

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners of the community known as Lotus Palm (the "Community"). All Rules and Regulations shall apply to and be binding upon all Owners and their Occupants. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Lotus Palm, as amended and/or supplemented from time to time (the "Declaration").

1. *Responsibility.* With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for their own actions as well as those of their Occupants, contractors and other persons for whom such Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.
2. *Observance of Governmental Requirements.* All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
3. *Improper Use.* No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.
4. *Nuisance.* No obnoxious or offensive activity as determined by the Board shall be carried on or about the Lots or in or about any Improvements, Homes, Association Property or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes and/or Lots which, as determined by the Board, is a source of annoyance to Owners or Occupants of Homes or which interferes with the rights, peaceful possession or proper use of the Homes or the surrounding areas. No loud noises, noxious or unpleasant odors, or ultra-hazardous activity, each as determined by the Board, shall be permitted or undertaken by any Owner and/or Occupant in any portion of the Community (including all Improvements, Association Property, Homes or Lots). Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Association Property, or exposed to the view of other Owners without the prior written approval of the Board.
5. *Violations.* Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Governing Documents (as defined in the Declaration), including all rules and regulations promulgated by the Association and the HOA Act. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owners and, as appropriate, the violators by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration and the HOA Act.
6. *Enforcement.* Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may levy fines and/or suspend any or all of the rights of an Owner or an Owner's Occupants to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration.
7. *Revocation.* Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
8. *No Amendment.* The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
9. *Further Amendment.* The Board reserves the right to amend, rescind, clarify or alter these Rules and Regulations, in whole or in part, at any time and from time to time, including, without limitation, rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GUIDELINES FOR ADDITIONS AND ALTERATIONS

As provided in the Declaration, all improvements, additions, modifications, decorations or alterations visible from or affecting the exterior of the Home or Lot (the "Improvement") shall be reviewed by and receive written approval from the Architectural Control Committee ("Committee") prior to the commencement of the Improvement. All requests for Committee approval of any Improvement must be on the form designated for this purpose by and available from the Association. The Committee shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. The Association may also require the submission of additional information prior to approving or disapproving Improvements. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the Committee fails to approve or disapprove a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved. No modification, installation and/or construction of an Improvement shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

The Committee shall approve proposed plans and specifications for Improvements submitted for its approval only if:

- (i) it deems that the Improvements contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole;
- (ii) the appearance of the Improvements will be in harmony with the surrounding structures and is otherwise desirable; and
- (iii) the Improvements are consistent with the "Community Standard" (as defined in the Declaration).

The Committee shall also adhere to the restrictions and requirements for Improvements provided in the Declaration, Rules and Regulations and other guidelines as may be promulgated by the Board with respect to any and all additions and alterations within the Property.

The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate, including, without limitation, Owner's compliance with any and all Governmental Requirements. Such conditions of approval may also require, among other things, complying with Governmental Requirements and payment of fees and costs imposed by Governmental Authorities relating to pool installation and construction by Owners and/or installation and construction of any other Improvements that would require dewatering activities by Owners as a result of the groundwater restrictions under and pursuant to the environmental Declaration of Restrictive Covenants and any Modified Declaration of Restrictive Covenants, as applicable, each as defined and provided in Article XIII of the Declaration.

If approved by the Committee, all construction shall be subject to the terms and conditions set forth in the Committee's approval, the Governing Documents, the Rules and Regulations, and any applicable Governmental Requirements, including, without limitation, obtaining all proper permits. Approval of an Improvement by the Committee shall not be deemed to be an exemption from compliance with all Laws.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every of the following items and are subject to any conditions imposed by the Committee if approved:

1. *Painting.* The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements but shall not be the sole basis. For example, the Committee may permit Owners to stain or varnish their doors and garage doors, or replace same with wood or wood-like products notwithstanding such stain or varnish colors and/or wood or wood-like products are not provided by Declarant to its original purchasers. No Home shall have the same exterior color scheme as either of the homes placed next to it whose front elevation is on the same street frontage.
2. *Metal or Aluminum Roofs.* Metal or aluminum roofs shall not be permitted.
3. *Temporary Structures.* No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
4. *Landscape Material.* Any plans for landscape improvements or alterations (including, without limitation, sod, artificial turf, plants, hedges, trees, mulch and/or landscaping rock) shall be submitted for approval to the Committee. Without limiting the foregoing, no trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the Committee and no additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the Committee. In order to ensure proper drainage, installation of artificial turf is only permitted in the rear yard of the Home as a minor decorative feature and may not be used to replace sod or used in lieu of decking. Only Saint Augustine sod is permitted in the front yard of the Home. In the event that the Committee approves any additional trees, shrubbery or landscaping to be installed on the Lot which was not initially installed by Declarant, the Association's Home Landscaping Services will not include the maintenance and care of such additional material. No more than two (2) fruit trees shall be installed per Lot and must be installed in the rear of the Home.
5. *Antennae and Satellite Dishes.* No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Governing Documents and the Committee to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
6. *Solar Panels.* An Owner shall not install or attach any solar panel to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt and amend, from time to time, guidelines governing the type, design and size of solar panels which may be permitted, and restrictions relating to locations and the maintenance of the solar panels.
7. *Driveways.* Approval for the widening of front load garage driveways may be considered if the width is no wider than the outside width of the garage. For side load garages, the shape and size of the driveway extension, if approved, will depend on lot and field conditions. All driveway extensions must be finished with a material of a selection, color and style consistent with the original installation. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.
8. *Security Cameras.* Committee approval shall not be required for the installation of up to four (4) security cameras and a doorbell camera on a Home; provided, however, if an Owner wants to exceed four (4) security cameras on a Home, the addition of any additional security cameras shall require the prior written approval of the Committee. Security cameras shall not be installed on any portion of the Lot, other than on the Home. All security cameras must be installed so as to only record/photograph the immediate vicinity of the Home and shall not be deliberately pointed at the windows or doors

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

of neighboring Homes or at an area within a neighboring Lot in which a person would have a reasonable expectation of privacy.

9. *Exterior Door Hardware; Decorative Wreaths.* Committee approval shall not be required for the installation of new door hardware (including electronic keypads) on any exterior doors and/or decorative wreaths placed on the front door of the Home. Notwithstanding the foregoing, all changes or improvements to any door of the Home, including, without limitation, painting and/or installation of any films, decals, etching or similar treatments, require prior approval by the Committee.
10. *Improvements within Covered Patios.* Each Home in the Community constructed by Declarant includes a covered patio in the rear of the home. Except for summer kitchens, improvements located within such covered patios shall not require prior approval by the Committee. Examples of such exempted improvements include televisions, portable grills, outdoor furniture and decorative accessories located within a covered patio in the rear of the home. For clarity, such exemptions do not apply to improvements located within a screen enclosure (i.e., a screen enclosure surrounding the rear yard and/or pool), all of which require prior approval by the Committee.
11. *Awnings.* An Owner shall not install or attach any awnings to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend, from time to time, guidelines governing the type, design, size and color of awnings which may be permitted, and restrictions relating to locations and the maintenance of the awnings.
12. *Exterior Lighting.* Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Committee. Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
13. *Above Ground Swimming Pools and Spas.* Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless: (i) the entire spa is located under a covered patio area of the Home, or (ii) the entire spa is located within the screen enclosure of the Home and the entire base of the spa shall at all times be screened from view by all adjacent Lot Owners and from the street with the use of hedges and/or landscaping. Owner shall be required to submit a landscaping plan to the Committee to show proper screening of the spa base. Owner shall be responsible to maintain, repair and replace from time to time any hedges and/or landscaping which may be approved as part of the screening requirements for the spa.
14. *Fountains and Sculptures.* All fountains and sculptures to be installed in the exterior of the Home must be approved by the Committee. Certain fountains may be considered for approval if installed with timers and if to scale with the area of installation. Approved fountains may only be installed in the rear yard of an Owner's Lot. No fountain shall be approved or installed which exceeds 5' in height. Fountains shall only be permitted to run between the hours of 8:00 a.m. and 11:00 p.m. No more than two sculptures shall be permitted per Home and sculptures are not permitted in the front yard.
15. *Play Equipment; Outdoor Courts.* Permanently installed play equipment may be approved which is of a common playground type designed for children. No play equipment is, or shall be, permitted on a Lot that is not completely fenced in. No play equipment shall be permitted within lake maintenance, utility, drainage or access easements, except basketball hoops in the driveway areas. By submitting a request to the Committee to review and approve the placement of play equipment on a Lot, the Owner shall be deemed to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod or other plantings located under the play equipment, all such responsibilities thereafter being the responsibility of the Owner of the Lot.
16. *Outdoor Courts or Other Outdoor Surface Installation.* Certain outdoor sports courts or other outdoor surfaces for games requiring permanent installation may be permitted at the discretion of the Committee if the Lot can accommodate such a court or surface, but Owners are not permitted to use such courts or surface after 10:00 p.m. and outdoor lighting is not permitted after 10:00 p.m. The Committee may also require screening of any such courts or surfaces.
17. *Outdoor Art and Other Decorative Items.* All artwork and other decorative items to be installed in the exterior of the Home must be approved by the Committee.
18. *Outdoor Mosquito Spray and Misting Systems.* Outdoor mosquito spray and/or misting systems and all similar devices shall not be permitted.
19. *Basketball Hoops.* Permanent and temporary basketball hoops must be placed in the driveway only at a location which is no closer than midway between the garage door and front property line. The entirety of the base and rim must be installed

