

LAKES AT POLO TRACE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. 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 Lakes at Polo Trace, 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 the actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors and other persons for whom 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, zoning 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 activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or such Owner's family members, guests, invitees and tenants using any portion of the Community.
5. *Disturbances.* No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
6. *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 Owner(s) and, as appropriate, the violator(s) 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.
7. *Clubs.* 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.
8. *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 suspend any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to

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GENERAL (continued)

recover any and all court costs incurred by it, together with Legal Fees (as defined in the Declaration) against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the HOA Act.

9. *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.
10. *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.
11. *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.

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ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to such Owner's Lot or the exterior of such Owner's Home without the prior written approval of the Architectural Control Committee ("Committee") and a security deposit in an amount determined by the Board to cover incidental damages caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of improvements, additions, or alterations to such Owner's Lot or the exterior of the Home. All requests for Committee approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE"):

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the Committee. 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. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. 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. The Committee shall employ the following minimum criteria for approval or rejection of requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.
- (iv) Consistency with municipal requirements.

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 federal, state, municipal or county ordinance, rule, statute or code or any other applicable laws or regulations (collectively, "Governmental Requirements"), including, without limitation, obtaining all proper permits.

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ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 3 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:

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. *Antennae.* 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.
5. *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.
6. *Driveways.* Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with material of a selection, color and style consistent with the original installation. 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. Widening of driveways of zero lot line homes will only be considered for the non-zero side of the driveway. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. 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.
7. *Awnings.* An Owner shall not install or attach any awnings to the Home without the prior written consent of the Committee. Only retractable awnings shall be permitted to be installed or attached to the Home. 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.
8. *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 limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
9. *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.

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ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

10. *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, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. No fountain and/or sculpture shall be approved or installed which exceeds 48" in height and no more than two (2) sculptures shall be approved per Home. Fountains shall only be permitted to run between the hours of 8:00 a.m. and 11:00 p.m.
11. *Play Equipment; Basketball Hoops.* Permanently installed play equipment may be approved which is of a common playground type designed for children. No equipment shall be permitted within lake maintenance, utility, drainage or access easements, except basketball hoops in the driveway areas. All basketball hoops and backboards in front yard areas shall be permitted on a pole in the driveway only at a location which is no closer than midway between the garage door and the front property line. Temporary or mobile basketball hoops shall not be permitted except for temporary moveable units that are stored in a garage when not in use. When not stored, units must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.
12. *Conversion of Garages.* Conversion of garages to air conditioned livable space shall not be permitted except as may be permitted by applicable Governmental Requirements.
13. *Garage Door Screening.* No portion of the opening to any garage door may be covered or enclosed by screen material.
14. *Outdoor Furniture.* Approval of outdoor furniture may be permitted in the front covered entryway of a Home. Approval is not required for any outdoor furniture located in the rear yard of a Lot. Notwithstanding the foregoing, Owner shall maintain all such outdoor furniture free of mildew, rust, wood rot and deterioration of equipment components.
15. *Pergolas.* Pergolas may be approved by the Committee, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. All pergolas must include concrete footers or other mechanism to permanently secure the structure.
16. *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.
17. *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 (\$5,000.00) Dollars) 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 Lakes at Polo Trace Homeowners Association, Inc. as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption. 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 may be increased or decreased as may be determined by the Board from time to time.

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

Without limiting the generality of the criteria included 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 open patios, screen enclosed patios and pool decks. 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:

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. No enclosures shall be permitted at the front entries.
6. 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.
7. Open patios, screen enclosed patios and pool decks must maintain the following 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)

ZLL's	SF's
per building code	per building code
5'	10.5'
3'	3'
13'	18'
ZLL-3' / NZ-5'	10.5'

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

ZLL's	SF's
2'	7.5'
0'	0'
ZLL-0' / NZ-2'	7.5'
ZLL-10' / NZ-10'	15'

ZLL - Zero Lot Line

NZ - Non Zero Lot Line

SF - Single Family

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

8. In addition to the setbacks as described above, the edge of the pool water must be a minimum of five feet (5') from the footprint of the Home, which shall include the covered patio, if applicable.
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

