

EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

July 22, 2010

COMMON AREAS

All persons using the clubhouse, pool, and other recreation facilities do so at their own risk. Owners and the Association are NOT responsible for accidents or injury.

The rights, comforts, safety and convenience of all owners will be preserved. Owners must not make or commit any disturbing noises, nor commit any act that will interfere with the rights, comforts, safety, or convenience of the other residents. Owners may not place any musical instruments or operate a stereo, television set, or radio on any common area if such operation disturbs or annoys any other residents.

All owners share the responsibility for seeing that these rules and regulations are followed. Owners, renters and guests are requested to report infractions of these.

Any damage to building, recreation facilities, or other common areas or equipment caused by an owner, owner's children, visitors, or renters will be repaired at the owner's expense.

Per the second paragraph of Article VI, Section 2, of the Declaration: The Association has the right to charge a individual assessment for "The expense of any maintenance, repair or construction of any portion of the Association Property, the Common Property or Association Lots, or of any of the Improvements necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense."

Article V, Section 6, provides for Individual Assessments, and also states that "Each Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time.

For the safety and well being of the Egret Landing community, no alcoholic beverages are allowed in the clubhouse or in the recreation area facilities, except for community-sanctioned events. Intoxicated persons will not be permitted in the clubhouse or recreation areas.

LAKES

No swimming or motorized boats allowed in the lake.

PETS

Town of Jupiter Municipal code REFERENCE: Article I, Section 5.1 – 5.45

CLUBHOUSE

The following persons are permitted to use the clubhouse facility:

- Owners, renters and their children 16 years or older.
- Resident children under 16 years of age when accompanied by an adult at all times.
- Guests and visitors of residents when accompanied by a homeowner who is an adult 18 years or older.

The clubhouse is closed Sunday through Thursday, 11:00 p.m. to 4:00 a.m. and Friday and Saturday, 12:00 a.m. to 4:00 a.m.

Three (3) guests per Association Member will be permitted during hours of operation.

There will be no gambling under the age of 18 permitted at any time in any manner in the clubhouse.

The clubhouse is reserved for the general use of all owners and residents in good standing with the Association and their guests, except for dates scheduled on the Association calendar. Reservations are made through the Property Management Office.

Clubhouse Age Limit Violations

In the event a child violates the age restrictions for the clubhouse, a warning letter will be sent to the parents or guardians of the child who has violated the rule.

If a PBSO Officer, the Property Manager, or one of the Board of Directors observes a child who has been previously warned, or if that child's name appears on an Egret Landing incident report a second time, the child's family's access card will be deactivated. The Board must approve reactivation of the access card, and a \$100.00 fine will be charged to reactivate the card.

General Rules

Anyone using the clubhouse is responsible for locking the facility after use.

No smoking is allowed in the clubhouse at anytime.

Animals, with the exception of guide dogs, are not permitted within the clubhouse at any time.

Wet bathing suits are not permitted in the clubhouse at any time except in the

bathroom areas.

All vehicles must park in the parking lot. All bicycles must use racks. Parking of vehicles or bicycles under the portico is prohibited.

No skateboarding is permitted around the recreational facility.

Reserving the Clubhouse

Owners may use the clubhouse facility for private social functions on a first come, first served reservation basis, with the exception of the dates already scheduled in the Association's calendar. The clubhouse may be reserved upon permission through the Property Manager after

1. a written request is made
2. a security deposit is posted in advance, and
3. the owner completes a Non-Exclusive Use Agreement.

NOTE: ALL FUNDS MUST BE PAID AT LEAST 10 DAYS PRIOR TO THE DATE OF THE EVENT, OTHERWISE ONLY CASHIER'S CHECKS OR MONEY ORDERS WILL BE ACCEPTED.

Residents reserving use of the clubhouse shall be responsible for (1) cleaning the clubhouse to the satisfaction of the Association and (2) the damage occurred during residents' use.