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

or placed within the Lot and may not encroach into any neighboring Lot. Owner shall maintain such equipment free of mildew, rust and deterioration of any equipment components.

20. *Conversion of Garages.* Conversion of garages to air conditioned livable space shall not be permitted.
21. *Garage Door Screening.* No portion of the opening to any garage door may be covered or enclosed by screen material.
22. *Outdoor Furniture.* Approval of outdoor furniture may be permitted only in the rear yard of a Lot, or if applicable, in the front of the Home within the front verandah, and Owner shall maintain such outdoor furniture free of mildew, rust, wood rot and deterioration of equipment components.
23. *Pergolas; Gazebos; Cabanas.* Pergolas, gazebos and cabanas may be approved by the Committee subject to the Association's guidelines for approval of Improvements, including, but not limited to, whether the proposed pergola, gazebo or cabana is in harmony with or detrimental to the appearance of the Community. All pergolas, gazebos and cabanas must include concrete footers or other mechanism to permanently secure the structure. All pergolas must be open-sided structures and may not have a solid roof.
24. *Flags.* Any homeowner may display a United States flag or official flag of the State of Florida as well as a flag not larger than 4 ½ feet by 6 feet that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. All flags must be displayed in a respectful manner and may be erected on a freestanding flagpole no more than 20 feet high on any portion of the Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Governing Documents. The above-described flags are the only permitted flags to be displayed outside a Home in the Community. Committee approval shall not be required for the installation of the flags permitted herein.
25. *Setbacks.* All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the appropriate development order for the Community, as well as all other applicable Governmental Regulations.
26. *Rear Yard Drainage Swale Easement.* If the Home is subject to a Rear Yard Drainage Swale Easement across the rear five feet (5') of the lot for drainage and flowage of stormwater runoff as more fully set forth in the Governing Documents (i.e., Lots 47 – 49; 66 – 70; 84 – 85; 91 – 93; 107 – 109; 116 – 117; 131; 169 – 170; 180 – 181; 185 – 186; 196 – 197; 224 – 225; 253; 260 – 261; 280 – 282; 297 – 298; 307 – 309; 351 – 353; 404; 413 – 414; 451 – 453; 465 – 466; 480 – 482; 494 – 496; 500 – 502; 517 – 519; and 524 – 525), then except only for sod, landscaping rock, mulch, shrubs, hedges and fences approved by the Committee or installed by Declarant, no Owner shall install any plantings, landscaping, pavers, pool decks and/or other Improvements whatsoever in, on, over or across any Rear Yard Drainage Swale Easement. All such approved improvements must be installed and constructed in a manner that will not block or cause any storm water runoff from any adjacent Lot or property (such as Association Property) to be impeded. To obtain approval, applicants must document that the approved drainage patterns will not be altered, and post-construction verification will be required. Owner shall also execute and deliver such removal and indemnification agreements as may be required by the Association and/or the Governmental Authorities as a further condition of permitting a fence, hedges and/or shrubs to be installed within any Rear Yard Drainage Swale Easement.
27. *Limitations for Improvements within Easements.* Except only for sod, landscaping rock, mulch, shrubs, hedges, generators and fences approved by the Committee or installed by Declarant, no Owner shall install any plantings, landscaping, pavers, pool decks and/or other Improvements whatsoever in, on, over or across any Drainage Easement, Palm Beach County Utility Easement, or for corner lots only, any Utility Easement. Owner shall also execute and deliver such removal and indemnification agreements as may be required by the Association and/or the Governmental Authorities as a further condition of permitting a fence, hedges and/or shrubs to be installed within such easements. For zero lot line homes, only sod, landscaping rock, mulch and fencing approved by the Committee is permitted within Access, Maintenance and Roof Overhang Easements and only fencing, landscaping, mulch and landscaping rock approved by the Committee is permitted within Maintenance Easements, as more fully set forth in the Declaration. See *Additional Guidelines for Additions and Alterations – Fences* for additional criteria required for fences. No improvements are permitted in any utility easement, except as set forth above.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

28. *Review and Inspection Fees.* The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, processing Owner's request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The Committee may require that such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the Committee shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Governing Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by an Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.
29. *Security Deposit and Insurance.* Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee: (a) a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 Dollars (\$5,000.00)) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements and/or (b) a certificate of insurance from the contractor and/or subcontractor which shall include: (i) general liability insurance for a minimum of one (1) million dollars and name Lotus Palm Homeowners Association, Inc. as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption. Owner shall also include a provision in such Owner's contract or agreement with Owner's contractor and/or subcontractor requiring that the Association be named as an additional insured under the contractor and/or subcontractor's general liability insurance policy. The Committee shall have the sole and absolute discretion to determine whether a security deposit and/or certificate of insurance is required for the Improvements being requested. In addition, the amount of the security deposit and/or insurance required may be increased or decreased as may be determined by the Board from time to time.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR
OPEN PATIOS, SCREEN ENCLOSED PATIOS, POOL DECKS AND POOLS**

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for patios, screen enclosures, pool decks, pools and related Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every screen enclosure installation and are subject to any conditions imposed by the Committee if approved:

1. Approval for screen enclosures shall be limited to aluminum frame structures which are bronze.
2. Approval for screen enclosures shall be limited to screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black).
3. Kick plates may be approved which are no taller than 24" above the patio and/or pool deck.
4. Obscure screen materials shall be prohibited.
5. Notwithstanding the setbacks set forth in Paragraph 8 below, an 8" wide mulch, landscaping rock and/or landscape border adjacent to the exterior of the screen enclosure boundaries shall be required as a condition of approval by the Committee.
6. No enclosures shall be permitted at the front entries.
7. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the Committee.
8. Open patios, screen enclosed patios and pool decks must maintain the following minimum setbacks, assuming drainage easements and other easements do not exist and assuming that any enclosure is built with a screen roof rather than a solid roof:

POOLS AND SPAS

Minimum decking behind pool – building code issue, not zoning issue
Rear yard setback from edge of pool water to property line – non open space lots
Rear yard setback from edge of pool water to property line - open space lots*
(excludes LME)
Side yard setback from property line to edge of pool water (corner lots)
Side yard setback from property line to edge of pool water (interior lots)

Setbacks
per building code
5'
3'
13'
ZLL-3' / NZ-5'

SCREEN ENCLOSURES

Rear yard setback from property line to screen – non open space lots
Rear yard setback from property line to screen – open space lots* (excludes LME)
Side yard setback from property line to screen – interior lots
Side yard setback from property line to screen – corner lots

Setbacks
2'
0'
ZLL-0' / NZ-2'
ZLL-10' / NZ-10'

ZLL - Zero Lot Line
NZ - Non Zero Lot Line

* An "open space Lot" is a Lot that abuts an open space area fifty (50') feet or greater in width.

