

Version 7.0 (Approved 08/22/2019)

Debary Plantation Master
Home owners Association (HOA)
Architectural Review Committee (ARC)

Rules Handbook

This manual has been revised to reflect :

- (1) Ongoing Compliance with Government Statutes
- (2) New and Updated Rules
- (3) General Updating

C/O Bono Property Management
640 East State Rd 434
Suite 3000
Longwood, FL 32750

Table of Contents IE Index:

Use Restrictions and Restrictive Covenants for Residential Units.	Page 5
Single Family	
No Commercial or Business Purposes	
Garage Sales	Page 6
Leasing	Page 6
ARC Approval	Page 6
Swimming Pools	Page 7
Landscape Maintenance	Page 7
Exterior Decorative Features	Page 7
Statues and Fountains	Page 8
Flags	Page 8
Permanent flagpoles	Page 8
Windows and Window Treatments	Page 8
Building Location	Page 9
Dwelling Size	Page 9
Temporary Structures	Page 9
Sports, Recreation	Page 10
Boats, Motor Vehicles and Repairs,	Page 10
Commercial Vehicles and Parking	Page 10
Parking Fines	Page 11
Electric Powered Vehicles	Page 12
Segway	Page 12
Power chairs	Page 12
Fossil fueled or electric off-road vehicles	Page 12
Drones	Page 13
Vehicle Removal	Page 13
Mail Boxes	Page 13
Animals	Page 13
Signs	Page 14
Contractor Signs	Page 14
Property “For Sale” Signs	Page 14
“For Sale by Owner” Signs	Page 15

“Open House” Signs	Page 15
“For Rent” or For Lease” Signs	Page 15
“Garage Sale” Signs	Page 15
“Security” Signs	Page 16
“Chemical Hazard” Signs	Page 16
Signs in Common Areas	Page 16
“New Construction” Signs by Builders	Page 16
Political Signs	Page 16
Special Cases	Page 16
Nuisances	Page 16
Weeds and Refuse	Page 17
Upkeep/Exterior Maintenance of Property	Page 17
Tree Removal (for Safety)	Page 18
Driveways and Garages	Page 18
Stain Finishes	Page 19
Pavers and Other Decorative Concrete	Page 19
Paint or Other Topical Applications	Page 19
Fences, Walls, and Hedges	Page 19
Dog Runs	
Maintenance	
Sod, Landscaping, and Irrigation	Page 20
Planting Area	Page 20
Right-of-Way Area	Page 21
Septic Tanks	Page 21
Water Supply System	Page 21
Mechanical Features	Page 21
Trees	Page 22
Fast-Growth Trees	
Natural Areas Adjoining Golf Course	Page 22
Television and Radio Antennas	Page 23
Permissible Antennas	
Location of Antennas	
Safety Requirements	

Number of Antennas	
Garbage and Trash Receptacles	Page 24
Laundry	Page 25
Building Materials	Page 25
Roofs	Page 25
Maintenance	
Permissible Roofing to Screened-in Pool Area	
Screened in areas without a Pool	
Lakes	Page 26
Sidewalks	Page 26
Awnings	Page 27
Screen Doors	Page 27
Storm Shutters	Page 28
Dangerous Activities	Page 28
Archery/Bows and Arrows	
Fireworks	
Violation Process	Page 28
Violation Process for Fining	Page 29
Violation Process for Parking Violations	Page 30

Use Restrictions and Restrictive Covenants for Residential Units.

Covenants and restrictions governing the use of the Properties are as follows:
Only Approved Buildings and Structures. No building or structure shall be erected, altered, placed, or permitted to remain on any Residential Unit except those approved in accordance with Article XIII hereof. No more than one (1) living unit shall be permitted on each Residential Unit.

Single Family. Under no circumstances shall more than one (1) Family occupy a residence at one time. All homeowners must follow all county and city zoning for a single-family dwelling, and Properties shall only be occupied by a single family. "Single-family" means one (1) natural person, a group of two (2) or more natural persons who customarily reside together as a Single-Family Housekeeping Unit, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two (2) persons not so related, who customarily reside together as a single housekeeping Unit.

No Commercial or Business Purposes. No Residential Unit shall be used for any purpose except Residential. The term "Residential" is intended to prohibit any commercial use, trade, or any disallowed home business listed below, including professional office use, of any portion of any Residential Unit. Hobbies (even those that might involve an occasional sale), telephone, or telemarketing operations, telecommuting, storing business literature, or other inventory in the home, will NOT be considered operating a home business.

A home office is allowable for personal transactions, online business, and telecommuting provided that such uses do not involve any of the following uses:

Customers or clients coming onto the premises;

The posting of any signs on the premises;

Routine delivery, shipment, and/or sale of stock-in-trade or commodities upon the premises;

The home office/business adversely affects nearby dwellings or properties through nuisance such as noise, vibrations, odors, fumes, fire hazards, glare, electrical or radio wave interference, or the like;

**Vehicular traffic generated by the home office/business in greater volumes than would normally be generated by the dwelling unit;
Production, assembly, or finishing of products and materials.**

Garage Sales: There may not be more than two garage sales annually on any Property. Garage Sale Signs required by the HOA will be provided for temporary use.

