



SATURNIA HOMEOWNERS ASSOCIATION, INC
RULES AND REGULATIONS

DATE: JANUARY 21st, 2025

SATURNIA HOMEOWNERS ASSOCIATION, INC.
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SATURNIA 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 subcontractors or to Lots or Homes owned by Declarant until they are conveyed to Owners.

1. **Responsibility.** With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom he is responsible, as well as for the actions of persons over whom he exercises control and supervision.
2. **Observance of Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction 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 or unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community.
5. **Disturbance.** 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 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 Declaration of Covenants, Restrictions and Easements for Saturnia (the "Declaration") or the Rules and Regulations. 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 in accordance with the Declaration.
7. **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 any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, 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.
8. **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.
9. **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.

10. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

**SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
ADDITIONS AND ALTERATIONS**

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to his Lot or the exterior of his Home without the prior written approval of the Architectural Control Committee ("ACC"). All requests for ACC 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 ACC.

ARCHITECTURAL CONTROL COMMITTEE ("ACC"):

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 ACC. The ACC 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 should also be accompanied by justification or reasoning for the Improvement. Notwithstanding any criteria established, the ACC shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The ACC shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the ACC fails to approve or disapprove a request in writing within 45 days of receipt, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The ACC 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 ACC, all construction shall be subject to the Rules and Regulations and any applicable governmental laws, statutes, ordinances, rules and regulations, including obtaining all proper permits.

Not submitting an ACC application prior to any exterior modification will result in a violation/fine and the owner risks having to return property to prior condition.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC 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 ACC 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.
2. Garage door styles: Classic or Modern styles garage doors without or without impact windowpanes are permitted as long as they follow guidelines based on the model of the home. **(ADOPTED APRIL 2021)**
3. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.
4. Roof tiles: Only concrete "S", flat, or barrel style tile roofs are permitted. **(ADOPTED APRIL 2021)**
5. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
6. Antennae. No antennae, microwave 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 Declaration, the Rules and Regulations and the ACC to the maximum extent permitted by law. Satellite dishes may be approved if reasonable in size (such as 18" diameter), location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
7. Hurricane Impact Windows: Only approved colors are permitted: clear, grey, or low "e" tinted. **(ADOPTED APRIL 2021)**
8. Driveways. Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and textures are consistent with existing improvements and the Home Owner assumes the responsibility for continued maintenance. Declarant's original brick paver schemes provided to its original purchasers (on either an optional or standard basis) shall be the basis for determining consistency with existing improvements.
9. Awnings. An Owner shall not install any awnings attached to his Home.
10. Lighting Fixtures. 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. **(ADOPTED APRIL 2022)**

- a. ACC Committee can approve new coach light designs that are consistent with the community standards.

- b. Approval for new coach light styles can be based on currently offered styles from manufacturers that are consistent and blend with current community architecture.
- c. Coach lights must match the theme of the garage doors.

Classic panel doors can support a variety of styles (Modern, traditional, contemporary).

Modern panel doors support a modern or contemporary style coach light.

Old world fixtures would not pair with modern elements.

- d. Resident is responsible for including pictures of requested coach light replacement with the ACC Application.
 - e. Coach lights must be between 12" and 24" **(ADOPTED JULY 2022)** depending upon the size of the house.
- 11. Above Ground Swimming Pools. Above ground swimming pools shall not be permitted.
 - 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 ACC.
 - 13. Play Equipment. 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.
 - 14. Conversions of Garages. Conversions of garages to air-conditioned space shall be permitted. **(ADOPTED JULY 2006).**
 - 15. Mailboxes. Replacement of the mailboxes installed by Declarant must be submitted for approval. Any replacements must be in conformance to the mailboxes originally installed by Declarant for its original purchasers.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
ADDITIONAL GUIDELINES FOR
ADDITIONS AND ALTERATIONS- SCREEN ENCLOSURES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for screen enclosures. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every screen enclosure installation:

1. Approval for screen enclosures shall be limited to aluminum frame structures, color 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 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 ACC. The composition of all pitched roofs shall be of double roll hacienda cement roof tile.
7. Screen enclosures must maintain the following setbacks, assuming drainage easements and other easements do not exist and assuming that the enclosure is built with a screen roof rather than a solid roof:

	Single Family	Zero Lot Line
a. Side Yard setback from property line- non-corner Lots (zero lot line)	n/a	0'
b. Side Yard setback from property line- non-corner Lots (non-zero lot line)	7.5'	5' *
c. Side Yard setback from property line- corner Lots	15'	10'
d. Side Yard setback from property line- interior Lot	7.5'	5' *
e. Side Yard setback from property line- Lake Lots & Canal Lots	0'	0'

* The Palm Beach County Land Development Code provides for lesser setbacks than indicated in this chart. The Rules and Regulations promulgated herein provide for more restrictive setback standards in order to provide for superior drainage conditions.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
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 ACC 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 ACC shall be required for each and every fence installation:

1. Only certain styles of aluminum rail or PVC fences shall be approved.
2. Only BRONZE color shall be approved.
3. No style of wood or chain link fence shall be approved.
4. No fence shall be approved or installed which encroaches into Association Property or other Lots.
5. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the homes and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's house. 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.
6. 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.
7. For aluminum rail fences, the height shall be no less than 4' but no higher than 5'. The pickets shall not be spaced closer than 3" on center and shall be no thicker than 1". New fences must adhere to the height of the adjacent property's existing fence height, and/or current building codes for fence heights.
8. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. No such fence shall be permitted to cross a utility easement.
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 applicable.
10. For Lake Lots, only aluminum rail fences shall be approved.
11. For Lots with drainage easements, the approval and execution of fence removal agreements Palm Beach County Utilities and with the Association may be required.
12. Any fence which crosses a utility easement may require approval in writing by all utility companies occupying the easement.
13. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
14. 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.
15. For any fence, if approved, the Owner shall be responsible to meet all City requirements and criteria including, but not limited to, proper permitting and surveying.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
MAINTENANCE AND APPEARANCE OF HOMES

1. General. Each Owner shall keep and maintain his Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his 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 his 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 his Home during the hurricane season shall prepare his 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 individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage.
4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the Community. In that regard, an Owner shall not be allowed to leave shutters attached to his Home during periods during which the Owner is away from his Home. If an Owner installs shutters on his Home during a hurricane watch or hurricane warning and immediately thereupon leaves his Home during the hurricane watch or hurricane warning, that Owner must either a) immediately return to his Home at the lifting of the hurricane watch or hurricane warning and remove the shutters from the Home or b) make arrangements for another individual to remove the shutters from his Home immediately upon the lifting of the hurricane watch or hurricane warning. The installation of hurricane shutters, other than these provided by Declarant, if applicable, shall require ACC approval.
5. Window Decor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. 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.
6. Landscape Material. No trees, shrubbery or landscaping shall be removed from Lots without prior written consent of the ACC. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the ACC. All hedges (i) shall be setbacks at least (10) feet front the front wall of the home and at least five (5) feet from the sidewalk where applicable, and (ii) shall not exceed eight (8) feet in height, hedges that extend in front of the homes must maintained 4' ft or less. **(ADOPTED JUNE 2022)**
 - a. Any dead or dying plant materials, including, without limitation, substantially diseased plant materials, must be replaced in accordance with Article IX, Section 2.C. of the Declaration.
 - b. Front yards shall be landscaped with approved sod, plant material, and ground covering. Foundation plants shall be maintained similar to the existing character of the community for conformity.
 - c. All plant materials shall be buried in soil and covered with appropriate ground cover.
 - d. Decorative ceramic pots may be used as yard accent features for flowering plants, but not as a substitute for ground plantings. The number and placement of such planters is subject to ACC approval. The use of nursery growing plastic containers and non-decorative pots is not permitted to be used in the landscape design.
7. Alteration of Drainage. No sods, topsoil, fill or muck shall be removed from or added to Lots without prior written consent of the ACC. 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
8. Outdoor Furniture. Outdoor furniture shall be permitted only in the rear yard of a Lot, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.

