



***Santa Barbara
Property Owners'
Association
Rules and Regulations***

January 28, March, 2025



Update

January 28th
2025

Formatted: Right: 0.25"

Table of Contents

1. Introduction	3
• 1.1 Your Obligation of Knowledge	3
• 1.2 Amending the Rules & Regulations	4
• 1.3 Conflicts Among Documents	4
2. Definitions	4
3. Common Areas	5
• 3.1 Clubhouse & Its Facilities	5
• 3.2 Fitness Center	9
• 3.3 Swimming Pool, Spa and Gazebo Area	10
• 3.4 Tennis Facilities	11
• 3.5 Thoroughfares & Vehicles	12
• 3.6 Lakes, Lake Tracts, Common Area Landscaping	15
4. Homes	16
• 4.1 Architectural Matters	16
• 4.2 Hurricane Season	16
• 4.3 Landscaping of Homes	18
• 4.4 Animals	19
• 4.5 Activities at the Home	22
5. Santa Barbara Property Owners' Association	24
• 5.1 Your Rights and Obligations as a Member	24
• 5.2 Governance.....	25
• 5.3 Enforcement, Violations, Penalties & Fines	26
• 5.4 New Members	27

Formatted: Right: 0.25"

1. Introduction

The goal of this document -- the Rules and Regulations of Santa Barbara Property Owners' Association (SBPOA) -- is to enhance the experience of everyone living in this community in the heart of Boca Raton. The Rules and Regulations draw from, and expand upon, the provisions of SBPOA's governing documents, which set out the rights and obligations of the Association, Owners and Tenants. These rights and obligations are governed by the laws of the State of Florida, the Declaration of Covenants and Restrictions, the Articles of Incorporation, the Bylaws, these Rules & Regulations, and the Architectural /Landscaping Manual. ALL of these documents can be found on the Santa Barbara Homeowners Portal at Welcome Neighbors! (campbellproperty.com).

1.1 Your Obligation of Knowledge

Every Owner -- and all who live with an Owner, or have rented/leased a Santa Barbara home from an Owner -- contribute to a pleasant and tranquil environment by complying with the provisions of the governing documents and these Rules and Regulations. Owners are responsible to introduce their children, family members, Tenants, Guests and Houseguests to any rules pertinent to them and to ensure compliance.

We understand there's a good deal of information here and in the governing documents. Nonetheless, each of us is responsible to know what is permitted or not permitted in this community, what may be a violation of the documents, and how to accomplish everyday actions related to living in and using the facilities of our community.

Just because an Owner, Tenant, family member, Houseguest, Guest, visitor, vendor or other person is unaware of a restriction or rule does not protect against a justified violation, fine, suspension of beneficial use of facilities, or legal action.

Formatted: Right: 0.25"

1.2 Amending the Rules and Regulations

Like all living documents, these Rules and Regulations may be amended from time to time. They were adopted by the Board of Directors according to requirements of the Declaration. Amending them requires a majority vote of the Directors and proper notice to members.

1.3 Conflicts Among Documents

If there are conflicts between provisions of the governing documents or between a document and state law, Statute is controlling, followed by, in order, provisions of the Declaration, which dictates the day to day guidelines for the Association; the Articles, which established the Association; the Bylaws, which set forth how the Association will operate; the Rules & Regulation, which focus on use of common facilities but may contain other topics; and, finally, any other official Association documents, such as the Architectural Manual.

2. Definitions

The Declaration of Covenants and Restrictions sets out the definition of terms used in the governing documents and in this Rules and Regulations. You can read these definitions in the Declaration on the Santa Barbara Homeowners Portal (Welcome Neighbors! (campbellproperty.com)). In addition, several definitions are used in this Rules and Regulations that do not appear in the governing documents.

2.1 Owner, as defined in Declarations 1.16, means the record owner, whether one or more persons or entities, of the fee simple title to a Lot.

2.2 Member: A Member of the Santa Barbara Property Owners' Association is, as defined in 1.17 of the Declaration, the record owner of a Lot. The amenity use rights of membership are extended, unless the context indicates otherwise, to all individuals in the immediate family who reside in the home with the Owner.

Formatted: Right: 0.25"

2.3 Tenant: A Tenant is defined as a person who does not own the Home but has rights to occupy it temporarily (without the presence of the Homeowner) and with the approval of the Association, for more than 30 days in 12 months in exchange for the payment of rent. Members of the immediate family of such a Tenant, who also reside in the Home, are also regarded as Tenants.

2.4 Guest is an individual who is invited by an Owner or a Tenant to visit his/her home or to use any of the Santa Barbara facilities.

2.5 Houseguest is a Guest who remains overnight in the home of a Owner or a Tenant, including a visiting child, grandchild, parent, grandparent (or the spouse of any of the foregoing) of such Owner or Tenant.

3. Common Areas

Santa Barbara has a newly-designed Clubhouse with several meeting rooms, a fitness center, community swimming pool and spa, as well as four clay tennis courts and many landscaped roadways and paths that contribute to pleasant and healthy walking, running and biking. The Association maintains the Common Areas, including the Clubhouse and its recreational facilities, the tennis courts, roadways, guardhouse, security gates, lakes, landscaping on the Common Areas, storm sewer drainage system and other features, in accordance with the governing documents.

3.1 Clubhouse and Its Facilities

3.1.01 Open Hours: The Clubhouse and its fitness center, lounge, ballroom, billiards room, meeting room with kitchenette, and veranda are open from 5 am to 11 pm daily. The swimming pool, pool deck, spa, and gazebo area are open from dawn until dusk. The Florida Building Code states that bright artificial light is required at all swimming pools that may be used after dark or that do not have adequate natural lighting so that all portions of the pool including the bottom may be readily seen without glare.