The following rules and regulations apply to use of the clubhouse for private purposes.

- a.) Reservation for rental requires a minimum 7 days advance notice. Regularly scheduled activities, such as Egret Landing Property Owner's Association meetings and other activities on the calendar would be given first consideration. The Property Manager may use his/her discretion for these rentals. A calendar of events will be posted at the clubhouse.

- b.) The costs to rent the Clubhouse are as follows:

Children (up to 14yrs of age) for 5 hours:	\$125.00 + \$500.00 security deposit
Youth Party (15 up to 17 years of age) for 5 hours:	\$200.00 + \$500.00 security deposit
Adult Party for 5 hours:	\$300.00 + \$500.00 security deposit
Weddings, Receptions, Bar-/Bat-Mitzvahs:	\$500.00 + \$1,000.00 security deposit

All parties include a two-hour set up time and two-hour clean up time, so that all parties will have a four-hour window prior to the next scheduled event.

The security deposit is refundable, provided there is no damage or breakage, all is in order, and the rooms are clean, as determined by the Property Manager. The non-refundable clubhouse rental fee will be deposited into the Association's general operating account.

- c.) Private parties in the pool area are prohibited. Rental use of the clubhouse specifically does NOT include the use of the pool or pool area.
- d.) Members/Residents using the clubhouse for “residents only” or private functions may not exclude any member or resident who wishes to participate in the function.

Anyone wishing to use the exercise equipment may not be prohibited from doing so while the clubhouse facility is rented. However, residents should use the pool entrance to access the workout area while the clubhouse is being used.

SPECIAL ACTIVITIES

Members may sponsor youth/children’s activities within the clubhouse including, but not limited to, summer and school break camps or after school activities, as approved by the Board of Directors, subject to the following:

A current member in good standing must sponsor any non-member activity leader. The member must sign the sponsorship form, furnish a list of non-resident individuals that person is sponsoring to the Property Manager, and provide a copy of insurance. The member understands they are responsible for the non-member activity leader.

A written request must be submitted to the Property Manager by the Friday prior to the monthly Board meeting outlining the request and providing proposed dates and times for the camp/activity. A list of names will be provided to Property Management. Camp ratio requirements for counselors to campers are 1:6 for 5-6 year olds, 1:8 for 7-8 year olds, and 1:10 for 10-12 year olds.

The sponsored activity is for Egret Landing members or residents only, unless approved by the Board of Directors.

- a) If a Member is sponsoring a camp, class or event, and charging for services, the daily rental rate is \$50.00 plus \$500.00 refundable security deposit.
- b) If a member is sponsoring a camp, class or event, and NOT charging for services, the daily rental rate will be \$0.00 and no deposit. The member must sign the Clubhouse Non-Exclusive Use Agreement.
- c) The individual actually running the camp must provide proof of insurance and name the Egret Landing Property Owner’s Association as an additional insured party. (Camp providers shall be subjected to a security background check by a firm selected by ELPOA, and the cost of such background check shall be paid for by the camp provider.)
- d) This provision does not change any of the rules previously approved by

the Board of Directors related to tennis camps or any other activity needing approval of the Board of Directors

TENNIS COURTS

The tennis courts are for the exclusive use of members and residents in good standing of the Egret Landing Property Owner's Association (POA) and their guests.

The courts are open for play between 7:00 a.m. to 10:00 p.m. Lights automatically shut off at 10:00 p.m.

The tennis courts are to be used for tennis only. No skateboards, skates, roller blades or bicycles are allowed.

Only smooth-bottomed tennis shoes are allowed – no cleats or dark gum shoes.

Shirts must be worn.

Glass and pets are not allowed in the tennis court area.

No one may use a non-lighted court for more than one (1.5) hour if someone is waiting to use the court.

A sign-up board for reserving court time on any of the seven courts is provided at the clubhouse office. Proper use of the sign-up sheet is important to ensure fairness to all members and for tracking court usage.