9. 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 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.
10. Basketball Hoops. Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

SATURNIA 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 sanitary self-locking containers located in appropriate areas. For curbside pick-up, Trash shall be placed in sanitary self-locking containers.
2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.
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 his Home and Lot.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
PARKING AND VEHICLE RESTRICTIONS

1. Parking on Community Streets is prohibited from 12:00 AM – 6:00 AM. Parking on the aprons, swales or lawns at any time is not permitted. Other than on circular driveways, all vehicles on driveways must be parked perpendicular to the garage.
2. Any vehicle parked on driveways shall not obstruct traffic on the street or sidewalks.
3. No parking is allowed on the curve of a street, *other than within a cul-de-sac*, or in a manner that blocks a mailbox, is within 15 feet of a fire hydrant, is within 20 feet of an intersection or limits Owner access to their driveway. Cars must park facing the direction of traffic.
4. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee, vendor, or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.
5. No overnight parking of commercial vehicles, being vehicles with commercial registration, commercial signage or designated for commercial use, is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes, and recreational vehicles shall not be parked in the Community.
6. Street parking is restricted to either the odd side or even side of the road in line with the odd and even months. During the months of January, March, May, July, September, and November – parking is permitted on the side of the road where homes end in odd number addresses. During February, April, June, August, October, and December – parking is permitted on the side of the road where homes end in even number addresses.
7. The operation of golf carts, motorized scooters, hover boards and like devices, go-carts, ATV's, and other non-licensed and non-registered vehicles shall be prohibited in the Community except when used for the transportation of disabled persons.
8. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
9. 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.
10. The use of vehicle covers on vehicles parked on driveways or any portion of the Association Property, including, without limitation, streets and the Recreation Tract, is prohibited. **(ADOPTED JULY 2022)**
11. Vehicles which cannot operate under their own power, and which remain within the Community for more than 72 hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
12. No repairs of vehicles shall be made within the Community unless the repairs take less than 24 hours. The only exceptions to the preceding shall be: (a) emergency repairs; and (b) repairs made within the garage of the Home.
13. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board or Residents.
14. No restorations of any motor vehicle, boat or other vehicle shall be performed within the Community unless made within the garage of the Home.
15. Disposal of any automotive fluids is not allowed within the Community.

16. Car washing shall be permitted only on an Owner's driveway.
17. No overnight parking of boats in the Community is allowed unless within the garage of the Home and with the garage door closed.
18. In the event a resident's driveway is deemed to be temporarily unusable for reasons such as construction, repair, seal coating, etc., a "resident street parking permit" may be obtained from the property manager. The permit will be for a period up to 72 hours and must be displayed on the dashboard of the resident's vehicle. (All other rules pertaining to on street parking will still be in effect)
19. 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.
20. Guests may park in the Clubhouse parking lot with Management approval. A parking pass is required for overnight parking. Owners must call the management office for a pass. Each property has 10 courtesy passes per year, thereafter a \$10 per vehicle per day fee or \$100 per month per vehicle. **(ADOPTED MAY 2022)**

Residents and guests that visit 3 or more times a week, are strongly urged to utilize their driveway and/or garage at all times so as to provide street parking capability for vendors and visitors.

In the case of unforeseen or planned circumstance that make compliance with any of the parking and vehicular regulations temporarily impossible, contact should be made with the Property Manager as soon as the condition is known so that a special exception may be granted.

The Property Manager 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 offending vehicle may be towed at the expense and risk of the owner of the vehicle.

