Valencia Palms Property Owners' Association, Inc.

Dear Neighbor(s):

The following Rules and Regulations of the Valencia Palms Property Owners' Association, Inc., (the "**ASSOCIATION**") are effective April 25, 2023 and are issued for your use and information. They apply to all Owners, residents, guests, and tenants.

Our objective is to produce a document that will be effective in establishing the manner in which we can all live together in a congenial, respectful, and safe environment.

The Board of Directors (the "**BOARD**") believes that the provisions in these Rules and Regulations will well serve the purpose for which they were intended.

The **BOARD** will continually examine the effect of each provision as it applies to everyday events and may revise or delete any which prove unworkable or ineffective and may add additional provisions that appear to be necessary.

Any suggestions that you may have for amendments or additions will be welcomed and carefully considered.

Thank you.

The **BOARD** of Valencia Palms Property Owners' Association

Amended: November 7, 2023

Valencia Palms Property Owners' Association, Inc.

Rules and Regulations

November 7,2023

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

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VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. All initial capitalized and block capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Valencia Palms (the "**DECLARATION**").

1. **Responsibility**. With respect to compliance with these Rules and Regulations, an Owner shall be held responsible for the actions of his/her family members, guests, invitees, tenants, contractors and other persons for whom he/she exercises control and supervision.

2. **Observance of Governmental Requirements**. All applicable laws, zoning ordinances, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the ASSOCIATION PROPERTY or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

3. **Improper Use.** No improper, hazardous or unlawful use shall be made of the ASSOCIATION PROPERTY or any Home or Lot.

4. **Civility.** No Owner family member, guest, invitee or tenant of an Owner, or contractor other person over whom an Owner may be deemed to exercise control and supervision may engage in any conduct that may be deemed to constitute an assault or a battery or engage in any conduct or publish or otherwise make any statement that belittles, disparages, demeans, or impugns or is abusive to (a) any other Owner or any family member, guest, invitee or tenant of another Owner, (b) any employee of the ASSOCIATION or of any vendor providing services to the ASSOCIATION, or (c) any company or business that is owned by or under the control of any other Owner or any family member, guest, invitee or tenant of another Owner, including, without limitation, any conduct or statement impugning any such person's personal or professional character.

5. **Nuisance**. No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the ASSOCIATION PROPERTY. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of ASSOCIATION PROPERTY or any of the Homes or the surrounding areas. Nothing shall be done within the ASSOCIATION PROPERTY or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his/her family members, guests, invitees and tenants using his/her own Home or Lot or any portion of the ASSOCIATION PROPERTY.

6. **Disturbance**. No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the BOARD: (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment (other than generators during a power outage), power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

GENERAL (continued)

7. **Violations**. Violation of any Rule or Regulation or the failure to maintain an Owner's Home or Lot up to any standard established by the ASSOCIATION or the "ACC" (as defined below), including but not limited to, the Architectural Control Conditions and Community Standards, all of which shall be deemed to be included these Rules and Regulations for all purposes, shall subject the responsible Owner and/violator to any and all remedies available to the ASSOCIATION pursuant to the VALENCIA PALMS DOCUMENTS. All violations of any of the Rules and Regulations shall be reported immediately to the BOARD or to the person engaged by the BOARD to act as the day-to-day manager of the ASSOCIATION PROPERTY (the "COMMUNITY MANAGER"). Violations shall be called to the attention of the responsible Owner/s and, as appropriate, the violator/s, by the BOARD or the COMMUNITY MANAGER in writing. Disagreements concerning violations shall be presented to and be ruled upon by the BOARD, the COMMUNITY MANAGER or the Grievance Committee or the Architectural Control Committee (the "ACC") in accordance with the VALENCIA PALMS DOCUMENTS.

8. **Enforcements.** Failure of an Owner to comply with any Rule or Regulation adopted by the ASSOCIATION shall be grounds for action which may include an action to recover sums due for damages, the withholding of ASSOCIATION privileges, injunctive relief or any combination thereof. In any actions, the ASSOCIATION shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner/s and, as appropriate, any violator/s. In addition, fines and/or other sanctions may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines and/or other sanctions are spelled out in the VALENCIA PALMS DOCUMENTS and in these Rules and Regulations under "Grievance Process." The failure to cure a violation of any of the ASSOCIATION's governing documents, including but not limited to, the Declaration of Covenants, Restrictions and Easements, the Articles of Incorporation, the Bylaws, the Rules and Regulations, including the Architectural Control Conditions, and the Code of Ethics and Appropriate Board Protocol, as any of the same may be amended from time to time, within any period specified for the cure of such violation in the Schedule of Fines and Suspensions of Privileges referenced below shall be deemed to be an additional, separate and distinct violation of the same type. The failure to pay any fine imposed by the Board and confirmed by the Grievance Committee within the time period allowed for such payment shall be deemed to be a separate and distinct violation of these Rules and Regulations.

9. **Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the BOARD or the ACC shall be revocable at any time (except with respect to Owners acting in reliance on a prior waiver, consent or approval at the time of revocation) and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the BOARD.

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

11. **No Amendments of the VALENCIA PALMS DOCUMENTS.** The Rules and Regulations contained in this document do not amend any provision of the VALENCIA PALMS DOCUMENTS. In the event of any conflict between the two, the provisions of the VALENCIA PALMS DOCUMENTS shall prevail.

12. Rules Regarding Late Payment of Assessments and Other Amounts. The following procedures apply to all quarterly and special assessment payments and, where applicable, to other amounts that are properly due to the ASSOCIATION from any Homeowner.

a. Quarterly assessments are due on the 1st day of the months of January, April, July and October. Special assessments are due on the date or dates established by the BOARD. Other payments are due as provided in applicable rules and notices.
b. Payments that are not received by the ASSOCIATION IN FULL within 15 days of the due date will be considered delinquent.
c. On or after the 2nd business day after the 15th day following the due date of an assessment payment the Property Manager will notify the Homeowner in writing (a "Notice of Late Assessment") of the payment amount then due and:
   (i) that a $25.00 late fee has been added to the amount remaining unpaid,
   (ii) that interest has been and will be charged on the overdue payment until the entire amount then due has been paid IN FULL, and
   (iii) that a grievance has been filed and, unless the unpaid assessment has been paid IN FULL within 30 days of the date of the Notice of Late Assessment, the Homeowner will face the following sanctions:
      - having the home's gate transponders deactivated and/or
      - having all of the Homeowner's clubhouse privileges suspended and/or
      - having all of the Homeowner's recreational facilities privileges suspended

   At that next available Grievance Committee meeting the Homeowner will have the opportunity to explain why any or all of the above sanctions should not be enforced. Any sanction(s) confirmed by the committee will go into effect immediately and will remain in effect until the entire amount then due has been paid IN FULL.
d. If an assessment amount due has not been paid within 30 days of the date of the Notice of Late Assessment, the Property Manager is also authorized to:
   (i) notify the Homeowner that the entire amount of all assessments for the remainder of the calendar year have been accelerated (i.e., made immediately due and payable),
   (ii) notify the Homeowner that the debt may be turned over to the ASSOCIATION's attorney at any time to begin formal collection procedures, and
   (iii) send, or to ask the ASSOCIATION's attorney to send, the Homeowner a notice of intent to record a claim of lien against the Homeowner's property by registered or certified mail, return receipt requested, and by first-class United States mail. If the Homeowner fails to pay, IN FULL, the delinquent assessment together with all subsequent unpaid assessments, late fees, interest and attorneys' fees and other costs of collection within 45 days of receipt of the notice of intent, the ASSOCIATION may record a foreclosable lien against the Homeowner's property.

   In the case of both clauses (ii) and (iii) all attorney collection and court costs will be added to the debt.
e. If any amount due remains delinquent for 90 days or more, the Property Manager is authorized, without notice of any kind to the Homeowner, to suspend the Homeowner's voting rights as a member of the ASSOCIATION.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONS AND ALTERATIONS

As provided in the VALENCIA PALMS DOCUMENTS, no Owner shall make any improvement, addition or alteration to his/her Lot or to the exterior of his/her Home without the prior written approval of the ACC. All applications for ACC approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the ASSOCIATION. No changes shall be commenced until such time as the Owner is in receipt of written approval from the ACC. Verbal statements, even if made by a member of the BOARD or a member of the ACC, shall not constitute the approval required by this provision.

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the ACC. The ACC shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and a security deposit, if any, required by the ACC to cover the costs of incidental damage caused to ASSOCIATION PROPERTY or to an adjacent Lot or Home by virtue of an Owner's construction of Improvements, additions or alterations to such Owner's Lot or exterior of the Home. Notwithstanding any criteria established, the ACC shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of other Homes and Lots and the ASSOCIATION PROPERTY (collectively, the ""). The ACC shall approve or disapprove the request within forty five (45) days of receipt of the application. If approval is not received with the forty five (45) day period, unless a request is specifically deferred, the request shall be deemed disapproved. The ACC shall employ the following minimum criteria for approval or rejection of applications:

(i) Uniformity of type and design in relation to similar approved Improvements.

(ii) Comparability of quality of materials as used in existing approved Improvements.

(iii) Uniformity with respect to color, size and location.

If approved by the ACC, all construction shall be subject to the terms and conditions set forth in the VALENCIA PALMS DOCUMENTS, these Rules and Regulations and any Governmental Requirements, including the obtaining of all applicable permits.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the rights of the ACC in rejecting certain applications or employing judgment in evaluating applications, the following guidelines shall be considered when evaluating applications for Improvements. Even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every one of the following:

1. **Painting.** The painting of the exterior of a Home may only be done by the ASSOCIATION. An Owner may stain or varnish their Home's front door and/or garage door/s of his/her Home only with the prior approval of the ACC and only with the colors and style consistent with existing approved Improvements.

2. **Roofs.** Metal or aluminum roofs shall not be permitted. Only the type of material with color matching as close as possible to that originally installed may be used.

3. **Temporary Structures.** No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.

4. **Antennae.** No antennae, microwave receiving devices, satellite receiving devices (greater than one (1) meter (39.37) inches in diameter), or aerials shall be placed or erected on any Lot, within any Home or upon any other portion of the ASSOCIATION PROPERTY, except to the extent applicable law requires the ASSOCIATION to permit any such device, in which case such improvement shall be subject to all of the other requirements of the VALENCIA PALMS DOCUMENTS, the Rules and Regulations, and the ACC to the maximum extent permitted by law. The location of satellite dishes shall be concealed as reasonably as possible from adjacent lots and rights of way. Ham radio antennae shall be permitted with the prior approval of the ACC.

5. **Driveways.** Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with brick pavers of a selection, color and style consistent with the original installation. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and style are consistent with existing approved improvements, the Owner assumes the responsibility for continued maintenance, and it does not interfere with any existing utilities, as determined by the ASSOCIATION and the ACC.

6. **Screen Enclosures**. Approval for screen enclosures shall be limited to aluminum frame structures which are black, bronze or white and screen meshes on the enclosure which are a standard dark color (e.g., charcoal, bronze or black). Kick plates may be approved which are no taller than twenty four (24) inches above the patio deck. Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry, except where functionality of the front door to the home is affected, in which event the enclosure may be extended, but only to the extent the enclosure is no more than forty eight (48) inches from the front door of the home.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

7. **Awning/s and Outdoor Shades**: An Owner may install awning/s attached to his/her Home as well as an outdoor shades, subject to such rules, specifications, restrictions and conditions as determined by the ACC Committee. Owners may submit applications to the ACC for approval to install an awning to the rear wall of his/her Home provided that:
   a. The proposed awning does not in any way adversely interfere with such Owner's next door neighbor's view.
   b. The awning complies with and is subject to the specifications (including the number of awnings per Home) as determined by the ACC.

8. **Lighting Fixtures**. Approval may be given by the ACC for lighting fixtures (e.g., coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in the Community and fixture styles which are consistent with others in the Community.

9. **Security Deposit**. Any Owner applying to make Improvements to his/her Home or Lot may be required by the ACC, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide, at the time of the Owner's submission of plans and specifications for review and approval by the ACC, a security deposit of up to Five Thousand Dollars ($5,000.00) to cover the costs of incidental damage caused to ASSOCIATION PROPERTY or to an adjacent Lot or Home by virtue of such Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. The ACC shall have the sole and absolute discretion to determine whether a security deposit is required.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS: FENCES

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the rights of the ACC in rejecting certain applications or employing judgment in evaluating applications, the following guidelines shall be considered when evaluating applications for fences. Even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every fence installation.

