occupant of a Unit in Floral Lakes. Where a Unit is subject to a declaration of covenants and restrictions, the Homeowners' Association shall first have its rights to approve or disapprove the sale, lease and/or occupancy of the Unit by the designated family and shall thereupon notify the Board of Governors of the Association of such approval or disapproval, as well as the basis therefor. In the event that the Homeowners' Association should fail to exercise its authority as aforesaid, or in the event that a Homeowners' Association should fail to exercise its authority as aforesaid, or in the event that a unit within Floral Lakes is not subject to any such declaration of covenants and restrictions, then, and in that event, the Governors of the Association shall have the right to approve or disapprove each designated occupant.

13.9 **Children.** No children under the age of 18 shall be permitted to reside in any part of Floral Lakes except that children may be permitted to visit and temporarily reside in a Unit for periods not to exceed thirty (30) days in total in any calendar year, subject to reasonable rules and regulations of the Association limiting their use of the Common Property. This Section shall include Units under leasehold or fee simple ownership. Children visiting an "Approved Occupant" shall be the direct responsibility of their parents or legal guardians, the Unit Owner and the "Approved Occupant", including full supervision of them while upon the Common Properties, and including full compliance by them of these restrictions and all rules and regulations of the Association. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing any portion of the Common Properties or facilities located thereon.

13.10 **Declarant's Sales Office.** As long as Declarant (which shall be deemed to include its successors or assigns, including any Mortgagee of Record who holds any mortgage granted by Declarant, which acquires title by foreclosure, deed in lieu of foreclosure or otherwise) owns or holds as a lessee, any Lot in Regency at Floral Lakes, Declarant reserves unto itself, and its aforementioned successors and assignees, the right to operate and maintain a sales office within the Community.

14. **FAIR HOUSING ACT RESTRICTIONS.** The Floral Lakes community is being developed for occupancy by persons fifty-five (55) years of age or older. Pursuant to the terms of that certain Declaration of Restrictive Covenant for Retirement Housing, dated December 7, 1992, filed December 22, 1992, and recorded in Official Records Book 7526, at Page 1084, of the Public Records of Palm Beach County, Florida, and re-recorded in Official Records Book _____, at Page _____ of the Public Records of Palm Beach County, Florida, a Lot and Unit may not be purchased, sold, conveyed, or devised nor leased, sub-leased or occupied on a rental basis, except to a person or persons who qualify as "older persons" under local, State and Federal guidelines of the Fair Housing Act. Under the Fair Housing Act, "housing for older persons" is exempted, under certain conditions, from the prohibition against discrimination on the basis of familial status. In order to satisfy the requirements for exemption from the Fair Housing Act Amendments Act of 1988, 24 CFR 100.304, and to satisfy the provisions of the Declaration of Restrictive Covenant for Retirement Housing, ownership, occupancy and transfer of title to a Unit shall be subject to the following:

14.1 **Occupancy Restriction.** No Unit may be occupied by any person under eighteen (18) years of age, except that such person or persons under eighteen (18) may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks on any one occasion, or thirty (30) days in any one (1) calendar year.

14.2 **One Occupant Fifty-Five Years of Age or Older.** Persons under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Unit so long as at least one (1) of the occupants is fifty-five (55) years of age or older.

14.3 **Occupancy by "Approved Occupants."** No person shall be permitted to occupy a Unit unless such person is an "Approved Occupant" as defined in, and in accordance with the terms and conditions provided in the Declaration.

14.4 **Notification of Associations of Changes in Occupancy.** If an "Approved Occupant" shall vacate a Unit or if any person shall move into Unit intending to occupy the Unit for a period to exceed two (2) consecutive weeks, then the Unit Owner or "Approved Occupant" shall immediately notify Floral Lakes Community Association, Inc. and the applicable Homeowners' Association.

IN WITNESS WHEREOF, the Board of Governors for Floral Lakes Community Association, Inc., has adopted the foregoing Rules and Regulations for the Floral Lakes Community Association, this 20th day of February, 2023.

FLORAL LAKES COMMUNITY ASSOCIATION, INC., BOARD OF GOVERNORS

William Kirkorian, President

Linda Fox, Secretary