SATURNIA 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), 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 per household, not to be less than three.
2. 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.
3. 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 item 1 above, or not maintained in a terrarium or aquarium. Pit bulls are also classified as an unusual pet and are, therefore, prohibited.
4. 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 his having any animal in the Community.
5. 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.
6. 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 dispose of the animal.
11. No Owner shall inflict or cause cruelty upon or in connection with any pet.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
USE AND ENJOYMENT OF LAKES

1. Owners, or the family members, guests, invitees and tenants of Owners, shall be permitted to fish in the lakes. An Owner shall only access the lakes for fishing from the lake maintenance easement area which immediately abuts his Lot if the Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot or if an Owner of a Lake Lot wishes to access a different lake or another area of the same lake, then access to the lake for fishing shall be exclusively from the lake maintenance easement area abutting Association Property. Notwithstanding the preceding, an Owner shall not be permitted to fish from any lake maintenance easement or Lake Bank area which immediately abuts another Owner's Lake Lot.
2. Lake Lot Owners, or the family members, guests, invitees and tenants of Lake Lot Owners, shall be permitted to operate non-motorized and electric watercraft in the lakes: No other persons shall be permitted to operate watercraft in the lakes. Notwithstanding the preceding, a Lake Lot Owner shall only access the lakes from the lake maintenance easement area which immediately abuts his Lot. The launching into and removal from a lake of any permitted non-motorized and electric watercraft by a Lake Lot Owner shall be limited to that Owner's Lake Lot. Watercraft shall be limited in size to **18'**.
3. No removal or damage shall be caused to any littoral or wetlands plantings.
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 or rear yards of Lake Lots.
6. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the lakes are prohibited.
7. Watercraft and trailers shall not be stored on the lake banks or in the easement areas. Only watercraft which are permitted to be used within the lakes of the Community may be stored within the back yards of Lake Lots.

SATURNIA 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. No Home, or portion thereof, shall be sub-let.
2. 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 Declaration and the Rules and Regulations.
3. All leases shall provide for a minimum lease term of twelve months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than twelve months except in the event of a default by the tenant.
4. 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 by Owner for a Home shall be deemed to include the foregoing by this reference.
5. 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 default by the tenant in observing any of the provisions of the Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes.
6. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and 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.
7. 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 shall not be deemed a guest, but rather, shall be deemed a tenant for purposes of the Declaration and these Rules and Regulations (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration and these Rules and Regulations which apply to tenants.
8. Access to Association documents may requested only by Homeowners. No tenant shall have the right to request to review any Association documents without the expressed authorization of the Homeowner to the Association or Property Manager.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
MISCELLANEOUS RULES AND REGULATIONS

1. Signs. No sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Lot or Home or any element of the Association Property without the prior written approval of the Board. Without limiting the Board's authority to approve or disapprove any sign in accordance with the preceding sentence, the Board may approve any signs for the sale or renting of Homes if the size is not greater than 18" x 24". If approved, any such signs shall be limited to one sign per Home which shall be placed on a front window of the Home. Any such signs shall be approved in writing from the Board.
2. Chemicals. 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, except for propane tanks associated with barbecue grills and except for those substances used for normal household or yard maintenance use. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be stored on Association Property.
3. 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.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

1. Responsibility:

- a. With respect to the use of Association Property, including the Recreation Tract, an Owner shall be held responsible for the actions and conduct of his family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- b. Any damage to Association Property, including the Recreation Tract or equipment therein, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
- c. The use of the Recreation Tract by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
- d. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreation Tract regardless of where such property is kept, checked, left or stored on the premises.

