



Four Seasons Community Standards:

Rules and Regulations

Effective January 1, 2026

Table of Contents

Section/Article	Page Number
Rules and Regulations Overview	
1 Guiding Principles	1
2 Definitions	2
General Rules and Regulations	
3 Resident Responsibilities	4
4 Appearance and Maintenance	6
5 Vehicles and Parking	8
6 Firearms	10
7 Pets and Animals	12
8 Clubhouse	13
9 Pools and Spa Area	16
10 Fitness Center Complex	18
11 Sports Center Complex	20
12 Authorized Organizations	22
13 Leasing of Homes	23
Enforcement of Rules and Regulations	
14 Fines and Other Penalties	25
15 Violations and Appeals Process	26

Rules and Regulations Overview

Article 1 – Guiding Principles

These Four Seasons Community Standards: Rules and Regulations (hereinafter referred to as the Rules and Regulations) are written for the mutual benefit and safety of all Owners and authorized tenants, hereinafter referred to collectively as Residents, and their invitees and Guests whom they shall authorize to enter the Four Seasons property. Reference to them in the singular shall also include the plural and vice versa. These Rules and Regulations supersede the prior K. Hovnanian's Four Seasons at Delray Beach: Reference Guide issued in April, 2010 and any other existing rules thereafter.

Management Personnel are authorized by the Board of Directors (hereinafter referred to as the Board) to enforce these Rules and Regulations and to report all violations to the Board. The use of the words HOA and ASSOCIATION may be substituted for the BOARD or vice versa and these words shall all mean K. Hovnanian's Four Seasons at Delray Beach Homeowners Association, Inc. Owners and Residents shall report violations of the Rules and Regulations to Management Personnel and shall not attempt to enforce these Rules and Regulations by themselves.

Use of all Association facilities by the Association takes precedence over the Clubs, Organizations and independent groups.

Any Owner, who rents their Home for the required minimum time frame noted in these Rules and Regulations, will also transfer their rights of use of the facilities to the tenant for the time frame of the lease; however, the Owner's HOA membership rights may not be transferred to the Lessee.

The Rules and Regulations are not intended to amend any Governing Document, in whole or in part. In the case of any apparent conflicts between the Rules and Regulations and the Governing Documents, the provisions of the Governing Documents shall prevail. Any waiver by the Board of the Rules and Regulations and/or consents or approvals may be altered or reversed by the Board at any time and shall apply only to the individual or situation which led to its granting and shall not be considered to set any precedent.

The Board may amend, clarify, delete, or add to these Rules and Regulations at any time by majority vote of the Board.

RISK DISCLAIMER: Each Resident and Guest, as a condition of invitation and entry into the Association Property, assumes sole responsibility for their property and self. The Association shall not be responsible for any loss or damage to private property used or stored on the premises, nor for any personal injuries sustained or caused by any Resident, Guest or Management employee. Any Resident, family member Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, either on or off Association Property, shall do so at their own risk.

The Owners, Residents and their family members and Guests shall hold the Association and its affiliated, directors, officers, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from any act or omission, whether due to negligence or otherwise, of the Association, their respective affiliated, directors, officers, representatives or agents. Any Resident shall have, owe and perform the same obligation to the Association and its affiliates, directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member.

Article 2 – Definitions

All capitalized words in these Rules and Regulations shall have the same meaning as provided for in the Governing Documents.

Otherwise, the terms shall have the meanings as defined in Webster's Third New International Dictionary of the English Language Unabridged.

ARB and ARC - ARB (Architectural Review Board) and ARC (Architectural Review Committee) are interchangeable.

Association – Shall mean the K. Hovnanian's Four Seasons at Delray Beach Homeowners Association, Inc.

Board – Shall mean the K. Hovnanian's Four Seasons at Delray Beach Homeowners Association, Inc. Board.

Contractor – see below Vendors / Contractor

Courtyard – An area enclosed on three sides by walls of the Home with the fourth side open to a side, rear or front yard, with or without a roof.

Fitness Center Complex – consists of the entire Fitness Center building (excluding the ping pong room), not limited to the Fitness Center, Fitness Center studio, sauna, bathrooms and locker rooms. Note: The ping pong room, which is within the building structure, is part of the Sports Center Complex.

Governing Documents – Shall include the following Association documents: the Articles of Incorporation, Bylaws, the Declaration of Covenants and Restrictions for K. Hovnanian's Four Seasons at Delray Beach and all subsequent Amendments to these documents that may be approved and adopted by the Association.

Guest - Shall mean a person(s) invited to use the Association's property by a Resident, who is not an Owner or approved tenant.

- a. There shall be no time limitation on guest occupancy provided the guest occupies the Residence with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family.
- b. Guests who occupy a Residence in excess of 30 days cumulatively in any calendar year shall be subject to screening as a tenant, regardless of any familial relationship.
- c. Guest occupancy in the absence of the Owner or approved tenant by persons other than members of the Owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the Residence by any guest, the Owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relation to the Owner or tenant, the anticipated date of arrival and departure.

HOA - Shall mean the K. Hovnanian's Four Seasons at Delray Beach Homeowners Association, Inc.

Home – Shall mean the Residential building built on the Property of the Owner. The words house or residence shall also be construed to mean the Home.

Article 2 – Definitions - Continued

Lot – Shall refer to any Lot or other parcel as defined in the Article I-7 of the Declaration of Covenants. Lot shall also include the residence constructed thereon.

Management – Shall refer to the Property Management.

Owner – Shall mean and refer to the owner of record of the fee simple title to any Lot.

Property – Shall refer to all properties subject to the Covenants as defined in Article I-2 of the Declaration of Covenants.

Property Management – Shall refer to the Management organization designated as an agent of the Association.

Resident – Shall refer to Owners and authorized tenants and/or occupants.

Sports Center Complex - consists of the Tennis Courts, Pickleball Courts, Bocce Court and Ping Pong Room which is within the Fitness Center building structure.

Vendor / Contractor – Shall mean the company, corporation or individual, licensed or registered by the State of Florida or Palm Beach County, and authorized to provide services, materials, equipment or other items in accordance with its license or registration.

General Rules and Regulations

Article 3 – Resident Responsibilities

- 3.1 General Responsibility.** With respect to compliance with the Governing Documents and these Rules and Regulations, an Owner shall be held responsible for the actions of their family members, Guests, invitees, tenants, Contractors and other persons for whom they are normally responsible, as well as for the actions of persons or pets over whom they exercise control and supervision.
- 3.2 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's Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner or, as appropriate, the violator.
- 3.3 Violations & Enforcement.** Violations of any of the Governing Documents and/or these Rules and Regulations shall be reported immediately to Management, the Board or its designees and shall subject the responsible Owner and/or violator to any and all remedies available to the Association.
- 3.4 Relationship with Management Personnel.** No Resident or Guest may direct the activities of any member of the staff, ask them to leave the Association property for any purpose whatsoever, or reprimand, discipline or in any way abuse a staff member verbally or otherwise. Any staff member not rendering courteous or prompt service should be immediately reported to the Manager and/or the Board. Any complaints, criticism, or suggestions of any kind relating to the operations or actions of Management personnel, must be addressed to the Board in a written communication signed by the initiator. Management personnel authorized by the Board to monitor the Association Facilities, have the authority to enforce the Rules and Regulations of the Association and to report violations to the Board.
- 3.5 Employment by the Association.** No Owner may receive compensation for any services to the Association unless otherwise authorized in the Governing Documents.
- 3.6 Nuisance.** Nothing shall be done within the Association property or any Home or Lot that interferes with the peaceful enjoyment and possession or proper use of other Homes or the surrounding areas nor anything which tends to cause any embarrassment, discomfort, unreasonable annoyance or nuisance to any Resident or Guest, who are using any portion of the Community. Noise levels must conform to the levels and times set out in Palm Beach County Ordinances.
- 3.7 Lakes and Our Environs.** The lakes in our community are exclusively for our visual enjoyment. Accordingly, there is no swimming or boating allowed in our lakes. In addition, feeding any wild animals anywhere in our community is prohibited by Florida law.
- a. **Fishing.** Catch and Release Fishing utilizing barb-less or barb crimped hooks, lures or flies is the only method of fishing permissible. No use of live bait is permitted. Fishing is only permitted by owners/family members and/or leasing residents and their guests and is done at their own risk. No children under the age of 18 are allowed to fish without adult supervision in their presence. Fishing locations shall be limited to within the theoretical boundary lines extended to the lake of an owner's/renter's individual lot. Those homeowners who are either prevented from fishing behind their homes within their theoretical boundary lines due to vegetation or any other obstruction will be permitted along with owners/renters and their guests of non-lake homes to fish within the theoretical boundaries of the common land behind the clubhouse and pool area.

