

**PROSPERITY HARBOR NORTH MASTER ASSOCIATION, INC.  
RESERVATIONS FOR COMMUNITY POOL (FOR PRIVATE FUNCTION)**

To confirm your reservation for the use of the community pool, please return this form properly completed, signed and with the checks as noted below.

RESIDENTS NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE (HOME): \_\_\_\_\_ WORK: \_\_\_\_\_

DATE OF REQUESTED RESERVATION: \_\_\_\_\_

Time function to start: \_\_\_\_\_ to end: \_\_\_\_\_

Number of attendees:

I understand that I have been granted use of the Prosperity Harbor community pool on the above stated date and time, subject to the following terms and conditions:

1. Prosperity Harbor North Master Association, its members, Board of Directors or Property Manager will in no way be liable for loss, damages, or injuries to any resident or guest in connection with this event. Resident assumes full responsibility and any liability for any claims arising at the above stated activity.
2. Resident assumes full responsibility for any loss or damages caused to the premises and property of Prosperity Harbor North Association as a result of the use of the community pool as stated above.
3. Resident agrees to return the premises to a neat, clean and orderly condition and is responsible for removing and disposing of all trash and garbage created as a result of this activity.
4. Resident agrees to be fully responsible for maintaining an orderly function, and will allow no illegal activity on the premises, will refrain from loud and annoying activities that may disturb surrounding residents.
5. Resident agrees and understands that the use of this facility is granted for residents only and may not be reserved for a non-Prosperity Harbor resident. However, use of the facilities by non-profit, charitable or family groups sponsored by a resident shall qualify as resident use even though some of the persons attending are not residents.
6. Resident will need to make arrangements for a person to be in the home to allow entry to the community on the date of the event. In the event a gate attendant is on duty, a guest list must be attached to this application.

7. Parking is limited; if a large number of guests are expected, resident may be required to obtain the professional assistance of the security officer on duty for guest parking.'
8. Resident agrees and understands that all youth functions MUST be supervised by an adult Prosperity Harbor resident at all times while the community pool is in use. STRICTLY NO ALCOHOLIC BEVERAGES ARE TO BE ALLOWED.
9. Per the "Pool Rules" any function cannot go past "dusk" and resident understands that they cannot block anyone else from using the pool or furniture exclusively.

**REFUNDABLE DEPOSIT REQUIRED:**

**Deposit of \$250.00-check payable to: PROSPERITY HARBOR NORTH MASTER ASSOCIATION.**

Deposit will be refunded upon inspection of the community pool to ensure that it has been left clean and orderly and all rules have been complied with.

I agree to all the terms and conditions for use of the Prosperity Harbor North Community Pool.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Deposit Check #

\_\_\_\_\_  
Date Check Returned

**Please return to:**

**Bristol Mangement Services, Inc.**

**1930 Commerce Lane Suite 1**

**Jupiter Fl 33458**

|                           |
|---------------------------|
| Guard Inspection Comments |
| Date: Time:               |
|                           |
|                           |
|                           |
|                           |
| Signature of Guard        |



## PROSPERITY HARBOR MASTER AND TOWNHOMES COMMUNITY RULES AND REGULATIONS



- 1. Recreational Items:** No Bicycles, tricycles, scooters, baby carriages, or other similar vehicles, toys or recreational structures such as skate board ramps or basketball blackboards shall be allowed to remain in the common areas while not in use. The storage of such structures when not in use shall be in an enclosed inconspicuous location. Nor shall items be left in front yard areas when not in use.
- 2. Animals:** Except as hereinafter provides, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in Prosperity Harbor. Notwithstanding the forgoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained by a homeowner provided that: (I) no animal shall be permitted in any portion of Prosperity Harbor except on a leash maintained by a responsible person. (II) No animal shall be left unattended on any portion of the Common Areas; (III) Owners shall keep the common areas and their yard clean; (IV) The permitting of animals in Prosperity Harbor shall be subject to such rules and regulations as the Board may from time to time promulgate, including without limitations, the right to place limitations as to the size and number and type of such pets, and the right to levy fines and enforcement charges against person who do not clean up after their pets; (V) The right of an occupant to maintain an animal shall be subject to termination if the Board, in its full and complete discretion, determines that the maintenance of the animal constitutes a nuisance or creates a detrimental effect on Prosperity Harbor or the owners or occupants.
- 3. Pets:** (including cats) shall not be allowed to roam freely. No pets are to be housed outside of the dwelling. Feeding of wildlife is not allowed.
- 4. Go-peds:** Which are motorized scooters, are not allowed to be operated on any public street within the Village of North Palm Beach nor on any walkways or streets in Prosperity Harbor. The State of Florida recognizes a go-ped as a motor vehicle; therefore the operator must have a valid Drivers License.
- 5. Parking:** A Homeowner will not park or position vehicle so as to prevent access to another Homeowner or block sidewalks. Homeowner will obey posted parking and traffic regulations for the safety and welfare of everyone. **The speed limit is 20 MPH.** NO overnight parking on street between 10:00 pm and 6:00 am is permitted. Violators are subject to towing.
- 6. Commercial Vehicles;** NO commercial vehicles, trailer, boat, van or truck of any kind (including but not limited to any vehicle which has any exterior lettering or logo, or has tools or equipment attached), nor any non-commercial vans greater than 17 feet in length shall park or be parked at any time on any portion of the Common Areas or on any driveway or other portion of a Homeowner's unit except for commercial vehicles, vans, or trucks delivering goods, providing services, or loading & unloading of a recreational vehicle. Maximum allowable time is 24 hours.