The maximum reserved playing time is two hours, and the maximum number of courts any member can reserve is two. Court reservations may be made no more than 48 hours in advance of desired playing time. Anyone reserving playing time greater than 48 hours in advance may be bumped by another player.

In the event a member reserves a court immediately after a sanctioned league match, the league team is permitted to finish their match. The member may reschedule their play on the sign-up sheet. This privilege extends to scheduled (reserved) matches as well.

Players failing to arrive within 15 minutes after their reserved playing time may forfeit their reservation. After the 15-minute grace period, the reserved court and time become available to other members.

Members may use an open court on a walk-on basis. You should still sign in on the reservation board in order to keep the court for up to two hours. Failure to use the reservation board will require the member to vacate the court within one hour after another walk-on member arrives and signs up for the court.

Members or residents may reserve the lighted court, but are restricted to one (1.5) hour per household per day for singles and (2) hours for doubles.

A POA member or resident may invite up to three (3) guests to play with them. The POA member or resident must accompany guests at all times. Members and residents are responsible for the behavior of their guests.

A POA member or resident and his/her invited guest may only use one (1) court at a time.

A member or resident may bring a POA non-member tennis professional as his/her guest, provided:

- Such person registers with the POA and provides proof of insurance to cover injuries occurring during activities, and names the Egret Landing POA as an additional insured party on the policy.
- Such person signs a waiver of liability in favor of the Egret Landing POA for injuries or other loss occurring on POA property.
- Such person may give a tennis lesson in Egret Landing with two participating Egret Landing residents and two non-resident guests (not including the tennis professional) on one court with a one (1.5) hour limit if others are waiting.
- Such person will be limited to teaching a maximum of four non-residents per day (children or adults), Monday through Friday only.
- Such person **may not** hold himself/herself out as the “Egret Landing Tennis Pro.”
- Such person does not provide any group activities, tournaments, league organization or training, or other organized programs.

If such person violates any of these rules, the tennis professional in question would no longer be permitted to give lessons to outside residents.

The POA member or resident hiring such professional must reserve court time pursuant to the sign up instructions.

The Board of Directors has the right at any time to suspend or revoke the privileges of any professional to use the tennis facilities, at its sole discretion.

The POA member is responsible to ensure that his/her guest(s) fully comply with these rules, and said member may be subject to fines and/or discipline as provided by the POA governing documents and Board policy adopted in accordance with those documents for violation of these rules by his/her guests.

Egret Landing POA members and residents who are qualified to give lessons may give lessons provided:

- Such person registers with the POA and provides proof of insurance to cover injuries occurring during activities and names the Egret Landing POA as an additional insured party on the policy.

- Such person may give a tennis lesson in Egret Landing with two participating Egret Landing residents and two non-resident guests (not including the tennis professional) on one court with a one (1.5) hour limit if others are waiting.
- Such person will be limited to teaching a maximum of four non-residents per day (children or adults), Monday through Friday only.
- Such person **may not** hold himself/herself out as the “Egret Landing Tennis Pro.”
- Such person may post notice of their availability and rates in designated areas at the tennis courts and/or the clubhouse as designated by the Board or Property Manager.

If such person violates any of these rules, the tennis professional in question would no longer be permitted to give lessons to outside residents.

Any POA member or resident may organize tournaments or other tennis related activities provided such activities:

- Give priority to all POA members and Egret Landing residents before accepting any non-residents. Non-residents shall be limited to the same 25% ratio as with league play as called for in these rules.
- Allow the participation of non-member tennis professionals subject to approval of the Board of Directors.
- At least one (1) court is available for use by POA members or Egret Landing residents who do not wish to participate in the event.
- Members and residents may only engage in league play that requires usage of courts by non-members with approval of the Board of Directors.
- Non-member tennis professionals may not participate in the organization, administration, or training of participants in league play without the approval of the Board of Directors.