2. General Use Restrictions:

- a. The Recreation Tract shall be solely for the use of the Owners and their family members, guests, invitees and tenants, subject to the provisions of the Association Documents.
- b. Any use of the Recreation Tract, the Tennis Courts, the Clubhouse (or any portion thereof), or any other portion of 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: private lessons (such as tennis lessons or swimming lessons), group lessons, instructional classes, aerobics classes, weight training instruction, exercise classes (including karate or other martial arts classes), social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses, and motivational speakers.
- c. Residents shall accompany their guests, invitees and tenants to the Recreation Tract.
- d. Pets shall not be permitted in the Recreation Tract
- e. The walkways and entrances of the Recreation Tract and facilities shall not be obstructed or used for any purpose other than ingress and egress.

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, their family members, guests, invitees and tenants 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 the Association Property, including the Recreation Tract

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
SWIMMING POOL AREA

1. Pool Area Use:

- a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association and its Board assume 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 pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the *Board* liable *for actions of any nature occurring within the pool or pool area.*
- b. Pool 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. Prior to 8:00 a.m., the use of pool facilities shall be restricted to Owners only. 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.
- c. All persons twelve (12) years of age or younger shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).
- 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. Children wearing diapers must wear rubber pants over the diapers while in the pool.
- b. No intoxicants 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.
- d. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
- e. No running, pushing, rough play or profane language in the pool area shall be permitted.
- f. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

3. Health and Safety Considerations:

- a. All users shall shower before entering the pool.
- b. No soaps or shampoos shall be used at the pool side shower.
- c. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
- 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 three (3) foot walking area shall be maintained around the pool 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, drink or animals are permitted in the pool **or** on the pool deck.

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
SWIMMING POOL AREA (continued)

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

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
TENNIS COURTS

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.

2. Tennis Court Use: (ADOPTED DECEMBER 2022)

- a. The tennis courts are open for play from 7:30 a.m. to 10:00 p.m.
- b. During morning hours (7:30 a.m. to 12:00 noon), players shall maintain low noise levels.
- c. Private lessons and/or group lessons shall not be given during weekday (Monday through Friday) prime playing hours (6:00 p.m. to 10:00 p.m.) and weekend (Saturday and Sunday) prime playing hours (7:30 a.m. to 2:00 p.m.).
- d. Group lessons shall be subject to additional guidelines as may be adopted, amended, or rescinded by the Board, from time to time.
- e. All personal coaches and trainers must register with the Association and must provide proof of existing liability insurance in such coverage amounts as shall be determined by the Board, from time to time, prior to commencement of training. No personal coach or trainer shall be permitted to train any non-resident guests within the Association's tennis facilities.
- f. Play shall be limited to two (2) hours for doubles play and one a half (1 ½) hours for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.

3. Specific Tennis Court Use Restrictions:

- a. The tennis courts are restricted to the playing of tennis only.
No one shall be permitted on the tennis courts except those persons playing tennis, spectators, and persons waiting to play. All spectators and persons waiting to play must remain under the covered awing area only.
- b. Roller skates, skateboards, roller blades, bicycles, scooters, balls other than tennis balls and other play or exercise equipment shall be prohibited on the tennis courts.
- c. Children ten (10) years of age and younger shall be accompanied by an adult and shall not disrupt the play of others.
- d. No intoxicants or food shall be permitted on the tennis courts.
- e. All belongings shall be removed from the tennis courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

4. Code of Conduct for the Tennis Courts:

- a. Boisterous or profane language shall be not used by players or spectators.
- b. Walking behind the playing area while a point is being played shall be prohibited.
- c. Entering or leaving a court shall only occur when the play of other players is between points.
- d. Only proper tennis attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the tennis courts. Black soled sneakers shall not be permitted.
- e. Tennis court reservations can be made online via the Association's reservations system, and the following shall apply:
 - 1. Reservations for play shall not be made earlier than seventy-two (72) hours before the requested reservation time. **(ADOPTED DECEMBER 2022)**