7. **Vehicles:** The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats, motorcycles, and recreational vehicles within Prosperity Harbor and to the extent not prohibited by law, the streets within the development, and may enforce such regulations by levying fines or enforcement charges, having such vehicles towed away, or taking such actions as it, in its sole discretion, deems appropriate.
8. **Vehicles and Traffic;** The sidewalks, walkways, streets, and parking areas shall not be used for any purpose other than for ingress and egress dwellings and other areas of Prosperity Harbor.
9. **Vehicle Registration:** The Homeowner of each unit shall register their vehicles with the Association.
10. **Towing of Vehicle:** The Association shall have the right to authorize the towing away of such vehicles in violation of these rules: with cost and fees including attorneys' fees, if any, to be borne by the vehicle owner of the violator.
11. **Refuse Management:** All garbage and refuse from each homeowner shall be deposited with care in the homeowner's private garbage containers. No littering shall be done or permitted on the Association's property. Garbage and refuse containers may be placed for a pick up on the driveway apron, but on no other common property. Rigid side garbage refuse containers may be placed for the pick up after 6 pm of the night before the pickup. **Plastic bags may be used to put out garbage and refuse, but may be placed for a pick up only on the morning of pick up and not left out during the prior night.**
12. **Refuse Pick Up:** Empty containers after a pick up must be removed from the pick up location no later than 9 pm of the day of pick up. Garbage and refuse containers, when not placed for a pick up, must be stored in an enclosed location completely out of sight from the Common Areas.
13. **Landscaping Debris:** The pick up is scheduled **only** on Tuesdays and Thursdays in the AM and therefore shall be placed for a pick up after 6 pm of the evening prior.
14. **Garage Doors:** No garage door shall be left open except for temporary purposes.
15. **Garage/Yard Sales:** Garage or yard sales are prohibited.
16. **Signs:** All signs or symbols are prohibited. Each violation of this rule shall result in a \$100 fine to the homeowner effective immediately on the discovery of the violation and subject to appeal.
17. **Rentals:** Prosperity Harbor requires all sales and rentals to be approved by the Board of Directors prior to move in. A \$100 application fee and copy of the agreement is required.
18. **Damage:** Any damage to the common elements, property, and equipment of the Association caused by any homeowner shall be repaired at the expense of such owner of the unit causing the damage.

19. **Open Houses:** Open Houses are prohibited.
20. **Painting:** Homeowners wishing to paint their home and/or garage doors must complete the ARC Application and receive written approval from the ARC and/or Board of Directors prior to any work starting on the home. No two homes next to one another may be painted the same color, if approval for a color change is being requested. The homeowner must attach a color swatch or sample card, provided by Benjamin Moore, or of another companies same color and specification, showing the color the owner is requesting to paint their home, including the present Porter Paint color [on file at Porter Paints, 628 Northlake Blvd, 848-7222] if the owner is repainting the same color. The Trim color of the home may not be changed. Permanent approved hurricane shutters must match the Trim. In the case of Faux Painting front doors and garage doors the homeowner must provide a sample, with the application, of the Faux Painting, provided to the homeowner by their contractor, anytime painting of the garage doors is being requested. The only approved paint is Benjamin Moore and the colors are: Roxbury Carmel no. HC-42, Chestertown Buff no. HC-9, Putnam Ivory no. HC-39 and Hunington Beige HC-2L
21. **Shutters:** Homeowners wishing to install hurricane shutters must complete the ARC Application and receive written approval from the ARC and/or the Board of Directors prior to any work starting. Permanent shutters, such as accordion or Rolladen, must be the color of the trim on the home. Permanent shutters may be kept closed from June 1<sup>st</sup> through November 30<sup>th</sup>. Clear composite type panel shutters, which meet code and are approved, may be left up from June 1<sup>st</sup> through Novembers 30th. Removable hurricane shutters may be put up just before a hurricane and must be removed within 10 days after the storm passes. For any type panel or temporary shutters, except the clear composite type, to be left up from June 1<sup>st</sup> through November 30<sup>th</sup>, they must be painted the color of the trim on the home.
22. **Generators:** The ARC application for permanent generators must be completed and must be approved in writing by the ARC and/or the Board of Directors prior to installation. Generators must be installed per North Palm Beach codes effective August 1, 2005 and must be at least 10 feet from the walls of any building, decibel levels may not exceed 71, must be in back yard and shielded from view by landscape. Quiet Source Generator or equivalent generator subject to ARC approval, with a decibel level not to exceed 71 is the only acceptable generator. The owner must provide the Association annually a certified noise level test certificate. The Board has the right to test the noise level due to a complaint. Both the owner making the complaint and the owner of the generator are required to deposit with the Association the cost to have an independent certified test done on the generator. If the noise level of generator is found to be above the required 71 decibels, the owner of the generator would be required to pay for the test and have the generator corrected. If the generator is found to be in compliance with the required noise level, 71 decibels, the owner complaining would pay for the testing. The other deposit would be refunded.

**Note:** The above Rules & .Regulations are taken from other Homeowners Association's documents with some modification to fit our needs. The purpose of this list is for a starting point in the development of a set of working rules and regulations for Prosperity Harbor North.