1. Only certain styles of aluminum rail fences shall be approved.

2. No style of wood or chain link fence shall be approved.

3. No fence shall be approved or installed which encroaches into ASSOCIATION PROPERTY or other Lots.

4. No fence shall be approved which is less than four (4) feet in height or more than six (6) feet (non-lake lots) or more than five (5)feet (lake lots) in height.

5. Pickets shall not be spaced closer than three (3) inches on center and shall be no thicker than one (1) inch. Additionally, no landscaping shall be installed on Lake Lots which shall interfere with the view of the lake from other Lake Lots. Any plans for landscape improvements or alterations shall be submitted for approval to the ACC.

6. No fence shall be approved which is not set back a minimum of ten (10) feet back from the front wall of the Home and at least ten (10) feet back from the sidewalk where applicable. No fences shall be attached to a neighbor's house. In considering applications for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.

7. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two homes are immediately adjacent to each other and where both Homes face the same direction.

8. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. No such fence shall be permitted to cross a utility easement unless prior approval in writing has been obtained from all utility companies occupying the easement.

9. All fences shall require a gate to provide access to the Owner's neighboring Lot for maintenance of the neighbor's zero lot line walls, windows, leaders and gutters, and roof overhang.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS: FENCES (continued)

10. For Lots with drainage easements, the approval and execution of fence removal agreements with Palm Beach Country Utilities and/or the ASSOCIATION, as applicable, shall be required.

11. For any fence, if approved, the Owner shall be responsible to meet all County requirements and other criteria including, but not limited to, appropriate permitting and surveying.

12. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.

13. In accordance with the VALENCIA PALMS DOCUMENTS, an Owner who elects to install a fence assumes full responsibility for maintenance of the lawn and landscaping in the portion of the Lot which becomes enclosed by the fence construction. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining the irrigation system, fertilizing, spraying and edging, and replacement of sod. There shall be no reduction in the ASSOCIATION assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS: PERMANENT GENERATORS

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the rights of the ACC in rejecting certain applications or employing judgment in evaluating an application, the following guidelines shall be considered when evaluating applications for a permanent emergency generator and any underground propane or diesel storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every installation of a Generator System on a Lot.

1. **Location.** No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any ASSOCIATION PROPERTY, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements and/or lake maintenance access easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the VALENCIA PALMS DOCUMENTS and Governmental Requirements.

2. **Applications; Submittals.** All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane or diesel capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner of the Lot in favor of the ASSOCIATION and the ACC. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the ACC showing the general location and placement of all components of the Generator System, including any underground propane or diesel storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the propane or diesel storage tank and the distances from the Home on the Lot and the Home/s adjacent to the Lot on the side/s where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location, size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.

3. **Screening.** Generator systems shall at all times be screened from view by all adjacent Lot owners and from the street. Screening may include the use of fences, walls or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator System.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS: PERMANENT GENERATORS (continued)

4. **Compliance with Governmental Requirements**. For any Generator System approved by the ACC, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System, including, without limitation, applicable set-back requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by Governmental Requirements. Regardless of such an approval, the Owner's security deposit, if any, shall not be returned to an Owner unless and until evidence satisfactory to the ACC of such compliance with Governmental Requirements has been delivered to the ACC.

5. **Underground Tanks and Plumbing**. A licensed and insured liquefied propane gas or diesel tank contractor must be engaged to install any underground propane or diesel tank and any necessary plumbing. The ASSOCIATION shall be named as an additional insured by such licensed contractor prior to any such installation.

6. **Maintenance**. All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.

7. **Limitations**. Not all Lots in the Community may be able to have a Generator System installed thereon due to, among other things, Governmental Requirements, applicable set-back requirements, location of easements, and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the ACC, there is no guarantee that a particular Lot will accommodate a Generator System.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

MAINTENANCE AND APPEARANCE OF HOMES AND LOTS

1. **General.** Each Owner shall keep and maintain his/her Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his/her Home and Lot which, if omitted, would adversely affect the Community, other Owners or the ASSOCIATION. Maintenance obligations are more fully defined in the VALENCIA PALMS DOCUMENTS.

2. **Personal Property**. The personal property of an Owner shall be stored inside his/her Home or garage and not be visible to surrounding neighbors or from ASSOCIATION PROPERTY. Garage doors shall remain closed when not in use.

3. **Hurricane Season**. Each Owner who plans to be absent from his/her Home during a hurricane season shall prepare his/her Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible person or individual satisfactory to the ASSOCIATION to care for the Home and Lot should it suffer hurricane damage.

4. **Hurricane Shutters**. Only hurricane shutters provided by the DECLARANT or approved by the ACC for installation on a particular Home may be installed or used on that Home. No hurricane shutter shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by the DECLARANT or approved by the ACC as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to his/her Home within seventy two (72) hours after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on his/her Home during a hurricane watch or a hurricane warning and thereafter leaves his/her Home, that Owner must either: (a) return to his/her Home within seventy two (72) hours after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from his/her Home; or (b) make arrangements for another individual to remove such hurricane shutters from his/her Home within seventy two (72) hours after the hurricane watch or hurricane warning has been lifted. Notwithstanding the above, clear polycarbonate (Lexan or approved equivalent) hurricane shutters, if installed by the DECLARANT or approved by the ACC, may be permitted to remain over certain non-opening windows (e.g., transoms, front door sidelights, glass block) during an entire (or any portion thereof) hurricane season.

5. **Window Décor**. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.

MAINTENANCE AND APPEARANCE OF HOMES AND LOTS (continued)

6. **Landscape Material**. No trees, shrubbery or landscaping shall be removed from Lots without the prior written consent of the ACC. No trees, shrubbery or landscaping, except for like replacements of previously compliant items, are permitted to be planted on the property without the prior written consent of the ACC. ASSOCIATION owned trees may not be removed or trimmed by Owners.

7. **Alteration of Drainage**. No Owner shall remove sod, top soil, fill or muck from his/her Lot without the prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

8. **Clotheslines.** No clotheslines or similar devices shall be allowed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner.

9. **Basketball Hoops**. No permanent basketball hoops are permitted to be installed on a Lot. Temporary or mobile basketball hoops shall be permitted but only if they are stored in a garage when not in use. When in use, the temporary or mobile basketball hoops must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

10. **Holiday Lights.** Holiday lights and decorations may be installed on Lots during the same time period that the ASSOCIATION has its Holiday lights and decorations lit.

11. Notwithstanding anything in these Rules and Regulations to the contrary, all Owners shall at all times maintain their homes and lots in compliance with the then current Valencia Palms Architectural Control Conditions.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse or other waste material ("Trash") shall be kept or permitted on the Lots or ASSOCIATION PROPERTY except in sanitary, covered containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside trash pick-up). For curbside pick-up, Trash shall be placed in sanitary, covered containers.

2. Trash for collection is required to be placed at the front of a Lot and may be placed and kept at the curb after 5:00 pm on the day before the scheduled day of collection, but no earlier. Any trash containers shall be removed after pick-up on the day of collection, but in no event shall they be left outside beyond midnight of the pick-up day.

3. Tree limbs (including palm fronds), grass clippings, hedge trimmings ("Vegetation") is required to be placed at the front of a Lot and kept at the curb after noon on the day before the scheduled day of collection, but no earlier. Plastic trash bags may be used for such Vegetation.

4. No odors shall be permitted to arise from trash containers so as to render any portion of the ASSOCIATION unsanitary, offensive or a nuisance to any Owners, to the ASSOCIATION PROPERTY or to any other property in the vicinity.

5. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any Lot or the ASOCIATION PROPERTY.

6. Each Owner shall regularly pick up all trash around his/her Home and Lot.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. **PARKING**: Parking shall be permitted only on driveways, inside garages, on the streets within the residential sections, and in the Clubhouse parking lot, and only if consistent with the following restrictions. The ASSOCIATION assumes no liability for the safety of vehicles parked on the streets or in the Clubhouse parking lot.

    a. If parked on driveways, vehicles shall not obstruct traffic on the streets or any ASSOCIATION easement nor shall they obstruct the abutting sidewalk.

    b. Parking on the streets within the residential sections of the Community shall be in accordance with the following alternate side of the street parking rules: parking shall be only on the side of the street with odd numbered houses in odd numbered months (that is, January, March, May, July, September, and November) and only on the side of the street with even numbered houses in even numbered months (that is, February, April, June, August, October, and December). Furthermore, cars must not park directly opposite a driveway on the opposite side of the street.

    c. Vehicles shall not be parked in front of mailboxes.

    d. No parking is permitted on Summerland Boulevard, except for service vehicles while performing their duties.

    e. No parking is permitted within ten feet of any stop sign or any hydrant.

    f. Only vehicles belonging to authorized persons actively using the Recreational Areas are permitted to be parked in the Clubhouse parking lot, except that vehicles belonging to residents and guests authorized by the COMMUNITY MANAGER or any member of the BOARD to park there for other reasons are permitted to be parked there in accordance with the permission granted. A reason for the granting of such permission includes, but is not limited to, the overnight parking of cars by house guests when there is no room in the garage or on the driveway of the resident. If there is a need for residents to leave vehicles there while away on a bus trip for which the Clubhouse is the trip departure point, the sponsor of the bus trip must notify the COMMUNITY MANAGER.

    g. Only vehicles displaying a handicapped hangtag or license plate shall park in a designated handicapped parking space.

    h. No parking is permitted in the spaces designated for use by the Sheriff's department.

2. No overnight parking of boats or commercial vehicles is permitted unless within the garage of the Home and with the garage door closed or, in the case of a boat, on a backyard patio provided the boat is on the ground and completely covered by a brown colored tarp. Boats may not be left on the grass. As provided for in the VALENCIA PALMS DOCUMENTS, trailers, motor homes and recreational vehicles shall not be parked in the Community.

PARKING AND VEHICULAR RESTRICTIONS (continued)

3. **FINES**: The schedule of fines for parking violations shall be as set forth in the then current schedule of fines and suspensions of privileges adopted pursuant to the rules set forth in the section entitled GRIEVANCE PROCESS. If a vehicle is parking in contravention of the Rules and Regulations, and is not owned by a resident, the resident whom the operator of the vehicle is visiting shall be deemed to be in contravention of these Rules and Regulations. This includes guests and service providers.

4. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four (24) hours. The only exceptions to the preceding shall be: (a) emergency repairs; and (b) repairs made within the garage of the Home and with the garage door closed.

5. Disposal of drained automotive fluids is not allowed within the Community.

6. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owner's expense, unless parked on the Owners driveway or inside the Owner's garage.

7. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.

8. An Owner shall not keep any vehicle on a Lot which is deemed to be a nuisance.

9. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.

10. Car washing and/or detailing shall be permitted only on an Owner's driveway.

11. Owners shall maintain a current registration and all required insurance coverage for all vehicles utilized within the Community, unless left unused within their garage.

12. The COMMUNITY MANAGER shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the COMMUNITY MANAGER may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

PARKING AND VEHICULAR RESTRICTIONS (continued)

13. Car carriers are not permitted within the Community. Anyone needing to make delivery to or take delivery from a vehicle car carrier must do so outside the Community gate.

14. Driving within the community shall comply with the following:

    a. Vehicles shall come to a complete stop at all stop signs.

    b. Vehicles shall obey all posted speed signs.

    c. Cars shall not be passed unless parked or pulled over.

    d. Only one vehicle at a time may enter through the entry and exit gates.

    e. Courtesy must be shown to other drivers and pedestrians.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

ANIMALS AND PETS

1. Ordinary house pets are permitted subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the DECLARATION), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. A maximum of four (4) pets per household is permitted.

2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canarios (canary dog) or Dangerous Dog be permitted on any portion of the Community. As defined in the DECLARATION (i) a Pit Bull is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull terrier, or any dog displaying a majority of the physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a Dangerous Dog is defined as a dog which meets any of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the ASSOCIATION PROPERTY, (b) has severely injured or killed a domestic animal at any time whether on or off the ASSOCIATION PROPERTY, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the ASSOCIATION PROPERTY in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a Dangerous Dog if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the ASSOCIATION PROPERTY or, while lawfully on the ASSOCIATION PROPERTY, was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a Dangerous Dog if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.

4. Unusual pets shall not be kept, raised, bred or maintained on the ASSOCIATION PROPERTY. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines (other than cats), canines (other than dogs), rodents, birds and other creatures other than those listed above, or not maintained in a terrarium or aquarium.

