

NEWPORT COVE HOMEOWNERS ASSOCIATION RULES & REGULATIONS

Effective August 15, 2022

The Board of Directors has adopted these rules & regulations of Newport Cove. Serious consideration has been given to the welfare and safety of the residents and their guests and the maintenance of the physical attractiveness of our surroundings. The rules & regulations have been adopted to enhance the safe and tranquil enjoyment of our facilities by all residents. Please observe them at all times.

Violations of any published rule, governing document, or conduct in a manner prejudicial to the best interest of Newport Cove may subject a resident to disciplinary action, legal action, or fine. It is the duty of each resident to be familiar with these rules & regulations and governing documents, as a lack of knowledge of these rules & regulations and/or governing documents shall not excuse a resident for any breach and/or neglect of them. It is important that each resident explain these rules to family members, guests, vendors, or contractors where applicable. As a buyer of property in this community, you are obligated to be a member of the Newport Cove Homeowners Association.

I. CLUBHOUSE AND COMMON AREAS

a. Key Fobs

- i. 2 Key Fobs will be distributed per household.
- ii. A \$50 replacement fee will be charged for each lost or broken Key Fob.
- iii. Residents may purchase one additional Key Fob for \$50.
- iv. Each resident must use their own fobs for entry into the pool or any common area.

b. Hours:

- i. The Clubhouses will be open from 6:00 a.m. to midnight except for planned events where other opening and closing hours may be specified.
- ii. **Opening and Closing:** The last person or persons leaving the buildings are responsible for turning off all lights, fans and locking/shutting all doors.

c. Use:

- i. Any resident or tenant, approved by the Board of Directors, and Guests of either, may enter either Clubhouse and use its facilities subject to the following:
- ii. Any person, wet or uncovered, shall not be permitted in either Clubhouse.
- iii. Children under 14 years of age shall not be permitted in either Clubhouse unless accompanied and supervised by an adult at all times.
- iv. When a party, affair, or function has been scheduled for which an admission fee is charged, attendance shall be restricted to those persons who have paid the admission charge. A limit may be placed on the number of people to be admitted, as per the posted fire code. This shall not exclude the use of the other areas of the clubhouses, which does not interfere with the said party, affair, or function or exceed the fire code regulations,

d. Restrictions

- i. Use of either Clubhouse shall be for the benefit of the residents of Newport Cove and their guests. Private affairs and parties by any owner, renter, or any Newport Cove group are prohibited except as approved by the Board of Directors, who shall be responsible for determining that the use thereof is consistent with the policy for such use. Existing groups or clubs whose activities have been continually scheduled in the clubhouse are deemed to have met such criteria.

- ii. Guests are permitted in both clubhouses for private card games and other games, provided that at least one resident is present.
- e. **Clubhouse Rental**
 - i. Any homeowner interested in using either clubhouse for a private party is to contact the Calendar Coordinator, who will verify the availability of the date.
 - ii. If the date does not interfere with the activities of the homeowners, the use of the clubhouse is permitted. The Coordinator will advise the Homeowner, hereinafter referred to as "Renter," to contact the President to arrange payment of the required fees.
 - iii. After the President receives the required fees, the President will contact the Coordinator to confirm the reservation.
 - iv. The "Renter" must provide:
 - 1. A non-refundable check for **\$350.00** (subject to change), which covers any wear and tear on the clubhouse and increased utility costs.
 - 2. A **\$500.00** refundable deposit to ensure proper clean-up. All clean-up is to be completed after the event on the same day as the event. If clean-up is not completed, the deposit is forfeited by the renter, and costs beyond the deposit will be the sole responsibility of the renter. **No trash bags are to be left outside and must be disposed of properly.**
 - 3. A security person, designated by the renter while the clubhouse is in use, is to ensure all property rights of our residents are honored and that the parking of cars follows our Rules & Regulations.
 - 4. One day prior to the event, one member of the Board of Directors or calendar coordinator and the "Renter" will inspect the clubhouse to ensure everything is in good working order.
 - 5. The day after the event, the same procedure is to be followed. If everything is clean and in good working order, the full deposit will be returned.
 - 6. If there is any damage or should liability occur, the "Renter" using the property will be responsible for any costs in excess of the deposit.
 - 7. The pool and screened-in area at the pool is **prohibited** from use when renting either clubhouse.
 - f. Smoking is not permitted in any part of the clubhouses or any other enclosed common facility. Signs to that effect have been posted.
 - g. Pets are not permitted in the clubhouses unless ADA-certified.
 - h. No bicycles, skates, or skateboards are permitted within the clubhouses.