Clubhouse

Formatted: Right: 0.25"



3.1.02 Use of Facilities: The Clubhouse and its facilities may be used by Owners, Tenants and their Houseguests and Guests, as defined above. All users of the Clubhouse must have identification in their possession, as may be required by the Association from time to time.

Houseguests and Guests may only use the Clubhouse and its facilities provided that the Owner or Tenant inviting such persons has 1) paid any rental fee that may be required by the Association for use of the Clubhouse by Houseguests or Guests; 2) informed invited Houseguests or Guests of any risks involved in their use of the facilities, and 3) to the maximum extent permissible under Florida law, automatically holds the Association, its officers, directors, employees and agents harmless for, from and against any claims or causes of action that the Guest or Houseguest may bring against the Association arising from their use or their children's use of the facilities, but only to the extent such claims result from the acts or omissions of such individuals.

Owners, Tenants, Houseguests and Guests are advised to be aware of and to inform children of any risks involved in their use of the indoor or outdoor Clubhouse facilities, including the pool and spa, the lounge, kitchen, fitness center or any other area of the Clubhouse. Children under the age of 12 may not be present in or use any of the indoor or outdoor Clubhouse facilities unless they are accompanied by a supervising adult. At least one supervising

Formatted: Right: 0.25"

adult is required for three or fewer children under the age of 12. The supervising adult may not be engaged in aerobics, weight-lifting, cardiovascular exercise or any other activity that may diminish his/her ability to control the behavior of the child.

Owners, Tenants, Houseguests and Guests automatically indemnify and hold the Association harmless against any claims that any family member or guardian of a child may bring against the Association arising from the use of any Association facilities.

3.1.03 Animals: No animals may be brought to the indoor or outdoor Clubhouse premises, with the exception of 1) service animals, as defined by the American Disabilities Act, or 2) emotional support animals for which the Owner, Tenant, Houseguest or Guest has, in their possession, proof of such status as may be required by the Association from time to time. Further information about the requirements for service animals and emotional support animals can be found in Section 4.4.06.

3.1.04 Private Events: Use of the Clubhouse or any other Association facilities for meetings, personal celebrations or any other event that will be attended by persons who are not Owners or Tenants requires advance written approval of the Association. A contract for use of the ballroom must be executed prior to use.

3.1.05 Ads, Commercial Use: Advertisements may not be posted or circulated in the Clubhouse and its facilities. Business may not be solicited on the Clubhouse premises. The Association's stationery may not be used by anyone without the prior written authorization of the Board of Directors. See Private Events, above, regarding use of Clubhouse facilities for meetings.

3.1.06 Room Reservations: The ballroom, billiards room, and meeting room with kitchenette may be reserved from 9 am to 6 pm, provided the room requested is not already reserved for an Association meeting. Rooms may be reserved up to 5 days in advance. The Owner or Tenant who has reserved the room must be present for the duration of the use of the room. Individuals who are using a room and have not reserved it in advance do not have the right to

Formatted: Right: 0.25"

ask other Owners or Tenants to leave the room. While card playing is welcome at the Clubhouse, room reservations are not available for cardplaying.

3.1.07 Training and Instruction On Premises: Owners and Tenants wishing to engage a personal trainer or instructor in tennis, swimming or fitness activities while using the facilities of the Santa Barbara Clubhouse must register the instructor with the Management Office. Such a trainer or instructor must be insured and be able to show proof of insurance if requested. All such trainers and instructors are considered to be Guests of an Owner or Tenant and may not use Santa Barbara facilities without their host present at all times. Hosts and trainers/instructors should be respectful of others and not monopolize facilities. Trainers who do not abide by the governing documents of the Association may be barred from using the Clubhouse and its facilities.

3.1.08 Attire: To protect Clubhouse furnishings from dripping water and to ~~and~~ prevent slips and falls on the marble flooring, persons in swimwear may only enter the Clubhouse from the pool area through the fitness center doors. Swimwear may only be worn in the pool and locker rooms and no one wearing a wet bathing suit may sit on the Clubhouse furniture. Shirts and shoes are required throughout indoor areas of the Clubhouse. Suitable athletic attire and footwear must be worn in the fitness center and loose-fitting clothing or jewelry should be removed before using the fitness equipment.

3.1.09 Food and Beverages: To foster sanitary conditions, food or beverages, including alcoholic beverages, may only be consumed at the Clubhouse or any of its indoor or outdoor facilities during Association-approved events and in the locations permitted for the specific event, with the following exceptions: 1) Beverages provided in the lounge or kitchen may be consumed in the lounge; 2) water may be brought into the fitness center in non-breakable spill-proof containers, and 3) food or non-alcoholic beverages may be brought to and consumed in the gazebo picnic area. No glass or other breakable containers may be brought into the Clubhouse or any of its indoor or outdoor facilities. The maintenance staff is not deployed to clean up after Clubhouse users, except after approved events.

3.1.10 Unacceptable Behavior: In the interest of all users of the Clubhouse, smoking, vaping, the use of any unlawful substance or any controlled substances (as defined in Florida Statute 893) as well as tobacco chewing are not permitted in the Clubhouse or its outdoor facilities. Rowdy or disruptive behavior, profanity, lewd behavior, running, and playing loud music are also prohibited throughout the indoor and outdoor Clubhouse facilities, including the pool and fitness areas.

3.1.11 Considerate Use: To help control costs and as good neighbors, all Owners and Tenants are required to clean up after themselves, their guests and family members when using Clubhouse facilities. Litter should be thrown in the trash receptacles, furniture returned to its original location, and surfaces tidied up. Cue sticks should be returned to their racks after play; fitness equipment should be wiped clean, and earbuds must be used when listening to music or other personal programming.