Article 3 – Resident Responsibilities (Continued)

- 3.8 Disturbances.** No loud noises or noxious odors shall be permitted. Residents shall not operate radios, television, musical instruments or any other noise producing devices at times or at volume levels which shall disturb others. None of the following shall be located, used or placed on any Lot, or exposed to other Residents without the prior written approval of the Board:
- a. Horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes).
 - b. Noisy vehicles, excessively noisy power equipment, noisy motorcycles, or off-road motor vehicles.
 - c. Any items which may unreasonably interfere with television or radio reception.
- 3.9 Hours of Activities.** Residents or Tenants who are moving in or out of the community or accepting deliveries shall do so between the hours of 8 AM and 9 PM.
- Work on any improvement shall be carried out only between 8 AM and 6 PM, except in the case of an emergency.
- 3.10 Solicitations.** Commercial solicitations via the community e-mail list, by a Resident to the Residents, are prohibited. Placing materials on mailboxes, or on or within any portion of the Home or Lot and upon any Association Property is strictly prohibited unless specifically approved by the Board. Placing material, other than US mail, in a mailbox is prohibited by federal law.
- 3.11 Fireworks.** The detonation, storing, or sale of fireworks or any other such incendiary devices is strictly forbidden on or over Association property with the exception of fireworks exhibits or display authorized by the Association.
- 3.12 Combustible/Explosive Materials.** Residents, at their own risk, may keep any lawful flammable, combustible, or explosive fluids, fuels, chemicals or substances in their Home, provided such fluids, fuels, chemicals or substances are stored in containers which are approved by any applicable governmental authority and maintained in accordance with the manufacturer's prescribed use and safety instructions; and further provided that the use and/or storage of such fluids, fuels, chemicals or substances are in compliance with all applicable laws, ordinances and governmental regulations currently in effect.
- 3.13 Bicycle Riding.** Bicycle riding shall be permitted at the rider's own risk. Riding is only permitted in areas where motor vehicles may be driven and is not permitted on any sidewalk or other walkway that is not part of a Lot. Caution and courtesy shall be exercised at all times. Pedestrians always have the right of way. All bicycles should be equipped with a bell, or similar device, to signal walkers of oncoming bicycle traffic. When bicycle riding on roadways, all applicable traffic regulations must be obeyed.
- 3.14 Proper Attire.** Except as specified below, Residents and their Guests, whether walking, bicycle riding or engaging in any other activity upon the streets, sidewalks or other common areas, shall, except in the pool or on the pool deck, wear shirts or appropriate cover-ups and footwear at all times. Proper attire in or at the Clubhouse, Pool Area, Fitness Center Complex, and Sports Center Complex is governed by Articles 8, 9, 10, and 11 respectively.
- 3.15 Permanent Standby Electric Generator Systems.** Generators may only be operated during emergencies or for required testing purposes and shall be located on the Resident's Property under the conditions set forth in Article 10 of the ARB Guidelines document.
- The Owner shall be solely and totally responsible for any accident or liability for the system from initial installation through to its operation, and shall hold the Association and its agents, harmless from any and all legal actions and costs that might arise from the selection, installation, maintenance or operation of the system or any part thereof.

Article 4 – Appearance and Maintenance

- 4.1 Personal Property.** The personal property of any Resident, other than cars, outdoor furniture, barbecue grills, landscape ornaments and garden hoses, shall be stored inside their Home and garage and not be visible to surrounding neighbors or from Association property.
- 4.2 Signs.** No sign, display poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Lot or Home, vehicle or Association property or which is otherwise visible from any portion of the property.
- Decorative signs designating addresses or the names of the inhabitants, and artistic signs shall be permitted but shall not exceed 23 inches high and 17 inches wide. These signs must be firmly affixed to the walls of the home or courtyard and shall not be of the swinging or free standing variety.
- 4.3 Solid Waste Pickup (Garbage and Trash).** *To prevent animals from ripping apart plastic bags and trash*, all Residents must have and use at least one (1) rigid sanitary covered container for solid waste. Food trash must be placed inside a covered, rigid container. If the amount of food trash exceeds the capacity of the container, the food trash bag can be placed on the curb after sunrise on the day of the trash pickup.
- All trash and recycling containers are required to be placed at the front of a Lot. Except as noted above, the containers may be placed at the curb after 7:00 PM on the day before the scheduled day of collection. In no event shall the containers be left outside beyond 8:00 PM on the day of collection. Containers shall be covered until pickup.
- 4.4 Landscaping.** See Architectural Review Committee (“ARC”) Guidelines document.
- 4.5 Christmas and Hanukah Decorations.** Christmas and Hanukah decorations may be placed on any part of the Homeowners’ Property except for the roof of the Home. They must conform to the ARB Guidelines regarding, but not limited to lighting, e.g., no lighting can shine onto a neighbor’s Home. Decoration must not emit any sounds.
- The Resident may not begin to install Christmas or Hanukah decorations until the Sunday after Thanksgiving. All Holiday decorations and lights (even if they remain unlit) must be physically removed from all buildings, trees, lawns and shrubbery no later than January 8th of the following year.
- All lights must be turned off by 11:00 PM and may be turned back on after 8:00 AM.
- ARB approval for Christmas and Hanukah decorations is not required.
- 4.6 Holiday Decorations Other than Christmas and Hanukah.** All other holiday decorations shall follow the same guidelines as Christmas and Hanukah decorations except that decorations may only be put up within one week of the holiday and they must be taken down within one week after the holiday.
- 4.7 Window Decor.** No temporary window treatments are permitted, except for periods not exceeding thirty (30) days after a Resident first moves into a Home, or when permanent window treatments are being cleaned or repaired.
- 4.8 Garage Doors.** Garage doors shall remain closed at all times except when an individual is active in and around the garage or when it is being used for ingress and egress.