II. EXERCISE ROOM

- a. Children under 18 years of age may not enter or use the Exercise Room.
- b. Proper attire and sneakers must be worn while exercising. Men must wear a shirt; no bathing suits are permitted.
- c. Running on a treadmill is prohibited.
- d. Residents are advised to seek the advice of their physician prior to starting an exercise program.
- e. Residents and their guests should read the instruction manuals before using the equipment.
- f. Fans, TV, and lights are to be turned OFF before leaving the exercise room.
- g. There shall be a 30-minute use time per machine if people are waiting for that particular machine.

III. BULLETIN BOARDS

- a. A clubhouse bulletin board shall be provided for posting of **"Personal Notices"** by

Residents Only. All such notices must be on 3" x 5" cards.

- b. Residents may place no notices, announcements, or posters on the property except on authorized bulletin boards.
- c. No commercial advertisements will be permitted.

IV. POOL

- a. The pool shall be open from dawn to dusk.
- b. No lifeguard on duty.

- c. **POOL RULES**

1. No eating or drinking on the Pool deck or in the pool
2. Alcoholic beverages are prohibited in the pool or on the pool deck
3. No smoking in the pool or on the pool deck.
4. Any adult or child that is incontinent must wear a Swimming Diaper under their bathing suit. Cloth and disposable diapers are Not to be worn in the pool.
5. All children (1 to 17 years) must be accompanied by an adult parent.
6. All bathing suits must be appropriate and cover the private parts of the body. For example, G-string bathing suits, see-through suits, etc., are prohibited as this is a family environment
7. NO flotation devices can be used when the pool is crowded with six (6) or more swimmers.
8. NO glass containers are permitted in the pool area.
9. Anyone found destroying furniture or HOA property at the pool will be asked to leave the pool area immediately and pay for the repair or replacement of such property.
10. Food is only permitted in the screened-in area and outside in the picnic area.
11. No bicycles, skates, or skateboards are permitted in the pool area.
12. Everyone must shower at the pool prior to entering the pool.
13. Shampoo or soap is not permitted at the pool site.
14. Any person with a bandage or exposed open wound on any part of the anatomy shall not be permitted in the pool.
15. No furniture or strollers are permitted within four (4) feet of the pool edge.
16. Any person using oils or suntan lotions must cover pool furniture with a towel
17. An adult must supervise children who cannot swim. It is the responsibility of the supervising adult to ensure that children observe the rules.
18. Mechanical equipment within the pool area must not be tampered with, and any malfunction(s) should be reported immediately to management.
19. Persons in and around the pool are requested to see that the pool area is free of litter by depositing all litter in proper receptacles
20. Pets are not permitted pool or within the pool area unless ADA.
21. Only persons who are residents or approved renters of Newport Cove and their guests shall be permitted use of the pool. Resident must always accompany their guests.
22. Pool gates are to be locked at all times: **use key fobs only, and DO NOT LET ANYONE IN, even if you know them.**
23. Each resident must use their own fobs for entry into the pool or any common area.
24. Patio furniture must be replaced in the proper position (against the

- fence) when moved. Reserving patio furniture is prohibited
25. The life preserver and shepherds crook at the pool is not to be used except in emergencies

V. ACTIVITY COURTS

- a. Proper tennis/pickleball/basketball attire is required at all times
- b. Only flat-soled tennis sneakers are permitted on the courts.
- c. Shirts or tops must be worn at all times.
- d. No pets (unless ADA), bicycles, strollers, skates, or skateboards are permitted on the courts at any time.
- e. Children under 14 are to be closely supervised by an adult at all times.
- f. No food, smoking, or glass containers shall be allowed in the courts.
- g. Spectators must be seated at all times.
- h. Outside chairs are not to be placed on the court surface.
- i. No lessons may be given during prime time or at any time during tournament play.
- j. Prime time on the courts shall be defined as between 7:30 a.m. and 11:00 a.m. and 4:00 to 7:00 pm.
- k. Guests of Newport Cove residents are permitted on the tennis courts during prime time, provided a resident is present.
 - i. **Court Designation Areas:**
 - 1. Court 1 (closest to Stirling Bridge Road) is designated for two pickleball areas of play.
 - 2. Court 2 is designated for tennis and/or extra pickleball
 - 3. Court 3 is designated for tennis and/or half-basketball court
 - 4. Any sanction activity club by the BODs, shall present to the BODs any suggestions pertaining to the use or care of the activity courts. Such suggestions shall be for the benefit of the community, as well as for those club members. All suggestions shall be to enhance the enjoyment of the players and to comply with safety and etiquette on the courts.
 - 5. The Board of Directors of Newport Cove shall have final jurisdiction over the court use.

