EXHIBIT I

EXISTING USE RESTRICTIONS

SECTION 13 OF THE DECLARATION IS REPREINTED IN ITS ENTIRETY SO AS TO REMIND ALL RESIDENTS OF THESE "USE RESTRICTIONS."

13.Use Restrictions. Each Owner must comply with the following:

13.1 Alterations and Additions. No material alteration, addition or modification to a Parcel, Lot or Home, or material change in the appearance, thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

13.2 Animals. No animals of any kind shall be raised, bred or kept within Trieste at Boca Raton for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Palm Beach County ordinances up to a limit of two (2) such pets per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Trieste at Boca Raton designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

13.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot unless approved by the ACC.

13.4Cars and Trucks.

13.4.1 Parking. Owners' automobiles shall be parked in the garage, driveway, or parking lot, as appropriate, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Trieste at Boca Raton or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall

park on the driveway of the Home and not in the roadway or swale. To the extent Trieste at Boca Raton has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Trieste at Boca Raton except during the period of a delivery. Personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Trieste at Boca Raton.

13.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Trieste at Boca Raton for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Trieste at Boca Raton, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

13.4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Trieste at Boca Raton except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Trieste at Boca Raton facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Trieste at Boca Raton. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

13.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced *as* approved by the ACC.

13.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within Trieste at Boca Raton. Notwithstanding the foregoing, and subject to

applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Trieste at Boca Raton. No solicitors of a commercial nature shall be allowed within Trieste at Boca Raton, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

13.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Trieste at Boca Raton. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACIIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN TRIESTE AT BOCA RATON AND THE RESIDENTIAL ATMOSPHERE THEREOF.

13.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Trieste at Boca Raton. The use of grills and barbecue facilities is prohibited on balconies of the Home if any.

13.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Trieste at Boca Raton without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

13.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Trieste at Boca Raton complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems_ and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever. Notwithstanding the foregoing, City shall have the right, but not the obligation, to maintain the drainage system and assess Association for the cost of the same.

13.13 Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

13.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

13.15 Fences and Walls. No walls or fences shall be erected or installed

without prior written consent of the ACC. No Lot shall have any chain link fencing within its boundaries. All screening and screened enclosures shall have the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios including, without limitation, the addition of decks shall require the prior written approved of the ACC. In the event a fence is installed within a drainage easement area without prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 16.9 hereof.

13.16 Fuel Storage. No fuel storage shall be permitted within Trieste at Boca Raton, except as may be necessary or reasonably used for spas, barbecues, fireplaces or similar devices.

13.17 Garages. Each Home may have its own garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. City will not provide solid waste collection for Trieste at Boca Raton. The Association shall contract with a private garbage hauler for solid waste collection within Trieste at Boca Raton. No outside burning of trash or garbage is permitted. No garbage *cans,* supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency and bringing the garbage cans and trash containers to the curb on designated trash pick-up day. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up.

13.19 General Use Restrictions. Each Home, the Common Areas and any portion of Trieste at Boca Raton shall not be used in any manner contrary to the Association Documents.

13.20 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13.21 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is Association's responsibility to treat and remove any such staining. The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. No Owner whose Home adjoins a waterway may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Association may use waterways, if any, to irrigate Common Areas subject to applicable permitting. Developer and/or Association shall have the right to use one or more pumps to remove water for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areai and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas

13.22 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

13.22.1 No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

13.22.2 Without the, prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Trieste at Boca Raton, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

13.22.3 No landscape lighting shall be installed by an Owner without the prior written approval
of the ACC..

13.23 Laundry. • Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. No clothes drying area may be placed in Trieste at Boca

Raton except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the clothes drying area shall not be placed within twenty-five (25') feet of the Lot's street side property line. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots or streets.

13.24 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Trieste at Boca Raton. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Trieste at Boca Raton shall be the same as the responsibility for maintenance and repair of the property concerned.

13.25 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of Association Documents. No lease term shall be less than thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in home care by a professional caregiver residing within the Home.

13.26 Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Trieste at Boca Raton. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

13.27 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Trieste at Boca Raton is permitted. No firearms shall be discharged within Trieste at Boca Raton. Nothing shall be done or kept within the Common Areas, or any other portion of Trieste at Boca Raton, including a Home, Lot or Parcel which will increase the rate of insurance to be paid by Association.

13.28 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

13.29 Paint. The exterior walls of each group of Homes that are connected to each other by Party Walls or otherwise shall be uniformly

maintained, including, but not limited to, painting and pressure cleaning, all of which may be required to be performed at the same time by the same contractor as required by the ACC or Association.

13.30 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel, Lot or Home, or any other portion of Trieste at Boca Raton, which is unsightly or which interferes with the comfort and convenience of others.

13.31 Pools. All pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the residential home structure. Pool screening shall not extend beyond the sides of the residential home structure. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

13.32 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Notwithstanding the foregoing, Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

13.33 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of Trieste at Boca Raton. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications

Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.34 Screened Enclosures. All screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet. Notwithstanding the foregoing, screening shall not be higher than the roof line of the residential home structure and shall not extend beyond the concrete foundation of such residential home structure as originally installed by Developer. Without limiting the foregoing, no screen enclosure(s) shall be permitted on the front of any residential home structure within Trieste at Boca Raton.

13.35 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

13.36 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Trieste at Boca Raton that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). No "For Sale" or "For Rent" signs shall be permitted within Trieste prior to the Community Completion Date. After the Community Completion Date, the Board has the right, but not the obligation, to allow "For Sale" or "For Rent" signs. If such signs are permitted by the Board, they must be uniform in nature and obtained directly from Association. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Trieste at Boca Raton, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American Flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty-five (45) degree angle from the Home.