Article 4 – Appearance and Maintenance (Continued)

- 4.9 Hurricane Season Preparation.** Each Resident who plans to be absent from their Home during the hurricane season shall prepare or arrange for preparation of their Home and Lot, including the closing/installing of hurricane shutters/slats, when hurricane warnings are issued, and the removing of all furniture, potted plants and any other movable objects from the covered patio and screen enclosure area and elsewhere from the outside of the Home. Further, the Resident shall designate a responsible firm or individual to open/remove the hurricane shutters/slats and to arrange for the repairs to the Home and Lot, as required, should there be hurricane damage. Debris must be brought to the curb and made ready for pickup within 72 hours of the end of the hurricane.
- 4.10 Hurricane Shutters - Approval and Use.** Hurricane shutters, screens or panels shall not cover window or door openings except during periods of an official tropical storm watch or warning, hurricane watch or warning, or hurricane. Any removable tracks, which have been installed by the developer or approved by the ARC as part of a shutter package, shall not remain installed on the home other than during periods of the official tropical storm watch or warning, or a hurricane watch or warning, or a hurricane. In addition to the above, shutters, screens or panels are permitted to cover window or door openings when the National Hurricane Center (nhc.noaa.gov) projects (typically in the five-day cone graphic) that it is possible for a hurricane or tropical storm to impact us within five days. Any removable tracks, which have been installed by the developer or approved by the ARC as part of a shutter package, may remain installed during this five-day period.
- Removable shutter panels provided by the developer shall be removed within one week after the lifting of the official storm watch or warning, or hurricane watch or warning, or at the end of a hurricane, or when the National Hurricane Center no longer projects that it is possible for a hurricane or tropical storm to impact us within five days. Permanent accordion shutters shall be open within 72 hours after the lifting of the tropical storm watch or warning, or the hurricane watch or warning, or at the end of a hurricane or when the National Hurricane Center no longer projects that it is possible for a hurricane or tropical storm to impact us within five days.
- The installation of hurricane shutters, screen and panels shall require ARC approval.
- 4.11 Mailboxes and Address Numbers.** Residents shall not install, alter or decorate any mailbox or post nor hang anything thereon unless authorized by the Board. The house address numbers affixed to the front wall by the developer shall not be altered or replaced in any manner, except with those approved by the Board. The address numbers shall be visible from the street per the Palm Beach County requirements.
- 4.12 Outdoor Furniture.** Outdoor furniture may be permitted in the rear yard of the Lot or the front Courtyard and may not be on Association property. The Resident assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components. The placement of such furniture must not result in any interference of the use of any neighbor's Lot or their direct view of a lake from their rear windows as defined within the ARB Guidelines or interfere with any easement or right of way. The Resident shall be responsible for the lawn maintenance where such furniture interferes with normal lawn maintenance.
- 4.13 Window/Wall Air Conditioning Units.** The installation of window or through the wall mounted air conditioning units is prohibited. Only when a Board declared emergency exists will a temporary window A/C unit be allowed to be installed and operated. After the emergency is lifted by the Board, and/or the electric service is restored, the temporary A/C unit shall be removed immediately.
- 4.14 Building Stains.** Residents who barbecue shall be responsible to clean or repaint over any smoke discoloration, which may result from such activities, to their or any adjacent residence. Similarly, rust stains from irrigation and other building stains also must be removed or repainted.

Article 5 – Vehicles and Parking

Traffic Rules. All posted traffic control signage must be strictly observed

- A. 25 MPH SPEED LIMIT** is mandatory within the community.
- B. STOP SIGNS** and all posted traffic signs must be observed by all residents and guests. Please come to a complete stop. A roll-through stop is dangerous and is a violation.
- C. Pedestrians and Bicycles** have the right-of-way at all times.
- D. Entrance Gates.** No more than one vehicle at a time shall pass through the gates.
- E. Exiting Four Seasons onto Route 441 (Left Turn).** Drivers should be mindful not to block the traffic vision of other cars that are in the center median.

- 5.1 Junk Vehicle Storage.** The Board shall give notice to any Resident/owner having “junk” motor vehicles anywhere on their Lot. For purposes of this Article, “junk” motor vehicle means any vehicle that is apparently inoperable, or is being held off the ground with jack stands or other method (other than for an emergency repair not to exceed 8 hours), or is extensively damaged, including, but not limited to, missing wheels, tires, engine, or transmission. If such vehicle is not removed or if the violation is not corrected, the Board may have the vehicle towed at the expense and sole risk of the Resident/Owner.
- 5.2 License and Insurance Requirements.** Residents shall maintain a current auto registration and all Florida State required insurance coverage for all their vehicles that are operated within the community.
- 5.3 Unlicensed and Unregistered Vehicles.** The operation of unlicensed and unregistered vehicles shall be prohibited on the common areas and Association property. Unregistered vehicles, which remain within the community for more than seventy-two hours, shall be towed at the Vehicle Owner's expense unless it is parked inside the Resident's garage. Per County Code, unregistered vehicles cannot be visible from the front of a Home.
- 5.4 Golf Carts.** Golf carts or other motorized unregistered vehicles may be stored by an Owner in their fully enclosed garage, but no golf cart may be operated on Association streets, sidewalks or other Association common areas. Any golf cart owned, leased, or used by the Association employees, or Association Vendors shall be exempt from this prohibition.
- 5.5 Other Prohibited Vehicles.** Vehicle transport carriers with more than three axles shall not be permitted to enter the community.
- 5.6 General Parking Restrictions.** Excluding personal pick-up trucks, no trucks, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except during the periods of approved construction on said Lot. The term commercial vehicle shall include all vehicles of more than eight (8) feet in height or twenty-five (25) feet in length.

Residents shall remove all ladders from their vehicles that are parked in their driveway overnight. Trailers, motor homes and recreational vehicles shall not be parked in the community. The Board may permit exceptions to the rule only on an individual temporary basis.

Article 5 – Vehicles and Parking (Continued)

- 5.7 Overnight Parking Restrictions.** Overnight parking (2 AM to 6 AM) is not permitted on any street or Association parking Lot at any time. If temporary overnight parking is required, e.g., to accommodate guests, the resident must obtain permission from the Management office and receive a permit to be placed on the dashboard.

Overnight parking of commercial vehicles is not permitted. A commercial vehicle is defined as a type used or maintained for the transportation of person for hire, compensation or profit, or designed, used or maintained primarily for transportation of a product. The vehicle may be allowed by the Association if it is parked within the garage with the garage door closed.

- 5.8 Improper Parking.** Parking is not permitted that endangers or impedes vehicular, bicycle or pedestrian traffic.
- a. Driveways and Sidewalks. Parked vehicles shall not obstruct traffic views of adjoining Homes nor shall they obstruct the abutting sidewalk, including the “apron” from sidewalk to the curb. Parking in a cul-de-sac area shall be permitted along the outer curb only.
 - b. Vehicles shall not impede or prevent ingress or egress to another Resident’s driveway or block the mailboxes during normal delivery hours.
 - c. Parking is not permitted on any grass area. Parking on swales is prohibited.
 - d. Vehicles shall not park in violation of Palm Beach County Ordinances.
- 5.9 Designated Parking Areas.** Motorized vehicles shall park only in designated parking areas.
- 5.10 Odd and Even Parking.** All vehicles parked on the street (including commercial or vendor’s vehicles), shall adhere to the odd/even alternate month parking restrictions which are posted at the community entrance gate.
- 5.11 Repair of Vehicles.** No maintenance or repairs shall be performed on any boat or motor vehicle on any Lot other than emergency repairs.
- 5.12 Automobile Fluids Disposal.** Disposal of drained automotive fluids is not allowed within the community.
- 5.13 Vehicle Washing.** Washing of a Resident’s vehicle shall be permitted only on the Resident’s driveway.
- 5.14 Bicycles and Tricycles.** All bicycles and tricycles brought to any Association common facility and its environs must be parked only in the designated bike rack areas.
- 5.15 Use of Tarps.** Vehicles parked on the driveway or on the street or any association parking lot may not be covered by a tarp or car cover. Any cover approved prior to the effective date of this rule, 2/26/16, will be allowed for that car and that car only. If an approved cover becomes unsightly, the Board may require the repair or replacement with a like cover.