5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the ASSOCIATION and hold the ASSOCIATION harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his/her having any animal in the Community.

ANIMALS AND PETS (continued)

6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.

7. All dogs and cats shall be carried or walked on a leash when outside of a Home or outside of a fenced-in area and shall be in full control by their owners at all times.

8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the ASSOCIATION PROPERTY, or on any Lot, including the Lot belonging to the pet owner.

9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its Owners.

10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.

11. If any pet becomes a nuisance by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the owner, upon written notice from the ASSOCIATION, shall be required to dispose of the pet.

12. No Owner or his/her family members, guests, invitees, tenants, contractors, and other persons for whom he/she exercises control and supervision shall inflict or cause cruelty upon or in connection with any pet.

13. The following activities are strictly prohibited on any ASSOCIATION PROPERTY and on any Lot in the Community:
    - Feeding feral animals or other wildlife with food, scraps, or garbage,
    - Attracting or enticing feral animals or other wildlife with food, scraps, garbage, or any other substance or device, and
    - Allowing the placement of food, scraps, garbage, or any other substance in a manner that attracts or entices feral animals or other wildlife.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

USE AND ENJOYMENT OF LAKES

1. Owners, or their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing and operate non-motorized or electrically powered water craft in the lakes. Notwithstanding the preceding, an Owner shall only access the lakes from the lake maintenance easement area which immediately abuts his Lot if the Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot or if an Owner of a Lake Lot wishes to access a different lake or another area of the same lake, then access to the lake shall be exclusively from the lake maintenance area abutting an Open Space Tract. There is no Open Space Tract on the main lake or on the lake between Sections F and G. The other five (5) lakes each have one Open Space Tract where such access is permitted. These are located along the east side of the following lots: A-68, B-591, B-643, F-485, and G-582.

2. Owners shall not be permitted to fish from any lake maintenance easement or lake bank area that immediately abuts another Owner's Lake Lot.

3. All persons in a permitted watercraft on a Community lake must have available with them a life vest or life jacket which is U.S. Coast Guard approved.

4. No removal or damage shall be caused to any littoral plantings.

5. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.

6. Swimming and the operation of fuel-powered water craft in the lakes is prohibited.

7. Water craft and trailers shall not be stored on the lake banks or in the easement areas. Water craft of a type which is permitted to be used within the lakes of the Community may be stored within the back yard of lots, provided, however, that it is kept on a patio and not on grass, and is kept completely covered by a brown tarp.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

LEASING OF HOMES

1. No portion of a Home other than an entire Home shall be rented by the Owner. No Home, or portion thereof, shall be sub-let.

2. All leases shall provide that the right of the tenant to use and occupy the Home and the ASSOCIATION PROPERTY shall be subject and subordinate in all respects to the provisions of the VALENCIA PALMS DOCUMENTS and these Rules and Regulations.

3. All leases shall provide that the ASSOCIATION shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the VALENCIA PALMS DOCUMENTS or these Rules and Regulations.

4. All leases shall provide for a minimum lease term of seven (7) months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven (7) months except in the event of a default by the tenant. In any event, even in the event of an early departure of a prior tenant resulting from a tenant default, the start of a rental period under any lease may not commence less than seven (7) months after the start date of the immediately preceding rental period for the rental of the Home.

5. The Owner of a leased Home shall be jointly and severally liable with his/her tenant for compliance with the VALENCIA PALMS DOCUMENTS and these Rules and Regulations and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible. The Owner shall be responsible to pay all assessments for his/her leased Home.

6. No Owner may lease his/her Home unless at least one of the intended tenants is over the age of fifty-five (55) years at the time of the occupancy. Any Owner who leases his/her Home shall submit an age verification form to the ASSOCIATION prior to the effective date of such occupancy. The BOARD, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria included in the VALENCIA PALMS DOCUMENTS but not if more than twenty percent (20%) of the Homes will not have at least one occupant over the age of fifty-five (55).

7. The Owner shall provide the ASSOCIATION with a copy of all executed leases in their entirety for the Home, and shall complete an application for a lease as required by the ASSOCIATION, together with a fee as set by the ASSOCIATION in connection with such application. No lease may be granted prior to approval by the ASSOCIATION of such lease.

8. A lessee under a lease which meets all the requirements of these Rules and Regulations shall have and enjoy all the rights and privileges possessed and enjoyed by an Owner except for the right to vote on ASSOCIATION matters. The Owner shall relinquish all the rights and privileges possessed and enjoyed as an Owner during the term of the lease, except for the right to vote on ASSOCIATION matters.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

MISCELLANEOUS RULES AND REGULATIONS

1. **Signs.** No sign (other than one security company sign per Home), display poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Lot or Home or any element of the ASSOCIATION PROPERTY without the prior written approval of the BOARD, which approval may be given, conditioned or denied in the sole and absolute discretion of the BOARD. Notwithstanding anything to the contrary contained in these Rules and Regulations, the BOARD shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale" sign or a "For Lease" sign.

2. **Barbecuing.** If an Owner barbecues on covered or screen patios or at a close distance away from any Home, then that Owner shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.

3. **Chemicals.** Except as otherwise specifically provided herein, an Owner shall not keep any flammable combustible or explosive fluids, fuels, chemicals or substances (except for household cleaning products) in any Home, its adjacent yard area or within the ASSOCIATION PROPERTY. No above-ground or under-ground propane or other fuel storage tanks shall be permitted except for (a) customary gasoline containers or propane tanks associated with barbecue grills or portable generators, and (b) an under-ground propane tank associated with a generator system approved and installed pursuant to the "Additional Guideline for Additions and Alterations – Permanent Generators" as set forth above. Any such tanks shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on ASSOCIATION PROPERTY.

4. **Moving.** Owners or tenants who are moving in or out of a Home in the Community shall do so between the hours of 8:00 am and 9:00 pm. Portable self-storage containers are permitted but may not be stored outside of the Home for more than forty eight (48) hours. Portable self-storage containers shall be placed entirely within the Lot and not in the right of way bounding the Lot. At no time shall such units be placed on ASSOCIATION PROPERTY.

5. **Solicitation.** All door-to-door commercial solicitation is prohibited. Placing of materials in or on mailboxes is a violation of Federal law and is strictly prohibited. The placing of materials on or within any portion of the Homes or Lots is also strictly prohibited unless express written permission is granted by the BOARD.

6. **Use of Lake Maintenance Areas Restricted.** No resident or guest of a resident shall go on any sections of the Lake Maintenance Area around any of the lakes of the Community that abut the back yard owned by any other resident without the permission of such resident. Notwithstanding the above, any resident needing access to such area to perform an official function for the ASSOCIATION shall have the right to such access for such purpose.

MISCELLANEOUS RULES AND REGULATIONS (continued)

7. **Vehicle Access.** The Owner/s of each Home will be issued one transponder strip per vehicle. The first two transponder strips issued to the original purchasers from the DECLARANT shall be free of charge. Replacement and additional transponder strips may be purchased by the original Owner or by subsequent Owners, or persons leasing the Home, for a fee determined by the BOARD. However, if the Owner is transferring the transponder strip from one vehicle to another, a reduced fee (determined by the BOARD) will be payable if the original transponder strip is returned. Non-working strips will be replaced without charge if notification to the COMMUNITY MANAGER is given within 30 days of issuance. In order to receive a replacement strip without charge, Owners must not remove the strip from the vehicle windshield if it is not working, but must leave it on the windshield and notify the COMMUNITY MANAGER who will take the appropriate action to remove and replace the strip. No transponder strips will be issued for, or permitted to be used on, rental vehicles or motorcycles. Owners are responsible for maintaining current license information with the COMMUNITY MANAGER.

8. New Permanent Access Lists will be required from time to time from all residents. These lists shall be limited to no more than six (6) guests and must be renewed at least once per year. There will be a separate listing on the same form for all vendors who, except on an emergency basis, will only be allowed in the Community Monday through Saturday from 8:00 am until 5:00 pm.

9. **Bicycles**. All bicycles must be equipped with either a bell or a horn. All bicyclists that use the Community sidewalks/walkways are required to ring the bicycle's bell or sound the bicycle's horn when approaching a pedestrian on the same sidewalk/walkway. It is the responsibility of the bicyclists to alert all pedestrians of their approach prior to passing them.

10. Members of the BOARD are prohibited from acting as a Chairperson or Co-Chairperson of an ASSOCIATION committee.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE

1. **Clubhouse Use:**

   a. The Clubhouse shall be available for use from 7:00 am to 11:00 pm. Time extensions for social or community events may be granted at the discretion of the BOARD or the COMMUNITY MANAGER.

   b. All persons under the age of sixteen (16) shall be accompanied by an Owner or supervising adult over the age of eighteen (18). Notwithstanding the foregoing, such persons under the age of sixteen (16) may be restricted from entering specified areas within the Clubhouse designated by the BOARD from time to time.

   c. The Clubhouse shall not be used at any time for religious services. However, in the spirit of respect and togetherness, a table decoration of a lighted Chanukah Menorah and a Christmas tree (not to exceed eight (8) feet in height) may be displayed in the Clubhouse during the Holiday Season.

   d. The Clubhouse shall not be used at any time in connection with any meeting for the purpose of raising funds for any political organization or candidate. This provision does not prohibit a member, the ASSOCIATION or a sanctioned Club or sanctioned organization from inviting speakers who may be government personnel or candidates or representatives of political parties to address a meeting of members of the Community. However, no announcement of any such meeting shall be worded in a manner to indicate support for any candidate for office or political party. If a candidate for office (whether an incumbent or not) is invited to speak within sixty (60) days of the related election, the opposition candidate/s from major political parties must also be invited to speak in the interest of fairness.

   e. For sanctioned Clubs or sanctioned organization functions held in the Social Hall where attendees will be provided with food service, sanctioned Clubs or sanctioned organizations are permitted to set up the food service in the pre-function area outside the Social Hall, subject to the following:
      a. The removal and return of the furniture and accessories from and to the pre-function area may only be performed by Valencia Palms personnel under the supervision of the COMMUNITY MANAGER.
      b. A Club or organization will forfeit its right to use this area if members of such Club or organization move any of the furniture and/or accessories or make use of the credenzas or other furnishings in the area for food service.
      c. The Club or organization shall pay the ASSOCIATION a $100 fee for the setup, cleaning and use of this area.
      d. All personal belongings shall be removed from the Clubhouse when leaving. The ASSOCIATION and its BOARD shall not be responsible for personal belongings lost or stolen.
      e. Use of POA Sound Equipment – The cost of the equipment requires that only a professional can use it and therefore Clubs such as Perform and Radio Daze would have to hire a professional sound and light company.

   f. No immoral, offensive or unlawful use shall be made of the Clubhouse.
   g. All Governmental Requirements shall also be strictly observed.

RULES FOR THE CLUBHOUSE (continued)

2. **Code of Conduct for the Clubhouse:**

   a. Bare feet, bare chests and uncovered or wet swimsuits are prohibited in the Clubhouse; other than to use the locker room facilities, provided that entry to and exit from the Clubhouse is through the door adjacent to the locker rooms directly accessing the pool area.

   b. Cushions and pillows may not be removed from the furniture situated in any room in the Clubhouse.

   c. Chairs must not be used to prop doors open.

   d. Cell phones must be turned off or turned to vibrate when in card rooms, meeting rooms or the Social Hall when meetings or other activities are taking place, and in the food service area of the Palms Cafe. Residents should leave the room when taking a call.

   e. Loud, inappropriate or obnoxious behavior or use of profanity will not be tolerated.

   f. Smoking is prohibited inside the Clubhouse, the Palms Café, and the screened Café Bistro area adjoining the Café.

3. **Use of the Card Rooms:**

   a. **Guests**: There may only be one (1) guest per card table for all card playing areas including all the three (3) card rooms, the outdoor card playing area and any other area designated for card playing May 15th thru October 3rd. Residents must have ID cards visible at each card table. If not visible, Management and/or Board may ask to see them. If more than 1 guest is found to be at a table, all parties will be asked to leave.

   b. **Number of Players**: During weekdays from 8:00 am to 5:00 pm, there shall be a maximum of five (5) chairs per table in card rooms 2 and 3 for card or Mah Jongg games. Additional players playing at a table are required to either exit the card room until their turn to play. In special circumstances, the Community Manager may allow a limited number of tables to be set up in the Social Hall if available.

   c. Card tables may not be reserved either in the card rooms or on the patio. A player must be present at a table in order to hold it.

   d. Card tables intended for use inside the clubhouse may not be moved outside and if moved it will be subject to a grievance.

   e. Cell phones must be turned off or turned to vibrate when in card rooms.

   f. When playing Mah Jongg in the card rooms, a tablecloth or mat surface must be placed on the table prior to the start of any game.

   g. Drinks in containers with lids are permitted in the card rooms. However, no food is permitted in the card rooms.