VI. MISCELLANEOUS

- a. The Newport Cove Homeowners Association is not responsible for personal property lost or stolen at the pool, clubhouses, exercise room, or activity courts.
- b. There shall be no door-to-door solicitations for any purpose.
- c. Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may or may not become an annoyance or nuisance or damage to the neighborhood or any other lot owner.
- d. No nuisances or any other activity, which may be or may become an annoyance to the neighborhood, shall be permitted.
- e. In the event of any question as to what may be or may become an annoyance or nuisance, such question shall be submitted to the Board of Directors, via the Property Manager, for a decision in writing, and its decision shall be final.
- f. No outside antennas of any kind or other similar devices shall be permitted without the prior written approval of the ACB.

VII. TRASH

- a. Garbage and trash pick-up dates are Monday & Thursday and must adhere to the Waste Management Requirements.
- b. Lawn clippings and tree and bush cuttings are picked up on Monday and must be bagged or tied.
- c. Recycling material is picked-up on Thursday mornings.
- d. Garbage and recycling containers may not be put out earlier than 6:00 p.m. the evening before collection day.
- e. All empty containers must be removed from the sight of your neighbors and placed within your garage as soon as possible after removal.
- f. All trash must be placed in sealed trashcans with closed lids at the curbside, not in the gutter.
- g. No single bag or bags of garbage should be used in place of the approved garbage can unless you have an overflow.
- h. **Overflow**, if you have additional garbage that does not fit in the trashcan, any additional plastic bag is not to be placed **before 7 a.m. on the day of collection**.
- i. Storage of building or miscellaneous materials outside a residence of a homeowner is prohibited unless written ACB approval is obtained.
- j. **All waste removal must adhere to the rules of the HOA and of the waste management company related to size, amounts, and types of waste.**

VIII. PROTECTIVE SHUTTERS, BARS, GRILLES, OR AWNINGS

For the purpose of preserving the appearance of the community, the following regulations are applicable to the use of protective shutters by homeowners.

- a. A homeowner may protect his or her home in the event of a hurricane by installing Accordion, Self-storing Shutters, or Protective panels made of corrugated steel, aluminum, reinforced plastic, or plywood on all windows, sliding glass doors, and patios.
- b. **Permission is needed from the ACB for such installation.**
- c. If the home is occupied, the protective shutters must be removed within 24 hours after the Hurricane alert is over. (Palm Beach County Fire Code.)
- d. **If the homeowner is not in residence**, they may leave their protective covering on all windows, glass doors, etc. during the Hurricane season which is from June 1 to Nov 30. **All shutters must be opened no later than December 1st.**
- e. Wood coverings are to be painted the same color as the main color of the house with ACB approval.
- f. **Neither bars, grilles, or awnings of any type, shape or size shall be permitted to be affixed to the exterior of the home or any window.**

IX. VARIANCES

The ACB may grant variances from the requirements contained herein, the Declaration, or as elsewhere promulgated by the ACB, on a case-by-case basis provided that the variance sought is reasonable and does not impose a hardship on other owners. The granting of any such variance shall not nullify or modify or otherwise affect the restrictions and covenants contained or imposed by this Declaration.

X. Fences

The fences originally installed by the developer are the responsibility of the Association for maintenance and painting. **This applies to fencing in the common areas and surrounding the common areas only.** Privacy fencing installed by the builder shall be the responsibility of the homeowner. Should a Homeowner wish to have his fence taken down, the homeowner shall bear the cost. The homeowner must have the approval of the ACB to do this and the agreement of his neighbor that will be affected by it.

- a. Changes in fences may be done **only with the approval of the ACB and at the owner's expense.**
- b. Any Homeowner who wants the present fence removed or changed must fill out an ACB form which may be obtained by the property manager, on the website, or from the clubhouse.
- c. All privacy and all other fences are to be painted the same color as the house if made of wood.
- d. All new fences should be of white PVC or aluminum as **approved by ACB**, depending on the location of the property.
- e. **Locations:**
 - i. Aluminum material picket fencing only around the lakes lots. Fencing must be within the easements and must not block the view to the lake.
 - ii. Privacy fence from the house may be white PVC no more than 10ft from the house.
 - iii. PVC and aluminum material fencing allowed on canal lots. Fencing must be within the easements and must be out of the LWDD easement.
 - iv. Aluminum flat-top picket material fencing only on the main roads, corner lots, and sidewalk lots.