Leasing: The leasing of any Property must be done pursuant to a written lease agreement, with said agreement including a provision that requires the tenants to comply with the Association's covenants, restrictions and rules. Any Owner desiring to lease the Property shall provide notice to the Association of an intent to lease, and a copy of the proposed written lease at least twenty (20) days prior to the tenants taking possession of the Property. No rooms of a home may be rented. Short-term leasing of all or any portion of Residential Units, defined as any lease less than seven (7) months in duration, is also prohibited. In no event shall any Property be used for transient residency, or as a boarding house or assisted living facility, unless required by law. The foregoing restriction shall not apply to the provision of in-home healthcare to any Owner or his/her family members. The Board may adopt reasonable rules to further regulate and restrict leasing including but not limited to background checks, tenant approval, registration of tenants, provision of lease terms, establishing lease caps and other limits.

Short term rentals including but not limited to, VRBO & Air B&B, are not permitted. Advertisement of any short-term rental is prohibited as a direct violation of the rules and regulations of the community.

ARC Approval.

Approval Required for all Exterior Alterations, Modifications, Improvements and Additions. No changes, alterations, modifications, improvements or additions to the exterior of the house or yard, including landscaping, may be made without ARC approval. *Special Note: ARC applications and approvals are required for all work or improvements to the exterior of the residence. When in doubt, an application should be completed and submitted.*

No Change to the Exterior of the Homes or Yard May be Made Without ARC Approval.

No building, fence, wall, pool and/or structure shall be erected or placed upon, altered, or permitted to remain on any Residential Unit unless and until the Owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications (including exterior

material and colors), and such plans have been reviewed and approved by the ARC, as provided herein. The ARC shall review the proposed building or structure (including plans and specifications for same) for: compliance with the Use Restrictions set forth herein, and the community-wide standards; the quality of workmanship and materials; the harmony of the external design; location of the building or structure with existing buildings or structures; the location of the building or structure with respect to the topography, landscaping, vegetation and the finished grade of elevation of the Lot; and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

Colors. Home painting color selection must be in compliance with the approved colors established by the ARC committee at the time the application is submitted. The approved colors may change from time to time by review of the ARC committee and approval of the Association's Board of Directors. Exterior paint cannot be the same, or look the same as Properties directly adjacent or opposite or diagonally opposite. Color must appear consistent on all sides. Color selections must be in harmony with each other (i.e. building material color, trim color, garage door color, roof color, and adjacent properties) as well as in harmony with the community. Wood must be painted or stained an approved stain/color.

Swimming Pools. No above-ground pools are allowed. All pools must be enclosed with a domed screened enclosure unless the home was originally designed as a courtyard home with an enclosure wall. Pools must comply with all applicable state, local, or county ordinances, guidelines and laws.

Landscape Maintenance. Owners need to maintain the property landscape package equivalent to existing property standards for DeBary Plantation HOA to include, but not be limited to, regular turf mowing to a four inch (4") height, and growth in between mowing not to exceed Six inches (6"), edging all turf contact with hard surfaces, weed control, and fertilization of both the turf and planting beds and the removal of any litter or debris from the lot.

Exterior Decorative Features.

Advance submission of the requisite ARC application for compliance review shall also be required for any other object permanently or indefinitely placed or displayed on the exterior of any Residential Unit, including but not limited to statuary, ornamentation, lawn furniture, grottoes, sculpture, flag poles, garden flags, maypoles, topiaries, birdbaths, birdhouses, birdfeeders, doghouses, fountains, and the like.

Exterior Christmas decorations are permitted for the time period immediately following the Thanksgiving Day holiday until the second weekend in January.

Statues and Fountains are limited to one (1) item no more than four feet (4') in height with a limit of three (3) items per yard with the other two under thirty inches (30") in height. Pots, landscape items, and stick-in-the-ground figures are not included as statuary. All statues and stick-in-the-ground figures must conform to the landscape in the neighborhood; No cartoon characters/caricatures are permitted, and the statues may not include any electronic lighting. Stick in the ground figures & pinwheels/decorations will not be permitted outside of Holiday decoration timeframes.

Flags. An Owner may display one (1) portable, removable United States flag and/or official flag of the State of Florida in a respectful manner as permitted by Florida Statute. Additionally, in lieu of the Florida State flag, an additional, removable official flag representing the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, may be displayed.

Permanent flagpoles must be approved by the ARC before installation. The above noted flags are the only flags that do not need ARC approval, but restrictions do apply: Flagpoles will be erected for the sole purpose of displaying the flag of the United States of America and/or Florida;

Flagpoles shall stand no higher than the top roof line of the Unit for which the application is being made or twenty (20) feet, whichever number is greater;

Flag size shall measure no more than four and one-half (4 ½) feet by six (6) feet when displayed on a twenty-five (25) foot pole, and three (3) feet by five (5) feet when displayed on a fifteen (15) foot pole;

Standard flag etiquette shall be observed at all times, or the privilege to display the flag will be revoked; **All other large, decorative flags on poles attached to a house must have ARC approval.** All sports flags/banners may be displayed for game day or weekend only. Holiday flags may be displayed for one (1) week prior and one (1) week after the holiday.