3.1.12 Sports Equipment: Bicycles, roller blades, skateboards and other such portable mobile athletic equipment is prohibited throughout the indoor and outdoor facilities of the Clubhouse. Such equipment creates a potential hazard for other users as well as potential damage to the facilities.

3.1.13 Association Property: No furnishings, decorative objects or equipment may be removed from the Clubhouse or any of its indoor or outdoor facilities without permission of the Association, nor may such item be added to the Clubhouse without approval of the Association. Anyone wishing to donate objects to the Clubhouse must talk with the Clubhouse committee.

3.2 Fitness Center

3.2.01 Use: The fitness center and its equipment may only be used during open Clubhouse hours (See 3.1.01). To ensure Guests or Houseguests do not monopolize the equipment, no more than two (2) Guests per Owner or Tenant may use the fitness center at the same time.

Formatted: Right: 0.25"

3.2.02 Attire: Suitable and safe attire and footwear must be worn in the fitness center. It is advised that loose clothing or jewelry be removed before using athletic equipment. Ensuring your music or other programming is not audible to others in the fitness center is a matter of common courtesy. No one may play a radio, stream ~~and~~ movie or use any other audio-enabled device in the fitness center without ear buds or headphones.

3.2.03 Training and Instruction: See Section 3.1.07.

3.2.04 Lockers: Clothing and equipment may not be left overnight in the lockers. The Association is not liable for loss of any items left at the Clubhouse facilities.

3.2.05 Clean Up: Users of the athletic equipment must wipe down the equipment after use, pick up loose items such as towels, and deposit used cups, water bottles, sweat rags etc. in the trash receptacles.

3.3 Swimming Pool, Spa and Gazebo Areas

3.3.01 Safety Precaution: No lifeguard is present in the pool area. All users of these facilities should be aware of potential danger, particularly to those who are unable to swim or those with medical conditions. **ALL PERSONS USING THE POOL OR SPA DO SO AT THEIR OWN RISK.**

Rafts are not permitted in the pool, nor is diving.

Changing or tampering with the spa temperature control is prohibited for safety reasons.

3.3.02 Use: The pool and spa areas may be used by Owners, Tenants, Houseguests and Guest daily from dawn until dusk. The pool and spa areas lack state-mandated lighting for night swimming and may not be used before dawn or after dusk. The pool and spa areas may not be reserved or used for a private event. Children may use the pool as long as any child under the age of

Formatted: Right: 0.25"

12 is accompanied by a supervising adult at all times. See 3.1.02 for hold harmless details.

3.3.03 Hygiene: All persons must shower before entering the pool for sanitary reasons, to prevent the spread of oils, sweat, other substances as well as bacteria and other pathogens. Anyone requiring a diaper may not enter the pool with the exception of persons wearing a swim diaper. Owners are responsible for contamination of the pool by their family member, any Tenant to whom they have leased their home and who has not paid any fine that has been assessed, or their Houseguest or Guest. The Owner, in such instance, will be assessed for the costs of draining and re-treating the pool as may be necessary.

3.3.04 Pool Entrance: Swimmers must use the pool/locker room entrances from the pool area to the Clubhouse, not the main door from the veranda to the lounge to help protect Clubhouse furnishing and prevent slips and falls on the marble flooring.

3.3.05 Training and Instruction: See Section 3.1.07.

3.3.06 Gazebo Area: The gazebo area is the outdoor lounge and picnic area behind the ballroom containing tables and chairs. This is the only outdoor area at the Clubhouse where Owners, Tenants, Houseguests and Guests may eat or drink (non-alcoholic beverages only). Non-glass containers are required. Everyone using this area is responsible to throw litter in waste cans and clean up after themselves.

3.4 Tennis Facilities

3.4.01 Purpose and Hours: The tennis rules aim to enhance the community tennis program, maintain and improve the appearance of the courts, and guide the proper use of the courts. The tennis courts are open from 8:00 am to 1:00 pm and 3 pm to 10 pm every day. The HarTru clay surface requires watering during the day to maintain optimum surface conditions. The courts are watered between 1 pm and 3 pm and again overnight. Residents should not

Formatted: Right: 0.25"

turn watering on or off as it may alter play conditions. Court lights will be extinguished and the courts closed if they are not in use at 9 pm.

3.4.02 Use and Reservations: The tennis courts are meant to be primarily for the use of the Owners and Tenants, who may reserve a court for 90 minutes of singles or doubles play. Reservations can be made using the online booking process. [Login \(santabarbaratennis.com\)](http://santabarbaratennis.com)

While Guests and Houseguests of Owners and Tenants may use the facilities, they may play tennis only with the Owner or Tenant who invited the Houseguest or Guest, and the inviting Owner or Tenant must be on the court at all times.

No one should play on wet courts as this can be dangerous.

3.4.03 Training and Instruction: See Section 3.1.07.

3.4.04 Attire: Shirts and shorts (or tennis skirts for women) must be worn on the courts. Swimsuits are prohibited. Only shoes meeting clay court specifications are permitted. Running, jogging, walking and hiking shoes as well as hard court shoes, such as those with deep grooves or suction cups, can damage the Har Tru courts and are not permitted. If in doubt, a member of the Tennis Committee should be consulted.

3.4.05 Abuse of Courts: To protect the courts from potential damage, no one may use the tennis courts for any purpose other than tennis. This includes using the courts as a walkway or thoroughfare. Animals, bicycles, carriages, skates, toys, and other such items may not be brought onto the courts.

3.5 Thoroughfares & Vehicles

3.5.01 Speed Limit and Posted Signs: Anyone driving in Santa Barbara must observe the 25 mile per hour speed limit, come to a complete stop at all STOP signs, unless otherwise indicated by posted traffic signs, and observe all other posted traffic and parking rules.