2. The name of the person reserving the tennis courts will be posted on the reservation system, and such person is responsible for court conduct for all persons within his/her party. **(ADOPTED DECEMBER 2022)**
 3. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
 4. Unassigned court time may be signed up for by the same players on the same day.
 5. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 6. If the court Loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.
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5. There shall be a Tennis Committee consisting of residents who are familiar with the game of tennis. The Tennis Committee shall supervise the use of the court and bring all problems that may arise to the attention of the Board. All special events, lessons and planned activities shall be scheduled and approved in advanced through the tennis Committee.
 6. The Tennis Committee and the Board have the right to periodically reserve the tennis court for Association sponsored clinics at their discretion. **(ADOPTED DECEMBER 2022)**
 7. Use of the tennis courts shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to these concerning the "General Use of Association Property and Recreation Tract".

SATURNIA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
CLUBHOUSE

1. Clubhouse Use:

- a. Clubhouse hours shall be 8:00 a.m. to 10:00 p.m. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Clubhouse Committee. Activities outside the Clubhouse shall not be allowed after 9:00 p.m.
- b. All persons twelve (12) years of age and younger shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).
- c. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- d. No immoral, offensive or unlawful use shall be made of the Clubhouse. AR laws and regulations of all applicable governmental entities shall be strictly observed.

2. Code of Conduct for the Clubhouse:

- a. No smoking in the Clubhouse or any rooms therein shall be allowed.
- b. Proper attire shall be worn in the Clubhouse.
- c. Bare feet, bare chests and swimsuits shall be prohibited in the Social Hall or Children's Playroom.

3. Rules for Use of Exercise Room:

- a. All equipment shall be used at the risk of the person exercising.
- b. Children sixteen (16) years of age and younger shall not be permitted in the exercise room.
- 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 cardio-vascular equipment when someone is waiting.
- f. Equipment shall be wiped down and put away after usage. Accordingly, people exercising are requested to bring a towel to the exercise room for that purpose.
- g. No radios, tape or CD players, or TV use shall be permitted without the use of headphones.
- h. No equipment is permitted to be removed from the Fitness Center.
- i. Personal trainers must be registered and provide proof of liability insurance. Personal trainers are not permitted to train any non-resident in the Fitness Center. Up to 2 members of any household may be trained at the same time. Personal trainers are required to follow all rules and regulations for Fitness Center usage.

SATURNIA HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS
PLAYROOM

1. Renting of the Social Hall or Children's Playroom:

- a. Renting of the Social Hall or Children's Playroom by Owners for their private use shall be permitted subject to availability and the payment of scheduled fees and deposits as determined by the Board.
- b. All reservations of the Social Hall or Children's Playroom shall be approved by the Board or, if applicable, the Clubhouse Committee.
- c. Any Owner or other authorized person reserving the Social Hall or Children's Play Room shall have the care, custody and control of the Social Hall or Children's Play Room during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Social Hall or Children's Play Room, its furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control.
- d. Owners or other persons wishing to reserve the Social Hall or Children's Playroom must contact the Association's manager to reserve a date and time. A deposit shall be due and payable at the time of reservation, a non-refundable reservation and a cleaning fee; please refer to the current approved rental fee schedule. The balance of the deposit shall be refunded if there has been no damage, misuse or theft to the Social Hall or Children's Playroom or its components and if the Social Hall or Children's Playroom is left clean. The amount of the required deposit and the nonrefundable portion of the deposit may be amended by the Board at any time and from time to time.
- e. Any Owner or authorized person using the Social Hall or Children's Playroom shall be responsible for the care and cleaning of the facility, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Social Hall or Children's Playroom.
- f. Major community meeting dates shall supersede the use of all other events in the Social Hall or Children's Playroom.

2. Rules for Use of Children's Playroom:

These rules for use of the Children's Playroom shall be in addition to all other applicable Rules and Regulations adopted by the Board, including, without limitation, all rules regarding the "General Use of Association Property and Recreation Tract" and all "Rules for the Clubhouse".