XI. DECORATIVE STONES:

- a. All homeowners are required to install a barrier between decorative landscape, stones, and sod.
- b. ***The landscaping company is not responsible for any damage to a residence's property that has not properly installed appropriate landscape borders around rocks, decorative landscape, stones, and/or sod.***

XII. PETS

- a. No horses, swine, cattle, goats, poultry, or fowl shall be kept on any property within Newport Cove. Tropical birds must be maintained exclusively indoors.
- b. Other animals (dogs and cats primarily) may be kept provided that the owner of the lot shall maintain the pet primarily indoors and secure such animals from running loose or becoming an annoyance, nuisance or menace to other owners, residents, and their families, guests or invitees.
- c. Cats and dogs may not be tethered or leashed unattended outside, nor shall they be allowed to roam free.
- d. It is the expressed intent that animals that are consistent with family use and hobby purposes shall be permitted for the private use and enjoyment of owners, but not otherwise, and the keeping of such shall be conclusively deemed a license only, which may be revoked or limited by the Association if any such animals become a nuisance.
- e. No pet is to be bred or maintained for commercial purposes.
- f. Pets are not allowed within recreation areas.
- g. **No pet is permitted to be outside its own household unless attended to and properly leashed by the owner.**
- h. Owners shall dispose of all feces by use of a "Pooper Scooper" or other disposal means. Feces shall not be deposited in other homeowners' garbage, dumpsters, or storm drains.
- i. In addition to other remedies, pet owners who fail to remove all feces deposited on the common grounds or homeowners' property may be fined for each violation.

IV. PARKING

It is the responsibility of each homeowner to advise guests of the parking rules and regulations. ***Vehicles violating our parking restrictions will have stickers placed on the driver-side window of the vehicle or towed at the owner's expense.***

- a. The parking of a vehicle on any grassed area is prohibited within Newport Cove.

- b. Parking on any road within Newport Cove is **prohibited between the hours of 2:00 a.m. and 6:00 a.m.**
- c. If you do not have room on your driveway for an overnight guest's car, please obtain approval from a BOD to have your guest park at the clubhouse parking lot if space is available.
- d. **A member of the Board of Directors must be advised of this, or the vehicle will be subject to towing at the owner's expense.**
- e. The parking of any commercial vehicles, trucks, busses, truck trailers, semi-trailers, rental or U-Haul type trailers at any time on public or private access roads, rights of way, streets, or driveways or any other area within Newport Cove is prohibited, except during loading and unloading or while such vehicle is in actual service to a specific unit.
- f. Notwithstanding the above restriction, commercial vehicles which a unit owner resident owns are permitted, providing the such vehicle is parked wholly inside a garage with the garage door closed.
- g. Driveways may be used for the purpose of fully operational parking vehicles only.
- h. Without limitation, driveways, front yards, side yards, back yards, swales, and easement areas are not to be used for the purposes of parking or storing any type of vehicle such as a boat, trailer, recreational vehicle or equipment, **all such non-permitted vehicles shall be stored off-site and outside of Newport Cove.**
- i. Major work or repairs of any motor vehicle, trailer, boat, etc. is **prohibited** within Newport Cove. Minor work or repairs is permitted on the resident's lot, not the common areas, such as an oil change or tire change, that can be cleaned up at the end of the day. ***Debris left overnight is subject to a violation notice, fining, or legal action.***
- j. **Any repair or cleaning of common grounds due to damages caused by car repairs or any contractor will be charged to the homeowner causing the damage.**
- k. No vehicle displaying a "for sale" sign may be stored on any property other than the owner's individual driveway.
- l. Designated areas for handicapped parking shall be strictly enforced.
- m. No car or vehicle shall be parked in such a manner as to impede the work of the waste management trucks or emergency vehicles.
- n. Parking around Center Island in front of the clubhouse is **prohibited**. No vehicles may be parked adjacent to the clubhouse or blocking the theater or clubhouse exits.
- o. **Permitted vehicles parked on driveways must not block sidewalks or common areas or protrude into the street. This is a code violation and as such, the vehicle shall be towed at the owner's expense and/or a fine be imposed.**
- p. Vehicles must be parked on the **odd-numbered** side of the street to allow an access route for emergency vehicles and passing cars.
- q. Golf carts are prohibited for personal use in Newport Cove. If an individual is physically challenged, they are required to present their case to the Board of Directors who will render a decision.
- r. A speed limit of **25 miles** per hour will be strictly adhered to throughout the community.
- s. **Use of the parking lot in front of our clubhouses is for residents only.** All vehicles registered to Newport Cove residents will receive an identifying sticker that will indicate the appropriate number. Only these vehicles may park in the parking lot.
- t. ***A member of the BODs of the Homeowners Association may, in specific circumstances, permit the parking of guest vehicles in the parking lot; however, this will be the BOD's decision on a case-by-case basis.***

V. LAKE

- a. The lake will be stocked with fish. Anyone fishing other than behind their own house, is requested as a courtesy to use the bridge or the East Side of the lake, which is common ground.
- b. The rocks surrounding the lake should not be thrown in the lake or used for any other purpose.