Formatted: Font: 6.5 pt

Formatted: Right: 0.25"

3.5.02 Tailgating: Drivers shall not follow another vehicle closely to circumvent the access control system of gates when entering or leaving the community. Each car should wait for the arm to open for them. There have been numerous repairs to the gates, at considerable cost to all Owners. An Owner or Tenant who is found to have caused damage to an entrance or exit gate or whose Houseguest or Guest has caused damage to the gate, will be held liable for the cost to repair or replace the gate. Residents who observe a tailgating incident should report it to a Security guard as soon as possible.

3.5.03 Citations, Notices of Violation, Fines and Appeals: Santa Barbara security personnel are authorized to issue citations to any person who fails to adhere to the Rules and Regulations. Violators will be issued citations at the time of the offense, if practical. Owners and Tenants will receive written notice of the violation shortly thereafter. Owners and Tenants are responsible for the behavior of their household members, Guests and Houseguests when they are on the Property. Owners are also responsible for unpaid fines for traffic violations incurred by members of their household, their Houseguests and Guests and individuals to whom they have rented/leased their home. Vendors and their employees who violate Santa Barbara's traffic and parking rules will be issued violations and fines.

In accordance with Florida Statute 720.305 and the Declaration, fines will be designated by the Board of Directors and reviewed by the Appeals Committee.

3.5.04 Non-Automotive Motorized Vehicles: Except for wheelchairs or medical mobility scooters when prescribed by a doctor, no motorcycles, motorized bicycles, motorized skateboards, motorized scooters, mopeds or golf carts other than golf carts operated by the Association or its vendors, are permitted to be operated on Common Property. Section 6.05 of the Declaration prohibits the presence of motorcycles on the Property. Notwithstanding the foregoing, electric bicycles (permitting pedaling by the rider) are not prohibited. For safety reasons, motorized or electric toy cars or other such vehicles are not permitted to be operated on Common Property.

3.5.05 Street and Common Area Parking: No parking is permitted between the hours of 1:00 am and 6:00 am on the streets, roadways, or other portions

Formatted: Right: 0.25"

of the Common Areas. Section 6.05 of the Declaration prohibits parking on the roadways in Santa Barbara.

Blocking another's driveway with a vehicle, or parking so as to interfere with easy access to or egress from another's driveway is prohibited.

No one is permitted to "reserve" any section of the street for their vehicle.

Alternate side of the street parking signs must be observed.

Parking on grassy areas anywhere in Santa Barbara is prohibited.

3.5.06 Clubhouse Parking: The clubhouse parking lot is for the use of Owners, Tenants, Houseguests and Guests using the Clubhouse facilities, visitors, and employees of vendors engaged by the Association. Overnight parking is not permitted except for designated service vehicles.

Owners and Tenants may request to use the Clubhouse lot for overnight parking for up to seven (7) days per 30-day period and must have a valid reason and estimate of the number of days of parking required. Written approval of the Association is necessary prior to parking.

3.5.07 Driveway and Garage Parking: Except for vehicles parked in garages, there shall be no parking from 1 am – 6 am on any Lot except that passenger automobile may be parked overnight on driveways located on Lots.

No car covers are permitted on cars in driveways. More details can be found in the Declaration 6.05 on the Santa Barbara Homeowners Portal (Welcome Neighbors! (campbellproperty.com)).

No commercial trucks or open bed pickup trucks may be parked on any driveway between the hours of 1 am and 6 am. A pickup truck meeting all other requirements herein is acceptable.

No vehicle shall be parked overnight (1 am to 6 am) without the prior consent of the Association if 1) commercial lettering or signs are painted to or affixed

Formatted: Right: 0.25"

to the vehicle, 2) commercial equipment is placed upon or within the vehicle, or 3) the vehicle is any type of truck, recreational vehicle, camper, trailer, or any other vehicle except a private passenger automobile or other permitted motor vehicle described above. This prohibition is contained in the Declaration of Covenants and Restrictions.

3.5.08 Towing: Vehicles parked in violation of the Rules may be towed at owner's expense.

3.5.09 Transponders: The use of transponders is a privilege extended to Santa Barbara Owners and Tenants, and may be denied or deactivated for failure to obey the governing documents or these Rules and Regulations. Transponders can be purchased and shall be installed by Santa Barbara Security onto the authorized vehicle. Each Owner or Tenant is allowed to purchase one transponder for each vehicle registered at their Santa Barbara address or registered in their name. Suspended transponders will be reactivated upon resolution of the applicable violation and payment of all monetary obligations due. Transponders will be deactivated immediately upon the sale of a Lot.

3.6 Lakes, Lake Tracts, Common Area Landscaping

3.6.01 Use of Lake Tracts: Boating, swimming, fishing or recreational activities of any kind are prohibited in the lakes and on the lake tracts. The lakes may contain algae, bacteria and other pathogens that could foster disease, as well as wildlife that could pose harm to people. (A lake track is the grassy hill surrounding the lake.)

3.6.02 Common Area Landscaping: No trees, shrubbery, sod, topsoil, mulch or other materials may be removed from any portion of any Common Areas.

3.6.03 Wildlife: The trapping of any wildlife by a Homeowner or Tenant on Common Areas is prohibited, as is the feeding – intentional or otherwise – of any wildlife, excluding birds but including migratory waterfowl, under Florida statute. Feeding wildlife may lead to larger populations, potentially creating noise and unsanitary conditions. Trapping of wildlife by residents on common

Formatted: Right: 0.25"

property could result in harm to animals and people as well as damage and liability.