Article 6 - Firearms

- 6.1 Purpose and Authority.** The purpose of this policy is to promote and regulate the safe, comfortable, and peaceful use of the Common Areas at the Association's community while respecting the rights of individuals under Florida and federal law, including the Second Amendment to the U.S. Constitution. Pursuant to Section 2(E) of Article IV of the Amended Declaration of Covenants and Restrictions for K. Hovnanian's Four Seasons at Delray Beach ("Declaration"), the Association, through its Board of Directors, has the power to adopt and enforce rules and regulations concerning the details of the operation and use of the Association Property and Common Areas.
- 6.2 Definitions**
- a. Association Property / Common Areas.** Defined by Article 1.5 of the Declaration. Such definitions refer to all property owned or controlled by the Association, including but not limited to the clubhouse, pool area, fitness center complex, sports center complex including all outdoor courts, gatehouse, parking areas, meeting rooms, sidewalks, roadway, and landscaped/open areas or any other area owned, operated, or maintained by the Association for shared use by Residents or Guests.
 - b. Vendors/Contractors.** For the purpose of this rule, vendors and contractors shall be deemed *guests* of the party — either the Owner/Resident or the Association — who engaged or invited them onto Association Property.
 - c. Firearm/Weapon.** Any device defined as a firearm or weapon under Florida Statutes or federal law, including pistols, rifles, shotguns, air guns, BB guns, stun devices, and other items commonly used as weapons.
 - d. Open Carry.** Carrying of a firearm in such a manner that it **is visible** to ordinary observation as further defined by state law.
 - e. Concealed Carry.** Carrying a firearm in a manner that is **not visible** to ordinary observation as further defined by state law.
- 6.3 Policy — General Rule**
- a. The possession, carrying (open or concealed), display, discharge or storage of firearms or weapons is prohibited while on Association Property / Common Areas except as expressly allowed in Section 6.4 (Exceptions to Policy).** This prohibition applies to Owners, Residents and their guests, vendors/contractors, and any and all other invitees or licensees while on Association Property / Common Areas.
 - b. Note that the possession, storage, or use of firearms within a private home is governed by state and federal law; nothing in this rule shall be construed to prohibit lawful ownership or storage of firearms inside a private home consistent with law.**
- 6.4 Exceptions to Policy. This policy shall not apply to:**
- a. Law enforcement officers** carrying firearms in the performance of their duties.
 - b. Authorized security personnel** retained by the Association and expressly authorized by the Board to carry firearms while on duty. Proof of credentials/insurance to be provided.
 - c. Transport in locked vehicles:** Individuals may keep firearms locked in a motor vehicle on Association Property / Common Areas in accordance with applicable state law (e.g., §790.251) and the law in force at the time. The firearm must be stored in compliance with state law (locked and not readily accessible).
 - d. Emergency situations:** Where state or federal law overrides this policy.
 - e. Individuals lawfully defending themselves** from imminent threat, consistent with applicable law.

Article 6 – Firearms (Continued)

- 6.5 Enforcement.** Violation of this policy may result in enforcement action consistent with the sections within this document (Enforcement of Rules and Regulations) and Florida law, including: written warnings, suspension of privileges to use common areas, fines, and assessment of costs for enforcement (including legal fees).

The Association may refer incidents involving criminal activity to law enforcement.

Article 7 – Pets and Animals

This article applies to the pets of Residents, their Guests and invitees.

- 7.1 Responsibility.** Residents are responsible for any property damage, personal injury or disturbance, which their pet or a visiting pet may cause or inflict. Each Resident who keeps a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability or any kind whatsoever arising from or growing out of their having any animal in the community.

All pets shall have and display evidence of all required registrations and inoculations in accordance with applicable governmental laws.

- 7.2 Permissible Animals.** Per the Declaration of Covenants and Restrictions, Article X, Section 7, no pets or animals, other than common domestic animals (such as dogs or cats) and no type of exotic pet or exotic animal shall be kept or harbored within the Properties or within the confines of a Residence, without the prior written consent of the Board. Such consent may be given upon such conditions as the Board may direct, shall only be for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time.

- 7.3 Control of Pets.** All Pets, including dogs and cats, must be hand carried or leashed and be fully controlled at all times when not within the residence of the pet's owner. No pets shall be permitted to roam unattended away from the Residence in which the pet is kept and the owner of the pet shall be responsible for cleaning up after the pet when the pet is outside of the Home of the Resident. Residents shall not allow their pets onto another Resident's Property without the consent of the other Resident.

- 7.4 Nuisance Animals.** No pet or animal shall be maintained or harbored within a Residence that creates a nuisance to any other Owner. A determination of the Board, in its sole discretion, that a pet or animal maintained or harbored within a Residence creates a nuisance, is a threat to the health and/or safety to any persons who may come to the properties from time to time, including Owners, their Guests, tenants, licensees and invitees, or is exotic, shall be binding and conclusive on all parties.

No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. Barking dogs shall be removed from the patio or enclosure. No pet(s) shall be left unattended in a vehicle or on a Resident's Lot or Association property.

If the Association determines that any pet is a nuisance, then the owner of the pet shall correct the problem or remove the pet from the community. Pets that show a dangerous propensity against people or other pets shall be required to be removed from the community.

- 7.5 Commercial Activity.** Breeding of any animals or pets including ordinary house pets, or any keeping of pets for any commercial purposes whatsoever within the community is prohibited.
- 7.6 Solid Waste.** Any solid animal waste shall be immediately picked up and placed in the pet owner's garbage. No waste shall be deposited on or within the Association common property or any Resident's Lot, including the pet owners. Such waste shall not be disposed of in the sidewalk storm sewers.
- 7.7 Service / ESA Animals.** Only service or ESA animals, as defined by Florida Fair Housing Laws, shall be permitted within the Clubhouse, Fitness Center or any Sports Center Complexes. All other pets are excluded from these areas.

Article 8 – Clubhouse

The Clubhouse environs shall be cared for in a respectful manner.

- 8.1 Hours of Operation.** Clubhouse hours shall be set by the Board and posted at the building entrance. Extension of time for social or community functions may be granted at the discretion of the Board.
- 8.2 Age Restrictions.** Children under eighteen (18) years of age are not allowed use of any of the Association facilities unless accompanied and supervised by an adult or unless otherwise noted in this document or permitted by the Board. Proof of age for children desiring use of the Clubhouse facilities may be required. Tickets to shows at the Clubhouse will not be sold for use by children under 18 years of age unless otherwise authorized by the Board.
- 8.3 Prohibited Uses**
- a. There shall be no unlawful use made of the Clubhouse. If there is a question about the appropriateness of any proposed use of the Clubhouse, then the question should be addressed to the Board through the Property Manager.
 - b. Association property shall not be used in connection with any meeting for the purpose of raising funds for any political organization or candidate. This provision does not prohibit the Association, any Resident, or an authorized Four Seasons organization from inviting speakers who may be government personnel or candidates for public office or representatives of political parties to address a meeting of Residents of the community. No religious observances or services are permitted in or on Association property.
 - c. Use of the Clubhouse facilities may be restricted or reserved as authorized by the Board.
- 8.4 Smoking Restrictions.** There shall be NO SMOKING OR VAPING anywhere inside the Clubhouse building, or outside under covered walkways, patios, or anywhere within the gated area around the swimming pool.
- 8.5 Attire.** Residents and their Guests shall dress in a fashion compatible with the occasions as noted on the flyer or tickets for the event. Bathing suits are not permitted inside the Clubhouse without appropriate cover-ups. Shirts and footwear must be worn. Towels are not appropriate cover-ups. Bathing suits are inappropriate in the Clubhouse, even with cover-ups after 6:00 PM.
- 8.6 Personal Property.** All personal belongings of Residents shall be removed from the Clubhouse when leaving. The Association shall not be responsible for belongings lost, stolen or damaged. A lost and found box will be maintained in the Management office. Any personal property which has been left on the premises for (6) six months or more may be sold by the Association without notice or otherwise disposed of and any proceeds shall belong to the Association.
- 8.7 A/V Equipment.** Radios, televisions and other sound producing equipment which are not Association property are not permitted in the Clubhouse unless in conjunction with a class or event. The use of such equipment having earphones for the exclusive private listening of the user is permitted. This rule shall in no way inhibit an Owner's right to record Board meetings or meetings of the Owners in accordance with Florida Statute.
- 8.8 Cell Phones.** In the Clubhouse and its environs, cell phones shall be operated in the vibrate mode only. Cell phone conversations shall be taken or made outside of all classrooms, card rooms, gathering room, meeting room and the event space.