XIII. SALE OF HOME

- a. It is the responsibility of the homeowner when planning to sell their home to contact the property management company.
- b. The Real Estate Committee or property management company will provide the "Seller" with a Disclosure Statement.
- c. It is the responsibility of each homeowner to provide the documents, keys, and fobs to the purchaser. Prior to closing, a Homeowners' Disclosure Statement must be signed and notarized by the "Buyer," and returned to the property management company. A copy will be retained electronically or in the office file.

VI. LEASE OF HOME

- a. Prior to leasing a home, the homeowner must notify the property management company.
- b. A rental/lease application packet will be given to the homeowner to be completed and executed by the homeowner and the renter and returned to the property management company and BOD for approval. This is for the safety of the homeowner and all residents.

VII. HURRICANE SEASON

All potted plants, lanai furniture, lawn decorations, etc., must be removed and stored and homes secured for the safety of everyone when a homeowner leaves their home vacant during the hurricane season (June 1-November 30) or for any extended period of time.

VIII. MAILBOXES

- a. U.S. Post Office Regulations:
 - i. Postal Service requires properly installed and approved mail receptacles at each residence. See USPS guidelines.
 - ii. A rural-type mailbox must be located within eighteen (18) inches (minimum) off the roadway. The bottom of the mailbox door must be between forty-two and forty-eight inches from the ground.
 - iii. Your house number must be on either your house or the mailbox in numbers at least one inch in height.
 - iv. Approaches to the mailboxes must be clear of vehicles, trash cans, and obstructions that would hinder the carrier from serving your mailbox without dismounting from the vehicle.
- b. **Newport Cove HOA Mailbox Requirements**
 - i. Mailboxes must meet the minimum requirements of the Postal Service as noted above.
 - ii. All foliage must be kept lower than the crossbars.
 - iii. Posts and mailboxes must be **white and approved in style by the ACB (effective 8/15/22).**
 - iv. Applications must be filed and approved by the ACB for mailbox changes. Applications must include a description and picture on the face of the ACB form.

XV111. GENERATORS

- i. **Portable Generators: Effective 8/1/06, ratified 8/15/2022**
 - a. Must be at least 5 feet from neighboring houses.
 - b. Must be at least 10 feet from door or window openings.
 - c. May not store more than 25 gallons of gasoline in the garage.

- d. Gasoline must be in UL-approved containers with vented tops. These are to hold no more than 5 gallons each.
- e. Generators may not be operated after 10 pm or prior to 8 am. Special needs will be addressed on an individual basis.
- f. Transfer Switch or Transfer Box must be installed by licensed and insured technicians using proper permits and meeting codes.
- g. Anyone using a generator must have a carbon monoxide detector in their home.
- h. Generators are not to produce a noise level higher than 60 decibels measured at any point along the homeowner's property line.
- i. When in use, portable generators must be grounded by the use of electrical cables and connectors of sufficient capacity.
- j. The generator should be cooled down before fueling and at least 10 feet from any building.
- k. When not in use, portable generators and fuel are to be stored within the garage. All fuel should be drained from the generator.
- l. The generator may not be connected directly to the house wiring.
- m. If you have a corner house, you may not have the generator on the house's street side.
- n. Anyone using a generator must sign a hold harmless agreement with the HOA, as well as a generator application form.
- o. Generator usage must be approved by the ACB.

ii. In-Ground Generators

- a. Must be at least 5 feet from neighboring houses.
- b. Must have ACB approval.
- c. Must have proper permits and licensing and meet PBC building codes.
- d. Must be installed by licensed and insured vendors.
- e. The generator itself is to be concealed by shrubbery around its perimeter. Installation of this barrier requires ACB approval as well as landscaping. The homeowner must maintain this barrier.
- f. Anyone using a generator must have a carbon monoxide detector in the home.
- g. Generators may never be connected directly to the house wiring.
- h. Corner houses may not place generators on the street side.
- i. The noise level may not exceed 60 decibels.
- j. Anyone with a generator must sign a hold harmless agreement. A generator usage and application form must be filed with the ACB.
- k. Trucks filling tanks must comply with the county regulations, which state that either the truck must be visible from the tank being filled or must have an automatic cut-off valve.
- l. All permits must be affixed in plain sight on the front window.

XIX. SECURITY

Newport Cove has provided its residents, both owners, and legal tenants, with an unmanned security gate.

- a. To access the community, a guest of a resident or tenant must use the call system by looking up the resident's name to be let into the community.
- b. Each unit owner, including his/her family that resides with the owner, as well as the owner's legal tenants, has been provided with an individual security code.
- c. To keep the Association secured, it is incumbent upon each owner,

- d. A residing family member or tenants are not to distribute their individual security code to any other individual or entity.
- e. Any owner, his/her family member, or tenant, who disseminates their individual security gate code to any third party via publication or by leaving a note on the security call box, shall be subject to a fine in the amount of \$100.00 per day up to a \$1000 per violation and/or subject to legal action.