RULES FOR THE CLUBHOUSE (continued)

4. **Use of the Social Hall and Kitchen:**

   a. Reservations for the use of the Social Hall and the kitchen adjacent to the Social Hall (the "SH Kitchen") may only be made by sanctioned Clubs. Sanctioned Clubs or sanctioned organizations wishing to reserve the Social Hall and/or the SH Kitchen must make the appropriate arrangements with the COMMUNITY MANAGER.

   b. Any authorized person, sanctioned Club or sanctioned organization reserving the Social Hall and/or the SH Kitchen shall have the care, custody and control of the Social Hall and/or the SH Kitchen during the period the facility is reserved and shall, therefore, be responsible for any and all costs of repairs and/or replacements to the Social Hall and/or the SH Kitchen, its furniture, equipment, accessories, appliances and the like which are damaged or destroyed while under their care, custody and control.

   c. Any authorized person, sanctioned Club or sanctioned organization using the Social Hall and/or the SH Kitchen shall be responsible for their care and cleaning. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Social Hall and/or the SH Kitchen. Any requirement for a special set up or moving furniture requiring additional staff will be charged accordingly.

   d. All ASSOCIATION meetings and events shall take precedence over all other events in the Social Hall and SH Kitchen.

5. **Use of the Arts and Crafts Room:**
   All individuals using the Arts and Crafts Room shall exercise care and diligence in keeping any equipment in the room in good condition and in preserving the work products of others using the room.

6. **Use of the Billiard Room:** No one under the age of eighteen (18) is permitted to use the billiard equipment.

7. **General:**
   a. No equipment or supplies shall be stored in any location other than as specifically approved in writing by the COMMUNITY MANAGER.

   b. No Club or individual may post signs, notices on any of the walls, fences or windows of the Clubhouse, other than on the electronic bulletin boards made available by the ASSOCIATION for that specific purpose.

   c. Use of the Clubhouse shall be governed by all other applicable Rules and Regulations adopted by the BOARD, including but not limited to those concerning the "General Use of Association Property and Recreational Areas."

RULES FOR THE CLUBHOUSE (continued)

d. Color War banners – The Board has decided that the two banners that were painstakingly put together by the Color war teams be hung in the Arts and Crafts room under the following conditions:

   1. Regardless of how many Color War teams there may be at each Games, only the top two will be displayed.
   2. They will remain in the Arts and Crafts room for a period not to exceed one year or less than that time period if (a) another Games takes place within that 12 months in which event the top two banners from the Games take their place, or (b) if, in the opinion of the Board, the banners begin to look shabby or unsightly. The Board feels that they are definitely Arts and Crafts room worthy.

8. **Use of the Exercise Room:**
   a. All equipment shall be used at the risk of the person exercising.

   b. Children under the age of sixteen are not permitted in the Gym/Aerobics rooms. Adult guests are permitted to use the gym, but only after 11:00 am and children between the ages of sixteen and eighteen are permitted in the gym after 11:00 a.m., accompanied by an adult. Adult guests are permitted to attend our aerobics classes as well as guests between the ages of sixteen and eighteen accompanied by an adult.

   c. Proper attire, including athletic shoes and shirts, shall be worn at all times.

   d. No one is permitted to lean against or place any equipment against any mirror in the exercise room.

   e. A thirty (30) minute time limit shall apply on all cardiovascular equipment when someone is waiting to use such equipment.

   f. Equipment shall be wiped down after each person uses it.

   g. TV channels are set to different channels and no one should change a channel without the consent of the others using the exercise equipment. No volume is allowed on the TV's and headsets must be used to hear the audio.

   h. Cell phones must be turned off or turned to vibrate, and calls may only be taken outside the exercise room.

   i. Designated personal training and massage therapy services have been contracted by the ASSOCIATION and given exclusive rights. Residents may not use other trainers or therapists in the exercise room.

   j. All gym fans will remain on during the period that the gym is open. The fans will be set to low speed and the on/off switch, including the fan remote controls, will be secured inside a lock box.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO

1. **Responsibility:**

   a. With respect to the use of the ASSOCIATION PROPERTY, including the Recreational Areas, an Owner shall be held responsible for the actions and conduct of his/her family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.

   b. Non-residents are not permitted to be a member of any sanctioned club that uses ASSOCIATION facilities.

   c. Any damage to ASSOCIATION PROPERTY, including the Recreational Areas or its facilities and equipment therein/thereon, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.

   d. The ASSOCIATION shall not be responsible for any personal injury or any loss or damage to personal property in the Recreational Areas regardless of where such property is kept, checked, left or stored on the premises.

2. **General Use Restrictions:**

   a. The Recreational Areas shall be solely for the use of the Owner and his/her family members, guests, invitees or tenants, subject to the provisions of the VALENCIA PALMS DOCUMENTS and these Rules and Regulations. Any Owner, who is in arrears with respect to dues or other amounts due to the ASSOCIATION, may have his/her privileges to use the Recreational Areas suspended.

   b. Pets shall not be permitted in the Recreational Areas.

   c. The walkways and entrances of the Recreational Areas and its facilities shall not be obstructed or used for any purpose other than ingress and egress.

   d. The use of tobacco and/or non-tobacco smoke products is prohibited anywhere within the Recreational Areas, including the Sports Activity Center, except for the Clubhouse parking lot and at the entry door by the staff parking area.

   e. No food may be consumed in any of the following areas:
      - The Living room
      - Any of the three (3) card rooms
      - The Arts and Crafts room
      - The Classroom
      - The Aerobics room
      - The Fitness room
      - The Billiards room
      - The Gazebo
      - On the tennis, bocce, basketball or pickle ball courts, except at the tables set aside for those locations

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO (continued)

- The pool deck, with the exception of the designated tables outside the card playing area under the loggia.
- Within the kiddie splash-pad area

f. Beverages must be in cans, plastic bottles, plastic flasks or other containers with lids. Glass containers are not permitted on the pool deck or the kiddie splash-pad.

g. Except for ASSOCIATION functions, food and beverages are to be consumed only in the Palms Café, the Atrium adjoining the Café, the screened Café Bistro area adjoining the Café, the Sports Activity Center or at the designated tables on the pool deck outside the card playing area under the loggia.

3. **Cleanliness:**

a. It is prohibited to litter or cause debris to be put in or on any of the ASSOCIATION PROPERTY, including the Recreational Areas. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any Recreational Areas or other ASSOCIATION PROPERTY.

b. No personal articles shall be allowed to stand overnight in or on any of the ASSOCIATION PROPERTY, except as authorized by the COMMUNITY MANAGER or any member of the BOARD.

c. No garbage cans (other than those provided by the ASSOCIATION), supplies, water bottles or other articles shall be placed or left within the ASSOCIATION PROPERTY, including the Recreational Areas.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE POOL AREA

1. **POOLS:**
   a. **THERE IS NO LIFEGUARD ON DUTY IN THE POOL AREA. ALL PERSONS USING THE POOL AREA DO SO AT THEIR OWN RISK.** The ASSOCIATION and its BOARD assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool/s and/or the pool area. Persons using the pool and/or the pool area agree not to hold the ASSOCIATION and the BOARD liable for actions of any nature occurring within the pool area.

   b. Pool area hours are from dawn to dusk. No use prior to 8:00 am shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the pool area.

   c. All persons entering the pool area under the age of sixteen (16) shall be accompanied by an Owner or supervising adult over the age of eighteen (18).

   d. **RESISTANCE POOL**:
      i. No person under the age of twelve (12) shall be permitted to use the resistance pool unless they are accompanied by an adult over the age of eighteen (18).
      ii. Should any adult resident choose to use the resistance pool for "resistance walking", then at the request of such resident, children under the age of sixteen (16), must vacate the resistance pool until such time as the resident completes their use thereof.
      iii. Ball throwing or jumping off the center island is not permitted.
      iv. No floatation devices or balls are allowed in the resistance pool. Only the use of noodles is permitted.

   e. **SPA/HOT TUB**:
      i. In accordance with the Florida Department of Health Pool Code, no person under the age of twelve (12) is allowed in the spa/hot tub.
      ii. Any person between the age of twelve (12) and sixteen (16) must be accompanied by an adult over the age of eighteen (18).
      iii. All users of the spa/hot tub must read the health warnings on the sign adjacent to the spa/hot tub before entering same.
      iv. All users of the spa/hot tub acknowledge that the water temperature may reach 104 degrees.
      v. No floatation devices, balls or noodles are allowed in the spa/hot tub.

   f. **LAP POOL/LANES**: Lap lanes are designated by the stripes in the floor of the lap pool and should be used for swimming laps and walking for exercise. Reservations are required and will be managed through the office.

   g. No rafts or similar flotation devices shall be permitted in the pool area.

RULES FOR THE POOL AREA (continued)

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

   a. No nude swimming shall be allowed at any age. Children shall not be permitted in any pool unless they are toilet trained. Adults wearing incontinence clothing and children wearing diapers are not permitted in any pool.

   b. No intoxicants shall be permitted in the pool area in violation of Governmental Requirements.

   c. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the pool area, except during authorized exercise classes.

   d. No dunking, rough play, profane language, diving or jumping into the pools shall be permitted.

   e. No running, pushing, rough play or profane language in the pool area shall be permitted.

   f. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

   g. No kiddie pools are permitted on the pool deck.

3. **Health and Safety Considerations:**

   a. All users shall shower before entering any of the pools.

   b. Towels shall be placed on all pool furniture (chaise lounges and chairs) when in use.

   c. No soaps or shampoos shall be used at the poolside showers.

   d. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pools.

   e. No glass containers or other breakable objects shall be permitted in the pool area.

   f. All personal belongings shall be removed when the user is leaving the pool area. The ASSOCIATION and its BOARD shall not be responsible for any personal belongings lost or stolen.

   g. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers provided for this purpose or removed from the pool area.

RULES FOR THE POOL AREA (continued)

h. A three (3) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.

i. In accordance with Health Department regulations, animals are not permitted in the pools or on the pool deck.

4. **Use of Pool Furniture and Equipment:**

   a. Pool furniture shall not be removed from the pool area, and, if moved within the pool area, shall be returned to their original location by the person who moved it, before leaving the pool area.

   b. Pool furniture shall not be reserved for anyone not in the pool area.

   c. Pool furniture and equipment shall not be modified, altered or changed in any manner.

5. **Eating:** Eating on the pool deck is permitted in the Designated Areas (the area outside the loggia card playing area) during the hours from 11:00 am until 4:00 pm. During holiday times, the Designated Areas can be extended at the discretion of the COMMUNITY MANAGER and/or any member of the BOARD. Residents and guests may not reserve tables in the Designated Area, and are required to clean up the Designated Area used and to dispose of all garbage. The use of any glass item is prohibited within the Designated Areas.

6. **Parties, Functions or other events**: No sanctioned Club or sanctioned organization can reserve the pool deck for parties, functions or other events. However, ASSOCIATION sanctioned parties, functions, or other events are permitted on the pool deck. During these ASSOCIATION events, alcoholic beverages (not in glass containers) are permitted. These ASSOCIATION events cannot take place within four feet of the pool itself. This four foot area will be appropriately marked.

7. **Enforcement:** The COMMUNITY MANAGER or other ASSOCIATION authorized personnel have the authority to expel from the pool area anyone who fails to cooperate or follow the "Rules for the Pool Area" or whose conduct is otherwise unbecoming of a resident or guest.

8. **General:** Use of the pool area shall also be governed by all other applicable Rules and Regulations adopted by the BOARD, including but not limited to those concerning the "General Use of Association Property and Recreational Areas."