9. Notwithstanding anything to the contrary contained in these Rules and Regulations, there shall be a minimum two foot (2') setback requirement from the side yard lot line on the "zero lot line" side of a Home for that portion of any open patio, screen enclosed patio and/or pool deck that extends beyond the foot masonry wall extending from such "zero lot line" side of the Home (the "Privacy Wall"). In addition, if an Owner installs or constructs such open patio, screen enclosed patio and/or pool deck between two feet (2') and five feet (5') from the side yard lot line on the "zero lot line" side of a Home, then a Hedge must also be installed by said Owner within the two foot (2') setback area along that portion of the open patio, screen enclosed patio and/or pool deck that extends beyond the Privacy Wall in order to provide a vegetative privacy barrier.
10. If constructing a pool, Owners must comply with all Governmental Requirements and payment of fees and costs imposed by Governmental Authorities relating to pool installation and construction by Owners. Owners must further comply with the environmental Declaration of Restrictive Covenants recorded in Official Records Book 34282, at Page 1661 of the Public Records

**LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR
OPEN PATIOS, SCREEN ENCLOSED PATIOS AND POOL DECKS
(continued)**

of Palm Beach County, Florida, and any Modified Declaration of Restrictive Covenants, as applicable, each as defined and provided in Article XIII of the Declaration.

11. In the event the pool or spa includes a vertical water feature or similar feature that generates noise, such features shall only be permitted to run between the hours of 8:00 a.m. and 11:00 p.m.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences and related Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every fence installation and are subject to any conditions imposed by the Committee if approved:

1. Bronze aluminum rail fences in the type and form offered by Declarant throughout the Community shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be 5' in height, with vertical pickets spaced no closer than 3" on center and no thicker than 1", unless otherwise required by the Governmental Requirements. Owner may be permitted to install guard panels for small pets on the lower, inside portion of the aluminum rail fencing to further reduce picket spacing, subject to prior written approval of the Committee and any conditions required by the Committee.
2. No style of wood, PVC, chain link or electric fence shall be approved.
3. In accordance with the Declaration, an Owner who elects to install a fence on any portion of such Owner's Lot shall be required to install access gates in locations approved by the Committee which provide adequate and sufficient access to the Association to perform the maintenance obligations. Such gates shall be five feet (5') wide and may be located in the front, rear and/or sides of the Lot, as determined by the Committee. Lake Lot Owners shall be required to install two (2) five feet (5') wide gates, one of which must be located at the rear yard. In the event that access to any portion of a Lot by the Association becomes inaccessible or is impeded in any manner, the Owner of such Lot shall assume the full the responsibility for the maintenance and care of the lawn and landscaping located within that portion of the Lot which is inaccessible to the Association, and the Association shall have no further responsibility to do so as long as the Lot remains inaccessible or access is impeded. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying, mulching, edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner.
4. Owners shall not be permitted to attach any items or objects to a fence, except for guard panels for small pets as described above and with prior written approval from the Committee.
5. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.
6. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated, unless specifically required by the Palm Beach County Unified Land Development Code, or (b) any Lake, Lake Maintenance Easement or Lake Maintenance Access Easement. In addition, no fence shall be approved or installed which encroaches into Association Property or other Lots, open spaces, wetland mitigation areas, preserve tracts, conservation areas and/or wetland areas.
7. No fence shall be approved which: (i) attaches to the boundary or perimeter fence or wall located within any Open Space Area or other Association Property; or (ii) would otherwise fence-in or enclose any portion of an Open Space Area or other Association Property.
8. For any fence, if approved, the Owner shall be responsible to: (a) meet all Palm Beach County requirements and criteria including, but not limited to, proper permitting and surveying, and (b) maintain the fence, including trimming any grass or other plants from the fence.
9. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
10. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the Home and at least 5' back from the sidewalk where applicable. Notwithstanding the foregoing, the placement of fences in side and front yards may depend on lot and field conditions and only with the prior approval of the Committee, in the Committee's sole discretion. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES
(continued)

11. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction.
12. For fences installed on corner Lots whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer or inner side of the fence within the Lot to provide screening. In the event Declarant installs such fence on a corner lot but a landscape hedge is not available for purchase or purchased from Declarant, Owner will be required to add such landscape hedge after closing. In addition, if a utility easement runs along the corner Lot's side property line, fences may only be permitted if: (i) the fence is installed five feet (5') off of the property line; (ii) approved by the Committee, the utility companies occupying the easement and the Governmental Authorities; (iii) a removal and indemnification agreement is provided by Owner, as may be required by the Association, utility companies and/or any Governmental Authorities; and (iv) the landscape hedge is installed on the outer side of the fence.
13. No fence shall be approved which does not provide access to the Owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang, if possible. All fences to be installed along the "non-zero lot line" side of a "zero lot line" Lot shall require a gate to provide access to the Owner's neighbor for maintenance of the neighbor's "zero lot line" wall and roof overhang.
14. No Owner shall be permitted to install a fence within any drainage easement without the prior written consent of the Committee. The Committee may approve the installation of a fence within a drainage easement where the Owner has obtained the approval and execution of a removal and indemnification agreement, signed by Owner in a form acceptable to the Association and/or any applicable Governmental Authorities.
15. No Owner shall be permitted to install a fence within any Palm Beach County Utility Easement without the prior written consent of the Committee and approval by the Palm Beach County Utility Department. The Committee may approve the installation of a fence within a Palm Beach County Utility Easement where the Owner has obtained the approval and execution of a removal and indemnification agreement, signed by Owner in a form acceptable to Palm Beach County Utilities Department and the Association.
16. To the extent a hedge is required to be installed as part of the fence approval issued by the Committee, or in the event an Owner desires to install a hedge in lieu of a fence, such hedge shall be subject to the same rules as fences as provided herein and must comply with all fencing guidelines contained within the Governing Documents, including, without limitation, rules regarding providing access for the Association to perform the Association's maintenance obligations, and any and all height and location restrictions. Notwithstanding the foregoing, and subject to the prior approval of the Committee, which may be withheld in its sole and absolute discretion, hedges which exceed the height of a five (5') foot fence may be planted for privacy purposes on non-Lake Lots. In the event the Owner fails to trim the hedges within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedges. The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot. The determination of whether a hedge must be trimmed shall be determined by the Board in the Board's sole and absolute discretion.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – GENERATOR SYSTEMS

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and other appurtenances applicable to the permanent generator (collectively, a “Generator System”). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot and are subject to any conditions imposed by the Committee if approved:

1. *Location.* No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot, unless the Committee believes that lot and field conditions require the partial placement of the Generator System in the front yard. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements (except as may be permitted by the Committee with the execution of a removal and indemnification agreement in a form acceptable to the Association and/or the applicable Governmental Authorities), lake maintenance easements, lake maintenance access easements, zero lot line maintenance and/or roof overhang and encroachment easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.
2. *Applications; Submittals.* All applications to the Committee for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owners of the Lot in favor of the Association, the Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Homes adjacent to the Lot on the sides where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.
3. *Screening.* Generators shall at all times be screened from view by all adjacent Lot Owners and from the street using hedges, as determined by the Committee. Owner shall submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time hedges which may be approved as part of the screening requirements for the Generator System.
4. *Compliance with Governmental Requirements.* For any Generator System approved by the Committee, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner’s Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.
5. *Plumbing.* A licensed and insured LP gas contractor must be used to install any necessary plumbing and/or any connections to existing gas lines on the Lot.
6. *Maintenance.* All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
7. *Required Removals.* For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
8. *Limitations.* Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee

**LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS –GENERATOR SYSTEMS
(continued)**

that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – TRAMPOLINES

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for trampolines and related Improvements. These Rules and Regulations regarding the use and location of trampolines are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline. The following rules and regulations are in addition to Rule 12 titled "Play Equipment" of the Additional Guidelines for Additions and Alterations. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a trampoline on a Lot and are subject to any conditions imposed by the Committee if approved:

1. *Approval*

- (a) No trampoline shall be installed or otherwise placed on the Lot of any Owner without the Owner first submitting an application and receiving approval from the Committee. Such application should include, in addition to the other information required by these Rules and Regulations: (i) the make, model and specifications of the trampoline, (ii) a picture of the proposed trampoline, (iii) the intended designated location for placement of the trampoline on the Lot, and (iv) such other requirements as may be set out herein, and/or as requested by the Committee and/or the Board.
- (b) By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline is an inherently dangerous activity, and the Committee's approval of the placement of the trampoline is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the Committee, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the Committee Members and the Declarant from any and all claims, damages, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, Legal Fees that may arise from the use and/or placement of the trampoline, and/or the Committee's approval of the trampoline.
- (c) The Committee, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case by case basis. The permitting of a trampoline on an Owner's Lot by the Board does not prohibit the Board from denying the placement of a trampoline on another Owner's Lot under similar circumstances.
- (d) All Committee approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning the approved trampoline is stored indoors.
- (e) By submitting a request to the Committee to review and approve the placement of play equipment on a Lot, the Owner shall be deemed to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod or other plantings located under the play equipment, all such responsibilities thereafter being the responsibility of the Owner of the Lot.

2. *Use*

- (a) Use of the trampoline by anyone under the age of eighteen (18) is prohibited without adult supervision.
- (b) No trampoline may be used unless the safety net is properly installed and in use.

3. *Placement*

- (a) The placement and use of a trampoline is only permitted in the back yard of the Lot.
- (b) No trampoline is, or shall be, permitted on a Lot that is not completely fenced in.
- (c) No trampoline shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.

4. *Materials*

- (a) All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior.
- (b) All trampolines must include a fixed safety net designed to prevent the user from falling off the trampoline.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – TRAMPOLINES (continued)

- (c) All trampolines must be capable of being stored indoors.
- (d) In the event an in-ground trampoline is approved, Owner must install a 12" mulch border around the in-ground trampoline.
- 5. *No Maintenance/Replacement of Sod under Trampoline.* By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod or other plantings located under the trampoline, all such responsibilities thereafter being the responsibility of the Owner of the Lot.
- 6. *Remedies*
 - (a) In the event the Owner does not properly care for or otherwise maintain the approved trampoline and the area immediately adjacent to and/or under the approved trampoline, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline from the Owner's Lot and dispose of the removed trampoline in a proper trash receptacle and/or the Association may perform such lawn care maintenance around and under the trampoline and charge the Owner for such services.
 - (b) All fees and costs related to the enforcement of these Rules and Regulations regarding Trampolines, including without limitation, all Legal Fees, shall be collectible by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

MAINTENANCE AND APPEARANCE OF HOMES

1. *General.* Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.
2. *Personal Property.* The personal property of an Owner shall be stored inside such Owner's Home or garage and not be visible to surrounding neighbors or from Association Property.
3. *Hurricane Season.* Each Owner who plans to be absent from such Owner's Home during the hurricane season shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible person or firm to care for the Home and Lot should it suffer hurricane damage and shall furnish the Association with the name of the designated firm or individual.
4. *Hurricane Shutters.* No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant (if any) or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.
5. *Window Decor.* Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted, however, the color of any portions of a blind, decorative panel or window treatment which are visible from the exterior of the Home must be neutral and otherwise consistent with the color scheme of the existing improvements. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired. Films, decals, etching and similar treatments are not permitted to be installed on any windows of the Home, including, without limitation, the windows located in any garage.
6. *No Alteration of Drainage.* No sod, top soil, fill or muck shall be removed from or added to Lots without the prior written consent of the Committee. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.
7. *Air Drying.* No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.
8. *Bicycles.* All bicycles, other than those which are being used, shall be stored within the garage of the Owner's Home.
9. *Landscape Maintenance.* Except only for the Home Landscaping Services (as described in the Declaration) to be performed by the Association in accordance with the Governing Documents, Owner shall maintain, repair and replace all landscaping on such Owner's Lot. The levels of service and schedule of services for the Home Landscaping Services (as described in the Declaration) shall be determined by the Board from time to time. The Home Landscaping Services initially will include mowing sod, landscape trimming, tree trimming (for hardwood trees only up to eight (8') feet in height and palm trees only up to twelve feet (12') in height), weeding, fertilization, exterior lawn pest control spraying, and mulching (two (2) times per calendar year). Notwithstanding the obligation of the Association to perform the Home Landscaping Services, any replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required. Such replacement shall be with replacement material of similar size and species if the being replaced unless approved by the Committee. The Association may, at its option, discontinue replacing sod on the Lots, in which event the replacement of any sod on the Lots would become the responsibility of the Owners. In the event that the Committee approves any additional trees, shrubbery or landscaping to be installed on the Lot which was not initially installed by Declarant, the Association's Home Landscaping Services will not include the maintenance and care of such additional material.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in the garbage containers provided by the appropriate solid waste collection provider for the Community. All garbage containers must be kept in the garage except when being placed outside for collection.
2. For curbside pick-up, Trash shall be placed in sanitary self-locking containers. All Trash containers must be stored in the garage of the Home and only brought to the curb after 6:00 p.m. on the day before the scheduled Trash pick-up. Empty Trash containers shall be removed after pick-up on the day of collection and in no event shall Trash containers be left outside of the garage overnight.
3. No odors shall be permitted to arise from Trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.
5. Each Owner shall regularly pick up all Trash around the Home and Lot.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only on driveways, inside garages or in areas specifically designated as "parking areas" by the Association. No parking shall be permitted on sidewalks. No overnight parking on the streets or swales is permitted.
2. No vehicle or other possessions belonging to an Owner or to an Owner's Occupant shall be positioned in such a manner as to hinder, impede or obstruct: (a) ingress or egress to any other Owner's driveway, (b) passage across or within sidewalks and/or (c) traffic on the streets of the Community.
3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking lot. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
4. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, trucks larger than a full size pick up truck, horse trailers or vans, boats, or boat trailers shall be permitted to be parked or stored any place on the Lot except only in enclosed garages. For purposes of this Section, "commercial vehicles" means vehicles: (a) in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses, and/or (b) which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle; however, the presence of such graphics or lettering shall create a presumption that the vehicle is commercial unless otherwise determined by the Board. The prohibitions on parking contained in this Section shall not apply to: (i) temporary parking of trucks and commercial vehicles for contractors or vendors while performing work for an Owner on such Owner's Lot, such as for temporary construction use or providing pick-up and delivery and other commercial services; (ii) passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time); and/or (iii) any vehicles of the Declarant or its affiliates, and/or any of their respective employees, contractors, subcontractors and/or agents. All Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing onto the Lot, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Community. The determination of what constitutes a commercial vehicle shall be made by the Board in the Board's sole and absolute discretion.
5. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four (24) hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.
6. Disposal of drained automotive fluids is not allowed within the Community.
7. Vehicles which cannot operate under their own power and which remain within the Community for more than seventy-two (72) hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
8. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
9. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
10. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
11. Car washing shall be permitted only on an Owner's driveway.
12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
13. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking spaces. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
14. *Golf Carts:*
 - a. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Association. All other golf carts shall be powered by electricity or by similar non-combustion

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS (continued)

means. When not in use, golf carts shall be parked or stored within the garage of the Home and with the garage door closed.