ORGANIZED EGRET LANDING TEAM PLAY:

League Play Clinics: Pros will be required to pay a fee of \$100.00 per quarter for the use of the courts and an agreement will be executed.

This section provides rules and procedures for teams to receive Board authorization and use of court time pertaining to team play and practice.

It is the intention of the Board to provide an equal opportunity for all members to join an organized Egret Landing team if they so desire. If you are interested in joining a team, please contact the Tennis Committee.

An organized team is any group of members (and outside players if necessary) listed on the same roster of a sanctioned PALM BEACH COUNTY or USTA team.

Each team must be authorized by the Tennis Committee, AND THE ROSTER MUST BE APPROVED BY THE BOARD. A copy of the intended Player List must be submitted to the Board at least four (4) weeks prior to the registration

deadline for the league. The approval process includes verification that the member is current with their homeowner dues by Egret Landing Management. This approval process must be followed for any roster additions that may occur after the initial sign-up period.

It is the Tennis Committees responsibility to provide a calendar of home matches at the beginning of the season to the Management Company for approval for the use of the club.

The Tennis Committee has the capacity to authorize organized teams based on the number of courts available and the history of court usage.

An Egret Landing team is expected to be composed of members.

Teams are structured according to the USTA/PBCWTA 'play by ability' rule.

Resident members who participate on any team in the current season have a 'first right of refusal' to a spot on any team for the upcoming season. Thereafter, resident members who are new to the league may sign up.

Resident members who are new to the league will abide by the USTA/PBCWTA 'play by ability' rule and, when necessary, a player's ability will be determined by the current members of the team on which they wish to be placed.

Registration for the teams will be open to resident members for two weeks before seeking members from the outside.

When the minimum number of required players cannot be met from resident members alone, as defined by PALM BEACH COUNTY and USTA Rules, players from outside Egret Landing may be added to the roster. In order to play on an Egret Landing tennis team, non-members must:
pay a non-refundable fee as set by the Board of Directors (currently \$300.00 per year),

1. A \$300.00 non refundable fee is required for Non Egret Landing Residents to participate in team play. Access to the clubhouse during matches or scheduled team practice/clinics will be provided via an access card. Access cards require a \$25.00 deposit that will be forfeited if the card is not returned at the end of the season.
2. Sign the Authorization to Join Ladies Team Tennis and Release Indemnification waiver on pg. 9 prior to the start of practice.

NO MORE THAN 25% of a team's roster may be from outside the community unless approved by the Board of Directors.

All new outside players will abide by the 'play by ability' rule and, when necessary, that player's ability will be determined by the current members of that team they wish to join as stated above. All outside players are restricted to Club

use only during designated team practices, team coaching, and official PALM BEACH COUNTY/USTA scheduled matches unless otherwise accompanied by a member. Each non-resident team member must have an Egret Landing resident present to play outside of the official league play. It is the Team Captain's responsibility to give a copy of the Egret Landing Tennis Facility Rules and Guidelines to each outside player.

Team Captains and Co-captains must be Members. **They are responsible for cleaning up after all home tennis matches.**

Authorized teams may schedule one team practice each week for a two (2) hour period.

Organized teams are expected to be self-governing units operating on their own once the initial requirements have been satisfied. Violations may result in denial or revocation of team authorization.

The Tennis Committee reserves the right to amend these rules as needed and submit any changes in writing to the Board of Directors for approval.