Windows and Window Treatments. Window treatments may be installed by Owners without ARC approval subject to the following: Window treatments shall only be maintained on the interior of the window, and shall be limited to blinds, shutters, shades, curtains draperies, decorative panels, or other tasteful permanent window coverings. Sunshades or non-storm roll-ups shall only be permitted on sliding glass doors. Window treatments that are visible from the street, either on the front elevation or on a

side elevation on a corner Lot, or visible from the Golf Course or any lake/pond shall be of neutral finish or natural materials and be of such color that it blends harmoniously with the exterior color(s) of the home.

Windows may not be covered with newspaper, aluminum/tin foil, sheets, or any similarly temporary window treatments. Reflective material/window tinting is permitted on windows so long as the color of the material is gray or bronze in color.

No flags, sheets, newspaper, cartoons, characterizations, signs, advertisements, lettering, political or other posters may be hung, displayed, inscribed, exhibited, affixed, painted, placed, or be otherwise visible on either the interior or exterior of a window, with the exception that one (1) small interior window sign stating that the resident is handicapped or a senior resident, or stating that the Unit is protected by a security system, may be installed. Interior, visible holiday window decorations are only for a limited time as further indicated for exterior holiday decorations in this Declaration.

Building Location. All front, side, and rear setback and Lot line construction restrictions for the Properties shall be as prescribed for single-family residences in the Planned Unit Development (Front- twenty-five feet (25'); Rear- twenty-five feet (25'); Side- seven and one half feet (7.5') as stated in the Community Development Code and Land Use Standards (CDC-LUS) as published in the construction guide, rules promulgated by the Architectural Review Committee (ARC) and the building code of the City of DeBary/County of Volusia, Florida.

Dwelling Size. No residence shall contain less than one thousand eight hundred (1,800) square feet of enclosed living area. The living area is defined as that portion of the residence having finished walls, ceilings, and floors, that is insulated, and that is heated and air-conditioned by a central system. The floor space within the garage, breezeway, porch, or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Temporary Structures.

Storage, Housing, Work. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Residential Unit unless approved by the ARC for use during construction only.

Sports, Recreation

No fixed/permanent basketball backboards/goals or any other game or play structures, tree houses, or platforms of a like-kind or nature shall be installed or constructed without the prior approval of the ARC. If approved, fixed game and play structures shall be located only at the side or rear of the dwelling, or in the case of any corner Lots, on the inside portion of the Lot within the setback lines. Portable basketball goals and game structures are permitted without ARC approval. Tree houses or platforms of a like-kind or nature shall not be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon. The ARC's determination of what constitutes the front, back, and sides of the residence and the Lot and whether or not to approve basketball backboards, fixed game, and play structures, tree houses, or platforms of a like-kind or nature for a Lot shall be final. All structures should not be visible from the street. All structures should not be visible from the street. All Structures requesting the location to be directly next to a fence or property line will be subject to ARC approval.

All portable (moveable) basketball goals (backboards, hoops, nets) must be manufactured by a commercial maker of portable basketball goals. Portable goals must not be placed on street or sidewalks. Portable basketball hoops may remain in the driveway of the home contingent they are maintained in a neat and attractive manner (posts may not be faded/chipped/damaged, all backboards must be maintained free of damage, nets must be in good condition and properly attached to the hoop).

All permanent or fixed play structures, tree houses, platforms, trampolines, etc. must be approved by the ARC before installation. The location and materials of such play structures must be approved before installation by the ARC. The appearance of all such structures shall be properly maintained.

Boats, Motor Vehicles and Repairs, Commercial Vehicles and Parking.

No boats or other watercrafts, boats and trailers, house trailers, motor homes, campers or other trailers, recreational vehicles, mobile homes, buses commercial trucks, commercial vehicles, or other similar vehicles shall be used as living space for residents or guests; Such boats, vehicles etc. cannot be parked in the driveway except to clean and re-provision them, and then only for a maximum of forty eight (48) hours in any 7 day period. Similarly, no such vehicles may be parked on the street (including the right of way thereof).

A "**Commercial Vehicle**" shall be defined as a vehicle that is used primarily in connection with the conduct of any business activity and is not being used primarily for the transportation of people. Any vehicle which displays business- related information, such

as business names, telephone numbers, or internet information, shall be deemed a Commercial Vehicle. A pick-up truck with a load capacity of more than three quarter ($\frac{3}{4}$) tons is deemed a Commercial Vehicle.

Those Commercial Vehicles specifically engaged in service to an Owner may be parked on the street or in a driveway, but only during the period the service is being rendered. No Owner or visitor vehicles shall be permitted to park on the street (including the right of way thereof) overnight or for a continuous period in excess of five (5) consecutive hours. *Please note that a city ordinance forbids parked vehicles (even in a resident's driveway) from blocking or obstructing walkways or sidewalks at any time and can result in fines being issued by the police.* Recreational vehicles such as motor homes, trailers, and boat and trailers are permitted to be parked in the driveway of the Owner, on a non-permanent basis of short duration for the purpose of cleaning, washing, and preparation for recreational use, but not to exceed forty-eight (48) hours and so long as it is not used as a residence. Permanent parking or storing of this type of vehicle on any Residential Unit or Property must be in an approved garage attached to the residence.