- a) The Children's Playroom hours shall be Monday through Friday from 9:00 a.m. to 7:00 p.m. and Saturday and Sunday from 9:00 a.m. to 3:00 p.m.
 - b) The Children's Playroom is for use of children under the age of ten (10) years old. All children must be accompanied by an adult.
 - c) NO food, drinks, or glass objects are permitted in the Children's Playroom.
 - d) No rough play or profane language is permitted in the Children's Playroom.
 - e) Toys and playroom furniture are property of the Association and shall not be removed from the Children's Playroom. All toys and playroom furniture must be placed in their original location upon leaving the Children's Playroom.
3. Scheduled activities, including, without limitation, activities organized by the Association or private events, shall take priority over individual use. **(ADOPTED JULY 2020)**
 4. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.
 5. 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.
 6. Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

SATURNIA HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS
GATE ACCESS

Adopted January 25, 2024
Effective February 1, 2024

1. All visitors, residents, and owners who utilize the guest lane will be required to present to the guard on duty their valid Driver's License.
 - a. Entry will not be granted from a picture of a valid Driver's License stored on a mobile device.
 - b. Company ID's are not permitted in place of a valid Driver's License.
 - c. Motorcyclists must use the visitor's lane and are also required to present their valid Driver's License
2. Visitors who are not on the resident's authorized temporary or permanent guest list will not be allowed access to the community without a call to the resident to verify the visitor.
 - a. The guard on duty will call the primary number as sociated with the resident's account first. If no answer, the guard on duty will call the secondary number if listed in the resident's records.
 - b. After two unsuccessful attempts to reach the resident, the guard on duty will leave a message for the resident. The visitor will be denied entry and asked to leave and return after the resident can verify authorized entry.
3. Visitors listed on a DO NOT ADMIT LIST will not be granted entry. If the visitor refuses to leave, PBSO will be called.
4. The guard on duty is not permitted to change any data in the system on behalf of the owner or resident. Owners and residents must update their personal data from their Gate Access app or contact the Management Office.
5. Vendor hours: Monday through Friday 8:00 am to 6:00 pm; Saturday 9:00 am to 5:00 pm. Contractors and vendors are required to leave the community at the end of vendor hours.
 - a. No contractors, commercial vendors, or delivery trucks are permitted access on Sundays or the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day
 - b. Exceptions:
 - i. Food Deliveries
 - ii. Emergency services: AC repair, Electricians, Cable/Internet and Plumbers
 - iii. Floral Deliveries
 - iv. Delivery services such as Amazon, FedEx, UPS, Instacart, etc.
 - c. Party Vendors: Caterers, Bounce Houses, Entertainment Companies, Food Trucks, Party Rental Deliveries are permitted entry on Sundays, Holidays and after hours with pre-approval by the Property Manager. Party Vendors must adhere to the proper side of the street parking rules.
6. Moving Trucks and Rental Trucks are permitted Monday through Friday 8:00 am to 6:00 pm; Saturday 9:00 am to 5:00 pm. Sunday moves are not permitted.
 - a. Exceptions: small rental trucks/vans up to 10 feet that can fit within the confines of the driveway may be permitted on Sundays during the hours of 9:00 am to 5:00 pm on a case-by-case basis for personal

use if used for less than 2 hours with prior approval from Management. The guard will deny entry if no prior approval has been given.