- b. Golf carts may only be operated upon the paved roadways located within the Community. Operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic and shall operate their golf cart in accordance with all manufacturers' and other safety recommendations. The operator shall not impede the flow of traffic. The Association may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Association determines such use is incompatible with the normal and safe movement of traffic.
 - c. Any person operating a golf cart within the Community shall carry and maintain a valid driver's license. Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals and a windshield. Each owner of a golf cart operated within the Community shall keep the golf cart in good condition and appearance. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear. No owner of a golf cart may modify their golf cart in a manner that affects the recommended mode of operation, speed or safety of the vehicle. Appropriate written warnings and/or violations will be issued where deemed appropriate or necessary by the Association. The issuance of two written warnings or violations will suspend an Owner's golf cart privileges for one year. Five such warnings and/or violations within one year will permanently revoke such Owner's golf cart privileges within the Community.
 - d. Each Owner (regardless of whether the Owner is the operator) and each operator of a golf cart (regardless of whether they are owner of the golf cart) will be responsible, jointly and severally, for any and all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart in the Community. Accordingly, EACH SUCH OWNER AND OPERATOR, JOINTLY AND SEVERALLY, SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD, DECLARANT AND THE OTHER MEMBERS OF THE ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, SECONDARY, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A GOLF CART IN THE COMMUNITY.
15. All Owners and their Occupants will obey the parking regulations imposed and/or posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of Owners.
16. The operation of go-carts and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the Rules and Regulations set forth herein.
17. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ANIMALS AND PETS

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Presa Canarios (canary dog) and "Dangerous Dogs" – all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine in its discretion, a maximum number of pets permitted per household.
2. Under no circumstances shall a Pit Bull, Rottweiler, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog, its owner, a family member or its handler; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in paragraph 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited. Free-ranging domestic animals (i.e., domestic animals that spend all or a portion of their time outdoors where they may prey on wildlife) are also prohibited and shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property.
5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal in the Community.
6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
7. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
9. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
10. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to rehome the animal.
11. No Owner shall inflict or cause cruelty upon or in connection with any pet.

**LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

ANIMALS AND PETS (continued)

The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Governing Documents.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

USE AND ENJOYMENT OF LAKES

1. Owners and their Occupants shall be permitted to engage in "catch and release" fishing in the Lakes. Notwithstanding the preceding, a Lake Lot Ownershall only access the Lakes from the Lake Bank that immediately abuts such Owner's Lot if the Owner's Lot is a Lake Lot. If an Owner is not a Lake Lot Owner, or if a Lake Lot Owner wishes to access a different Lake or another area of the same Lake, access to the Lake shall be exclusively from the portion of the Lake, Lake Maintenance Easement or Lake Bank abutting an Open Space Area. If no portion of the Lake, Lake Maintenance Easement, Lake Maintenance Access Easement or Lake Bank abuts an Open Space Area, Owners other than Lake Lot Owners whose Lots abut the Lake, shall not be permitted access to that Lake.
2. No Owner shall be permitted access to or to fish from any Lake Maintenance Easement or Lake Bank area which immediately abuts a Lake Lot owned by another Owner.
3. Lake Lot Owners and their Occupants shall be permitted to operate non-motorized and electric watercraft in the Lake immediately abutting such Owner's Lot. Accordingly, a Lake Lot Owner shall only access the Lake abutting such Owner's Lot from the Lake Maintenance Easement or Lake Bank which immediately abuts Owner's Lot. No other persons shall be entitled to operate watercraft in the Lakes. Watercraft size shall be limited in size to 18' in length.
4. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
5. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or within the Lake Maintenance Easements along the rear yards of Lake Lots.
6. Swimming and the operation of fuel-powered watercraft in the Lakes are prohibited.
7. Watercraft and trailers shall not be stored on the Lake Banks, Lake Maintenance Easements, Lake Maintenance Access Easements and/or in the Lakes. Only watercraft which are permitted to be used within the Lakes of the Community may be temporarily stored within the backyards of Lake Lots.
8. In no event shall any Owner cause any erosion or change in grade of any Lake Bank slope from design grade.
9. Littoral plantings are installed in accordance with the permitting requirements of the Palm Beach County Environmental Resource Management Department and the South Florida Water Management District and may not be altered, relocated, destroyed, damaged or removed by an Owner.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner and no Home, or portion thereof, shall be sub-let.
2. All leases shall provide for a minimum lease term of seven (7) months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven (7) months except in the event of a default by the tenant. No Home may be rented more than one (1) time during any twelve (12) month period.
3. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Governing Documents.
4. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the Governing Documents.
5. All leases shall provide notice and disclosure of the environmental Declaration of Restrictive Covenants and any Modified Declaration of Restrictive Covenants (including the recording information for such covenants), each as defined in Article XIII of the Declaration.
6. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.
7. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant: (a) for compliance with the Governing Documents (including, without limitation, these Rules and Regulations), and (b) to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
8. The Owner shall provide the Association with a copy of all executed leases in their entirety for the Home.
9. A person occupying a Home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present (regardless of whether or not a lease exists or rent is paid) shall not be deemed a guest, but rather, shall be deemed a tenant for purposes of the Governing Documents which apply to tenants.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

MISCELLANEOUS RULES AND REGULATIONS

1. *Signs.* No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent", "By Owner" or "Open House" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvements in the Community (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale", "For Rent", "By Owner", "Open House" or any other similar sign for the sale or renting of a Home for so long as Declarant owns a Lot in Lotus Palm or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later.
2. *Barbecuing.* If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.
3. *Chemicals.* Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground propane or other fuel storage tanks shall be permitted except only for customary propane tanks associated with barbecue grills. Any such propane tanks shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property. Substances used for normal household or yard maintenance use are permitted on the Lots and shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.
4. *Moving.* Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 am and 9:00 p.m. Portable self-storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self-storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.
5. *Use of Resident Roster.* The resident roster maintained by the Association pursuant to Chapter 720, Florida Statutes, which contains information concerning each members' official mailing address and parcel identification, shall only be used for official Association purposes and may not be used by any Owner for their own political, charitable, or business purposes.
6. *No Solicitation.* All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.
7. *Hunting, Trapping or the Possession/Use of Firearms.* Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not, however, prohibit an Owner from keeping a lawful firearm: (a) in such Owner's Home, or (b) on such Owner's person strictly in accordance with a lawfully issued Florida concealed weapons license.
8. *Garage/Yard Sale.* No Owner shall be permitted to conduct or hold a garage sale, yard sale, tag sale or other similar sale from any portion of their Lot.
9. *Recording and Broadcasting of Association Meetings.* Owners shall provide not less than twenty-four (24) hours advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording (or any portion thereof) with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Facebook Live, Instagram, Twitter or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and Special meetings of the Members; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR OFFICIAL RECORDS REQUESTS

Pursuant to section 720.303(5)(c), Florida Statutes, as may be amended from time to time, in an effort to efficiently conduct the business of the Association and to ensure that all of the Association's members ("Member" or "Members") have an opportunity, if so requested, to reasonably access and inspect the official records of the Association, maintained in accordance with section 720.303(4), Florida Statutes, as may be amended from time to time, the following rules and regulations shall govern official records requests, inspection, and copying.

1. *Scope.* Subject to the exceptions as set out in section 720.303(5)(c), Florida Statutes, as may be amended from time to time, the official records of the Association are open to inspection and copying by any Member, or the authorized representative of such Member as the Member may designate in writing to the Association ("Member Representative"), in the manner set out in these Rules and Regulations.
2. *Request.* Any request to inspect and/or copy the Association's official records must be made in writing, sent by certified mail, return receipt requested, to the Association at 8532 Crystal Downs Avenue, Boca Raton, Florida 33434. The Association may promulgate an official records request form, from time to time. All requests received in any other manner will be disregarded and shall in no way obligate the Association to allow such Member, or Member Representative, to inspect or copy the Association's official records.
 - a. Requests must be described with sufficient specificity as to allow the Association to locate the requested official records. Notwithstanding the foregoing, the Association shall not be obligated to identify and retrieve the requested official records and/or provide the Member with only what was requested.
 - b. Wherever applicable, the request must specify pertinent dates and/or time periods for the requested official records.
 - c. Please indicate, as may be applicable, which requested official records you wish to be photocopied and include a check made payable to the Association in the total amount as determined by Rule 6, Rule 7, and Rule 8 of these Rules and Regulations.
 - d. Requests for inspection and/or copying of the Association's official records may, at the Board's sole and unfettered discretion, be referred to Association's legal counsel for assistance.
 - e. The Association shall not research the official records. For example, a request to "provide the maintenance bills for the five most expensive months during the past three years" is not acceptable. Whereas, a request to "provide all maintenance bills for the past three years" is acceptable.
 - f. The Association shall not be required to deliver records in any particular form. No document or report will be created in a format other than that document or report as kept in the ordinary course of business.
3. *Frequency and Duration.* In accordance with section 720.303(5)(c), Florida Statutes, as may be amended from time to time, a Member or Member Representative is entitled to one (1), eight (8) hour business day inspection of the Association's official records per month.
4. *Date and Time.* Official records shall be made available for inspection and copying within ten (10) business days of receipt by the Association of a written request provided in accordance with Rule 1 above. A Member or Member Representative shall only inspect the Association's official records on a business day during normal business hours. The Association shall provide date and time options for the inspection of the requested official records to the Member or Member Representative from which the Member or Member Representative may select.
5. *Location.* The Association shall designate, from time to time, a location for the inspection and copying of the official records. In any event, the Association's official records shall be made available for inspection and copying at a location within forty-five (45) miles of the Community or within Palm Beach County, Florida.
6. *Vendor Fees.* In the event the Association's official records are maintained by or are in the possession of a third-party vendor from whom the Association must obtain such official records to satisfy the request, any fees charged by the third-party vendor shall be invoiced to the Member or Member Representative and paid by the Member or Member Representative before the records are ordered from the vendor.
7. *Photocopying Costs.*
 - a. In the event the Association has a photocopy machine available where the official records are maintained, the Association shall provide the requesting Member or Member Representative with copies, upon the request of the