XIV. Rule XX Obligations of Members-

(BOD approved the update on May 25, 2021, which supersedes previous versions.)

It is the duty of each of the members of the HOA below to stay current on their HOA maintenance fees, to abide by Chapter 720 of the Florida statute, and all governing documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

a. The association;

- i. A member;
- ii. Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and
- iii. Any tenants, guests, or invitees occupying a parcel or using the common areas.

b. HOA maintenance fees

- i. Interest fees and late charges will be assessed on all maintenance fees that are over 15 day past due.
- ii. If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full. This includes the deactivation of the key fobs and vehicle bar codes.
- iii. An association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent.

c. Member violation notices

- i. The Board and/or Property Manager may send a letter to a violating member giving the member a specific amount of time to cure the violation.
- ii. Should the member fail to timely cure the violation, the Board may move forward with statutory pre-suit mediation and/or litigation against the violating member.
- iii. Upon the Association prevailing in such lawsuit, the violating member shall be responsible for the attorneys' fees and costs incurred by the Association.

d. Fining

- i. Pursuant to Florida Statute, the Board may move forward with fining against any member in violation of the Association's governing documents or Rules & Regulations.
- ii. The violating member will receive at least a 14- day notice of the fine or fines and/or suspension of the common area key fobs and bar code access to be imposed, along with an opportunity to appear before the association's Tribunal (Fining) committee.
- iii. If the member has not resolved the violation or received an approved extension (with sufficient evidence as to why an extension is being requested) by the President and

at least one additional member of the board or the Tribunal committee. The resident may be fined **\$100 per day up to \$1000** dollars per violation until the violation has been resolved. If the violation is not resolved, further legal action may be sought.

- iv. If the proposed fine or suspension levied by the Board is approved by the Tribunal committee, the fine payment is due **5 days** after the date of the Tribunal committee meeting.

XV. Methods to Pay your HOA

Here are the various methods to pay your quarterly HOA maintenance on time.

- i. The quarters begin on **(Jan 1, April 1, July 1, Oct 1)**.
 - ii. Please remember that you are given a grace period on the quarterly payment only which is until the 15th **(Jan 15, April 15, July 15, and Oct 15)**.
 - iii. If you are mailing your payment, it is your responsibility to ensure your payment gets in on time, or you will be assessed a \$25 late fee. Additionally, any monies owed that are past due are subject to interest charges per our governing documents.
 - iv. There are additional charges for returned check fees.
 - v. Accounts that are passed due of 90 days or more that go to collections.
 - i. The 2022 Special Assessment can be paid via the following formats:
 - 1. In full by January 1, 2022
 - 2. Quarterly by Jan 1, April 1, July 1, Oct 1
 - 3. Monthly by the first of each month
 - vi. Please remember that you are given a grace period on the quarterly payment only which is until the 15th (Jan 15, April 15, July 15, and Oct 15). If you are mailing your payment, it is your responsibility to ensure your payment gets in on time, or you will be assessed a \$25 late fee. Additionally, any monies owed that are past due are subject to interest charges per our governing documents. There are additional charges for returned check fees and accounts that are passed due of 90 days or more that go to collections.
- b. Methods of payments:
- #1.) If you have bill pay set up with your bank, please use the following mailing address:**
Newport Cove Association, Inc.
c/o Victory Accounting Services, Inc.
PO Box 243399
Boynton Beach, FL 33424-3399
- Automatic Debit - If you are interested in automatic debit, please request a form from Victory Accounting and return it with a voided check to the address on the form.**
- Online payments – if you are interested in paying your quarterly payments online, please visit:**
<https://victory.epay-centerstatebank.com>

XVI. Landscaping Overview

One of the goals of the Newport Cove HOA's landscaping plan is to increase owners' enjoyment of

their property and enhance the value of the investment in their home. The following guidelines apply to landscape changes: Landscaping may be added to or removed from the yard of any Lot, but only with the approval of the ACB. Proposed changes must be consistent with the look of the community, and the removal of most or all of the landscaping is not allowed.

LANDSCAPING DESIGN:

The Newport Cove community was developed where homes would harmonize with each other and present a pleasing and consistent style. To ensure the preservation of the existing design and to prevent the introduction of design that is not in keeping with the community theme, ACB approval for ANY landscape plan is absolutely required, and the HOA Committee may take enforcement action against violators, including fining or legal action. **"Florida-friendly landscaping"** means quality landscapes that conserve water, protect the environment, are adaptable to local conditions and are drought tolerant.