7. Mourning/Shiva Visitors: The guard on duty will process each guest arriving during pre-designated Mourning/Shiva hours but WILL NOT call the residence. The resident is required to notify management of the set Mourning/Shiva hours in advance. All guests are required to adhere to the proper side of the street parking rules.
8. Open Houses or Open Party Guest Lists are not permitted automatic entry. All guests are required to be listed on the resident's authorized guest list. If the visitor is not listed, the guard will call the owner or residents for verification before entry is granted.
9. Commercial Car Delivery Carrier Trucks are not permitted to enter the community at any time. Car Carriers must load and unload vehicles in front of the community.
10. Repossession Trucks will not be permitted entry to the community unless they are accompanied by law enforcement.
11. Tow Trucks hired by an owner or resident are permitted so long as the owner or resident has provided. Tow Trucks may be permitted access on Sundays and Holidays in emergency situations.
12. Process Servers are permitted entry provided they show their credentials and are on the list of process servers without the guard on duty notifying the owner or resident.
13. Deliveries to the Guardhouse for pick up by an individual resident are not permitted.
14. Owners, tenants, residents, and their invited guests must always treat the guard staff with respect. Anyone who threatens, verbally abuses, or harasses the guard staff will be reported to management and/or PBSO will be called.

SATURNIA HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS
OFFICIAL RECORDS REQUESTS

Adopted July 23, 2024
Effective August 1, 2024

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 Saturnia Homeowners Association, Inc. (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 its mailing address as provided by the Florida Division of Corporations. 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 record(s). Notwithstanding, the Association shall not be obligated to identify and retrieve requested official records.
 - 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, in 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 to a Member 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 at least one (1), eight (8) hour 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 Saturnia 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 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. 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.

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 location of the inspection 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 mar or alter any portion of the official records of the Association.
- e. 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.
- f. 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.
 - 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 acknowledgements made pursuant to section 720.3085(3)(c)3.
- 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 purposes only, 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.
- 12.** Failure to abide by any of the above rules and regulations may lead, without limitation of remedy, to the imposition of fines or suspension of use rights in accordance with Article XIII, Section 3, of the Declaration.

SATURNIA HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS
CODE OF CONDUCT

Adopted January 21, 2025
Effective January 21, 2025

In an effort to maintain and encourage a safe and professional environment for the directors, officers, committee members, management staff, and vendors serving Saturnia Homeowners Association, Inc. (the "Association"), the following rules and regulations shall apply to all members of the Association and their family members, tenants, guests, and invitees (collectively and individually, "Member Person") when interacting with the Association's directors, officers, committee members, management staff, and vendors (individually and collectively, "Association Person") in the carrying out of their duties.

- 1. Professional Conduct.** All interactions between any Member Person and any Association Person in the carrying out of their duties must be conducted in a respectful, civil, and professional manner and in a manner which does not interfere with the Association's business.
- 2. Prohibited Conduct.** When interacting with any Association Person in the carrying out of their duties, no Member Person shall:
 - a. Make any statement, verbally or in writing, which is defamatory (e.g., a false statement that harms a person's reputation), discriminatory (e.g., a statement including racial, ethnic, or religious slurs), or threatening (e.g., a statement that threatens harm or negative consequences or that intimidates or instills fear); or
 - b. Behave in an aggressive, threatening, or intimidating manner (e.g., gesturing in a manner that creates a reasonable apprehension of physical harm to a person, shoving, poking, physical attacks, or throwing or breaking objects); or
 - c. Conduct themselves in any manner that creates a hostile environment or that interferes with the Association's business (e.g., yelling, shouting, behaving in a persistent manner which creates an unreasonable annoyance, or using vulgar, offensive, derogatory, or demeaning language).
- 3. Communication Method.** Any Member Party may be prohibited from personal interaction, including, without limitation, e-mail, telephone, and in person communication, with any Association Party for failure to comply with any of the rules and regulations set forth herein, except as otherwise required by law. In such event, all communications shall be limited to written correspondence sent by courier delivery or U.S. mail.
- 4. Enforcement.** The failure to comply with any of the rules and regulations set forth herein shall be grounds for enforcement action, including, without limitation, suspending the right to use the Association's property and facilities, fining, and/or filing a lawsuit to recover sums due for damages, injunctive relief, or any combination thereof. The remedies set forth in these rules and regulations shall be in addition to all other remedies available to the Association. Additionally, the Association may refer any matter to law enforcement or any other appropriate governmental agency.