Parking vehicles in the street that causes an ongoing traffic hazard is not allowed. The Board may adopt reasonable rules to further regulate and restrict parking in the Association.

All parking-type violations in the DeBary Plantation Community Association area for all vehicles, including but not limited to, cars and trucks of all types and styles, motor homes, trailers, boats, Commercial Vehicles, motorcycles, etc., will be subject to the following

Parking Fines:

first offense \$25.00 per day;

Repeat offenses \$50.00 per day, up to a maximum of \$1,000.00 (Florida statute 720.305);

All parking fines will go through the **Grievance Committee**.

No inoperative vehicle, boat, boat-trailer, or trailer alone shall be parked or stored or otherwise permitted to remain on any Residential Unit except in an approved garage attached to the residence. No automobile, truck, or other Commercial Vehicle which contains lettering or advertising thereon which is identified with a business or commercial activity, shall be parked or stored or otherwise permitted to remain on any Residential Unit except in a garage attached to the residence.

There shall be no major repair performed on any vehicle on or adjacent to any Residential

Unit or on any public street or streets.

No vehicle may be parked in the driveway while covered with a blanket or other cover.

Electric Powered Vehicles:

Golf carts are to be used for golf-related activities and should enter the golf course at designated locations. They also may be used for point-to-point transportation in the community.

The expanded sidewalks on Donald E. Smith and DeBary Plantation Boulevard were designed for golf cart use. In all other areas of the community, golf carts are only allowed on the street and not on the pedestrian sidewalks.

A golf cart driver must be at least 16 years of age and be a licensed driver for use on a public street. Golf carts must be equipped with headlights, side, and rear-view mirrors, rear reflectors and a horn. Other than when being used for golf-related activities, golf carts may not be driven or parked on grass areas, sidewalks, or shoulders of streets. In that regard, all cart use must be within the scope of the law. (Florida Statute, section 316.1995) and follow the general rules of the road in the same manner as an automobile, including, but not limited to, adhering to speed limits, following one-way signs and use of arm-turn signals when turning.

All passengers of the golf cart must be properly seated while the cart is in motion and may not be transported in a negligent manner. The number of passengers shall not exceed the seating capacity of the cart. Golf carts may be parked on Common Areas intermittently (defined as three (3) hours or less). Golf carts cannot be parked on Common Areas overnight. Golf carts must be stored in the garage of the Owner's Lot. There must be room to park a golf cart on the Owner's lot.

Segway type vehicles may be used for personal transportation within the scope of the law.

Power chairs may be used for the handicapped within the scope of the law.

Fossil fueled or electric unregistered off-road vehicles may not be used on Common Property or cross over Common Property to access other areas. This includes: ATVs; Dirt bikes or motocross; Pickup trucks, two- or four-wheeled drive.

Any damage caused by these vehicles to Common Property will be the responsibility of

the Owner of the vehicle or the Owner who invited or allowed the driver/vehicle onto the Association Property, and the cost of repair will be charged to that Owner as an Individual Assessment.

Drones or other unmanned vehicles or any other technology developed, must respect the air rights of each Lot Owner. The air space up to five hundred feet (500') above each Unit is in the control of the Unit Owner and they may restrict its use including trespass. The air space above five hundred feet (500') is considered "Public Space," and is governed by the U.S. Government through the FAA. The Board may promulgate additional reasonable rules regulating the use of drones as it sees fit. In no case will the landing of these vehicles be allowed on Common Property.

Any damage caused by these vehicles to Common Property will be the responsibility of the Owner of the vehicle or the Owner who invited or allowed the driver/vehicle onto the Association Property, and the cost of repair will be charged to that Owner as an Individual Assessment.

Vehicle Removal. Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions, or in violation of any Rules and Regulations adopted by the Association concerning the same may be towed away, or otherwise removed, by or at the request of the Association and at the sole expense of the homeowner.

The homeowner is responsible for any such commercial, recreational, or other vehicle in violation of these restrictions or such Rules and Regulations. In the event of such towing or other removal, the Association shall not be liable or responsible to the owner of such vehicle for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association or its agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of provisions of this Section shall be grounds for relief of any kind.

Mail Boxes. All mail is delivered to the appropriate mail box at the kiosk for the particular area. No separate mailbox installation is allowed, except where approved by an existing sub-association's rule.

Animals. No livestock, poultry, or animal of any kind or size shall be raised, bred, or kept on any Residential Unit; provided however that dogs, cats, or caged birds may be raised and kept provided such pets are not kept, bred, or maintained for commercial purposes. Such approved pets shall be kept in the Owner's Unit and shall not be permitted to roam

free in the. All pets shall be kept off of the golf course and away from the club house at all times and shall not be allowed to roam free on the Properties as required by this document and the City Ordinance or leash law. All pets shall be leashed in accordance with the City of DeBary and Volusia County statutes and otherwise properly restrained and controlled when not within the boundaries of the Residential Unit or Lot where they live. All pet owners are responsible for the collection and disposal of all droppings.