HEDGES:

May be planted only with the approval of the ACB. Where allowed, they must be maintained by the Homeowner and may not exceed a uniform height of six (6) feet. They must provide clearance to paint or maintain fences. Trees or hedges that obstruct access for painting will be removed at the Homeowners expense after proper notification. Any cactus, hedge, or tree that becomes overgrown and causes problems with adjoining units shall be deemed a nuisance and shall be removed.

TREES:

Front Yard Landscaping Requirements

- a. The front yard of a lot is defined as the area of the lot beginning at the front sidewalk on any adjacent public street to a distance of at least to the rearmost part of the residence from the public street.
- b. Each homeowner's yard should have a minimum of 3 palm trees. The palms must be a minimum of six feet in height.
- c. The palms are part of a Florida "Florida-friendly landscaping and provide a more consistent environmental look and feel.
- d. Palms installed in the front of the home cannot be removed. These are required to maintain a consistent and harmonious look in the community. Dead or diseased palms must be replaced with a palm of similar size and same type as any remaining palm, or an ACB Request must be submitted for approval to replace both palms with a different type.

Backyard Landscaping Requirements

- a. The backyard of a lot is defined as the balance of the Landscape Area for a lot that is not included in the front yard
- b. The backyard is to be installed and maintained by the standards listed in Landscape Requirements, except there are no minimum requirements for HARDWOOD trees.

Removal or destruction of trees:

- a. Maintenance requirements apply to both the front and back yards. If a homeowner wants to remove a tree, they will need approval from the ACB before they can do so.
- b. This is an important rule so that homeowners aren't removing valuable trees without a valid reason. Trees add value to the community, so removing them isn't in the best interest of the other residents. But if there is a legitimate reason to have a tree removed (maybe it's grown too large, blocks a window, or it's diseased or dying), then having it removed might make

the most sense.

- c. The removal or destruction of any tree, palm, and distinctive flora is a landscape change. It therefore is subject to ACB to approve or disapprove the removal or destruction of trees.
- d. There are two scenarios to consider: in the garden bed or in the front yard.
- e. In the first scenario, the palm tree should be cut to the ground and then place mulch over the stump to help keep the consistent and harmonious look to the community.
- f. However, in scenario two, where the palm is outside the garden, then the following guidelines shall apply to the removal or destruction of trees and distinctive flora:
- g. Trees that have been planted at the direction of the builder/developer to meet County development requirements shall not be intentionally destroyed or removed. Trees and palms which have a diameter in excess of six inches (6") measured two feet (22) above ground level and distinctive flora shall not be intentionally destroyed or removed except with the prior approval, in writing of the ARC.
- h. Prior to the written approval of the ACB to remove any tree described above or distinctive flora, the homeowner shall first obtain written approval (in the form of a removal permit along with any conditions for replacing the removed tree or distinctive flora) from PBC County.

The above requirements pertain to trees and distinctive flora which die, for whatever reason, and unless otherwise approved by the ACB, shall be replaced with the same species and size tree or distinctive flora as the original tree or distinctive tree flora.

REPLACEMENT PLANTS

- a. Replacement of plants in an existing bed is permitted with the exception of prohibited items.
- b. No tree may be removed without the written permission of the ACB. **If the Homeowner wishes to prune his own trees and shrubs, he must alert our Landscaping Company by adding a red reflector to the property.** Lawns will be cut and trimmed by the Association, but any permanent or miscellaneous planting will then be the responsibility of the Homeowner.
- c. Planting of any new fruit trees is banned as well as a prohibition on the replacement of fruit trees damaged or lost due to disease or severe weather by another fruit tree. All fruit falling from existing trees must be picked up as soon as possible to decrease feeding grounds for rodents.
- d. For insurance, safety, and ecological reasons, the following trees may not be planted in Newport Cove: fruit trees (other than citrus), Fichus, Acacia, Spanish Bayonet, Coconut Palms, and Melaleucas of any variety. Dropped fruit is the responsibility of the Homeowner so that it does not present a problem for the maintenance of the lawns. In addition, all ornaments and any other personal property must be removed in the event of a threat of a hurricane.
- e. To protect the mailbox post, planting of a bed no more than two feet by two feet around the post, bordered to separate it from the lawn, is permitted with the approval of the ACB.

Guidelines

- a. A sketch of all changes must accompany the application, and no work is to commence until written approval is granted.
- b. These changes (i.e., trees, hedges, flowers, etc.) become the Homeowner's responsibility to maintain.
- c. No plantings of any type shall be installed that prevent sprinklers from covering areas.

Any installations or their roots that block repairs to sprinklers, and underground lines (feeder line replacement, sewer lines, drainage lines), may be removed in order to make such repairs at the Homeowners expense.