Article 8 – Clubhouse (Continued)

- 8.9 Care of Building and Property.** Any person using the Clubhouse shall use due care not to damage, mar or stain the furniture, carpet, floor, fixtures and other equipment in the building. In particular and without limitations, the following should serve as guidelines:
- a. Upholstered furniture may not be used by anyone in attire or under conditions which may damage, mar or stain such furniture, including but not limited to the wearing of wet clothing, suntan lotions and/or oils.
 - b. Sitting on tables is not permitted. Chairs and other pieces of furniture shall not be used as door stops.
 - c. Any person or organization using any Clubhouse facility shall be responsible for the care and cleaning of this area. All furnishings, fixtures and equipment shall be used only for its intended purpose and shall not be moved from room to room except as authorized by Management. In the event of loss or damage to the furnishings, carpets, floors, fixtures or equipment, the cost of repairing or replacing these items shall be borne by the responsible person or organization.
 - d. No furniture or other property belonging to the Association shall be removed from the Clubhouse without prior written authorization from Management.
- 8.10 Equipment Controls.** Residents or Guests are not permitted to operate, adjust or otherwise manipulate any controls for systems such as air conditioning, pool equipment or audiovisual equipment unless specifically authorized to do so by the Board.
- 8.11 Card Rooms.** Card rooms and other sections of the clubhouse may be closed at the discretion of the Board or Property Manager. Only gaming, as defined under Florida Statute, may be played.
- a. The card rooms shall be available to all Residents on a first come, first served basis. Only one (1) non-resident Guest is permitted at any time, in any individual game, in the card rooms and Gathering Room during the periods of October 1st through April 15th. Tables and chairs in any card room may not be reserved.
 - b. Tables and chairs may be moved within the card room but must be returned to the configuration in which they were found. They may not be moved from designated card rooms unless special permission has been granted by the Board.
 - c. Dry food and bottled beverages are permitted within the card rooms. It is the players' responsibility to clean their area before leaving the Clubhouse. If a spill or damage occurs, advise the property manager or staff immediately to assure that any damage to the furniture, carpet, floors, fixtures or equipment is managed.
 - d. When playing mahjong or any other game utilizing tile like pieces, players must use a covering when playing on wooden tables.
 - e. Games permitted in the Card Rooms are also permitted in the covered patio areas.
 - f. Tables in the Gathering Room may only be used for card playing and mahjong and other tabletop games. The same prohibitions with respect to food and beverages and the moving of furniture apply when this room is used for that purpose.
 - g. The use of card shufflers is permitted.

Article 8 – Clubhouse (Continued)

8.12 Sponsored Functions:

- a. Meetings, classes, entertainment, dinners and similar events must be sponsored by the Association or by any Association sanctioned organization with prior approval by the Board or its designee at least 14 days in advance. Request for approval of an event shall be made to the Social Director or Management.
- b. Attendance at sponsored events must be open to all current Residents of the Four Seasons Community. Guest attendance is at the discretion of the sponsoring organization, with the prior approval of the Board. Current Members or Residents may invite Guests to the sponsored event when it is opened to the outside individuals. However, the charge for participation, if any, may differentiate between those who are and those who are not members of the sponsoring organization.
- c. Alcoholic beverages are not permitted at any event without the permission of the Board. The laws of the State of Florida and any other applicable ordinances with respect to the time and location of service of such beverages and the age of persons to be served must be adhered to.

8.13 Televisions and Sound Systems. Television sets and sound systems in the various rooms of the Clubhouse shall be operated in a manner which does not cause annoyance to other individuals in those rooms. In particular, if requested by any user of the room, the sound shall be modified.

8.14 Storage areas in the Clubhouse. Lockable storage cabinets provided by the Association for Association functions and sanctioned organizations shall be assigned by the Social Director at the discretion of Management and may be withdrawn at any time. Storage of firearms, combustible or flammable materials, and perishable food are not permitted.

Article 9 – Pools and Spa Area

USE OF THE POOLS AND SPA AT ANY TIME IS SOLELY AT THE USER'S OWN RISK

NO LIFEGUARD ON DUTY

- 9.1 Any injuries or accidents** should be reported immediately to Management personnel or to the emergency telephone number 866.378.1099 (24/7) when the Management office is closed. If medical attention is required, a call should be immediately made to the 911 emergency number.
- 9.2 Children under sixteen (16) years** of age must be supervised by an adult. All children must be supervised by an adult who remains at the pool and spa at all times.
- 9.3 Children in Diapers and Incontinent Adults.** may use the Swimming Pools as long as they are wearing special garments that prevent seepage. These anti seepage garments must be changed regularly and must be covered by rubber swim pants/shorts.
Diapers must be changed in the bathroom using the changing tables, not at poolside.
- 9.4 Illnesses.** For health and safety reasons, no person may use the swimming pool if that person is ill, particularly with diarrhea or any gastrointestinal condition. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pools or spa.
- 9.5 Designated Hours.** Pool and spa usage is permitted only during designated hours, which will be posted. The pool areas are not lighted after dusk and for safety reasons the use of the pool is not allowed at such time.
- 9.6 Showers** are required before entering a pool. No soaps or shampoos shall be used at the poolside showers.
- 9.7 No glass or other breakable items or sharp objects** are permitted in the pool and spa area. All trash must be placed in the containers located throughout the pool area or removed from the pool area.
- 9.8 Alcoholic beverages are not permitted.** All drinks and food must be in plastic or non-breakable containers with lids attached. The Board may waive this restriction on special occasions.
- 9.9 Swimming Attire.** All bathers must wear swimming attire. Cut-offs, jeans and Bermuda shorts are not considered appropriate swimwear. Shoes or other foot covering and cover ups or shirts must be worn outside the pool area.
- 9.10 Not Permitted.** Animals (other than service animals aiding handicapped persons), bicycles, skateboards, roller skates, in-line skates, balls and large items are not permitted in any pool area, unless the items listed are part of an HOA sanctioned activity.
- 9.11 Except for activities authorized by the Board,** there shall be no running, noisy or hazardous or bothersome activity in the pool and spa area including, but not limited to, pushing, dunking, throwing of balls, Frisbees, or other objects, spitting or spouting water and tag games or diving or jumping into the pool.