EGRET LANDING PROPERTY OWNERS ASSOCIATION, INC

AUTHORIZATION TO JOIN LADIES TEAM TENNIS TEAM AND RELEASE AND INDEMNIFICATION

In consideration for permission to use the tennis courts of Egret Landing at Jupiter, and being allowed to play on the Egret Landing tennis team I, for myself, for my heirs, executors and administrators, release and forever discharge Egret Landing Property Owners Association, Inc. its officers, directors, agents and employees ("Association") of liabilities, claims, demands, actions, injuries, damages, costs, or expenses which I, my heirs, executors, administrators, and assigns may have against the Association arising out of or in any way connected with the use of the tennis courts at Egret Landing at Jupiter. I my heirs, executors, administrators, and assigns shall indemnify, hold harmless and defend the Association against any and all claims including costs for damage to me, my heirs, executors, administrators, and assigns, others or others property, losses, attorney's fees and costs, arising from the use of the tennis courts at Egret Landing at Jupiter, including all act/omissions related to the use of the tennis courts, including but not limited to, access and medical treatment. I understand that this release and indemnification includes any claims based on negligence, action or inaction of the Association or any other entity.

This release and indemnification does not give the individual listed the right to use any of the Egret Landing facilities at any other time than during league practice or play without being a guest of a member of the Association. This authorization only allows this individual the right to play on the team she has signed up for and paid the non-refundable fee approved by the Board for that year, and this agreement shall **not** automatically renew.

A \$300.00 non refundable fee is required for Non Egret Landing Residents to participate in team play. Access to the clubhouse during matches or scheduled team practice/clinics will be provided via an access card. Access cards require a \$25.00 deposit that will be forfeited if the card is not returned at the end of the season.

Date: _____

Sign Name: _____
NAME OF TENNIS PLAYER

Address: _____

Fee Paid: _____ Check # _____ -

APPROVED BY: _____ DATE: _____
FOR THE BOARD OF DIRECTORS

KITCHEN

Kitchen appliances must be utilized according to instruction manuals.

All appliances must be turned off before leaving.

All appliances and counters must be wiped down and clean after each use.

All trash must be deposited in the garbage dumpster located in the parking lot.

EXERCISE EQUIPMENT

All persons using the exercise equipment do so at their own risk. The Association is not responsible for accidents or injuries.

All exercise equipment must be used as intended by the manufacturer.

All exercise equipment must be wiped down with the users' towel and cleaned after each use with the sanitizer available in the gym.

Use of all machines is limited to 30 minutes when people are waiting.

Children under the age of 16 are not allowed to use equipment unless supervised by an adult. Children under the age of 12 are prohibited from use at all times.

When you are the last person to leave the gym, make sure all electrical equipment is off, except for the treadmills.

A towel must be used while in the gym.

The majority in the gym dictates how the fans and TVs will be used while in the gym.

SWIMMING POOL

No lifeguard is on duty. All persons using the pool do so at their own risk. The Association is not responsible for accidents or injuries.

Pool hours are from 8:00 a.m. to dark.

Animals, with the exception for guide dogs, are not allowed within pool area.

Owners are limited to three (3) guests to preclude any pool parties.

Running and rough play are not allowed within the pool area.

Intoxicated persons are not permitted in the pool area.

No glass containers of any kind are permitted in the pool area.

Swimmers must shower prior to entering the pool.

No diving in the pool.

All trash must be placed in the appropriate containers.

All chairs and tables must be returned to their original position with umbrellas closed prior to leaving the pool area.

Children under the age of 16 must be accompanied by an adult.

Children who are not toilet-trained must wear the appropriate hygienic swimwear before entering the pool. (Diapers alone are not permitted.)

Closure of the pool by the Health Department shall be at the expense of the violating party.

TOT LOT

Hours of use are from 8:00 a.m. to dark.

Proper shoes must be worn.

No skateboards, skates or bicycles are allowed on the lot.

Adult supervision is required for all children using the tot lot.

BASKETBALL COURT

The courts are open for play from daylight to 10:00 p.m.

Proper shoes must be worn.

The basketball courts are for the use of owners and their guests only.

A sign up sheet for night play is located in the clubhouse.

A calendar of events will be posted above the sign in sheet located in the clubhouse.

No skateboards, roller blades or bicycles are allowed on the courts.

Hanging from the nets is not allowed.