- d. Care should therefore be taken at the time of planting not to block road and utility easements and/or sprinkler heads.
- e. **No plantings of any kind shall be allowed to encroach on adjacent properties. Any plant materials planted in violation of these rules and /or neglected, causing problems of health or maintenance, may be removed at the Homeowners expense after proper notification. Any hedge/tree that becomes overgrown and causes problems with adjoining units shall be deemed a nuisance and removed by the HOA at the homeowner's expense after a 30-day notification to the owner.**
- f. Snowbirds not making provisions for maintenance of their shrubs and/or trees shall be billed for cleanup if their plantings become overgrown and unsightly.
- g. If the Homeowner wishes to replace plants in an existing area, no ACB approval is required.
- h. **Any plant materials planted in violation of these rules and /or neglected, causing problems of health or maintenance, may be removed at the Homeowners expense after a 30-day notification.**

ACB Procedures for landscaping

- a. Prior to beginning any exterior improvements, you will need to consider if you, the homeowner, or a contractor will be doing the work. Although most jobs will be encouraged to be done by a contractor, the homeowner is allowed to do the work themselves. If the homeowner is taking on the task, the homeowner is responsible for any and all insurance matters if someone is injured on the job.
- b. In the planning stage, the homeowner should work with their GC to determine the scope of the job. A design specification should outline the job, including the type of type, size, and location in the yard.
- c. If the removal of palm trees is within the scope of the design, a permit is required from the county

Requesting ACB approval to start project

- a. With the planning stage completed, the homeowner can now submit the completed ACB request form along with the and design specifications and/or colors to the ACB committee for review. We ask for duplication of all documents.
- b. The ACB will then review all plans to ensure all paperwork is included.
- c. After the ACB has approved your plans, you may proceed with the improvement.
- d. One set of signed documents will be returned to you for your records, while the ACB will record the other set of plans for reference and place in your file.

Completion of project

- a. Once the job is completed, the homeowner needs to submit a signed, filled-out completion form to the ACB. These results will then be filed in the small clubhouse for reference.
- b. **Submit completion forms (with permits and county documents) to the ACB box located in the clubhouse.**

XVII. Flags (American, State, or Military)

FL Statue 720.304- Display of Flags

- a. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association. (This applies to flags hung from your house or on a flagpole)

XVIII. Garden Flag

- a. Per Section 5, Article 3, of the Newport Cove Declaration, No billboards or signs of any character shall be displayed or placed within or adjoining Hagen Ranch Heights (Newport Cove) without the Developer's or the Architectural Control Board's prior written consent and approval of wording, the colors, and design of the sign.
- b. The rule on garden flags is as follows:
 - i. Each homeowner may display one garden flag in the front of the house and one garden flag in the back of the house.
 - ii. Garden flags must be 12.5(w) X 18(h) inches or smaller.
 - iii. Garden flags shall not be political, offensive, or discriminatory in any manner as determined by the board of directors.
 - iv. Garden flags must be kept in good condition and not detract from the appearance of the community. Examples of garden flags include but are not limited to seasonal, welcoming, sporting, etc.
 - v. Garden flags cannot be placed on common areas or interfere with landscaping/irrigation/ utility services.
 - vi. The HOA bears no responsibility for lost, damaged, or stolen flags of any kind.
 - vii. If you have any questions about the size of the garden flag (greater than 12.5(w) X 18(h) inches) or the content of the garden flag you wish to display, you must submit an ACB form to the board for approval at the next official meeting of the board of directors.

XIX. Towing

A vehicle may be towed if in violation of Newport Cove's parking rules. All costs are at the homeowner's expense. Non-registered vehicles parked at the clubhouse or throughout the community will be towed at the cost of the homeowner.

XX. Car Stickers

- i. Only 3 cars are permitted per lot.
- ii. Garages should be used to park cars in.
- iii. Car stickers will only be issued to approved residents or POA's.
- iv. Each new resident or renter is given two complimentary stickers; additional stickers will be \$10.00 each up to three stickers max per lot.
- v. Stickers placed incorrectly on the vehicle that requires replacement will be at the expense of the homeowner.

XXI. ROADS/COMMON GROUNDS/SIDEWALKS

Anyone (residents, guests, or contractors) found defacing our common grounds, sidewalks, roads, easements with oil, gasoline, paint, or physical damage will repair the damage at their expense.

XXII. LAKE

Any debris thrown or blown into the lake from a homeowner's property must be retrieved by that homeowner or resident. Anyone found polluting the lake with oil, chemicals, ie: paint: will remove it at their expense. This includes materials poured or thrown into storm drains

XXIII. BUYING or Leasing a Home with Infractions (Violations)

New homeowners buying or renting a house or property having infractions contradicting governing laws or governing documents are responsible for correcting those infractions before the approval of the application is granted by the BODs.

XXIV. Rule Updates

All BOD rules and/or guideline approvals noted in the BOD meeting minutes that may not be listed in the directory must be followed until further notice.