Feeding of Feral Animals is not permitted.

Signs. No sign of any kind shall be displayed to public view on any Lot except for temporary signs of not more than four (4) square feet in an area advertising the property for sale or rent, garage or estate sales, and similarly appropriate private commercial information.

No commercial flags, pennants, or other such devices shall be allowed without ARC approval. All signs must be approved by the ARC, whose discretion shall be final. All approved signs must have a professional appearance.

Homemade signs are not permitted without prior ARC approval. The ARC may determine sign standards, consistent with the dimensions stated above and specific as to color, material, and print features. Builders, realtors, and all others displaying any sign on a Residential Unit shall be bound by this paragraph.

The ARC may establish standards for all signs.

Contractor Signs.

A single contractor sign may be posted in the ground at the house only on the days of construction and only while work is in progress on the property. No contractor signs may be displayed at any other time. For new construction, a second sign-post may be erected for the sole purpose of storing building plans for inspection approvals and subcontractor reference.

Property “For Sale” Signs.

Signs advertising a property for sale by a real estate brokerage may only be displayed as a single sign on the listed property that can be seen from the street. Golf course frontage lots may not have signs facing the golf course - only one (1) sign at the front of the property. Only one (1) “For Sale” or “For Rent” sign may be placed in a yard at a time, not one of each.

The Board reserves the right to change the type of for sale signs used by real estate companies to a common DeBary Plantation Golf and Country Club type sign. This will be done by a simple voice vote by the Board. Examples of the type of signs will be furnished and sixty (60) days' notice will be given to the real estate companies from the days of the Board vote.

“For Sale by Owner” Signs.

A single sign only may be displayed on the Property. No “sale by owner” signs, including directional, shall be displayed anywhere in the Community on Common Property, except for open house signs as described below.

Only one “For Sale” or “For Rent” sign may be placed in a yard at a time, and not one of each. The Board reserves the right to change the type of “For Sale” signs used by Owners to a common DeBary Plantation Golf and Country Club type sign. This will be done by a simple voice vote by the Board. Examples of the type of signs will be furnished and Sixty (60) day notice will be given to the Owners from the days of the Board vote.

“Open House” Signs.

Directional signs may be displayed in the Common Areas and at the house holding the open house on the day of the event. This rule applies to properties listed by a real estate brokerage or a “for-sale-by- owner” listing. The signs can only be in the HOA Common Area as long as the open house is open, and someone is in the house.

Directional Open House Signs are limited to one (1) sign per directional turn and one (1) sign in front of the home.

“For Rent” or For Lease” Signs.

A single sign only may be displayed on the property. No “For Rent” or “For Lease” signs, including directional, shall be displayed anywhere in the Community on Common Property except for “Open House” signs as described above. Only one “For Sale” or “For Rent” or “For Lease” sign may be placed in a yard at a time, and not one of each.

“Garage Sale” Signs.

“Garage Sale” signs may be displayed in the Common Areas and at the house holding the garage sale, but only on weekends (Friday, Saturday and Sunday). All “Garage Sale” signs must be those issued by the DeBary Plantation Homeowners Association. The Garage Sale signs presently cost \$25.00 each and if the sign is lost or damaged, the Homeowner will be responsible to reimburse the Association the cost of the sign. The Garage Sale Committee may also, at its own discretion, ask for a deposit up to the cost of the signs. The Garage

Sale Committee should have a handout of instructions to give to each Owner planning a garage sale.

“Security” Signs.

Florida Statutes mandate a right to all Homeowners to display a warning to let outsiders know that a residence is protected by a security and alarm system. A sign no larger than one (1) square foot is acceptable in this regard.

“Chemical Hazard” Signs.

A small, disposable lawn maintenance sign that warns passersby of a impending chemical hazard, is acceptable for a period of time not to exceed seven (7) days.

Signs in Common Areas.

No signs, with the exception of “Open House” and “Garage Sale” directional signs, may be posted on Common Area land or in the entranceway to any Community, without prior ARC approval.

“New Construction” Signs by Builders.

Advertising signs by builders may be placed in the front yard of the home until the property is sold. The arrow direction signs must say “Open House” (they may have the company’s logo or name). They may only be placed in the Association’s Common Property during hours that the Property is open for showing and someone is present at the house.

Political Signs.

Political signs of any kind are not permitted.

Contractor Signs.

Contractor signs are limited to one (1) sign in front of the home and are only permitted to be displayed during time of services.

Special Cases.

Special cases may exist and will be handled on a case-by-case basis. Approved exception will not commit the ARC to future approvals.

Unauthorized Signs will be removed by Management or a vendor hired by the Association.

Nuisances.

No noxious or offensive activity shall be conducted, nor shall any conduct or behavior be permitted to exist upon any Residential Unit, nor shall anything be done or permitted to

exist on any Residential Unit that could reasonably cause embarrassment, discomfort, or annoyance to another resident, or which may be or become an annoyance or private or public nuisance.