Damage caused to the rim, backboard, or structure from hanging on the rim or net will be repaired at the expense of the member or resident responsible for the person(s) who caused the damage.

No member or resident may have more than three (3) guests using the basketball court.

PAINT BALL, GUNS, ETC.

The discharge, firing or other use of any type of gun such as, but not limited to, firearms, air, air soft, paintball or BB guns, within any area of Egret Landing is strictly prohibited.

LEASING

Members wishing to lease their property must fill out a rental application and submit it to the Property Manager's office. A copy of the lease agreement and a \$150.00 application fee must be paid pursuant to the Declaration of Covenants and Restrictions for Egret Landing at Jupiter.

EGRET LANDING PROPERTY OWNERS ASSOCIATION

MAINTENANCE STANDARDS AND RULES

PREAMBLE

These Maintenance Standards and Rules have been adopted by the Board of Directors, pursuant to its rule-making authority.

The Declaration of Covenants and Restrictions for Egret Landing at Jupiter requires each Owner to maintain, repair and replace all portions of his/her lot. Each Owner is expected to discharge his/her responsibilities in such a manner as to ensure a first class and high quality appearance of their area. The Board of Directors has adopted maintenance standards for the entire community to ensure first class and high quality appearance, and the Board requests that each Owner and resident follow these standards.

Any Owner or resident who fails to follow these standards is subject to Egret Landing rules that permit ELPOA and Compliance Committee to enter the lot and unit and perform maintenance, repair, replacement that the Owner or resident has failed to effect. The Board may assess the Owner or resident and collect the assessment by lien foreclosure, if necessary.

LANDSCAPE MAINTENANCE

Landscaping (vegetation, grass, plants, trees and the like) shall be replaced as immediately as it becomes diseased or dies. If an Owner replaces landscaping, it must comply with the non-invasive plant laws of Florida, the Town of Jupiter Ordinances, AND the Egret Landing Design Standards. All landscaping must blend appropriately in the community. Lawn areas must be kept covered with a good quality St. Augustine grass, the preferred variety being Floritam. Copies of the landscape ordinances and recommendations are available from the Property Manager.

Each Owner shall remove any tree whose roots extend to the surface of the ground or which threaten other lots and units or any common area.

If there is a fenced-in privacy area, the Owner and resident must provide adequate access to the privacy area to enable the local association to perform its landscape maintenance obligations, if required.

Grass shall not be allowed to exceed 4½ inches in height.

Lawn areas shall be properly fertilized at regular intervals so as to promote the best color, health and condition of the entire lawn.

Lawn areas shall be kept free of disease. Missing or dead grass shall be promptly covered with sod.

Lawn areas shall be edged each time the lawn is cut.

Lawn areas shall be kept free of weeds and debris.

Planted areas shall be kept free of weeds and debris, foreign materials and weeds greater than two (2) inches in diameter or height.

Planted areas shall be fertilized in such a manner as to promote the best color, health, and condition for the plants. Beds shall be mulched with a minimum of one (1) inch of quality mulch, or landscaped with garden stone or the like.

Plants, trees and bushes shall be kept trimmed in such a manner as to provide a neat, clean and attractive appearance.

IRRIGATION

Automatic underground irrigation systems shall be installed to provide 100% coverage with a minimum 50% overlap of spray distribution. Irrigation water shall not be obtained from any lake, canal or water body.

The use of controlled timing devices is allowed provided the timing is adjusted to meet seasonal variation in watering requirements. Drought restrictions must be observed. Irrigation controllers shall be selected to minimize the amount and frequency of water application. They shall be capable of short, multiple applications required for a "soak," allowing the soil to dry out between soakings, as watering will be deep and frequent. This encourages deep growth so plants will better survive drought conditions. Lots shall have individual meters.

Builder/Owner shall irrigate 25' from their property line in adjacent lake edges.