Article 9 – Pools and Spa Area (Continued)

- 9.12 Scuba Equipment.** is not to be used in the pool area except as part of an organized course of instruction or event approved by the Board.
- 9.13 Pool Furniture.** All persons in swimming attire using pool furniture are required to cover the furniture with a towel. Pool furniture and/or equipment shall not be removed from the pool area. Pool furniture may not be reserved for anyone not in the pool area. Towels placed on the pool furniture may be removed by another if such furniture is not in use for one (1) hour.
- 9.14 Walking Areas Around the Pool.** A three (3) foot walking area shall be maintained around the edge of the pools at all times. Walking areas around the pool shall not be blocked.
- 9.15 Ejection from Pool and Spa Area.** Management Personnel, Association hired security personnel or a designated member of the Board (when the first two are not available) shall have the authority to expel from the pool, spa and the pool area any person whose conduct violates these Rules and Regulations.

Article 10 – Fitness Center Complex

The Fitness Center Complex and the facilities within its environs are for the exclusive use of Residents and their Guests. The ping pong room is part of the Sports Center Complex and is NOT part of the Fitness Center Complex.

ALL EQUIPMENT SHALL BE USED AT THE SOLE RISK OF THE PERSON EXERCISING.

10.1 Cleaning of Shoes. To avoid damaging floor surfaces, all Residents and Guests must remove any clay from their shoes before entering the restrooms, Fitness Center Complex, pickleball courts or ping pong room. Shoe cleaners are located in various areas and shoes should be checked to assure they are cleaned of all clay.

10.2 Hours of Operation. Fitness Center hours shall be set by the Board and posted at the building entrance. Deviations from these hours may be granted at the discretion of the Board.

10.3 Access to the Fitness Center. The facilities are for the use of the Residents. Access to the building shall be by use of the card key, or any other means of activation that may be in place at the time, issued to each Resident by the Property Manager. No Guests may be admitted to the facility before 9:00 AM. Guests may use the facilities between 9 AM and closing.

The Four Seasons Property Manager has the authority to order any individual to leave the building when that individual is determined by the Property Manager, in their sole discretion, not to be following the rules and/or any approved posted operational guidelines.

10.4 Age Restriction. Children under the age of eighteen (18) must be accompanied by a Resident of Four Seasons at all times when in the Fitness Center Complex.

10.5 Fitness Center Studio. The operational use and guidelines for the Fitness Center Studio shall be the same as for the Fitness Center and as posted by the Property Manager in the Fitness Center.

10.6 Locker Rooms. Lockers are provided for daily use only. Overnight storage, whether locked or not locked, is NOT permitted. Locks left on lockers overnight will be removed by Management.

10.7 Sauna.

- a. Children must be supervised at all times
- b. All persons using the sauna must shower before entering the room.
- c. All persons using the sauna shall not sit directly on the benches, but shall sit on a towel or other covering.
- d. Pouring of water on the heat source in the sauna room is NOT permitted.
- e. The sauna rooms shall not be used to dry wet clothing or towels.
- f. Shaving is NOT permitted in the sauna.

10.8 Courtesy. Courtesy should be used in the sharing of all the fitness equipment at all times. Management shall resolve disagreements in the use of the equipment in the Fitness Center Complex observing the rules posted in the area and as set forth herein.

10.9 Time Limits. Use of cardiovascular equipment is limited to thirty (30) minutes when there is someone waiting to use that equipment. The timer on equipment may not be reset by a user for the purpose of the workout time when someone is waiting. Residents will have priority over Guests for use of the next available cardiovascular machines.

10.10 Cleanliness. All users shall wipe down the equipment after each use with the provided sanitizer and dispose of sanitizer in a proper receptacle.

Article 10 – Fitness Center Complex (Continued)

- 10.11 Proper Attire.** Casual workout attire is acceptable and proper athletic shoes must be worn at the fitness facilities. Only non-marking soled sneakers may be worn in the Fitness Center Complex. Open-toe footwear of any kind is NOT permitted.
- 10.12 Equipment Location.** All equipment shall be returned to their proper place after use (e.g., weights in weight rack). Stationary equipment shall not be moved.
- 10.13 Equipment Instruction.** It is the responsibility of all persons to read and follow instruction on how to use each piece of equipment, where available, prior to usage of such equipment and to use the equipment only in accordance with such instructions.
- 10.14 TV/Audio.** Television sets shall be operated in the mute mode at ALL times. Audio devices and cell phones, etc., may not be played in the Fitness Center Complex unless ear buds or headphones are used. The TV sets are for use **ONLY** with ear phones. If you do not have ear buds or headphones, use the “closed caption” button on the remote, and either mute the sound or turn the TV volume to zero (0).
- 10.15 Signs, etc.** No signs, notices, photos, posters, letters, etc., shall be posted on any of the walls, doors, or windows unless approved by the Board and placed on bulletin boards made available by the Board.
- 10.16 Prohibitions.** There shall be no unlawful, immoral or offensive use made of the Fitness Center Complex. Horseplay, profanity, disruptive conduct and indiscreet behavior are strictly prohibited. Personal coolers, food, drinks (other than water) are NOT permitted in the facility.
- 10.17 Gym Bags** of any kind shall be stored in the locker rooms and are NOT permitted in the Fitness Center.
- 10.18 Personal Trainers.** Licensed personal fitness trainers (approved by the Board) may conduct training sessions on a regular basis for which a charge may be made.
- 10.19 Health Clearance.** Any Resident or Guest with health or physical problems should first consult their physician before using any of the fitness facilities.
- 10.20 Smoking/Vaping.** Smoking and Vaping are NOT permitted in the Fitness Center Complex or within 10 feet of any entrance or exit of the Fitness Center Complex. Smoking / Vaping is permitted only in a Board designated smoking area.
- 10.21 Cell Phones.** Cell phones should be set to vibrate and calls must be received and initiated outside the premises.
- 10.22 Classes.** Scheduled fitness classes using the athletic equipment as part of the class have priority in the use of all equipment. Residents should check the scheduling board to avoid conflict in usage. Music attendant to classes must be kept inside the Fitness Center Studio at a volume not to be disturbing to members using athletic equipment.
- 10.23 Prohibited Items.** Alcoholic beverages, pipes, cigars, cigarettes or vapes, baby carriages, strollers, bikes, skates and similar equipment are NOT permitted in the Fitness Center Complex.

Article 11 –Sports Center Complex

The Sports Center Complex and all the sports courts are for the exclusive use of the Residents and their Guests. The Ping Pong room is part of the Sports Center Complex and is NOT part of the Fitness Center Complex.

The playing of tennis, pickleball, bocce ball and ping pong is a right of every Resident. These sports require courtesy from all participants. By knowing both the rules and the etiquette required, each player, at all skill levels, can contribute to making these sports an enjoyable experience for all. In any conflict between these rules and the agreement with the Tennis Pro, the provisions of the agreement with the Tennis Pro shall prevail.