13.37 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Trieste at Boca Raton without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home or Lot. Portable basketball goals are not permitted within Lots. Notwithstanding the foregoing, basketball goals which are permanently affixed to a Home are permitted so long as they are approved in advance by the ACC. No tennis courts are permitted within Lots.

13.38 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

13.39 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Trieste at Boca Raton, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

13.40 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Trieste at Boca Raton or within any Home or Lot, except those which are required for normal household use. All propane, tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

13.41 Swimming. Swimming is prohibited within any of the waterbodies adjacent to Trieste at Boca Raton, if any.

13.42 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

13.43 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

13.44 Wells and Septic Tanks. No individual wells will be permitted on any Lot except single family Lots and no individual septic tanks will be permitted on any Lot.

13.45 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

13.46 Window Guards. Interior window guardrails called window guards have been or will be installed on the third floor windows pursuant to city and/or

county code requirements. The window guards shall not be removed. If the window guards are removed, Developer shall not be responsible for any and all injury, claim, and/or damage to Owner or Owner's minor children, guests, licensees, lessees, and/or agents.

13.47 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

13.48 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window
or wall of a Home.

End of Section 13

TRIESTE OF BOCA RATON

PARKING RULES

Effective March 2017

Residents:

Residents violating guest parking rules or parking over sidewalk will be called and told to move car. Be sure to reiterate towing will occur if continued violations. Two verbal warnings are allowed. On the third offense, car is to be towed. Each offense should be documented in the parking log book by license plate number so as to be identifiable.

Guests:

If you are able to identify whom the car is visiting, call and give 5 minute warning that car must be moved or will be immediately towed. If you are not able to identify resident, tow immediately.

Please call or text property manager when any towing is being done.

TRIESTE OF BOCA RATON HOA

RULES FOR DUMPSTERS AND PODS

1) A construction deposit of $250 is required prior to delivery. Deposit must be delivered to management company at least 24 hours prior to delivery.
2) No dumpster or POD may remain on site for more than 72 hours
3) Homeowner will be fined $100 per day for extended time beyond 72 hours
4) Dumpsters must be covered after work hours
5) Dumpsters must either be on wheels or placed on plywood to protect pavers
6) Pods must be placed on plywood.
7) Area must be kept clean and free of loose debris, with minimal dust and debris generated.
8) No stockpiling is allowed. Dumpster must be emptied as soon as filled.
9) Any damage to common areas, including but not limited to curbing damage, landscape damage, oil spills, etc., shall be billed to homeowner and immediately reimbursed to Trieste HOA.
10) Placement of POD or dumpster must be completely on homeowners driveway and may not block sidewalk.

RESOLUTION OF THE BOARD OF DIRECTORS OF TRIESTE AT BOCA RATON MASTER ASSOCIATION, INC.

WHEREAS, Article 7, Section 7.9 of the Articles of Incorporation authorizes the Association to adopt Rules and Regulations governing all of Trieste at Boca Raton, including all Homes and Parcels therein; and

WHEREAS, Article 11 of the Declaration for Trieste at Boca Raton ("Declaration") requires each Owner to keep such Owner's Home well-maintained and in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the community;

WHEREAS, Article 14, Section 14.2.1 of the Declaration requires each Owner to obtain and maintain casualty insurance covering such Owner's Home; and

WHEREAS, in the event of casualty damage or destruction of a Home, Article 12, Section 12.5 of the Declaration requires each Owner to rebuild or repair within a reasonable time, and Article 14, Section 14.2.2 of the Declaration further requires each Owner to repair or reconstruct the Home within 30 days after receipt of insurance proceeds; and

WHEREAS, the Board of Directors finds that in the aftermath of major storm events, the failure of an Owner to have the required insurance covering such Owner's Home results in delays and higher costs, not just for the Owner that suffered the loss but also for adjacent Owners, in repairing and reconstructing the party walls and other common elements of the buildings containing the Homes; and

NOW THEREFORE, the Board of Directors at a duly noticed Board meeting conducted on July 19, 2018, adopted the following rules and regulations, effective July 19, 2018:

Insurance Rule

(1) Each Owner shall, as required by Article 14 Section 14.2 of the Declaration, obtain and maintain casualty insurance to cover such Owner's Home. The policy shall be purchased from an insurance company licensed to sell insurance in the State of Florida.

(2) All such insurance policies shall be in an amount sufficient to cover the replacement cost of the Home, as determined by an independent insurance appraisal. The replacement cost shall be updated at least once every 36 months.

(3) All such insurance policies shall name Trieste at Boca Raton Master Association, Inc., as a certificate holder.

(4) At any given time, the Association has the authority to request proof of insurance as outlined in this rule, and, within 15 days of receipt of such a

request, Owners shall be obligated to provide proof of such insurance. Notwithstanding, within 30 days from the date that this rule is approved, each Owner shall provide to the Association proof of the insurance required herein. Thereafter, proof of such insurance shall be provided within 30 days of issuance of any subsequent policies, including but not limited to renewals.

(5) Any Owner who fails to comply with any provision of this rule, including a failure to obtain or maintain an insurance policy; a failure to have the Association named as a certificate holder; a failure to advise the Association of any changes and/or lapse in coverage; and/or a failure to timely provide proof of such insurance, shall be subject to all available remedies, which may include but not be limited to fines as provided for in the governing documents and Florida law.

(6) Failure of the Association to pursue its remedies will not shift or otherwise abrogate the responsibility of Owners to maintain, and provide proof of adequate insurance, or otherwise alter the obligations as set forth in the Declaration and in this rule.

TRIESTE AT BOCA RATON MASTER ASSOCIATION, INC.

By: _____
John Lavender, President, on behalf of the Board of Directors

Date: 7/19/18

By: _____
Richard Orbann, Secretary, on behalf of the Board of Directors

Date: 7/19/18