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR OFFICIAL RECORDS REQUESTS (continued)

Member or Member Representative, during the inspection if the entire request is limited to no more than twenty-five (25) pages. If the official records requested to be copied exceed twenty-five (25) pages in length, the Association shall charge twenty-five cents (\$0.25) per page for copies made on the Association's photocopier.

- b. In the event the Association does not have a photocopy machine available where the official records are kept or if the official records requested to be copied exceed twenty-five (25) pages in length, the Association may, in its sole and unfettered discretion, have copies made by an outside duplicating service and shall charge the actual cost of copying, as evidenced by the vendor invoice.
 - c. A Member or Member Representative may use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records, free of charge, in lieu of the Association's providing the Member or Member Representative with a copy of such records.
8. *Personnel Costs Attorneys' Fees.* In the event the time spent retrieving and/or copying the requested official records exceeds thirty (30) minutes, the Member or Member Representative shall pay personnel costs not to exceed twenty dollars (\$20.00) per hour. Personnel costs shall not be charged for official records requests that result in the copying of a total of twenty-five (25) or fewer pages. In the Association's sole discretion, if the Association deems it necessary to have the Association's attorney present during the inspection due to the nature of the request or the official records requested, then the Member or Member Representative shall be responsible to pay the estimated attorneys' fees prior to inspection of the official records unless otherwise prohibited by prevailing law.
9. *Inspection and/or Copying.*
- a. The inspection and copying of the Association's official records shall be limited to those official records requested in advance and in writing.
 - b. The Association shall not be required to interpret any document found within the official records and shall not be obligated to answer questions during the course of the inspection of the official records.
 - c. No portion of the Association's official records shall be removed by a Member or Member Representative from the inspection room unless such records were provided to the Member or Member Representative as a requested copy.
 - d. No Member or Member Representative shall mark, write upon, or otherwise mark or alter any portion of the official records of the Association.
 - e. In the event the conduct of a Member or Member Representative becomes inappropriate during the inspection of the Association's official records, the inspection shall be immediately terminated.
10. *Non-Accessible Official Records.* Pursuant to section 720.303(5)(c), Florida Statutes, as may be amended from time to time, the following records are not accessible to Members or Member Representatives:
- a. Any record protected by the lawyer-client privilege as described in section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by the Association's attorney or prepared at the Association's attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
 - b. Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.
 - c. Information an association obtains in a gated community in connection with guests' visits to parcel owners or community residents.
 - d. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.
 - e. Medical records of Members or community residents.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR OFFICIAL RECORDS REQUESTS (continued)

- f. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Member other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. Notwithstanding these restrictions, the Association may print and distribute to Members a directory containing the name, parcel address, and all telephone numbers of each Member. However, a Member may exclude his/her telephone numbers from the directory by so requesting in writing to the Association. The Association is not liable for the disclosure of information that is protected under section 720.303(5)(c)(5), Florida Statutes, as may be amended from time to time, if the information is included in an official record of the Association and is voluntarily provided by a Member and not requested by the Association.
 - g. Any electronic security measure that is used by the Association to safeguard data, including passwords.
 - h. The software and operating system used by the Association which allows the manipulation of data, even if the Member owns a copy of the same software used by the Association.
 - i. All affirmative acknowledgments made pursuant to section 720.3085(3)(c)3, Florida Statutes.
11. *Improper Use of Association Official Records.* No Member or Member Representative shall share with or distribute to any non-Member any official record of the Association. For example, and without limitation, no Member or Member Representative shall publish or post, physically or electronically, any official record of the Association in such a manner as to be seen or read by non-Members, and no Member or Member Representative shall provide, physically or electronically, any official record of the Association to any non-Member. The foregoing shall be in addition to and in furtherance of the restrictions set forth in the Declaration. as amended from time to time.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

“Recreation Tract” as used herein shall mean and refer to the Recreation Tract (as defined in the Declaration) and any portion thereof, including, without limitation, recreation amenities, facilities and equipment located thereon and therein.

1. Responsibility:

- (a) ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT, SHALL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Association Property in general, including but not limited to the Recreation Tract or any portions thereof. Persons using Association Property, including but not limited to the Recreation Tract, agree not to hold the Association or the Board liable for actions of any kind or nature whatsoever occurring on or within the Association Property, including but not limited to the Recreation Tract.
- (b) With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for such Owner’s actions and conduct and the actions and conduct of such Owner’s Occupants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- (c) Any damage to Association Property, including but not limited to the Recreation Tract, which is caused by any Owner or Occupant of an Owner shall be repaired or replaced at the expense of the Owner.
- (d) The use of Association Property, including, but not limited to the Recreation Tract, by persons other than an Owner or such Owner’s Occupants is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association. Use of the Outdoor Courts and facilities by Owners and Owners’ Occupants shall be pursuant to the “Rules for Outdoor Courts and Racquet Center Facilities” section set forth herein.
- (e) The Association shall not be responsible for any personal injury (including, without limitation, death) or any loss or damage to any personal property within Association Property, including but not limited to the Recreation Tract, regardless of where such property is kept, checked, left or stored on the premises.
- (f) The Association shall have the right to require Owners and Owners’ Occupants execute a Recreational Amenities Release and Waiver in a form acceptable to Association prior to: (i) use of the Recreation Tract, and/or (ii) participation in any activities sponsored, promoted or set up by the Association.

2. General Use Restrictions:

- (a) The Association Property, including, but not limited to the Recreation Tract, any portions thereof, and all facilities and amenities located thereon, shall be solely for the use of the Owner and such Owner’s Occupants, subject to the provisions of the Governing Documents. The Association retains the right to limit the number of guests, invitees and other Occupants per household that are permitted to (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
- (b) Owners shall accompany and remain with their guests and invitees when at the Recreation Tract.
- (c) Use of the Recreation Tract, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited except in connection with the Outdoor Courts, as more particularly set forth in the “Rules for Outdoor Courts and Racquet Center Facilities” section herein.
- (d) The use of the Recreation Tract and/or any other portion of the Association Property, for any private use shall be submitted for prior approval to the Board or its manager. For this purpose, “private use” shall include, by way of example but not limitation, any of the following: social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses and motivational speakers. The foregoing shall not apply to the Outdoor Courts and facilities. Use restrictions and requirements relating to the Outdoor Courts and facilities shall be as set forth in the “Rules for Outdoor Courts and Racquet Center Facilities” section herein.
- (e) Clubs that are authorized and approved by the Association shall only use the Association Property in accordance with the rules and guidelines established by the Board from time to time. The Board shall have the right to establish policies, procedures and guidelines regarding the organization and formation of clubs, and their permitted use of the Association Property including, without limitation, the Clubhouse.
- (f) Pets shall not be permitted in the Recreation Tract.

**LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT (continued)

- (g) The walkways and entrances of the Association Property, including, but not limited the Recreation Tract, and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.
 - (h) No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association.
3. *Cleanliness:*
- (a) It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. Owners and Owners' Occupants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.
 - (b) No personal articles shall be allowed to stand overnight in any of the Association Property.
 - (c) No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within in the Association Property, including but not limited to the Recreation Tract.
4. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE

1. Clubhouse Use:

- (a) Clubhouse hours shall be as established by the Board from time to time. Time extensions for social or community events may be granted at the discretion of the Board or, if applicable, the Social Director. Activities outside the Clubhouse shall not be allowed after 8:00 p.m. (Monday through Thursday) and 9:00 p.m. (Friday through Sunday) without the prior approval of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Association.
- (b) All persons thirteen (13) years of age and younger shall at all times be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older when using the Clubhouse amenities.
- (c) Lessons and Instructions. Only such person or persons designated by the Association, if any, shall be permitted to provide and conduct fitness classes, personal training, swimming lessons and other personal instruction within the Clubhouse and related outdoor amenities.
- (d) All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- (e) No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements shall also be strictly observed.
- (f) Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Social Director.
- (g) No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must first be approved by the Board.
- (h) All community events and meetings shall supersede the use of all other events throughout the Clubhouse.

2. Code of Conduct for the Clubhouse:

- (a) No smoking or vaping (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
- (b) No breakable containers shall be permitted outside of the designated dining areas.
- (c) All alcoholic beverages consumed within the Clubhouse and related exterior amenities (i.e., pool deck, etc.) must be purchased from the Association's restaurant operator. Owners and their Occupants are not permitted to bring their own alcoholic beverages for consumption to the Clubhouse and related exterior amenities (i.e., pool deck, etc.). Alcoholic beverages may only be consumed in designated areas as approved by the Board from time to time. Alcoholic beverages shall not be served to anyone under the age of 21 or to intoxicated persons.
- (d) Proper attire shall be worn in the Clubhouse.
- (e) Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse, other than to use the locker room facilities provided that entry to and exit from the Clubhouse is through the door adjacent to the locker rooms directly accessing the Pool Area (as hereafter defined).
- (f) When the Clubhouse facilities are in use by an Owner who has properly reserved the facility, no other Owner shall be permitted in those areas other than for ingress and egress.
- (g) An Owner shall be responsible for repair and/or replacement costs incurred as a result of damage to the Clubhouse furniture, accessories, appliances and/or any related equipment caused by the Owner and/or Owner's Occupants.
- (h) Boisterous or profane language shall be not used in the Clubhouse.

3. Amenity Reservations of the Lounge or Party Pavilion:

- (a) All reservations of any area permitted to be reserved (i.e., the Lounge or Party Pavilion) by Owners must first be approved by the Board or, if applicable, the Social Director. Reservations of the Lounge or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the amenity reservation agreement provided by the Association.
- (b) Any Owner or other authorized person reserving the Lounge or Party Pavilion shall have the care, custody and control of the Lounge or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the reserved Lounge or Party Pavilion, and any

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE (continued)

furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under Owner's or authorized person's care, custody and control. In addition, any Owner or authorized person using the Lounge or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Lounge or Party Pavilion.

- (c) Owners wishing to reserve the Lounge or Party Pavilion must first contact the Association Property Manager or Social Director, if applicable, to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if (i) there has been no damage, misuse or theft to the reserved Lounge or Party Pavilion and all furniture, equipment, accessories, and appliances therein, and (ii) the reserved Lounge or Party Pavilion is clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.
 - (d) All community events and meetings shall supersede the use of the Lounge and Party Pavilion.
4. *Rules for Use of Indoor Sports Court:*
- (a) The hours of the Indoor Sports Court shall be as established by the Board from time to time.
 - (b) Use of the Indoor Sports Court is restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only. PLAYERS SHALL PLAY AT THEIR OWN RISK.
 - (c) Use of the Indoor Sports Court shall be limited to one (1) hour for use. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
 - (d) No one shall be permitted in the Indoor Sports Court except those persons playing.
 - (e) Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited in the Indoor Sports Court.
 - (f) Only proper attire, shoes and protective wear shall be worn. Only sneakers shall be worn on the sports courts. Black soled sneakers shall not be permitted.
 - (g) No food or breakable containers shall be permitted in the Indoor Sports Court.
 - (h) An Owner shall be responsible for repair and/or replacement costs incurred as a result of damage to the Indoor Sports Court caused by the Owner and/or Owner's Occupants.
 - (i) Use of the Indoor Sports Court by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited.
 - (j) Walking through the Indoor Sports Court during play shall be prohibited. Entering or leaving a court shall only occur when the play of other players is stopped.
5. *Rules for Use of Fitness Center and Multipurpose Room:*
- (a) Fitness Center and Multipurpose Room hours shall be as established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Social Director.
 - (b) USE OF THE FITNESS CENTER, MULTIPURPOSE ROOM AND EQUIPMENT THEREIN SHALL BE USED AT THE RISK OF THE USER.
 - (c) Athletic shoes and shirts shall be worn at all times.
 - (d) As a courtesy to others, people exercising are requested to allow others to work in with them.
 - (e) A thirty (30) minute time limit shall apply on all cardiovascular equipment when someone is waiting.
 - (f) Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the Fitness Center and Multipurpose Room for that purpose.
 - (g) All personal belongings shall be removed from the Fitness Center and Multipurpose Room when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.

Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE SWIMMING POOL AREA

"Pool Area" as used herein shall mean and refer to the resort pool, lap pool, spa, wading pool, interactive wet play area, shade cabanas and the general pool deck area.

1. *Pool Area Use:*

- (a) THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS OR OTHER WATER FACILITIES IN THE POOL AREA SHALL DO SO AT THEIR OWN RISK, INCLUDING, WITHOUT LIMITATION, ALL RISK OF PERSONAL INJURY AND/OR DEATH. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the resort pool, lap pool, spa, wading pool, interactive wet play area and/or the Pool Area in general. Persons using the resort pool, lap pool, spa, wading pool, interactive wet play area and/or Pool Area agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area including, without limitation, any personal injury and/or death.
- (b) Pool Area hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation lights shall be turned off no later than 9:00 p.m. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. The foregoing time restrictions shall not apply to activities occurring on the Pool Area which have been organized by the Association.
- (c) All persons thirteen (13) years of age or younger using the Pool Area shall be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older. Persons over the age of sixteen (16) are not permitted to use the interactive wet play area.
- (d) Wheelchairs, strollers, and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts and similar flotation devices shall be permitted in the Pool Area.

2. *Code of Conduct for the Pool Area:*

- (a) No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pools or spa. Infants/children who are not toilet trained and adults who are incontinent must wear appropriate swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
- (b) No smoking or vaping (including e-cigarettes) shall be permitted in the Pool Area.
- (c) No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area unless the equipment is used in conjunction with an event or activity scheduled by the Association.
- (d) No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.
- (e) No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.
- (f) Live musical entertainment (i.e., DJ, live band, etc.) is not permitted in the Pool Area unless organized by the Association.

3. *Health and Safety Considerations:*

- (a) All users shall shower before entering the pools, spa and/or interactive wet play area. Water is recirculated. Persons using the pools, spa and interactive wet play area shall not swallow the water.
- (b) No soaps, shampoos or shaving creams shall be used in any of the pools or at the pool side showers.
- (c) Persons wearing bandages or having colds, viruses, diarrhea, coughs, inflamed eyes, infections or open sores shall not use the resort pool, lap pool, spa and/or interactive wet play area.
- (d) No glass containers or other breakable objects shall be permitted in the Pool Area.
- (e) All belongings shall be removed when the user is leaving the Pool Area. The Association and its Board shall not be responsible for any belongings lost or stolen.
- (f) All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
- (g) A four (4) foot walking area shall be maintained around the resort pool, lap pool and spa at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.
- (h) In accordance with health department regulations, no food or drink are permitted inside the pools, spa and/or interactive wet play area.

**LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

RULES FOR THE SWIMMING POOL AREA (continued)

- (i) No animals are permitted in the Pool Area.
- 4. *Use of pool furniture and equipment:*
 - (a) Pool furniture shall not be removed from the Pool Area.
 - (b) Pool furniture shall not be reserved for anyone not in the Pool Area.
 - (c) Pool furniture and equipment shall not be modified, altered or changed in any manner.
 - (d) Towels shall be placed on pool furniture when in use.
- 5. The spa may reach temperatures in excess of one hundred degrees Fahrenheit (100°F). If a permitted user of the spa has a health risk, such user should first check with their physician before using the spa.

Use of the Swimming Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE BASKETBALL COURT AND OPEN PLAY AREAS

"Basketball Court and Open Play Area" as used herein shall mean and refer to the basketball court, shaded playground and the open play field area.

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.
2. Use of Basketball Court and Open Play Areas:
 - (a) Unless specific hours are indicated below, all Basketball Court and Open Play Areas are open from 8:00 a.m. until Dusk.
 - (b) During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
 - (c) Unless otherwise specified below, the Basketball Court and Open Play Areas are limited to one (1) hour of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.
 - (d) The Basketball Court and Open Play Areas are restricted to the playing of appropriate games or game related activities, only (i.e., exhibitions and clinics).
 - (e) No one shall be permitted on the Basketball Court and Open Play Areas except those persons playing.
 - (f) Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the Basketball Court and Open Play Areas.
 - (g) All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult eighteen (18) years of age or older when using the Basketball Court and Open Play Areas and shall not disrupt the play of others.
 - (h) No intoxicants, smoking, vaping, food or breakable containers shall be permitted on the Basketball Court and Open Play Areas.
 - (i) All belongings shall be removed from the Basketball Court and Open Play Areas when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
 - (j) An Owner shall be responsible for the repair and/or replacement costs incurred as a result of damage to the Basketball Court, Open Play Areas and/or related equipment caused by the Owner and/or Owner's Occupants.
 - (k) Use of the Basketball Court and Open Play Areas by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
3. Code of Conduct for the Basketball Court and Open Play Areas:
 - (a) Boisterous or profane language shall be not used by players or spectators.
 - (b) Walking behind or through the Basketball Court and Open Play Areas during play shall be prohibited.
 - (c) Entering or leaving a Basketball Court shall only occur when the play of other players is stopped.
 - (d) Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the Basketball Court. Black soled sneakers shall not be permitted on the Basketball Court.

Use of the Basketball Courts and Open Play Areas shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE OUTDOOR COURTS AND RACQUET CENTER FACILITIES

“Outdoor Courts” as used herein shall mean and refer to the Racquet Center Proshop, clay tennis courts, pickleball courts, shaded pavilion and the stadium seating areas.

1. General Restrictions:

- (a) The Association may retain or employ a manager (the “Racquet Center Director”) to oversee and manage the operations, maintenance and other aspects of the Outdoor Courts and related facilities (collectively, the “Racquet Facilities”). Each Member’s use and enjoyment of the Racquet Facilities will, in addition to the rules and regulations contained herein, be subject to such other rules, policies, and regulations imposed by the Racquet Center Director and approved by the Board, which may include, without limitation, the right to regulate use, impose time restrictions and requirements, implement scheduling procedures and other rules and regulations, schedule and conduct events and tournaments, providing private and group instructions and lessons, clinic programs, league/team programs, management and coaching. Notwithstanding anything contained in these Rules and Regulations to the contrary, if provided for in the Racquet Facilities Agreement, the Racquet Center Director shall have the right to schedule use of the Outdoor Courts by organized teams, as a practice or scrimmage court, facility, field or area.
- (b) Lessons and Instructions. Only the Racquet Center Director (or its agents), or, where no Racquet Facilities Agreement is in place, such person or persons designated by the Association, shall be permitted to provide and conduct tennis and/or pickleball lessons and instructions upon the Outdoor Courts.
- (c) Non-Resident Use Restrictions. Owners of property in Lotus Palm may invite guests who are not owners of homes in Lotus Palm to play with them, subject to the rules promulgated by the Association from time to time. Residents shall accompany and remain with their guests and invitees at all times during the use of the Racquet Center Facilities.
- (d) Notwithstanding anything contained herein to the contrary, the Association or Racquet Center Director shall have the right, but not the obligation, from time to time, to impose, amend and/or supplement rules, regulations and restrictions relating to the number of guests permitted per Owner or per household, and the days and times which guests are permitted or restricted from play. The foregoing right of the Association and Racquet Center Director shall include, the right to impose fees to be paid by guests in connection with their use of the Racquet Center Facilities; the right to determine a ratio of “owner per guest use”; and the right to ban use of the Racquet Center Facilities by outside persons and/or guests as a result of non-compliance of these rules by the Owner and/or such guest.
- (e) If applicable, guests of Members shall be required to pay the prevailing guest fee at check-in. Payment of guest fees is the responsibility of the Owner who reserved the court. Owners and tenants and guests with guest passes may use the facilities without charge.
- (f) Use of the Racquet Center Facilities or any portion thereof, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited. The Association or Racquet Center Director shall have the right to schedule matches, events and tournaments with other communities, groups, leagues and third parties. Such visiting communities, groups, and leagues shall not be required to pay guest fees when playing in official league matches scheduled by the Association or Racquet Center Director.
- (g) Written requests or telephone messages left for reservations are not considered valid requests for reservations.
- (h) All players shall play at their own risk.

2. Racquet Center Facilities Use:

- (a) The Tennis Courts are open for play from 7:00 a.m. until 11:00 p.m.
- (b) The Pickleball Courts are open from 7:00 a.m. to 9:00 p.m.
- (c) Pro shop hours are posted at the Racquet Center and are subject to change as determined by the Association or Racquet Center Director from time to time.
- (d) Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue provided that no other players are waiting at the expiration of the preceding time limits.
- (e) The Association or Racquet Center Director, as applicable, shall have the right to terminate/refuse play for any reason, in their sole discretion.
- (f) Operation of the Racquet Center Facilities may be suspended (i) due to cold weather, rain or wet conditions; (ii) when the lightning detection system (if any) is activated, and (iii) as otherwise directed by the Association or the Racquet Center Director, as applicable.

LOTUS PALM HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE OUTDOOR COURTS AND RACQUET CENTER FACILITIES (continued)

3. *Specific Use Restrictions:*
 - (a) The Racquet Center Facilities are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
 - (b) No one shall be permitted on the Racquet Center Facilities except those persons playing without the prior consent of the Racquet Center Director.
 - (c) The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.
 - (d) Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the other Outdoor Courts and within the Racquet Center Facilities.
 - (e) Children thirteen (13) years of age and younger shall be accompanied and closely supervised by an adult eighteen (18) years of age or older and shall not disrupt the play of others.
 - (f) No intoxicants, food or breakable containers shall be permitted on or within the Racquet Center Facilities.
 - (g) All belongings shall be removed from the Racquet Center Facilities when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
 - (h) An Owner shall be responsible for repair and/or replacement costs incurred as a result of damage to the Racquet Facilities and/or related equipment caused by the Owner and/or their Occupants.
 - (i) Pets shall not be permitted on the Racquet Center Facilities.
4. *Code of Conduct for the Racquet Center Facilities:*
 - (a) Boisterous or profane language shall be not used by players or spectators.
 - (b) Walking behind or through the playing areas during play shall be prohibited.
 - (c) Entering or leaving a court or playing field shall only occur when the play of other players is stopped.
 - (d) Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.
5. *Reservations for Use.* Use of the amenities is currently managed by a computerized system which controls general member play (open play) while reserving smaller time slots for programmed activities including instruction, round-robins, team play, and special events. The computerized system may be accessed by phone or internet.
 - (a) Reservations for use of Racquet Center Facilities shall be as set forth and determined by the Association or the Racquet Center Director.
 - (b) Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
 - (c) Unassigned court time may be signed up for by the same players on the same day.
 - (d) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 - (e) If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

Use of the Outdoor Courts and Racquet Center Facilities shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".