- 11.1 Player Risk.** Players play at their own risk.
- 11.2 Intended Use.** The tennis courts, pickleball courts, bocce ball court and ping pong table shall be used for their intended purpose only.
- 11.3 Hours of Operation.** The courts and ping pong room are open for play 7:00 AM to 10:00 PM.
- 11.4 Cleaning of Shoes.** To avoid damaging floor surfaces, all Residents and Guests must remove any clay from their shoes before entering the restrooms, Fitness Center Complex, pickleball courts or ping pong room. Shoe cleaners are located in various areas and shoes should be checked to assure they are cleaned of all clay.
- 11.5 Courts Entry/Exit.** All Residents and Guests must walk around (not through) the Ping Pong Room (when in use) and the Fitness Center Complex to get to and from the tennis courts and pickleball courts or the bathrooms.
- 11.6 Permitted Attire.** Commonly accepted tennis attire is required (no swimsuits). Clay court shoes (flat sole) must be worn for the Tennis Courts. Proper sports attire and appropriate court shoes must be worn for pickleball, ping pong, bocce and all other areas of play by everyone at all times.
- 11.7 Conduct.** All Residents and participants will exercise proper court conduct at all times.
- 11.8 League/Private Game Participation.** Resident participation in private games or organized league teams is at the sole discretion of the game organizer or the league team captain.
- 11.9 Guest Responsibilities.** Residents will be responsible for the conduct of their Guests. Residents or Guests causing damage to the courts or equipment are liable for the damage and will be required to pay for the repair and/or replacement costs.
- 11.10 Scheduling Court Time.** Residents can schedule court time using the “Skedda” system. See Property Manager for log in details.
- 11.11 Time Limitations.** At all times, doubles and singles shall be limited to 1 ½ hours if others are waiting to play. Residents will have priority to the next available courts.
- 11.12 Resident Participation.** All non-league tennis games must have at least one Resident playing per court unless all courts are not in use. All games (Residents and non-resident Guests) that are in progress will be allowed to be completed (up to the 1½ hour limit) if all courts are occupied and new players subsequently arrive to play.
- 11.13 Age Restriction.** Children under 18 years of age are not allowed in the Sports Center Complex or on the courts without a parent or an adult.

Article 11 --Sports Center Complex (Continued)

- 11.14 Prohibited Items.** Alcoholic beverages, pipes, cigars, cigarettes or vapes shall NOT be permitted on the courts or within the surrounding area or in the Sports Center Complex.
- 11.15 League Play Priority.** Scheduled league play always has priority on court time. League and team practice schedules will be posted on the bulletin board at least 48 hours in advance unless a match must be rescheduled because of weather.
- 11.16 Pro Court.** One tennis Court will be designated as the "Pro Court". The pro court shall be available to Residents when not in use by the Pro.
- 11.17 Paid Lessons.** Paid tennis lessons shall not be given by any persons other than the Tennis Pro. The Tennis Pro must approve tennis lessons given by others. Pickleball, bocce and ping pong lessons shall be arranged by the resident. The resident is responsible for reserving the court for the lesson. The reservation shall not be made during open pickleball, bocce and ping pong play time, team practice, or league play.
- 11.18 Weather Restrictions.** Play will not be permitted when courts are wet or puddles exist.
- 11.19 Personal Belongings.** Players must remove their belongings when leaving the court areas. The HOA shall not be responsible or liable for any lost or stolen items.

Article 12 – Authorized Organizations

- 12.1 Board Authorization.** Any organization which uses the term Four Seasons as part of its name or desires to use the Four Seasons facilities, to hold any meeting or other functions, is required to obtain authorization from the Board. To obtain authorization the organization must meet the requirements detailed below.

The Board shall enter any organization which meets these requirements on the list of authorized organizations which will be permitted to sponsor meetings and other events. To maintain this authorization, a list of officers of the organization shall be submitted to the Board and revised any time there is an election of new officers. The Board must also be given a copy of any change in the organization's bylaws before such change is effective.

- 12.2 Membership Requirements.** To qualify, an organization must have ten (10) or more Members, who are current Residents of Four Seasons in "Good Standing". All members in sanctioned organizations must be either a Resident or a Guest of a Resident unless a specific exception is granted by the Board.

Organizations which are chapters or otherwise affiliated with recognized National or International organizations, e.g., ORT America, Hadassah, NCJW, etc., must submit a letter or other proof of such affiliation with the application for authorization.

- 12.3 Documentation and Insurance.** Organizations which are formed for Membership within the Four Seasons community shall submit a set of bylaws for the organization which includes a statement of the purpose of the organization, its method of governance and its agreement to adhere to the Governing Documents and these Rules and Regulations. If the organization intends to collect dues, admittance fees or other funds, the manner in which these funds will be administered and safeguarded shall be included in the bylaws. The bylaws of such organizations shall provide a financial report to the Members, at least annually, a copy of which must be provided to the Board. Such report shall include a statement of receipts and disbursements for the year and assets and liabilities, if any, of the organization. Any organization which is either separately incorporated or formed under any basis which similarly establishes personal liability protection for its officers and/or Members, e.g., LLC's, shall submit proof of liability insurance which will hold the Association harmless in case of a claim against that organization. The By-Laws shall also provide that the Association shall be held harmless against any and all claims arising from the negligence or malfeasance of any officer, director or Member of the organization.

- 12.4 Sales Tax.** "Florida law provides that each sale, admission charge, or rental is subject to payment of the state sales tax unless the transaction is specifically exempt", as defined in accordance with Florida Statute. As such, all Association organizations are legally and financially responsible for paying their non-exempt sales tax payments on a regular basis to the State of Florida.

Article 13 – Leasing of Homes

13.1 Leasing of Entire Home. An Owner shall not rent a portion of a Home, only an entire Home. No Home, or portion thereof, shall be sublet.

13.2 Short-Term Leasing Restrictions. No lease of a Residence shall be for a term of less than seven (7) months.

The listing of any Residence on a website for vacation, swap, or other transient or short term occupancy, such as Airbnb or any other publication or medium or any similar service is strictly prohibited.

13.3 Lease Provisions. Owners must include a provision in their leases that:

- a. The right of the tenant/lessee to use and occupy the Home and the Association property shall be subject to conformance with all the Association's Governing Documents and these Rules and Regulations.
- b. The Association shall have the right to terminate the lease upon the lessee's continued failure to observe and adhere to all the Association's Governing Documents and Rules and Regulations.
- c. No lease of a Residence shall be for a term of less than seven (7) months and no lease of a Residence shall be for a term of more than one (1) year. No Owner may lease their Residence more than once in a twelve month period, measured from the commencement of the most recent prior lease.
- d. An owner may own maximum of two (2) homes in the Four Seasons community. If two homes are owned, then the owner must live in one of them.
- e. Any homeowner **other than the association** must own a home for a minimum of two (2) years from purchase or transfer, except by death resulting in title of the house transferring to a family member, before they are permitted to rent (lease) the home to any renter (lessee), whether paid or not. Any renter/lessee has the right to stay in the house to the end of their rental agreement/lease term.

13.4 Liability. The Owner of the leased Home shall be jointly and severally liable with their tenant for compliance with the Governing Documents and these Rules and Regulations. They shall be jointly and severally liable to the Association to pay all assessments and/or any open claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those persons for whom the Owner is responsible.

13.5 Age Restrictions and Requirements.

- a. No Owner may lease their Home unless at least one of the intended Residents is fifty-five (55) years of age or older. An Owner who leases their Home shall submit an age verification form from the prospective tenant/lessee to the Association prior to the effective date of such lease occupancy.
- b. No Owner may lease their Home unless all of the intended occupants have reached eighteen (18) years of age.

Article 13 – Leasing of Homes (Continued)

13.6 Lease Application Requirements.

- a. Prior to leasing their Home, an Owner shall submit an application along with two checks made payable to K. Hovnanian's Four Seasons at Delray Beach Homeowners Association, Inc., in amounts established from time to time by the Board (These amounts may be changed by the Board at any time and therefore the Owner shall obtain the current amounts from Management):
 - 1) A non-refundable filing fee and;
 - 2) A security deposit to be placed in a non-interest-bearing account against any future damage to common property. A signed lease, which provides that it shall not be effective until approved by the Board, shall be attached to the application form review by the Association.
- b. The lease agreement must specify that the lessee will be granted the Use Rights of the facilities.