9. **Splash Pad:** All users must wear sneakers, water shoes or slip resistant footwear on the splash pad.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE SPORTS ACTIVITY CENTER (the "SAC")

1. **Sports Activity Center Use:**

   a. The SAC shall be available for use from 7:00 am to 11:00 pm.

   b. The SAC may be used for meetings by sanctioned Clubs and Committees after 1:00 pm daily. Reservation times for such meetings must be arranged with the COMMUNITY MANAGER.

   c. All persons under the age of sixteen (16) shall be accompanied by an Owner or supervising adult over the age of eighteen (18).

   d. All personal belongings shall be removed from the SAC when leaving. The ASSOCIATION and its BOARD shall not be responsible for personal belongings lost or stolen.

   e. No immoral, offensive or unlawful use shall be made of the SAC.

   f. All Governmental Requirements shall also be strictly observed.

2. **Code of Conduct for the Sports Activity Center:**

   a. No smoking is permitted in the SAC.

   b. Shoes must be cleaned prior to entering the SAC.

   c. Bare feet, bare chests and uncovered or wet swimsuits are prohibited in the SAC.

   d. Drinks in containers with lids are permitted in the SAC.

   e. Use of the SAC shall also be governed by all other applicable Rules and Regulations adopted by the BOARD, including but not limited to those concerning the "General Use of Association Property and Recreational Areas."

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE TENNIS COURTS

1. **Tennis Court Use:**
   a. Players shall play at their own risk.
   b. The tennis courts are open for play 7:00 am to 11:00 pm.
   c. Players shall maintain low noise levels at all times.
   d. Courts must be reserved before noon on the Wednesday before there is a scheduled Tennis League match. A Team/League match may reschedule for an earlier time if available.
   e. Play is limited to one and one half (1½) hours for both doubles and singles. Doubles take preference over singles when courts are being assigned. After one and one half (1½) hours, play may continue if no other players are waiting for the court.
2. **Specific Tennis Court Use Restrictions:**
   a. The tennis courts are restricted to the play of tennis only. No other activities or equipment shall be allowed on the tennis courts.
   b. Children under the age of twelve (12) must be accompanied by a resident or supervising adult over the age of eighteen (18), and shall not disrupt the play of others.
   c. No intoxicants are permitted on the courts or resting area between the courts. Smoking and pets are not permitted on Recreational Areas.
   d. All personal belongings must be removed from the tennis courts when play is complete. The ASSOCIATION and its BOARD are not responsible for lost or stolen personal belongings.
   e. All cell phones brought to the tennis courts must be in the "Vibrate" or "Off" positions only.
3. **Code of Conduct for the Tennis Courts:**
   a. Boisterous or profane language is not permitted by players or spectators, or towards another player or spectator.
   b. Walking within the fenced area during play is prohibited.
   c. Entering or leaving a court shall occur only when the play of others is between games and change of sides.
   d. Proper tennis attire and shoes must be worn at all times. No swimsuits or bare chests are allowed. Tennis sneakers are the only permitted footwear on the tennis courts.
   e. After the Captain and/or the principal tennis professional under contract with the ASSOCIATION (the "Tennis Pro") have been consulted, the Tennis Committee may attempt to deal with infractions, complaints and disruptive behavior on an informal basis with the goal of avoiding the filing of a grievance.

RULES FOR THE TENNIS COURTS (continued)

4. **Reservations and Playing Schedule:**

   a. Players may reserve a court by placing a Court Reservation Form in the reservation box adjacent to the restroom area by noon on Wednesday of the week prior to the reservation requested.

   b. The names of all players must be included in the Court Reservation Form.

   c. The reservation week runs from Monday through Sunday.

   d. The Tennis Pro is responsible for posting the schedule and assuring that requested times are assigned in a fair manner. In the event that the reservations requested exceed the number of available courts for the same time slot, the Tennis Pro will randomly assign the courts. The remaining requests will be assigned courts for the next available requested time slots.

   e. Players cannot reserve more than one time slot per day. Duplicate reservation requests will not be honored until all other players have received court assignments.

   f. Court time will be forfeited if players do not show up within ten (10) minutes of the reserved time, unless special circumstances exist and have been discussed with the Tennis Pro.

   g. If the courts lose playability during the reserved time, playing will not be extended if other players are waiting or have reservations.

   h. A resident's family may reserve non-prime court time.

   i. Outside guests may not begin play before 10:30 am. One resident must be present at the court for each court assignment. Prime tennis time is from 7:30 am to 10:30 am and is not available to outside guests at those times. The Tennis Pro will make court assignments. This is not applicable Monday through Thursday, June 1st through September 30th. A Court Reservation Form is still required.

5. **Problem Resolution:**

   a. Anyone who has a suggestion or question concerning these rules should direct comments in writing to the COMMUNITY MANAGER, who will refer it to the BOARD Liaison who may forward same to the Tennis Committee.

   b. The COMMUNITY MANAGER is responsible for supervision of the Tennis Pro and the use and maintenance of the courts. All problems that may arise in these areas are subject to the final determination of the BOARD.

6. **Signage**: All team signs at the tennis courts must be same size as and color. All banners must be approved by the BOARD.

7. **General:** Use of the tennis courts shall be governed by all other applicable Rules and Regulations adopted by the BOARD, including but not limited to those concerning the "General Use of Association Property and Recreational Areas".

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR TENNIS PLAYERS AND TEAMS

1. The Tennis Committee shall consist of at least seven (7) members and no more than nine (9) members including the chairperson/s. Tennis Committee members may not be on the Board of the Tennis Club, or, captain or co-captain of any tennis team.

2. It is the responsibility of the Tennis Committee to ensure that each team follows the team tennis rules.

3. If a player feels he/she has been treated unfairly, he/she must discuss the situation with his/her captain. If it is not remedied, the player may file a written appeal to the Tennis Committee. The Tennis Committee will take whatever steps, if any, it deems necessary to rectify the situation.

4. If inappropriate tennis behavior has occurred, it is the responsibility of the Tennis Committee to impose sanctions. Such sanctions may include, but are not limited to suspension from tennis league play and related practices, the removal of Captain or Co-Captain. At the end of the sanctioned period the player may apply to join a team following standard procedure. The above is subject to review by the BOARD and subject to its Grievance Committee. The Tennis Committee shall participate in this process.

5. If a team believes that a member of that team has become disruptive to the team, the team can vote to have the offending team member leave the team. The vote must be 2/3 vote of the entire team to force removal. The reason for the vote must be for a cause other than playing ability of the offending player. The actual cause must be stated to the player. The Tennis Committee shall also be informed promptly of any such pending vote. All votes by teams required herein are based on the total team roster, not just those players attending the meeting at which the vote is being held. Absentee ballots shall be allowed.

6. The Tennis Pro is charged with the responsibility to rate each player as needed.
   a. New residents and new players to a team or league program will be rated by the Tennis Pro within a reasonable time of being notified of a player's intention of joining a team or league. The Tennis Pro will assign the new player to the appropriate team provided (1) there is an opening on the team roster and (2) the specific league rules permit the addition of a player to the roster in mid-season. If either no opening exists or league rules prohibit additions, then under those circumstances the new resident must wait until the beginning of the next league start date to be assigned to a team.

   b. The Tennis Pro will make up the proposed team rosters and review them with the prior respective captains. After discussions with the captains, the Tennis Pro will then leave the rosters as is or modify as discussed.

   c. Proposed changes to the rosters, with reference to the Grand Slam League, can only be made at the beginning of each session, with the approval of the league, the Tennis Pro, and the players in question.

RULES FOR TENNIS PLAYERS AND TEAMS (continued)

d. Any player wishing to be considered for a team change must submit his/her request in writing to the Tennis Pro, and the Tennis Committee. This can be done by e-mail.

e. At the end of each league season, existing team players may request to switch teams. If the Tennis Pro deems that the request is appropriate, he/she will take the request into consideration when forming the teams for the next season. All requests and responses must be submitted in writing to the Tennis Pro, and the Tennis Committee. Such requests can be made by e-mail.

f. The Tennis Committee will act as binding arbitrator should the Tennis Pro and the player of the involved team/s disagree on the proposed roster.

g. The team roster will be posted on the tennis court bulletin board no later than two (2) weeks prior to the start of a specific league.

h. Players may appeal their team assignments in writing to the Tennis Pro.

   If there is no resolution, then an appeal is to be submitted in writing to the Tennis Committee for resolution as outlined below.

7. Appeal Process:

   a. Prior to the beginning of a league, players may appeal their team assignments for the upcoming league. All such appeals must be in writing to the Tennis Committee and Tennis Pro. Appeals must be received prior to the starting date of the league, unless extenuating circumstances prevent the player from doing so.

   b. Should the player/s and Tennis Pro be unable to come to a decision and an appeal is received, the Tennis Pro, the players involved and the Tennis Committee shall meet to discuss the appeal, the Tennis Committee will make the final decision. If the player decides he/she doesn't accept the decision, his/her name will be removed from the roster for that season.

   c. Any changes to the roster shall be posted prior to the beginning of the season.

RULES FOR TENNIS PLAYERS AND TEAMS (continued)

8. Any resident unable to be placed on a team roster, and other residents not on a team who do not want to play competitive tennis, shall be afforded the opportunity to participate in team practices. The Tennis Pro shall have the responsibility of determining which team practice the resident shall participate in.

9. After all teams are selected each team must have a meeting for the purpose of:

    a. Elect a new Captain and Co-Captain.

    b. Captains must describe appropriate tennis etiquette and behavior.

    c. The Captain/Co-Captain shall also consult with team players regarding cancellations or rescheduling of matches.

    d. Every team member shall be played a minimum of at least 30% of scheduled matches as long as he/she is available for all scheduled matches where applicable.

    e. If a Captain is unable to field a team, he/she will seek assistance from the Tennis Pro for additional players. No outside players allowed.

    f. Captains shall make the weekly match lineup with or without input from the Tennis Pro.

10. If a team is being formed or dissolved, the Tennis Committee, along with input from the Tennis Pro, will decide if this is possible.

11. If a player on any team quits a team (except for medical or family emergency), that player will not be allowed to join any other team during that league season.

12. Any player participating in team tennis must commit to make himself/herself available for the majority of all scheduled matches. The foregoing shall take into consideration unforeseeable events such as, but not limited to, illness and injury. If a player is not available for a majority of all scheduled matches for one (1) season/session, the Captain and the Tennis Pro will discuss the possibility of removing the player from the roster. In making the determination, the Captain and Tennis Pro shall speak with the player in question and consider the entire situation.

RULES FOR TENNIS PLAYERS AND TEAMS (continued)

13. Illness/Injury:

    a. If a player is injured and cannot play for the remainder of the league season/session, then that player may be removed from the team roster by the joint action of the Tennis Pro and the Team Captain/s. If a player is unable to play for a prolonged period, the Captains and Tennis Pro may decide to remove the player from the team roster. If the Tennis Pro and Team Captain/s cannot agree, then the Tennis Committee shall arbitrate the matter. The decision of the Tennis Committee shall be binding.

    b. If a player wants to return to play after a year of illness or injury, he/she will be reevaluated by the Tennis Pro only, before returning to the team or another team.

14. Any player who agrees to play for a team outside Valencia Palms shall not be allowed to play on a team in Valencia Palms. The exception to this rule is that he/she may play on an outside team if no conflict exists between different leagues. Only residents may join a Valencia Palms team for that league season.

    Valencia Palms residents who form their own teams outside our community, may not play at Valencia Palms as a home team and may not use Valencia Palms Name.

VALENCIA PALM PROPERTY OWNER'S ASSOCIATION, INC.
RULES & REGULATIONS

RULES FOR PICKLEBALL & BASKETBALL

1. Players shall play at their own risk. **All players must wear flat, court shoes only. No running shoes.**

2. The Sports Courts are available for use from 8:00am to dusk.

3. **Pickleball reservations are made through the Court Reservation System. Reservations are limited to 1 hour. After 1 hour, play may continue if no other players are waiting for the court. Refer to the Terms of Use set forth in the Court Reservation System Rules.**

4. The Sports Courts are restricted to the play of Pickleball and Basketball only. No other activities or equipment shall be allowed on the Sports Courts.

5. Players shall not generate excessively high noise levels at any time.

6. **During Open Play Time** for both Pickleball and Basketball, players shall be rotated for court time according to the time of arrival.

7. Pickleball has priority over Basketball at all times except when basketball has priority over pickleball:

    a. After 12:00 Noon between Christmas and New Year's Day, the two weeks surrounding Easter Sunday and Passover.
    b. **During the remaining times of the year, Basketball has priority over Pickleball from 12 noon to 1 pm.**

Irrespective of the above, **League matches, inter-community play, HOA sponsored events and club activities** shall have priority over Basketball and during June, July and August and September, such play may begin at 9 am.