Examples of nuisances include, but are not limited to, noxious odors, excessive noise, domestic disputes, verbal or physical abuse, or conditions which will promote the infestation of pests. In the event of any questions as to what may be, or may become, a nuisance, such question shall be submitted to the Board of Directors of the Association in writing, whose decision shall be final.

Maintenance and irrigation of the DeBary Golf Club & Country Club property, and the machinery and equipment used for said activities shall not be considered a nuisance.

The Residential Units and Common Property shall not be used for any unlawful purpose and no use, conduct, or behavior shall be allowed which will increase insurance rates.

The Residential Units and Common Property shall be used in accordance with all federal, state, and local laws, rules, and ordinances.

Weeds and Refuse.

Turf areas and landscape beds must be relatively free of weeds.

No Residential Unit shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Residential Units shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators, composters, or other fixed equipment shall be used for collection, storage, or disposal of solid waste material. Yard waste may be placed at the curb the night before the City scheduled pick up ONLY.

Upkeep/Exterior Maintenance of Property and Residential Unit.

Residential Units and Properties shall be maintained in neat and attractive condition, and in the manner of a first-class residential neighborhood. Owners shall not permit unclean or unsightly conditions to exist on their Property or Residential Unit that tends to substantially decrease the beauty of the Property. This restriction shall apply before, during, and after any construction of the Residential Unit.

The Violations Committee will notify by mail any Owner of any condition to be rectified and shall order the area cleaned at the Owner's expense. This includes, but is not limited to driveways, sidewalks, street curbs and gutters, storm drain tops, building surfaces, roofs;

cracked, broken, or deteriorating structural finishes, windows, and doors; dead or dying landscape features; uncut and untrimmed lawns, trees, bushes; unkempt gardens and bedding areas; and any wear noted to structural features that would be reasonably visible to neighbors or passersby.

Lawns must be edged anywhere they abut to concrete or paved surfaces and mulched landscape beds. Turf areas and landscape beds must be relatively free of weeds and demonstrate that reliable pest/weed control, fertilization, and irrigation systems are in place.

Trees with canopies extending over public or private walkways and driveways must be trimmed and raised up to nine feet (9'), and over the public streets up to twelve feet (12') allowing unimpeded ingress, egress, and access. Additionally, trees must be trimmed so as not to obstruct street lamp illumination.

Pollarding of Trees is not permitted.

If an Owner continues to fail to properly maintain the exterior of the Residential Unit or Property, the Association, after first providing Owner with ten (10) days written notice with an opportunity cure, may access the Property to take the necessary curative measures.

Should such action be required, the Owner will be responsible to reimburse the Association for the cost of the curative measures taken, and all associated legal fees and costs incurred in seeking compliance from the owner. The Association may levy an Individual Assessment against the Owner in the manner detailed in Section 4.05 to recover any such unpaid costs.

Tree Removal (for Safety) – Trees on vacant lots or residential yards that have trees that are noted as safety hazards will be given 7 days' notice to clear the hazard or the HOA may step in, remove the tree, and levy an Individual Assessment against the Owner in the manner detailed in Section 4.05 to recover any such unpaid costs.

Driveways and Garages. No carports or detached garages shall be permitted, and each detached Residential Unit shall include a garage at least adequate to house two (2) automobiles. Garages shall be maintained as garages and shall not be converted to other uses. Garage doors must be kept closed except when in use. All dwellings shall have a paved driveway of concrete construction of at least sixteen (16) feet in width at the entrance to the garage. No driveway shall be constructed, maintained, altered, or

permitted to exist on any Residential Unit if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the Unit or in the street right of way or swale area adjoining or abutting the Unit. All driveways must be approved by the ARC.

Stain Finishes.

Stain finishes may be applied on driveways and walkways, and aprons, and the portion of the public sidewalk in line with the driveway if the color and type of material is approved by the ARC in advance of application. Materials and color shall not substantially detract from the beauty of the property. Stains must be picked from the list of approved stains. Stain finish is not permitted over public sidewalks, unless the Owner signs an HOA release form.

HOA Release Form is no longer applicable due to changes per city municipalities, therefore, stain finishes are not permitted over public sidewalks.

Pavers and Other Decorative Concrete.

Such materials may be used on driveways and walkways, aprons, but are NOT allowed on the public sidewalk by the City of DeBary if the color and type of material is not approved by the ARC in advance of construction. Materials and color shall not substantially detract from the beauty of the Property.

Paint or Other Topical Applications.

Driveways and walkways may not be painted or treated with any topical applications other than approved stains. The exception is 14.02 (m)(1).

Fences, Walls, and Hedges.