4. Homes

There are 241 homes in Santa Barbara, reflecting a range of individual design choices, yet harmonized by adherence to the originating plan that this community reflect the architectural style and design ethos of the California city of Santa Barbara. To maintain the visual harmony of our community and support superior property values, all homes must abide by the governing documents, these Rules and Regulations, and the Architectural Manual. Owners are responsible for the maintenance and repair of all parts of their Home and Lot; the Association maintains Front Yard landscaping and the maintenance, repair and replacement of Front Yard irrigation.

4.1 Architectural Matters

4.1.01 Exterior Maintenance and Repair: Homes and all improvements on a Lot must be kept in "first-class condition and repair and in a neat and attractive manner," according to the governing documents. More details can be found in the Architectural Manual, which can be found on the Santa Barbara Homeowners Portal (Welcome Neighbors! (campbellproperty.com)). Questions should be directed to the Management Office.

4.1.02 ARC Applications for Exterior Changes: According to the Declaration of Covenants and Restrictions, all exterior modifications to a home must be submitted for prior approval to the Association. This includes "any building, fence, wall, patio area, spa, swimming pool, landscaping or any other alterations, addition, improvement or changes of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot or the exterior of the Owner's Home unless the Owner first obtains the written approval of the Association to same, except that such approval shall not be required for any maintenance or repair which is such Owner's responsibility which does not result in a material change in any improvement or a change in the color of

Formatted: Left

Formatted: Right: 0.25"

same.” (Declaration 6.15.1) More details can be found in the Declaration or the Architectural Manual, both of which can be found on the Santa Barbara Homeowners Portal. (Welcome Neighbors! (campbellproperty.com)).

The Association, through the Architectural Review Committee (ARC) and the Landscaping Committee, has the right to refuse to approve any plan or specification it views as not suitable or desirable for Santa Barbara. Comprehensive information about the requirements for exterior changes, the approval process, and approved selections for many materials such as roofing, pavers, paint, lighting fixtures, and more can be found in the Architectural Manual, its Appendix and the house paint colors book. The Manual and Selections Appendix can be found on the Homeowners Portal (Welcome Neighbors! (campbellproperty.com)). These can also be found, along with the paint books and samples of some materials, in the Management Office.

4.1.03 Architectural Violations, Fines and Appeals: Homes for which the exterior is not in accordance with the governing documents or ARC Manual will receive a courtesy letter for each architectural or landscaping issue and will have 30 days to correct the issue before a citation letter is sent to the Owner indicating that a fine may be levied by the Board of Directors. Fines may be appealed to the Appeals Committee. An Owner may contest a fine that has been upheld by the Appeals/Fining Committee directly to the Board of Directors. Further details may be found in Section 5.3.01 through 5.3.03 of this Rules and Regulations.

Owners who contract for and purchase upgrades to the exterior of their home before filing for ARC approval may be required to remove the upgrade at their own expense and restore the exterior, if the change represents a violation. Architectural fines are \$100 a day up to a maximum of \$1,000 for each architectural violation.

4.2 Hurricane Season

Formatted: Right: 0.25"

4.2.01 Preparedness: For safety and security reasons, Owners and Tenants who plan to be away during hurricane season must prepare their Home before leaving. This includes storing items such as outdoor furniture, potted plants, grills, and garden hoses indoors, and informing the management office of the phone number at which you can be reached and the dates you will be away.

4.2.02 Hurricane Shutters: No permanent hurricane shutters may be installed without prior written approval of the Association. (See the ARC Manual, which can be found on the Santa Barbara Homeowners Portal, for details and for information regarding temporary hurricane protection. (Welcome Neighbors! (campbellproperty.com))).

To maintain a pleasant and visually appealing setting and except as provided below, permanent and temporary hurricane shutters may be closed only during a period in which a hurricane watch or warning declared by the National Hurricane Service is in effect for southeast Florida. The shutters must be opened or removed within one (1) week after the storm has been declared no longer a threat.

Owners or Tenants who will be away from their homes for more than 72 hours from June 1 to November 30 may submit a written request, including appropriate justification, to the Association seeking permission to keep their shutters closed during the period of their absence between specified dates, but not for a period in excess of 30 days. Shuttered homes, for long periods of time give the appearance of a community with numerous unattended properties.

4.3 Landscaping of Homes

One of the key features of Santa Barbara is the community's lush landscaping. To foster thoughtful and harmonious design across neighboring homes, residential landscaping is subject to restrictions described in the governing documents and the Architectural Manual, which can be found on the Santa Barbara Homeowners Portal. (Welcome Neighbors! (campbellproperty.com)).

Formatted: Right: 0.25"

4.3.01 Front Landscaping. Maintenance of the Front Landscaping is managed by the Association. Front Landscapes are defined as those portions of each Lot visible from the street and extending to the Lot's five (5) foot privacy wall as more fully defined in the Architectural Manual.

4.3.02 Changes to Front Landscaping. Owners proposing any re-design or significant change to a Front Landscape must request written approval by the Landscaping Committee as described in the Architectural Manual.

Landscaping Request for Change Form" and the related "Landscaping Statement of Understanding and Waiver of Liability" are available at the Management Office. Failing to obtain Landscaping Committee approval will subject the Owner to the Association's enforcement processes and may result in related fines as otherwise specified in the Association's governing documents or as permitted by Statute, and potentially the restriction of other privileges (including transponders) and/or legal proceedings.

4.3.03 Landscaping Not Maintained by the Association. Owners are responsible for the maintenance of their Rear Landscapes (those portions of each Lot that are not included in the Front Landscape described above) as described in the Architectural Manual. The Association also has the authority to require any Lot Owner to complete appropriate maintenance or replacement to the Rear Landscape.