8. No intoxicants, food or animals are permitted on the Sports Courts.

9. All personal belongings must be removed from the Sports Courts when play is completed. The ASSOCIATION and its BOARD are not responsible for lost or stolen personal belongings.

10. Boisterous or profane language is not permitted by players or spectators or toward another player or spectator.

11. **No guest play before 11 am daily. Children 12 years and under must be accompanied by a supervising adult (over 18 years) who will be present during court usage.**

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE BOCCE COURTS
RULES FOR BOCCE

1. **Bocce Court Use**:
   a. Players shall play at their own risk.
   b. The Bocce courts are available for use from 9:00 am to dusk.
   c. Players shall maintain low noise levels at all times.
   d. Play is limited to one hour. If no other players are waiting for the courts, play may continue.

2. **Specific Bocce court use Restrictions**:
   a. The Bocce courts are restricted to the play of Bocce only. No other activities or equipment shall be allowed on the Bocce courts.
   b. No intoxicants, food or animals are permitted on the courts. Smoking is prohibited on the Bocce courts.
   c. All personal belongings must be removed from the Bocce courts when play is completed. The ASSOCIATION and its BOARD are not responsible for lost or stolen personal belongings.

3. **Code of conduct for the Bocce courts**:
   Boisterous or profane language is not permitted by players or spectators, or towards another player or spectator.

4. **Reservations and Playing Schedule**:
   a. Residents may sign up to join the Bocce Club through the Community website.
   b. Two members of the Bocce Club will be responsible for scheduling players on weekends. Any request for playing time during the weekend must be emailed to the person/s responsible for weekend scheduling, following which the player/s will be emailed their assigned times.
   c. If the courts lose playability during any reserved playing time, play will not be extended if other players are waiting or have a reservation.
   d. A resident's family may reserve court time, but residents have priority to 11:00 am. Outside guests may not begin play before 11:00 am. One resident must be present at the court for each court assignment.
   e. Children under the age of twelve (12) may use the Bocce courts, but must be supervised by an adult over the age of eighteen (18).
   f. Monday through Friday is unreserved court time and is on a first come, first served basis.
   g. A maximum of eight (8) players are permitted to play on a court at any one time.
   h. If residents show up to play while both courts are being used, they will be rotated into games that have fewer than eight (8) players.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE "PALMS CAFÉ"

The "**CAFÉ DINING AREAS**" are defined as:

(i) the Café
(ii) the Atrium adjoining the Café
(iii) the screened "Café Bistro" area adjoining the Café

"**OPERATOR**" shall be the exclusive food service provider for the Café, authorized by the BOARD in accordance with an approved contract with such provider.

"**PATRONS**" is defined as any Valencia Palms resident and/or their guests.

"**OWNERS**" means Valencia Palms residents (or their tenants).

a. Other than for ASSOCIATION functions in the Social Hall and pre-function areas, food and beverages may only be consumed in (i) Café Dining Areas or at (ii) the covered patio area (where the card tables are situated) up to the entrance to the Café Bistro.
b. During the Palms Café business hours (8:00 am to 3:00 pm Monday through Sunday) Patrons may not consume food or beverages brought from home or elsewhere in any of the Café Dining Areas. After Palms Café business hours, the Café Bistro and Atrium areas may be used.
c. Patrons ordering "take-out" meals may not consume those meals in the Café Dining Areas, but may do so at the covered patio area (where the card tables are situated) up to the entrance to the Café Bistro.
d. The Operator may refuse service to any Patron who is abusive or displays inappropriate behavior to said operator or any of its employees. If any Patron is abusive or displays inappropriate behavior, the Operator shall promptly notify the COMMUNITY MANAGER for further disciplinary action where necessary.
e. If the Operator (or any of its employees) is abusive or displays inappropriate behavior to any Patron, the Patron shall promptly notify the COMMUNITY MANAGER who will investigate the matter and, if appropriate, after discussion with the Chair of the Café Committee, discuss with the BOARD appropriate remedial action.
f. Proper attire (including shirts or cover-ups and shoes) is required in all of the Café Dining Areas
g. Wet bathing suits are prohibited in the Café Dining Areas with the exception of the Café Bistro area; however, shirts or cover-ups and shoes are still required.
h. Use of the Café kitchen is reserved for the exclusive use of the Operator.
i. The Operator may use the Café kitchen for the purposes of catering functions in the Clubhouse, but not for catering any event outside the Community, or in the Homes of residents.
j. Patrons are prohibited entry to the Café kitchen at all times.
k. Beverage refills will be provided by the Operator only while Patrons are dining in the Café Dining Areas. Beverage refills will not be available once the Patron leaves the Café Dining Areas upon completing their meal. Beverage refills will not be provided for "take-out" meals.

RULES FOR THE "PALMS CAFÉ" (continued)

CAFÉ DEBIT CARDS

1. Each household will have a single "spending account" with two café debit cards jointly sharing the funds, for purchases at the Operator's location at the Palms Café only.

2. On or about the first week of January of each year, the spending accounts will be credited with a dollar value (the "Annual Initial Load") in the amount determined by the BOARD as part of their regular annual budget process for the ASSOCIATION.

3. Unused balances on the WHITE Café Debit Cards as of January 31 of each year will be forfeited to the OPERATOR.

4. During the months of April, July and October (or such other times as the BOARD may from time to time decide), Owners will be able to purchase additional funds (in minimum amounts of $100). These funds will be placed on a separate and distinctively different card called the "Café Reload Card". The unused balances on these cards do not expire and may be carried forward from year to year.

5. An administration charge (determined by the Board) will be payable to replace any lost or stolen card.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

GRIEVANCE PROCESS

1. Pursuant to Florida Statute Section 720.305 the BOARD is authorized to impose fines and/or to suspend the rights of members or members' tenants, guests or other invitees to use common areas and facilities (including automatic gate entry, Clubhouse privileges and/or the use of Recreational facilities) in cases of violations of the VALENCIA PALMS DOCUMENTS or these Rules and Regulations, the Architectural Control Conditions or the Code of Ethics and Appropriate Board Protocol, as the same may be amended from time to time. Fines may be up to One Hundred Dollars ($100.00) per violation unless otherwise provided in the VALENCIA PALMS DOCUMENTS. Fines may be levied for each day of a continuing violation; however, the fine may not exceed One Thousand Dollars ($1,000.00) in the aggregate unless otherwise provided in the VALENCIA PALMS DOCUMENTS.

2. The BOARD has established, and will maintain, a Grievance Committee in accordance with the VALENCIA PALMS DOCUMENTS and Florida Statute Section 720.305. The Grievance Committee will comprise at least three (3) members, or such other number as determined by the Board from time to time appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association.

3. The BOARD has established a procedure for settling grievances. This procedure envisions consideration of grievances resulting from violations of the VALENCIA PALMS DOCUMENTS or these Rules and Regulations by and between (i) the ASSOCIATION and any homeowner(s) or resident(s), and/or any sanctioned Club(s) and/or any sanctioned organization(s), (ii) any homeowner(s) or resident(s) and any other homeowner(s) or resident(s),
(iii) the OPERATOR of the Palms Café and/or any person reporting to the OPERATOR of the Palms Café and any homeowner(s) or resident(s), and (iv) any vendor providing services to the ASSOCIATION or as stated under Civility, and (v) the COMMUNITY MANAGER and/or any person reporting to the COMMUNITY MANAGER.

4. An allegation of non-compliance with the VALENCIA PALMS DOCUMENTS or these Rules and Regulations (a "grievance') may be filed, in writing on a grievance form available from the COMMUNITY MANAGER or any other written document containing at least the same information requested by the grievance form, by any person identified in paragraph (3), above,.

5. The following procedures shall apply for all grievances requiring resolution:

a. The grievance form must be signed by the person or sanctioned Club or sanctioned organization representative filing the grievance.

b. The BOARD, while retaining the right, in its discretion, to hear grievances during BOARD meetings and to impose other or different sanctions in accordance with the ASSOCIATION's governing documents in a particular case, may adopt a schedule of fines and suspensions of privileges and delegate to the COMMUNITY MANAGER the authority to notify the persons that are the subject of the filed grievance that the BOARD has determined to impose the sanctions listed on the then current schedule of fines and suspensions of privileges (the "SCHEDULE") alongside the rule that such persons are alleged to have violated or been in non-compliance

with. If the nature of a grievance is not listed on the then current SCHEDULE, the COMMUNITY MANAGER shall notify the BOARD in order to permit the BOARD to determine what sanctions are to be levied or imposed. In all cases, the COMMUNITY MANAGER shall notify, in any manner permitted by applicable law, the parties involved and, if applicable, any tenant, licensee, or invitee of an involved homeowner, informing them of the nature of the grievance, whether or not a fine is proposed to be levied and/or one or more suspensions are proposed to be imposed against the party or parties against whom the grievance was filed. If a fine or one or more suspensions is proposed, the date of a Grievance Committee hearing that shall be held no sooner than fourteen (14) days from the date of the notification shall also be provided. If the party or parties against whom the grievance was filed is/are a guest(s), tenant(s) or other invitee(s) of a homeowner (a "resident") who is not already a party to the grievance, said notification shall also be provided to the homeowner, it being the responsibility of each homeowner to ensure that the COMMUNITY MANAGER is informed at all times of any change of telephone number or address (whether e-mail, postal or other) for purposes of this and other ASSOCIATION communications.

c. At least a majority plus one of the members of the Grievance Committee shall constitute a quorum for each grievance hearing. Any person authorized to attend a grievance hearing may do so by means any communications equipment that is authorized for use at meetings of the BOARD or by which all persons in attendance can see and hear each other. Participation by such means shall constitute presence in person at a grievance hearing. Hearings are not open to the public or to the Owners other than those directly involved in a hearing either as a party, witness or Committee member.

d. Grievance Committee members hearing a grievance shall have no family or business relationship with any of the parties, unless all parties agree to have those members serve.

e. The Chairperson of the Grievance Committee, or in the Chairperson's absence, another committee member designated by the Chairperson will preside at the hearing, with each party being given an opportunity to be heard and to present witnesses regarding the alleged violation or violations and the proposed fine(s) and/or suspension(s). The role of the committee is limited to determining, by majority vote, whether to confirm or reject each proposed fine and/or suspension levied by the BOARD.

f. If the Grievance Committee does not confirm a proposed fine or a proposed suspension, the proposed fine or suspension will not be imposed. Minutes of each meeting of the Grievance Committee or another form of report will be submitted to the COMMUNITY MANAGER following the conclusion of each hearing which shall state whether the Grievance Committee, by majority vote, confirmed or rejected the BOARD'S proposed fine(s) and/or suspension(s). Such report may, but need not, include findings of fact by the Grievance Committee.

g. The COMMUNITY MANAGER shall promptly notify all applicable parties of the confirmation or rejection of the proposed fine(s) and/or suspension(s). If a proposed fine or suspension has been confirmed, the COMMUNITY MANAGER must provide written notice of such fine or suspension by mail or hand delivery, or in such other manner as may be permitted by applicable law, to the homeowner and, if applicable, to any tenant, licensee, or invitee of the homeowner. Any fines confirmed by the Grievance Committee shall be due and payable thirty (30) days after issuance of the notice of confirmation.

GRIEVANCE PROCESS (Continued)

6. In the event a homeowner or resident has had privileges suspended and another homeowner or resident provides assistance to the suspended homeowner/resident in exercising some or all of the suspended privileges, the homeowner/resident providing such assistance (i) will be presumed to have violated or been in non-compliance with the same rule as the suspended homeowner/resident and (ii) will be deemed to have had a written grievance filed with the COMMUNITY MANAGER against him or her for violation of, or non-compliance with, such rule.