No fence, wall, or hedge shall be constructed, erected, or maintained on or around any portion of the Residential Unit that is within the minimum front building setback line, nor in any event, any closer to the front line than a line paralleling the front building wall (not the garage) of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to ornamental hedging or shrubbery used to screen mechanical equipment (provided it is no higher than forty-eight (48) inches) or any subdivision perimeter wall/fence. Within the other portions of the Residential Unit, no fence, hedge, or wall shall be erected which is greater than six (6) feet in height. No material shall be used for any fence or wall other than quality manufactured decorative painted aluminum or vinyl with no less than a ten (10) year manufacturer's warranty. New wood fence panels will no longer be allowed. Existing wood panels will be allowed to be replaced. If the fence has an unfinished side (e.g. exposed struts and posts) that side must face the Owner's Lot. No exposed concrete block or chain link shall be used. Any subdivision perimeter wall or fence that may be built shall

not be removed, altered, or damaged in any manner, and must be maintained against physical damage by the Owner or Owners of Lots on which said wall is located. No fence, wall, or hedge shall be constructed or maintained along the back Lot line of any golf front or waterfront Lot. No fence, wall, or hedge higher than forty eight inches (48") shall be constructed or maintained along the lot sidelines of a golf course or waterfront lot within forty feet (40') from the back Lot line. For privacy purposes, a fence, wall, or hedge not taller than six feet (6') around the patio/pool/deck area will be the recommended or preferred course of action.

Dog Runs.

Dog runs are not permitted. (A Dog Run is an enclosed fence on one side of the property but not the other).

Maintenance.

Maintenance of such fences shall include retreating wood (painting, staining, etc.) and replacing decaying panels. Fences must be free of mold and mildew.

Sod, Landscaping, and Irrigation.

Florida- Friendly Landscaping.

Florida-friendly landscaping is not mandatory; however, Florida-friendly guidelines for our Community are published on the web site and should be read by the Owner and shared with the landscape contractor before attempting any installation. While many plantings are "Florida Friendly," not all are allowed. If the Owner chooses to install Florida Friendly landscaping or wants to change his/her current landscape plan, a design plan must be submitted for review and approval by the ARC prior to starting such a project.

Zoysia sod, if approved by the ARC, shall be the sod for the entire lot with perimeter edging required as regular maintenance.

For like-kind replacement of St. Augustine for St. Augustine or Zoysia for Zoysia sod or existing landscape plants and shrubs, ARC approval is not required as this will be considered regular maintenance.

However, any expansion or change to the sod or planting beds does require ARC approval. The overriding authority is the State of Florida. (Florida Statute, section 373.185).

Planting Area.

A minimum of fifty percent (50%) of the "Planting Area" of any lot must be planted with sod, with a turf minimum of thirty (30%) in the front area designated as from the front line

of the house, not the garage, to the curb. No rock or other material will be allowed in the turf areas. The “Planting Area” of a lot for both turf and planting beds is determined as the remainder area (square footage) after deducting area for the house, the hard surfaces, driveway, walk ways, public sidewalk, patios, pool decks, and any “deeded natural easements.” The remaining “Planting Area” will be mulched beds with plants, shrubs, and trees. At least three inches (3”) of mulch or stone should be maintained at all times in the planting beds. Permeable weed control fabric may be placed under the mulch. Impermeable plastic or other sheeting is not permitted.

Removal of plants, shrubs, trees, existing landscape require ARC approval and full replacement to maintain the required landscape package per the Construction Handbook.

Right-of-Way Area.

The City of DeBary has authority over the “Right-of-Way” area from and including the sidewalk to the curb. The area between the sidewalk and the curb requires turf only – no hard surfaces, plantings, or trees are permitted.

Irrigation System

All yards shall be equipped with an underground irrigation system for purposes of watering sod and shrubbery. Said irrigation system must always be kept in working order .

Septic Tanks.

No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Residential Unit, unless prior approval is obtained by the ARC.

Water Supply System.

No individual Water Supply System shall be permitted on any Residential Unit without the approval of the Architectural Review Board. The Board realizes that those homes that do not have reclaimed water available have well systems for their yards. Those Units that have access to reclaimed water may not install a well. Homeowners are responsible to remove any rust that may take place.

Mechanical Features.

All exterior pumps, motors, air conditioning compressors, water treatment systems, water heaters, generators, storage tanks and other mechanical features shall be screened from view if visible from the street passing the front and side yards of the house either by a decorative structure at least forty-eight inches (48”) in height, or by mature landscaping material capable of obstructing the view from said streets.

Trees.

Trees may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s), the location of the replacement trees, and the repairs to the damaged ground, including the removal or grinding of the stump and the landscaping of turf or plantings at the site. Some trees may not need to be replaced, depending on the conditions of the Property. Anyone violating the provision of this subsection will be required to replace such trees with trees of like size and condition, upon demand by the Violations Committee. If the Owner fails or refuses to replace the trees as demanded, the Violations Committee shall cause suitable replacements to be planted, and the cost levied as an Individual Assessment against the Owner in the manner detailed in Section 4.05 to recover any such unpaid costs. The Owner grants to the Association, its agents, and employees an easement of ingress and egress over and across said Lot to enable it to comply with this subsection.

Removal of trees that pose an imminent danger to life or property may be conducted without notice to the ARC. However, a follow-up ARC application is required, outlining the work done with supporting documentation such as pictures and/or professional opinions at the ARC's discretion.

Removed trees, if warranted, must be replaced with a tree having a diameter of four (4) inches at minimum (measured four feet (4') above ground level). At the discretion of the Master ARC and in coordination with the Sub associations in communities with zero Lot lines and smaller Lots, they may be directed to use trees of only two inches (2") in diameter and not less than six feet (6') high. The variety of replanted trees will be determined by the amount of space available and the variety and species approved by the ARC.