4.3.04 Irrigation. The Association maintains the irrigation system for the Front Landscape of each Lot, including wet checks, as well as all clocks and timers that regulate the irrigation system. Owners are responsible for the maintenance of the irrigation system located in their Rear Landscapes. The Association will monitor irrigation clocks and timers to ensure the settings meet minimum standards considered appropriate for proper watering. Residents shall not adjust or change the clock and timer settings in any manner that may restrict the watering schedule set by the Association. Work orders to adjust the irrigation clock may be entered into the online system ([Welcome Neighbors! \(campbellproperty.com\)](http://WelcomeNeighbors!campbellproperty.com)) or the homeowner may call the management office.

Formatted: Right: 0.25"

4.3.05 Drainage /Slope: No owner may change the drainage or slope of a Lot.

4.4 Animals

4.4.01 Number of Animals: The Declaration of Covenants and Restrictions (Section 6.06b) limits residents to no more than two dogs or two cats, or a combination of one each, per household regardless of whether they are indoor or outdoor pets. More details can be found in the Declaration.

4.4.02 Leashing and Pick-up: All animals must be on a leash at all times and under the control of their owner when being walked in the community. No animals may be unrestrained in Santa Barbara. Owners, Tenants, Houseguests and Guests must pick up after their animals and may not dispose of feces in the storm sewer system. This can pollute the lakes.

4.4.03 Registering, licensing and vaccinating animals: All animals living at Santa Barbara must be registered with the Management Office, and the animal must be licensed and vaccinated. The owner must be able to provide proof of compliance with state and local requirements for the licensing and vaccination of such animals.

4.4.04 Breed Restrictions: All breeds that are perceived to be concentrative derivatives of the cross-breeding between Old English Bulldogs and Early English Terriers, which include but is not limited to Staffordshire Terriers, Staffordshire Bull Terriers, American Staffordshire Terriers, American Bull Terriers, American Pit Bull Terriers, and any animal that appears, in the reasonable judgment of the Board of Directors, to exhibit characteristics of one of these breeds or mixed breeds, are prohibited in the community. The Declaration of Covenants and Restrictions gives the Association the power to restrict certain animals.

4.4.05 Removal: The Association retains the right to remove from the premises any animal that was cited in a complaint of personal injury or imminent threat thereof or whose owner has not complied with the animal

Formatted: Right: 0.25"

provisions of the governing documents, these Rules and Regulations and the ARC Manual.

4.4.06 Service Animals and Emotional Support Animals: A service animal is defined as a dog individually trained to do work or perform tasks benefitting a person with a disability. The tasks performed by the dog must be directly related to the person's disability.

An emotional support animal helps its owner cope with challenges associated with emotional and mental health conditions by providing comfort with their presence. An emotional support animal does not require training to do work, perform tasks, provide assistance, or provide emotional support by virtue of its presence, which alleviates one or more identified symptoms or effects of a person's disability (FL 760.27(1)a).

The Association reserves the right to deny a request for an emotional support animal if such animal poses a direct threat to the safety or health of others or poses a direct threat of physical damage to the property of others, which threat cannot be reduced or eliminated by reasonable accommodation.

The Association may require that an Owner or Tenant (or their Houseguest or Guest) who brings an emotional support animal onto the Property provide, per Statute: 1) a determination of disability from any federal, state or local government agency, 2) a receipt of disability benefits or services from any federal, state or local governmental agency, or 3) information from a health care practitioner, as defined in §456.001, a telehealth provider, as defined in §456.47, or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state but only if such out-of-state practitioner has provided in-person care or services to the individual in question on at least one occasion. Such provider must have personal knowledge of the petitioning individual's disability and be acting within the scope of his or her practice to provide the supporting information. In addition to the foregoing, the Association also requires from an Owner or Tenant (or their Houseguest or Guest) who brings an emotional support animal onto the Property proof of compliance with state and local requirements for the licensing and vaccination of such emotional support animal.

Formatted: Right: 0.25"

The Association may require, from the health care practitioner, reliable information that reasonably supports the petitioning individual's need for the particular emotional support animal being requested, including information identifying the particular assistance or therapeutic emotional support provided by the specific animal.

Owners or Tenants seeking to have more than one emotional support animal live in their Home must provide all of the information described above for each such animal.

An emotional support registration, vest, patch, card, certificate, or any other similar designation is not sufficient to reliably establish that the Owner or Tenant has a disability or a disability-related need for an emotional support animal. An Owner or Tenant with a disability or disability-related need is liable for any damage done by his or her emotional support animal to Common Areas, the property of others, or to another person on the Property.

4.5 Activities at the Home

4.5.01 Trash: Garbage and trash must be placed in appropriate containers (garbage cans in the case of garbage) and placed on the street in front of the home no earlier than 6:00 pm on the evening before the pickup day. Trash containers must be removed from any location visible from the street on the day of the pickup as soon as feasible after pickup has been made. Vegetative Waste, as more fully discussed in the Architectural Manual, generated by any Owner is included in the curbside services of the City of Boca Raton. Vegetative Waste generated by any Owner may be placed curbside no earlier than 2:00 p.m. on the afternoon preceding the City of Boca Raton scheduled pickup. All vegetative waste generated by landscape contractors shall be removed by the contractor on the same day the services generating the waste are provided.

4.5.02 Garages: Garages may not be permanently enclosed or remodeled. Garage doors must remain closed when the garage is not in use.

Formatted: Right: 0.25"

4.5.03 Vendors: Vendors retained by Owners may not begin work before 8 am and must cease work at 6 pm, Monday through Saturdays. No commercial work may be done on Sundays or federally recognized holidays. Vehicles whose occupants are repair persons providing emergency home repair services at the Property are permitted entry after 6 pm and on Sundays. No other commercial vehicles will be permitted entry on Sunday, with the exception of delivery vehicles.