Enforcement of Rules and Regulations

Article 14 – Fines and Other Penalties

- 14.1 Empowerment.** The Board is empowered, pursuant to Florida Statute Section 720.305, to impose fines, assessments, and sanctions for violations. A Notice of Fine will be sent to the alleged offender by the Board via Regular and Certified mail. The schedule of fines for each violation shall be adopted by the Board from time to time. A copy of the Fine schedule for various violations will be distributed to Owners/Residents when adopted and may be viewed in the Management office during normal Management office hours.

The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination pose a danger to safety or property.

- 14.2 Fines.** The Association may levy reasonable fines, not to exceed \$100 per violation, against any Owner or any lessee, Guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate as provided in the Governing Documents.

Fines shall be collectible as assessments and are due thirty (30) days (per By Laws V.2.D.4) after notice of imposition of the penalties.

In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

- 14.3 Other Penalties.** The Association may also suspend, for a reasonable period of time, the rights of an Owner or an Owner's lessees, Guests, or invitees, any or all of them, to use common areas and facilities (see Article 15).

If an Owner is more than ninety (90) days delinquent in paying a monetary obligation to the Association, the Association may suspend the rights of the Owner, the Owner's tenant, Guest, or invitee, to common areas and facilities until the monetary obligation is paid in full (per Florida Statute Section 720.305). Common areas and facilities include, but are not limited to access to the community through the automated gate at the guard booth, the tennis courts, pickleball courts, ping pong room, bocce court, the Sports Center Complex, the Fitness Center Complex, the Clubhouse and the pool area.

- 14.4 Right to Appeal.** A fine or other penalty may not be imposed without Notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before the Appeals Committee. If the Appeals Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

- 14.5 Appeals Committee.** The Association has established and will maintain an independent Appeals Committee in accordance with the Association's Governing Documents and Florida Statute 720.305 (latest edition). The Appeals Committee shall be comprised of at least three (3) and no more than five (5) Owners who are not Members of the Board or related to any Board Member.

Article 15 – Violations and Appeals Process

- 15.1 First Offense.** The First Offense for a specific infraction of the Rules and Regulations shall be enforced with "a warning letter" to cease and desist. Failure to correct the violation shall be enforced with a \$100 fine. Such fine shall be levied for each day of a continuing violation, up to an aggregate of \$1,000. The following procedures allow the Owners to rely on timely considerations and proper determination of the proposed fine.
- a. Discovery.** An apparent violation is reported to or discovered by the Association.
 - b. First Notification.** Management will notify the Owner of a violation or violations with a notice sent by regular mail to the address of record on file with the Association. This Notice will also include a date, not less than 15 days from date of the letter, by which time the violation must be brought into compliance or provide an acceptable plan to correct the violation. The Resident should contact Property Management if they have any questions or issues with the violation. If, after discussing the issue with Property Management, the Resident may appeal the violation to the Compliance Committee, which consists of a member of the ARB, the Landscape Committee and a member of the Board of Directors. If the appeal is denied the violations process will continue.
 - c. Correcting the Violation.** The Owner must promptly correct the violation and/or contact the Management Office with a plan to correct the violation. Simultaneously, the Compliance Committee will review the Owner's proposed plan for its acceptance.
 - d. Failure to Correct the Violation.** A fine may be imposed by the Board in an amount based upon the Board approved Schedule of Fines if the violation is not corrected.
 - e. Notification of Fine.** If the violation is not corrected after the above steps occur, Management will send a letter by both Regular and Certified Mail, return receipt requested, advising the Owner of the 14 day Notice, give them an opportunity for a Hearing on the fine and the date the Appeals Committee will review the fine. The Owner may appear before the Appeals Committee to appeal the imposition of the proposed fine and should notify the Management Office of their intention to appear. If a hearing is not requested, the fine will be imposed and added to the Owner's ledger.
 - f. Decision.** The Appeals Committee, after hearing the appeal of Management's decision, will render a decision either approving or disapproving the proposed fine or suspension. A copy of said decision will be sent to the Owner, Management and the Board.
 - g. Reconsideration of Decision.** An aggrieved party may petition the Appeals Committee, in writing, for reconsideration of the fine within 14 days of the rendering of its decision. The matter will be reconsidered by the Appeals Committee if the Owner, in their petition, presents information not previously presented.
- 15.2 Second Offense.** The Second Offense for the same infraction of the Rules, during a one year period from the date of the issuance of the "warning" for the same infraction, shall be enforced by a \$100 fine. Such fine shall be levied for each day of a continuing violation, up to an aggregate of \$1,000. Additionally, a thirty (30) day revocation of the Owners use of all the Common Areas' facilities, including, but not limited to, the deactivation of the household's access card(s) or any other means of activation that may be in place at the time. ("The Common Areas' Facilities" include, but are not limited to, the Residents' and their Guests' access to the community through the automated gate at the guard booth, the Tennis Courts, pickleball courts, ping pong room, bocce court, the Sports Center Complex, the Fitness Center Complex, the Clubhouse and the pool area). The Property Manager shall have the authority to remove any person(s) and/or their Guest(s) whose revocation of access to the Common Areas' facilities is currently in force, by any lawful means available, up to, but not limited to, summoning law enforcement to remove the person(s) whose privileges have been revoked.

Article 15 – Violations and Appeals Process (Continued)

The following procedures shall apply:

- a. **Discovery.** An apparent reoccurrence of the same violation is reported to or discovered by the Association.
- b. **Notification of Fine.** Management will send a letter by both Regular and Certified Mail, return receipt requested, advising the Owner of the 14 day Notice, give them an opportunity for a Hearing on the fine and the date the Appeals Committee will review the fine. The Owner may appear before the Appeals Committee to appeal the imposition of the proposed fine and should notify the Management Office of their intention to appear.

If a hearing is not requested, the fine will be imposed and added to the Owner's ledger.

- c. **Decision.** The Appeals Committee, after hearing the appeal of Management's decision, will render a decision either approving or disapproving the proposed fine or suspension. A copy of said decision will be sent to the Owner, Management and the Board.
- d. **Reconsideration of Decision.** An aggrieved party may petition the Appeals Committee, in writing, for reconsideration of the fine within 14 days of the rendering of its decision. The matter will be reconsidered by the Appeals Committee if the Owner, in their petition, presents information not previously presented.

- 15.3 Third through Fifth Offense.** The Third through Fifth Offense for the same infraction of the Rules, during a one year period from the date of the issuance of the "warning" for the same infraction, shall be enforced by revocation of the Owner(s)' use of all the Common Areas' facilities, as set forth in Paragraph 2 above, as follows:

Third Offense: for a total of ninety (90) days.

Fourth Offense: for a total of one hundred and eighty (180) days.

Fifth Offense: for a total of three hundred and sixty four (364) days.

The following procedures shall apply:

- a. **Discovery.** An apparent reoccurrence of the same violation is reported to or discovered by the Association.
- b. **Notification of Fine.** Management will send a letter by both Regular and Certified Mail, return receipt requested, advising the Owner of the 14 day Notice, give them an opportunity for a Hearing on the fine and the date the Appeals Committee will review the fine. The Owner may appear before the Appeals Committee to appeal the imposition of the proposed fine and should notify the Management Office of their intention to appear.

If a hearing is not requested, the fine will be imposed and added to the Owner's ledger.

- c. **Decision.** The Appeals Committee, after hearing the appeal of Management's decision, will render a decision either approving or disapproving the proposed fine or suspension. A copy of said decision will be sent to the Owner, Management and the Board.

- 15.4 Applicability.** The requirements of this Article do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due, when such action is authorized by the Governing Documents.