7. Committee members, Owners and witnesses should maintain the confidentiality of each hearing and of all decisions. Only the presiding Chair may discuss the outcome of a hearing with the Board. Committee proceedings and decisions are not to be discussed by any Committee members with Owners who are or are not directly involved with a particular hearing.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

SCHEDULE OF FINES AND SUSPENSIONS OF PRIVILEGES

Fines and/or suspensions for violations of, and non-compliance with, the ASSOCIATION's governing documents, including but not limited to, the Declaration of Covenants, Restrictions and Easements, the Articles of Incorporation, the Bylaws, the Rules and Regulations, including the Architectural Control Conditions, and the Code of Ethics and Appropriate Board Protocol, as the same may be amended from time to time, may be imposed by the BOARD and enforced if approved in accordance with the ASSOCIATION's Grievance Process, as the same may be amended from time to time. The fines and suspensions listed below have been determined by the BOARD to be reasonable and appropriate in most instances for violations of, and non-compliance with, the governing documents. The COMMUNITY MANAGER has been delegated the authority to initially investigate all allegations of violations or other non-compliance with the ASSOCIATION's governing documents ("grievances") and to notify any person or persons against whom a grievance has been filed of the fine and/or suspension proposed to be imposed. The rules below are listed under captions corresponding to the sections of the ASSOCIATION's Declaration of Covenants, Restrictions and Easements and Rules and Regulations in which those rules are described. These captions are for convenience of reference only; all rules are described in the ASSOCIATION's governing documents. **In the event a violation or other instance of non-compliance is of a continuing nature, the applicable fine may be imposed for each calendar day during which such non-compliance persists.** * In addition to fines and suspensions, the BOARD may take any other action permitted by law to enforce the provisions of the ASSOCIATION's governing documents. Also, the BOARD retains the right, in its discretion, to impose other or different sanctions in accordance with the ASSOCIATION's governing documents.

For the purpose of this Schedule, "suspension (i.e., loss of use) of" means, with respect to:

1. Gate Transponder, deactivation of the home's transponders that activate the gate arm at the Residents' entrance to Valencia Palms;
2. Clubhouse Privileges, denial of participation in any POA and club activities in the clubhouse and access to, and use of, all clubhouse activities, including, without limitation, the social hall, the card rooms, the billiard room, the gym, the aerobics room, and the café; and
3. Recreational Facilities, means denial of use of the splash pad, the pools and hot tub, and the tennis, basketball/pickleball, and bocce courts.

If the remedy for a violation requires the filing of an application for approval with the ARCHITECTURAL CONTROL COMMITTEE ("ACC"), the running of the applicable time periods available to cure the violation will be stopped from the date of the filing of the application until either (a) the date the application is denied or (b) the expiration of the time allowed by the ACC for completion of the remedy.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration")

The following sanctions for violations of any limitations or restrictions in the Declaration, as it may be amended from time to time, are in addition to and not in substitution of any remedies provided for in Article XI of the Declaration.

	FINE*	and/or SUSPENSION (i.e., Loss of Use of...)
MAINTENANCE AND REPAIR OBLIGATIONS		
Unapproved Occupancy of Home (i.e., Occupant less than 20 years Old or No Occupant at Least 55 Years Old)		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100 per week*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days

ASSESSMENTS		
Failure to Pay Quarterly Assessment Within 15 Days of the Due Date		Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities until all amounts then due are paid IN FULL

RULES AND REGULATIONS

	FINE*	and/or SUSPENSION (i.e., Loss of Use of...)
GENERAL		
Civility		
First Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Second Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Failure to Pay for Gate Arm Replacement within 14 Days of Demand		
First Violation	$100	Gate Transponder for 30 days
Each Additional 10 days' Failure to Pay	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Failure to Pay any Fine within 30 Days after Issuance of Notice of Confirmation		
First Violation	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Pay	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days

Improper Use and Nuisance or Disturbance		
First Violation	Warning with 1 day to Cure+ if a person's health or safety is at risk, otherwise, 5 days to Cure+	
Second Violation or Failure to Cure within the applicable grace period	$100	Gate Transponder for 14 days
Third Violation or Failure to Cure in Additional 7	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 45 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$100 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
All Other Violations		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 14 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$100	Gate Transponder for 60 days
ADDITIONS AND ALTERATIONS		
Unapproved Permanent Addition or Alteration		
First Violation	$100 with 60 days to Cure+	
Second Violation or Failure to Cure in 60 days	$100 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Each Additional Violation or Each Additional 60 days' Failure to Cure	$100 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Unapproved Temporary Addition or Alteration		
First Violation	$100 with 14 days to Cure+	
Second Violation or Failure to Cure in 14 days	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 15 days
Each Additional Violation or Each Additional 14 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
MAINTENANCE AND APPEARANCE OF HOMES		
Violations Not Susceptible to an Easy Remedy: i.e., Landscape Material/Alteration of Drainage		
First Violation	Warning with 45 days to Cure+	
Second Violation or Failure to Cure in 45 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Failure to Maintain, Repair or Restore the Home, Lot and Improvements		
First Violation	Warning with 21 days to Cure+	
Second Violation or Failure to Cure in 21 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 21 days' Failure to Cure	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
All Other Violations		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder for 60 days

TRASH AND OTHER MATERIALS		
Accumulation (of stripped-down vehicles, building materials, landscaping debris, metals, scrap, automobile pieces or parts, or trash)		
First Violation	Warning with 2 days to Cure+	
Second Violation or Failure to Cure in 2 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 2days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
All Other Violations		
First Violation	Warning with 7 days to Cure+	
Second Violation or Failure to Cure in 7 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$50 per day*	Gate Transponder for 30 days
PARKING AND VEHICULAR RESTRICTIONS		
Disposal of Drained Automotive Fluids		
First Violation	$100 with Notice to Pay ASSOCIATION's Service Provider for Remediation Costs	Gate Transponder for 30 days
Second Violation or the Failure to Pay ASSOCIATION's Service Provider in accordance with the Provider's Terms	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Each Additional Violation or Each Additional 30 days' Failure to Pay	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Outdoor Vehicle Repair or Restoration		
First Violation	Warning with 7 days to Cure+	
Second Violation or Failure to Cure in 7 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Operating or Keeping Un-garaged a Vehicle Deemed to Be a Hazard or a Nuisance		
First Violation	Warning with 3 days to Cure+	
Second Violation or Failure to Cure in 3 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 3 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Unauthorized Use of a "Parking by Disabled Permit" Space or "VPSNR Permit" Space		
First Violation	$100	Gate Transponder for 30 days
Each Additional Violation	$100	Gate Transponder for 90 days
All Other Parking Violations		
First Violation	Warning with 1 day to Cure+	
Second Violation or Failure to Cure in 1 day	$100	Gate Transponder for 10 days
Third Violation or Each Additional 1 day's Failure to Cure	$50 per day*	Gate Transponder for 30 days
Each Additional Violation or Each Additional 1 day's Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days

Stop Sign, Speeding and Passing Driving Violations		
First Violation	$100	Gate Transponder for 14 days
Second Violation	$100	Gate Transponder for 30 days
Third Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
All Other Driving Violations		
First Violation	Warning+	
Second Violation	$100	Gate Transponder for 14 days
ach Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
ANIMALS AND PETS		
Keeping Unpermitted/Dangerous Pet		
First Violation	Warning with 7 days to Cure+	
Second Violation or Failure to Cure in 7 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Feeding Wildlife		
First Violation	Warning with 1 day to Cure+	
Second Violation or Failure to Cure in 1 day	$100	Gate Transponder for 30 days
Third Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Failure to Pick Up and Remove Solid Animal Waste or Unauthorized Deposit of Solid Animal Waste		
First Violation	$50	Gate Transponder for 14 days
Second Violation	$100	Gate Transponder for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
All Other Violations		
First Violation	Warning with 7 days to Cure+	
Second Violation or Failure to Cure in 7 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

USE AND ENJOYMENT OF LAKES		
Removal or Damage to Littoral Plantings		
First Violation	$100 with Notice to Pay ASSOCIATION's Service Provider for Repair or Restoration of Littoral Plantings	
Second Violation or the Failure to Pay ASSOCIATION's Service Provider in accordance with the Provider's Terms	$100 (with Notice if new violation)	Gate Transponder for 14 days
Each Additional Violation or Each Additional 30 days' Failure to Pay	$100 (with Notice if newviolation)	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Planting, Fencing or Other Improvements		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
All Other Violations		
First Violation	Warning, if curable with 2 days to Cure+	
Second Violation or Failure to Cure in 2 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 2 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
LEASING OF HOMES		
Failure to Obtain Association Approval of Lease or Unpermitted Occupant		
First Violation	Warning with 10 days to Cure+	
Each Additional Violation or Failure to Cure in 10 days	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 180 days
All Other Violations		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 14 days
Each Additional Violation or Failure to Cure in 10 days	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days

MISCELLANEOUS RULES AND REGULATIONS		
Display of Sign		
First Violation	Warning with 2 days to Cure+	
Second Violation or Failure to Cure in 2 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 2 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Storage of Hazardous Substances or Self-Storage Container Violation		
First Violation	Warning with 2 days to Cure+	
Second Violation or Failure to Cure in 2 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 2 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Multiple Website Posts/Comments Removed for TOU Violations		Access to Website and/or Gate Transponder, and/or Clubhouse Privileges and/or Recreational Facilities for a period determined by the BOARD

All Other Violations		
First Violation	Warning, if curable with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

RULES FOR THE CLUBHOUSE		
CLUBHOUSE USE		
Immoral, Offensive or Unlawful Use – See GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO		
Club's Failure to Move Furniture Back		
First Violation	Warning+	
Second Violation	$100	The Clubhouse for Future Events for 3 days
Each Additional Violation	$100	The Clubhouse for Future Events for 180 days
Club's Misuse of the Social Hall and Kitchen		
First Violation	Warning+	
Second Violation	$100	The Social Hall and/or Kitchen for Future Events for 60 days
Each Additional Violation	$100	The Social Hall and/or Kitchen for Future Events for 365 days
All Other Violations		
First Violation	Warning, if curable with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO		
Immoral, Offensive or Unlawful Use		
First Violation	$100 with Notice to Cease and Desist Immediately	Gate Transponder for 14 days
Second Violation or Failure to Cease and Desist Immediately	$100	Gate Transponder for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Failure to Pay for Repair or Replacement of Damage to ASSOCIATION Property Within 14 Days of Demand		
First Violation	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 14 days' Failure to Pay	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
All Other Violations		
First Violation	Warning with 3 days to Cure+	
Second Violation or Failure to Cure in 3 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 3 days' Failure to Cure	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE POOL AREA		
Immoral, Offensive or Unlawful Use – See GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO		
Unauthorized Use of Intoxicants		
First Violation	Warning *	
Second Violation	$100	Gate Transponder for 15 days and/or the Pool area, including all pools for15 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days and/or the Pool area, including all pools for 90 days
Entering Pool Wearing Incontinence Garment/Diaper or Bandages or While Infected or with an Open Sore		
First Violation	$100	Gate Transponder and/or Pool Area Privileges for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
All Other Violations		
First Violation	Warning *	
Second Violation	$100	Gate Transponder for 10 days and/or the Pool area, including all pools for30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days and/or the Pool area, including all pools for 90 days

RULES FOR SPORTS ACTIVITY CENTER ("SAC")		
Immoral, Offensive or Unlawful Use – See GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO		
All Other Violations		
First Violation	Warning*	
Second Violation	$100	Gate Transponder for 10 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

RULES FOR THE TENNIS, PICKLEBALL, BASKETBALL & BOCCE COURTS		
Immoral, Offensive or Unlawful Use – See GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL AREAS INCLUDING THE GAZEBO		
Use of Intoxicants		
First Violation	Warning*	
Second Violation	$100	Gate Transponder for 15 days and/or all of the Courts for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days and/or all of the Courts for 60 days

All Other Violations		
First Violation	Warning+	
Second Violation	$100	Gate Transponder for 10 days and/or all of the Courts for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days and/or all of the Courts for 90 days
RULES FOR TENNIS PLAYERS AND TEAMS		
All Violations		
First Violation	Warning+	
Second Violation	$100	Gate Transponder for 10 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

RULES FOR THE "PALMS CAFÉ"		
Abusive or Inappropriate Behavior		
First Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 15 days and/or the Café for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days and/or the Café for 60 days
Third Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days and/or the Café for 90 days
All Other Violations		
First Violation	Warning+	
Second Violation	$100	Gate Transponder for 10 days and/or the Café for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days and/or the Café for 90 days

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

ARCHITECTURAL CONTROL CONDITIONS

	FINE*	and/or SUSPENSION (i.e., Loss of Use of...)
GENERAL CONDITIONS		
Disturbance of an Easement, Change of Grade/Swales and Utility/Irrigation Lines Violations		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 14 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Disposal of Debris and Outside Equipment Storage		
First Violation	Warning with 2 days to Cure+	
Second Violation or Failure to Cure in 2 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 2 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
All Other Violations		
First Violation	Warning with 7 days to Cure+	
Second Violation or Failure to Cure in 7 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

LANDSCAPING		
Violations Pertaining to Trees and Sod		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 14 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
All Other Violations (including, for example, Failure to Replace Mulch, Stones, Dead Plants, etc.)		
First Violation	Warning with 15 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