4.5.04 Commercial Activities, including Garage or Yard Sales: It has been the intention of Boards over the years to maintain a desirable community with a visually appealing, non-commercial ambiance. Yard sales and garage sales are inconsistent with this intention. No garage or yard sales are permitted and no articles for sale may be displayed anywhere that they would be visible from the street. No business or commercial activity may be conducted from a Home where such activity can reasonably be expected to lead to significant numbers of non-residents entering the community to discuss, examine, or obtain goods or services offered by the Owner or Tenant. This does not prohibit an Owner or Tenant from selling items such as an automobile, furniture or art objects from their home, where such efforts are not part of an ongoing business. No one who does not live in Santa Barbara, with the exception of certain delivery services, may enter the Property without explicit authorization of an Owner or Tenant.

4.5.05 Open Houses: No open house may take place without the Owner or his realtor first notifying the Management Office in advance by filling out a form for this purpose and designating a "responsible individual" who will have the sole authority to authorize the admission of specific individuals who have satisfactorily identified themselves to the guard at the gate. Owners are responsible to inform their realtors of this required procedure. Open House signage may be placed only in front of the "For Sale" home and not throughout the community, and must be removed when the open house concludes.

4.5.06 Nuisances: No nuisance are permitted within the property. For a full description of the nuisance rule, see Section 5.1.01 below.

Formatted: Right: 0.25"

4.5.07 Emptying of Pools/Spas: Swimming pools and spas may not be emptied onto the grass of a home or any common area, or in any other manner that may deface common property.

4.5.08 Downspout Discharges: Downspouts must discharge water onto the Owner's property, not onto a neighbor's property.

4.5.09 Leasing & Sales: Any residence used as part of a time-sharing, home exchange, vacation exchange, or similar program, such as Airbnb, shall be considered to be in a lease agreement and is subject to Santa Barbara's leasing restrictions.

According to the Declaration of Covenants and Restrictions (Section 6.18), no Owner may rent/lease his/her home until it has been owned by that Owner for a period of one year. To avoid a transient environment and protect the property values and ambiance of Santa Barbara, an Owner may not lease his/her residence for a term of more than or less than one year, and both the lessee and the lessor are subject to prior written approval by the Board of Directors. A Lease Approval Fee in an amount determined by the Board of Directors from time to time must be paid at the time such written approval of the lease is requested and will be refunded in full if the lease is not approved. These provisions shall be applicable to any renewal of the lease, as well as to the original lease.

If the residence is owned by a corporation or a trust, any individual designated in writing by such entity as the occupant or resident shall be regarded as a lessee subject to the above provisions.

5. Santa Barbara Property Owners' Association

5.1 Your Rights and Obligations as a Member

Formatted: Right: 0.25"

Florida statutes, county and city ordinances, the governing documents, these Rules and Regulations and other documents such as the Architectural Manual set out the rights and obligations of all Tenants at Santa Barbara. It is incumbent on Owners and Tenants to understand these documents and abide by them. In addition, several specific requirements are noted below.

5.1.01 Cooperation with Personnel: Everyone on the premises of Santa Barbara must cooperate with the Association's security personnel and comply with requests made by them in the performance of their duties. Owner, Tenants, Houseguests and Guests may not, verbally or otherwise, abuse, reprimand or discipline any employee or contractor of the Association, or send any employee off the premises of the Association for any reason whatsoever. Such actions are subject to sanctions by the Association. Owners and Tenants may not direct or purport to instruct any employee of the Association, or of any contractor or subcontractor of the Association, in such employee's performance of his/her functions.

5.1.02 Nuisances: No nuisance, noxious or offensive activity or noise shall be carried on or allowed within the Santa Barbara Property and no use or practice which is an unreasonable source of annoyance to Santa Barbara Owners, Tenant, Guests or Houseguests, or which interferes with their peaceful possession and proper use of the Property shall be permitted, nor shall anything be done therein either willfully or negligently which may be or become a nuisance or annoyance to Owners, Tenants, Guests and Houseguests of the community. This includes, but is not limited to, verbal, visual or physical harassment, noise that is loud enough to carry beyond the household from which it emanates, and littering or placing debris in Common Areas. The determination of what constitutes a nuisance shall be made by the Board of Directors whose decision is final and non-appealable. A violation and fine of up to \$200 may be issued by the Board of Directors for a nuisance.

5.1.03 Complaints and Concerns : Complaints or suggestions concerning the performance of employees of the Association or contractors or subcontractors should be offered to the Manager, the President, or the Board of Directors as may be appropriate in the specific case.

5.1.04 Contact Information: All Owners and Tenants must give the Association 1) the names, email, and telephone numbers for all individuals who will live at the Home, 2) the license, VIN number and other details of motor vehicles that will be kept in Santa Barbara, 3) any other addresses (e.g. summer homes) that the Owner or Tenant may use, 4) information on animals kept at the home including their vaccination and licensing records, and 5) other information SBPOA may reasonably request. This information is required in case of an emergency and to identify persons, animals and vehicles as associated with a particular home and Owner. All information is used only for Association purposes.

5.1.05 Communication from the Association: Such communication to an Owner or Tenant will be deemed to have been received by the addressee if it was sent to the person's address in Santa Barbara, unless the Association was notified in writing in advance that a different address should be used. Owners and Tenants who will be absent from Santa Barbara for a period of time are responsible for notifying the Association of how they can be contacted.

5.1.06 Collections Policy. Association assessments are billed quarterly and are due no later than January 1, April 1, July 1 and October 1 of each calendar year. It is the Homeowner's responsibility to ensure all payments made to the Association for assessments or other charges are timely received by the managing agent. Regular maintenance assessments are billed quarterly and are due no later than January 1, April 1, July 1 and October 1 of each year. The Association's Bylaws (Section 7.06) generally provide that, in the event any Lot is in arrears in the payment of any assessment or related charges that, in part or in whole, are more than 90 days past due, the Owner's voting rights and the Owner's rights to use Association facilities and transponders or other amenities may be suspended upon a vote of the Board and in accordance with Statute unless a written stipulation agreement satisfactory to the Association is executed by the Owner, which stipulation agreement provides for the repayment of all outstanding balances due to the Association. In addition, the Association maintains a detailed Collections Policy that is available from its managing agent.