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

(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. **Rear Yard Drainage Swale Easement.** Except as expressly provided in this paragraph, no planting, landscaping and/or other improvement whatsoever, including, without limitation, hedges, trees, pool decks, patios, screen enclosures, etc. shall be permitted within the rear five (5') feet (the "Rear Yard Drainage Swale Easement") of all "Non-Lake Lots." As used herein, a "Non-Lake Lot" means and refers to a Lot in which no portion of such Lot is abutting any portion of a Lake. The Rear Yard Drainage Swale Easement is for drainage and flowage of storm water runoff, and the pipes and other ancillary equipment installed to provide for such drainage and flowage. Notwithstanding the first sentence of this paragraph to the contrary, subject to the prior written approval from the Committee, an Owner of a Non-Lake Lot may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Easement provided that such pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not cause storm water runoff to discharge therefrom onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, no pool/spa deck, patio and/or screen enclosure to be constructed within a Rear Yard Drainage Swale Easement shall be approved by the Committee unless such pool/spa deck, patio and/or screen enclosure is designed and constructed in a manner that will retain all storm water runoff within the Non-Lake Lot including, without limitation, installation of a retaining wall and a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the Committee for the installation of a fence across the Rear Yard Drainage Swale Easement to the rear property line of such Owner's Non-Lake Lot, subject to the terms and conditions of the Governing Documents, execution of fence removal and indemnification agreement with the Association and the prior approval of the Committee.
11. **Rear Yard Landscape Easement.** Except as expressly provided in the following sentence, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the rear four feet (4') of all Non-Lake Lots whose rear boundary line of the Lot abuts the rear boundary line (or portion thereof) of another Lot (a "Back to Back Lot"). Notwithstanding the foregoing, subject to approval from the Committee, each Owner whose Lot is subject to the Rear Yard Landscape Easement may install a fence across the Drainage Swale Easement and Rear Yard Landscape Easement to the rear property line of the Lot. No landscaping or plantings installed by Declarant may be removed from the Rear Yard Landscape Easement. Any dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Rear Yard Landscape Easement, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required and must be approved by the Committee prior to such replacement.
12. **Irrigation Facility Easement.** Except as expressly provided in the following sentence, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the Irrigation Facility Easement (as defined in the Declaration); provided, however, each Owner of a Lot subject to an Irrigation Facility Easement shall have the right to seek approval from the Association for the installation of a fence across the Irrigation Facility Easement to the property line of such Lot, subject to the terms and conditions of the Governing Documents, execution by Owner of a removal and indemnification agreement as may be required by the County and/or the and the prior approval of the Committee.

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ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included 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. 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:

1. Bronze or white aluminum rail fences shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be five (5') feet, with pickets spaced no closer than three (3") inches on center and no thicker than one (1") inch, unless otherwise required by the Governmental Requirements. However, if the fence serves as a pool barrier and the requirements of Palm Beach County (the "County") provide for a minimum height of the fence in excess of five (5') feet, then the height of the fence shall be the minimum height required by County requirements and all other fencing on the Lot connected and tying-in thereto shall be the same minimum height required by the County requirements so that all fencing on the Lot shall have a common and uniformed height.
2. No style of wood, PVC or chain link fence shall be approved.
3. Owners shall not be permitted to attach any items or objects to a fence without prior written approval from the Committee.
4. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.
5. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be approved or installed which encroaches into Association Property or other Lots, lakes, lake maintenance easements, lake maintenance access easements, open spaces, wetland mitigation areas, preserve tracts, conservation areas and/or wetland areas.
6. 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. 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.
7. 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. 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, (b) except as otherwise provided below, any drainage easement on the Property as set forth on the Plat, any Additional Plat or in any separate instrument recorded in the public records of the County, and/or (c) any Lake Maintenance Easement. 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 Palm Beach County Utilities and the Association.
8. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. No fence shall be permitted on corner Lots which cross a utility easement. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line without the approval of the Committee, County and the utility company(ies) occupying the easement, and without a removal and indemnification agreement as may be required by the County and/or the Association.
9. 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.
10. 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.

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ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES
(continued)

11. For Lots with zero lot line maintenance easements and/or roof overhang and encroachment easements, the approval and execution of fence removal and indemnification agreement with the Association shall be required.
12. For any fence, if approved, the Owner shall: (a) be responsible to meet all Palm Beach County requirements and criteria including, but not limited to, proper permitting and surveying, and (b) be responsible to maintain the fence, including trimming any grass or other plants from the fence.
13. Except as otherwise provided in the Declaration, 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; (ii) attaches to an Association fence located on a Back to Back Lot; or (iii) would otherwise fence-in or enclose any portion of an Open Space Area or other Association Property.
14. 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 gate(s) in locations approved by the Committee which provide adequate and sufficient access to the Association to perform the maintenance obligations. Lake Lots shall be required to have a minimum of two (2) access gates installed in locations as determined by the Committee. Such gates shall be five (5') feet wide and may be located in the front, rear and/or sides of the Lot, as determined by the Committee. 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. In addition, Owners of a Lot to which access by the Association is impeded shall be responsible to cutting and maintenance of any hedge located with Association Property which is immediately adjacent to such Owner's Lot.
15. 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 to perform the Association's maintenance obligations, and any and all height and location restrictions.

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ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS

Without limiting the generality of the criteria included in 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 any underground propane storage tank 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:

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. 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, 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.
2. *Applications; Submittals.* All applications 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 Owner(s) 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, including any underground propane storage tank. 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 Home(s) adjacent to the Lot on the side(s) 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. Screening may include the use of fences, walls or hedges, or a combination thereof, as determined by the Committee. Owner shall be required to 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 any fence, wall and/or hedges which may be approved as part of the screening requirements for the Generator System.
4. *Compliance with Governmental Requirements and Association Documents.* Owner shall at all times be responsible to comply with all Governmental Requirements relating to the location, installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions, as well as all applicable setback requirements set forth in the Association Documents. 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. *Underground Propane Tanks and Plumbing.* A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.
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 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.