ADDITIONAL PAVED PATIO, DRIVEWAYS AND WALKWAY PAVERS, DRIVEWAY MODIFICATIONS		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days

FENCING/FRONT ENTRANCE RAILING WITH CENTER GATE/SCREEN ENCLOSURES/POOL AND SPA/HURRICANE SHUTTERS, GENERATORS AND SOLAR PANELS		
Structural Violations		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Non-Structural Violations		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 14 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Unpermitted Closure of Hurricane Shutters		
First Violation	$100 with 2 days to Cure+	
Second Violation or Failure to Cure in 2 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 2 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

SATELLITE DISH OR EXTERIOR ANTENNA/LEADERS AND GUTTERS		
Structural Violations		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Non-Structural Violations		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 10 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
STROBE LIGHTS/SECURITY LIGHTS, CAMERAS, HORNS, SIRENS		
First Violation	Warning with 7 days to Cure+	
Second Violation or Failure to Cure in 7 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 7 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days

AWNINGS AND OUTDOOR SHADES		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 14 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days

OTHER MODIFICATIONS AND ALL OTHER VIOLATIONS		
Structural Violations		
First Violation	Warning with 30 days to Cure+	
Second Violation or Failure to Cure in 30 days	$100	Gate Transponder for 30 days
Each Additional Violation or Each Additional 30 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days
Non-Structural Violations		
First Violation	Warning with 10 days to Cure+	
Second Violation or Failure to Cure in 10 days	$100	Gate Transponder for 14 days
Each Additional Violation or Each Additional 10 days' Failure to Cure	$50 per day*	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days

CODE OF ETHICS AND APPROPRIATE BOARD PROTOCOL – SHOULD NOT PROVISIONS Code of Ethics for Board Members & Committee Members		
Use Position for Personal Gain or to Seek Advantage over Another Person, Use Association Funds for Personal Benefit, or Accept Gifts from Owners, Residents, Contractors or Suppliers		
First Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 180 days
All Other Violations		
First Violation	Warning+	
Second Violation	$100	Gate Transponder for 10 days
Third Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 60 days

CODE OF ETHICS AND APPROPRIATE BOARD PROTOCOL – SHOULD NOT PROVISIONS Appropriate Board Protocol		
All Violations		
First Violation	Warning+	
Second Violation	$100	Gate Transponder for 10 days
Third Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 30 days
Each Additional Violation	$100	Gate Transponder and/or Clubhouse Privileges and/or Recreational Facilities for 90 days

* The maximum fine imposable for a single violation is $100. The maximum fine imposable for each day of a continuing violation is $100. The maximum aggregate fine imposable for a single continuing violation is $500.

+ Warning letters shall include a reference to the fines and/or suspensions that may be imposed in the event of subsequent violations or in the event that a curable violation is not cured within the applicable prescribed time limit.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

WEBSITE TERMS OF USE

The Website/Portal
Public access – https://valenciapalmshoa.com
Private access (via resident login) – https://valenciapalmshoa.frontsteps.com

USERS: Users are defined as members of a Home who have signed a Consent Form and or accepted an electronic alternative of it as required by the State of Florida authorizing the Association to have their personal information (name, phone, email, & address) that may be used to contact or identify them available to other Users via the Portal.

GENERAL USE: The Portal provides Users with access to a Resident Directory, Association documents (Covenants, By-laws, Board Minutes, etc.) a Calendar of events, Association posted bulletins (notifications related to Association business), a Classifieds feature, and a Community Discussion feature commonly referred to as the Message Board.
The Community Discussion/Message Board feature is a place for residents to exchange information with each other in a positive, friendly manner. Discussions (postings) may be created or responded to on any topic that may be of interest to residents of Valencia Palms, subject to the prohibitions listed below.

COMMUNITY DISCUSSION PROHIBITIONS: All of the following are strictly prohibited; i.e., posts and comments may not include:

- Curses, expletives and other forms of profanity;
- Patently false or misleading information;
- Language that may belittle, disparage, demean, or impugn another person's personal or professional character or be abusive to another person;
- Real estate offerings, business solicitations, promotional materials, or advertising of any kind (but see "Classifieds" below);
- Political messages, jokes, cartoons, etc.;
- Messages pertaining to Valencia Palms board elections/campaigns;
- Personal conversations or chats (the Message Board is not a chat room);
- The airing of disputes between individuals;
- Communications generally recognized as junk mail, spam, or chain letters;
- Unlawful solicitation;
- Messages objecting to or supporting a decision to remove a prior message for having violated any of the above prohibitions; or
- Messages appealing to the community for support with respect to a removed message.

In addition, the transmission or retransmission of any information or any document found on the Portal or of any published document based on information found on the Portal via any non-Portal medium is strictly prohibited.

CLASSIFIEDS: The Classified feature of the Portal is available for Users to notify each other about items for sale or donation such as furniture and décor, automobiles, community event and other theater/concert tickets, and other personal property. A User may also post a classified ad for the purpose of selling or renting the Valencia Palms Home or any other real estate that they own. Classified posts should not be considered to have been endorsed by the Association, its representatives, or the company that hosts the Portal on the Internet.

OWNER OF CONTENT: The Association is the owner of the content appearing on the Website and the Portal, except in cases where Users have posted content (upload, share, create, etc.) in which they have intellectual property or other ownership rights; e.g., uploaded digital photos.

VIOLATIONS: Any violation of these Terms of Use may result in the noncompliant posting being removed from the Portal pursuant to the Procedures for the Removal of Violations of the Website Terms of Use, which also provide for an appeal by a User whose post has been removed. Repeated violations of these Terms of Use may become the subject of a grievance against the User to be heard by the Grievance Committee, which may result in a suspension of Website/Portal privileges. If a violation of these Terms of Use also violates any other Valencia Palms rule or regulation, a grievance filed against the User may also subject the User to a fine and/or loss of other community privileges.

VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

PROCEDURES FOR THE REMOVAL OF VIOLATIONS OF THE WEBSITE TERMS OF USE (TOU)

Removal of a post/comment from the "Community Discussion" section of the Portal, commonly referred to as the message board, may be accomplished as follows:

Routine Removal: The Website Committee (the "Committee") Chair or Co-chairs, the Community Manager and the Community Manager's staff, and any other Committee member having manager privileges with respect to the Website who has been assigned by the Chair or a Co-chair to routinely remove posts/comments that have run their course (i.e., when at least 14 days have elapsed since the last time a comment was added to the discussion thread initiated by an initial post/comment on a subject) may remove such posts/comments. Any User wishing to have their own post/comment removed needs to email a request to that effect to a member of the Committee or to the Community Manager's office. If the User requesting removal created the initial post of a discussion thread, the entire discussion thread (i.e.; the post and all subsequent comments related to that post) will be removed.

TOU Subcommittee: There shall at all time be a subcommittee of the Committee (the "TOU Subcommittee") consisting of not fewer than three (3) members of the Committee appointed by the Chair or Co-chairs.

Reporting of TOU violations: Any resident can request that a post or comment on the message board be reviewed to ensure that it complies with the TOU. To request this review, a resident must e-mail the Committee Chair or a Co-chair or the Community Manager identifying the post/comment at issue and explaining what is allegedly non-compliant with the TOU. As soon as possible following receipt of such a request the Committee Chair or a Co-chair shall:

(a) e-mail a copy of the request to each member of the Committee and to the Committee's Board liaison,

(b) ask the members of the TOU Subcommittee to consider the merits of the request immediately, and

(c) either convene, either in-person or virtually, a special meeting of the TOU Subcommittee to vote on whether or not the post/comment should be removed from the Community Discussion or (ii) by email request all of the members of the TOU Subcommittee to vote on such removal by "reply all" email. If the message being removed is the initial post of a discussion thread, the entire discussion thread (i.e.; the post and all subsequent comments related to that post) will be removed

TOU Subcommittee Action: If, at a meeting at which at least a majority of the members of the TOU Subcommittee members are present, a majority of the TOU Subcommittee members in attendance vote to remove the post/comment, or if a majority of the members of the TOU Subcommittee vote to remove the post/comment by "reply all" email to a request to consider such removal, the Committee Chair or a Co-chair will as soon as possible:

(a) (i) If the non-compliant message is an initial post, either remove the post from the Community Discussion, together with all comments added to the discussion thread, or (ii) if the non-compliant message is a comment, remove the comment, or in either case, ask any other person having manager privileges with respect to the Website to do so, and

(b) provide notice of the action taken to the Community Manager, who will:

(i) send an email to the User who made the original request, to each member of the Committee, and to the Committee's Board liaison informing them of the TOU Subcommittee's decision and of the action taken, and

(ii) send an email to the User who posted the non-compliant post/comment and to each User (if any) whose comment was removed as part of a thread, informing him/her/them of the

reason(s) underlying the Committee's finding of non-compliance, of the action taken as a consequence, with a copy of the TOU attached to the email, and of the User's right to appeal the action taken to the entire Board of Directors.

No Violation: If the TOU Subcommittee does not authorize the removal of a post/comment, the Committee Chair or a Co-chair will immediately so notify the Community Manager, who will send an email to the User who made the original request for review, to each member of the Committee, and to the Committee's Board liaison informing them of the decision to take no action.

Board Intervention: Nothing herein shall be deemed to deprive the Board of Directors of the authority it possesses to make its own determination of non-compliance and instruct the Community Manager to take such action as the Board determines and to issue notifications in the manner described above under "TOU Subcommittee Action;" provided that in cases of removal by the Board of Directors, there shall be no right to appeal the action taken.

Special Circumstances: The Committee Chair or a Co-chair may take immediate action to remove a post/comment, together with all comments added to the discussion thread of a non-compliant post, from the Community Discussion if the post/comment includes one or more expletives or other forms of profanity or if its content may place another person in actual or potential harm. In any such case, (a) the person removing the post/comment must immediately notify the Board of Directors, the Community Manager, and all of the Committee members, and (b) the Community Manager or, if the Community Manger is not available, the person removing the post, must immediately issue notifications in the manner described above in clauses (b)(i) and b(ii) under "TOU Subcommittee Action."

Appeals: Whenever a post/comment has been removed pursuant to "TOU Subcommittee Action" or pursuant to "Special Circumstances," above, and the User has requested an appeal by so notifying the Community Manager in writing, the Community Manager shall immediately so notify the Committee's Board liaison or, if he/she is not available, any other member of the Board of Directors, who will, as soon as reasonably possible, ask the members of the Board of Directors to consider the merits of removal and convene to vote on whether or not the removal of the post/comment should be overruled. As soon as the Board of Directors votes on whether or not to overrule the removal of the post/comment, the Community Manager shall be notified as soon as possible and the Community Manager will send an email to the User whose post/comment had been removed, to each User (if any) whose comment was removed as part of a thread, and to each member of the Committee informing them of the Board of Director's decision. If the decision was to overrule the removal of the post/comment, the email will also notify the initial User whose post/comment was removed that the User has the option to add back to the Community Discussion the post/comment that had been removed.

Record Retention: All posts/comments removed from the Community Discussion (other than those removed for having run their course), together with all comments added to the discussion thread prior to removal, shall be retained by the Community Manager for a period of not less than one (1) year following removal, as evidence, should a claim be made against the Community, the Board, any member(s) of the TOU Subcommittee or the Committee, the Community Manager or any other person as a consequence of the removal.

Multiple Violations and Possible Suspension of Website privileges: If a User has had multiple posts/comments removed from the Community Discussion for non-compliance with the TOU, access to the Website may be suspended by having the logins of the User and all other persons living in the same Home blocked, in which case no community business or other communications (other than critical messages) will be sent (whether by email or text) to the email addresses/phone numbers associated with the User and all other persons living in the same Home.

The Board of Directors will determine if blockage of access to the Website is warranted and, if so, set the length of the blockage and determine if any other suspension(s) of privileges is/are warranted. The Community Manager will then notify the User with an explanation for the sanctions proposed to be imposed and inform the User that he or she will be given an opportunity to be heard and to present witnesses as to why the sanction(s) should not be confirmed at a Grievance Committee hearing. The Grievance Committee will determine whether to confirm or reject each proposed sanction. If the Grievance Committee confirms a blockage or other suspension of privileges, the User's Website/Portal account will be suspended by the Committee Chair or a Co-chair or another person having manager privileges with respect to the Website for the period of time determined by the Board of Directors and the Community Manager will enforce any other suspension(s) of privileges confirmed by the Grievance Committee.