Property Maintenance: After 15 days of neglect to property maintenance, homeowners will be sent a letter giving them an "opportunity to maintain" their own lot and given 15 days to remedy the situation. After 31 days of neglect, the Association will see that the property is properly maintained and bill the homeowner as an individual assessment per page 13 of the Declaration of Covenants and Restrictions, Article V, Section 6.

GENERAL

The Owner of the individual lot is responsible for maintaining the area from outside of the property line to the roadway.

Painted Surfaces – All portions of the house and structural improvements on the lots and homes must be maintained in high quality condition at all times. Painted surfaces that show faded, peeling or blistered paint must be repainted so as to

ensure a high quality appearance. Surfaces, including driveways that are painted, shall be free of stains and discolorations of any kind.

Mildew – Mildew is not allowed to collect on any home or roof. The Owner must take prompt and appropriate measures to remove mildew should the same form on the property.

Driveways – All driveways must be kept free of stains and discolorations of any kind.

Exteriors – Home exteriors and roofs shall be kept free of stains, mildew, debris broken tiles or torn shingles.

Windows – Broken or cracked glass shall be replaced immediately.

Screens and Fences – Torn, cut, rotting or otherwise damaged screening or fencing shall be replaced with new materials as soon as reasonably possible after the damage occurs.

Exterior Lighting – Residents must maintain all exterior lighting in working order.

Trash Cans – Trash cans may only be placed out the night before pick up and must be removed no later than the evening after pick up. Trash cans must be kept out of sight at all other times.

Noise – **Town of Jupiter has standards for residential noise levels that are lower between 10:00pm and 7:00am than during the daytime Reference Town of Jupiter Municipal Code Ordinance Article IV Noise Section 13-81 to 115.** Outdoor noise, including but not limited to lawnmowers, barking dogs and music, shall be kept at a courteous level so as to not interrupt the peace and enjoyment of neighbors. Lawnmowers and similar noise-making equipment shall not be operated before 7:00 a.m. or later than 10:00 p.m., Monday through Sunday.

Parcel Open Space – In accordance with Palm Beach County Code, it is not permitted to construct or plant anything vertical within the 20' lake maintenance easement. There will be no exceptions to this rule, and it will be the Owner's responsibility to ensure that this policy is adhered to. If construction or planting occurs within the lake maintenance easement, it will be the owner's responsibility to remove the material in violation.

Storm Shutters – The use of storm shutters must comply with the Association's Design Standards. Special requests for deviation may be submitted in writing to the Property Manager, and they will be considered for ARB approval on a case-by-case basis. If the request is based on a resident's expected absence from home during "hurricane season," such application must be made at least (30) days in advance of the anticipated absence.

EGRET LANDING VEHICLE STORAGE AREA

RULES AND REGULATIONS

GENERAL RULES

The vehicle storage area is to be used only by Egret Landing residents

The storage area is to be used for boats and their trailers, recreation vehicles including class A, B and C motor homes, travel trailers and fifth wheel trailers, Utility trailers, or commercial vehicles are allowed.

A vessel registration and proof of insurance must accompany each vehicle. All vehicles or boats in the storage area must be registered to an Egret Landing resident and must maintain a minimum of \$100,000.00 in liability and property damage insurance.

All leasing of storage space is to be performed by the Egret Landing POA only. No one is permitted to sublet a space directly to another person. The Property Manager shall keep records of the space assigned to each tenant and, if necessary, keep a waiting list of those wishing to rent space.

OPERATING RULES

Hours of access to the storage area are 7:00 a.m. to 11:00 p.m., Monday through Friday; 8:00 a.m. to 11:00 p.m. on Saturday; and 11:00 a.m. to 11:00 p.m. on Sunday. Residents shall use discretion when operating motors of vehicles so neighbors are not unnecessarily disturbed. No outboard motors or jet boats are to be operated within the storage area.