5.1.07 Homeowner Record. A Homeowner making a written request for an accounting of any monies they owe the Association related to their parcel will receive the report as required by law and may not make another such request for 90 days.

5.1.08 Official Records. The Association abides by Statutory requirements for the retention and provision of Official Records to Homeowners requesting them, to requirements for the provision of records to police and to requirements for the posting of certain Official Records on the Association's website.

5.2 Governance and Management

5.2.01 Board of Directors: All actions to be taken by the Association under these Rules and Regulations (or under the other governing documents of the Association) shall be taken by action of the Board of Directors or by such officer or committee (standing or ad hoc) to whom responsibility in any such matter has been delegated, in writing, by the Board.

5.2.02 Board and Member Meetings: Board of Directors meetings are typically held on the Fourth Tuesday of the month at 7:00 pm or any other time as designated. In all cases, the meeting will be posted 72 hours in advance. The Annual Meeting to elect board members is held in March and prior notice as to the location will be given. All Owners are encouraged to attend Board meetings.

5.2.03 Committees of Members: In addition to statutory committees, such as the Architectural Review and the Appeals/Fining Committees, the Board may create various committees of Members from time to time, including committees for security, finance, tennis, landscaping, Clubhouse, and other purposes.

5.2.04 Property Management: The Management office is staffed by a Property Manager (Scott Celce) and an Office Assistant (Daisy Pagan). They are available as follows: Scott: Monday through Friday 9 am to 5 pm; Daisy: Monday through Friday, 8am to 12 noon. The Property Manager is responsible

Formatted: Left

Formatted: Right: 0.25"

to manage finances, enforce community policies, coordinate with vendors, reduce risk, manage administrative operations, oversee the physical site and foster an open line of communication with Members. The Office Assistant is responsible to administer work orders, ARC requests and sale/lease applications, manage data in the gate access systems, maintain Association files, answer phones, emails and texts, coordinate with vendors as needed, assist walk-in residents, follow up on responses to violations, provide Board and Property Manager with administrative support, reports and updates, prepare materials for Board and Member meetings, and assist with virtual and in-person meeting arrangements.

Questions, requests for maintenance of Front Yard landscaping or irrigation, submission of ARC applications reports of violations or concerns should be directed to the property management office. Many work order as well as applications for ARC or landscape changes can be completed online. The office number is 561-451-3501 and the website is (Welcome Neighbors! (campbellproperty.com)).

5.3 Enforcement, Violations, Penalties and Fines

5.3.01 Enforcement: The Association will enforce the Rules and Regulations, and all governing documents, through such remedies as may be available under the governing documents and Florida Statutes, including injunctions and monetary damages. Owners and Tenants may be subject to fines and other penalties levied by the Board and ratified by the Appeals Committee as a result of violations committed by them, members of their household, or their Houseguests or Guests. Owners are responsible for unpaid fines imposed upon Tenants who occupy their homes. Appeals of documented violations may be made to the Appeals Committee in accordance with Florida Statute 720.305, other pertinent Florida Statutes in effect or enacted or amended in the future and the Declaration. The schedule of violation fees may be found in 5.3.03, below.

Formatted: Right: 0.25"

5.3.02 Violations of Law: Violations of Federal, State, County or municipal laws or regulations shall be deemed to constitute a violation of these Rules and Regulations.

5.3.03 Penalties & Fines: Penalties and fines will be imposed in accordance with the authority granted to the Association by Florida Statute Section 720.305 ([Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](#)) and other pertinent Florida Statutes currently in place or enacted or amended in the future.

Fines for parking violations by Owners, Tenants, Houseguests and Guests are based on the number of violations in the preceding twelve months as follows:

No parking violations in past 12 months: Warning letter and no fine

- 1 parking violation in past 12 months: \$25 fine
- 2 parking violations in past 12 months: \$50 fine

Fines for traffic violations by Owners, Tenants, Houseguests and Guests are based on the number of violations in the preceding twelve month period as follows:

- No traffic violations in past 12 months: Warning letter and no fine
- 1 traffic violation \$50 fine
- 2 or more traffic violations: \$100 fine

Fines for vendor parking or traffic violations are \$25.00. Vendors will have 30 days to pay the fine after it is assessed. Any vendor who does not pay the fine (s) for the violation (s) will not be permitted to enter the community.

Fines for architectural violations are \$100.00 per day until corrective action is taken, up to a maximum of \$1,000.00 per architectural violation.

The Association may determine additional fines for violations of the governing documents as needed.

5.4 New Members

Formatted: Right: 0.25"

New Owners or Tenants of Santa Barbara will meet with a member of the Board of Directors, another Member delegated by the Board of Directors, or the Property Manager as a first step in becoming integrated into the Santa Barbara community. A welcome package is available at the Management Office.

All new Owners and Tenants must give the Association 1) the names, email, and telephone numbers for all individuals who will live at the home, 2) the license, VIN number and other details of motor vehicles that will be kept in Santa Barbara, 3) any other addresses (e.g. summer homes) that the Homeowner or Renter may use, 4) information on animals kept at the home including their vaccination and licensing records, and 5) other information SBPOA may reasonably request. All information is used only for Association purposes.

Once a new Owner or Tenant has met with a Santa Barbara representative and provided the information listed above, he or she will be able to pass through the gate area without invitation of a Member, can use the recreation facilities, and will be issued gate transponders as appropriate.

####

Formatted: Right: 0.25"