Minor repairs or maintenance may be made while in the storage area. Such work may in no way endanger or unduly disturb other vehicles or Egret Landing residents. Vehicle and boat owners shall be liable for damage caused by their vehicle and/or negligence. Boat owners should be particularly careful not to damage the storage area floor with trailer tongues. Each tenant is responsible for maintaining his or her space in a clean and orderly fashion. Each vehicle or boat must be kept in the space assigned and must not project into the drive area.

Animals are not allowed to run loose in the storage area.

Any oil or other dangerous or hazardous spills shall be cleaned up immediately and completely. No residue shall remain! This includes, but is not limited to, oil, gasoline, and any other flammable items. Holding tanks shall not be emptied or pumped out at the facility.

SPACE RENTAL FEES

The Egret Landing Association shall have the right to assign spaces based upon vehicle size. Rental fee is based on the size of the space required, not the size of the vehicle one vehicle or boat trailer per space.

Quarterly rental fees are:

\$180.00 for a 30' of assigned space, and

\$220.00 for a 37' of assigned space.

Should a tenant be absent for any prolonged period, they may hold there space by paying the regular monthly fee. The rental fee may be changed at the discretion of the Board of Directors.

Homeowner's who are more than 2 months in arrears will lose their rights to use the storage facility.

Rental fees will be included in the quarterly statements and will be paid in advance.

Homeowners will purchase a non refundable access card for the storage facility in the amount of \$25.00.

A \$100.00 non refundable administration fee will be paid with each new agreement.

A storage facility lease is a minimum of three (3) months.

Please close and lock the storage gate behind you after every use. If you leave the gate open once you will receive a warning. If after the warning, you continue to leave the gate open, you will be fined \$50.00 each time up to \$1,000 per the FI Statutes.

SUPERSEDES

These Rules and Policies supersede any previous Rules and Regulations relating to vehicles and parking previously adopted by the Board of Directors of the Association.

EGRET LANDING PROPERTY OWNER'S ASSOCIATION

VEHICLE PARKING AND OTHER VEHICLE RULES AND POLICIES

I. PREAMBLE

The Board of Directors adopts these Rules and Policies. Strict compliance by all owners and residents is appreciated. All owners and residents are urged to apprise their guests and invitees of their need to comply.

II. ENFORCEMENT

All vehicle and parking violations of the Declaration of Covenants and Restrictions for Egret Landing at Jupiter and these Rules and Policies will be strictly enforced.

III. DEFINITIONS

- 3.1 "MEMBER" OR "OWNER" means any person who owns record title to a unit, regardless of resident status.
- 3.2 "RESIDENT" means any person whose only residence is Egret Landing. It also means an OWNER who has residence(s) elsewhere yet occupies a unit in Egret Landing, not as a GUEST.
- 3.3 "GUEST" means any person who is not required to pay any rent or other consideration to occupy a unit.

PARKING LIMITATIONS

NO RESIDENT, GUEST or OWNER shall park any vehicle at the recreation area during the hours of 2:00 a.m. through 6:00 a.m. without prior written permission from the Property Manager. Residents may utilize overnight parking for visiting guests with prior notification to the Property Manager. An identifying "Car Decal" must be left on the back driver's side window of the vehicle. This vehicle will be permitted to stay onsite no longer than a 7-day consecutive period.

Reference Florida statutes 319.19.45: No Vehicles, bicycles, toys, etc., shall not block or park on the sidewalks grass or planted areas, including swales, at anytime.

VEHICLE REPAIR

No vehicle repairs or maintenance shall be allowed anywhere in the Egret Landing P.U.D. except completely within the garage area or an emergency situation.

SPEED LIMIT AND STOP SIGNS

The posted maximum speed limit within the Egret Landing P.U.D. is 25 miles per hour. Motorists shall come to a full stop at all stop signs. Jupiter Police and the Sheriff Deputies enforce this speed limit. Residents may report speeders to the Jupiter Police Department with license plate and car description.

Motorized Scooter, Moped and Mini Cycle Safety:

Reference Florida State Statutes 316.003