Fast-Growth Trees. Magnolias, maples, oaks, and other fast-growth trees with ground-following root systems should be planted ten feet (10') or more from the sidewalks to prevent damage or lifting of concrete.

Removal of Vines. In keeping with Firewise recommendations, and to promote health and vibrancy to trees, it is required that homeowners remove vines that can grow up into tree canopies.

Natural Areas Adjoining Golf Course. The Lot boundaries adjoining the golf course right-of-way must remain in their natural state within the deeded dimensions (or minimum of five feet (5') if not noted on survey plat) inside the Property boundary line. Please Note:

Golf Course “Out of Bounds” markers do not mark/designate Property lines.

In light of evolving needs, the ARC, will permit, without prior approval, maintenance of this area in keeping with Firewise recommendations including trimming/thinning of undergrowth; removal of tree branches up to a height of ten feet (10’) from the ground; trimming of shrubs/bushes to a height of eighteen inches (18”); removal of dead trees, shrubs, and vegetation; and removal of noxious weeds and climbing vines.

This area is meant to look natural, and homeowners are therefore not permitted to maintain, groom, or decorate this area in such a manner as to detract from this natural theme. Furthermore, Owners are required to replace removed vegetation with like-kind, Florida-Friendly vegetation with required ARC approval.

Deeded Environmental Areas. Any maintenance or alteration to vegetation in these areas requires ARC approval and will be handled on a case-by-case basis. The guiding principles in these decisions will be minimizing danger to life and property, and Firewise considerations.

Television and Radio Antennas.

No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed on a Lot or Residence subject to compliance with the following requirements:

Permissible Antennas. These include direct broadcast satellite dishes (DBS) that are less than eighteen inches (18”) in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one (1) meter in diameter or diagonal measurement; and television broadcast stations antennas (TVBS).

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street, and in a location to minimize annoyance or inconvenience to other residents of the Community if this placement would still permit reception of an acceptable quality signal. The Board of Directors of the Association may promulgate rules and policies on suitable locations for each Lot.

Screening of Antennas. All antennas shall be screened or camouflaged from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least forty-eight (48”), or paint finishes that help the equipment blend in with its surroundings. Taller antennas shall be

screened to their full height if reasonably practicable.

Safety Requirements. To safeguard the Lot Owner and occupants of the residence in which the antenna is located, neighboring property Owners, and other Owners and Members in the Community, it shall be the obligation of the Owner to comply with all applicable local, state, and federal safety requirements. These include, but are not limited to, obtaining a permit for the installation of the antenna, and hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antennas in accordance with safety recommendations, and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry. Such customs and standards include compliance with electrical-code requirements to properly ground the antennas, and installation requirements to properly secure the antennas.

Number of Antennas. No more than two (2) antennas per Lot shall be permitted, unless a greater number is approved by the ARC.

Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996, as well as the federal administrative rules promulgated thereunder, currently contained within 47 CFR 25.104 (Code of Federal Regulations - Title 47: Telecommunication), as the same may, from time-to-time be amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Lot Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

Garbage and Trash Receptacles.

All Residential Units shall have trash and garbage receptacles or storage receptacles for fuel and similar materials located either within the structure of the Residential Unit or within a screened area on the Unit which is not visible from the street or from any neighboring Unit or Lot.

Furthermore, all garbage cans and trash receptacles must be stored behind the front setback of the house, where they are not visible from street view. Trash cans, yard waste, and weeds may not be put out before 6:00 P.M. the night before pick-up or preferably, the

morning of the pick-up to mitigate the attraction of bears and other wild animals. The cans and receptacles must be removed from the curb by 8:00 P.M. after pick-up. DeBary City Ordinance 38-100 states: "Containers shall be removed within Twelve (12) hours after collection and shall not be placed at the collection point more than Twelve (12) hours prior to collection." Trash cans must be placed at the end of Owners' driveways and may not be placed in the street to obscure or impede traffic or cause a hazard.

All yard cuttings and weeds must be bagged and may not be left in the street until the night prior to pick-up following the same guidelines for trash pick-up. Large yard cuttings must be secured in three (3) foot bundles. Excessive amounts of bulk trash or junk may require special service. Contact your local waste service provider for limitations and restrictions. Trash/garbage stored outdoors must be placed in receptacles with secure lids that will further discourage and prevent foraging by animals.

Laundry.

Outdoor clothes drying areas will be permitted within the confines of a residence's screened enclosure, or in an enclosed yard so long as they are reasonably concealed from neighbors and passersby. (Florida Statute 163.04 (2)).

Building Materials.

Only finished materials such as brick, stucco, natural stone, painted siding, block and wood shall be used for exterior surfaces of buildings and structures. Cypress, cedar, redwood, or other durable wood types will be encouraged as well as natural stone or brick. All exterior materials shall be authentic (not artificial or simulated or composite). Aluminum, vinyl, or other artificial materials are allowed for fascia and soffits for siding.

Roofs.

Minimum roof pitch shall be 6:12 on all sides. No shed roof or flat roof will be permitted without prior approval from the ARC.

Roof material shall be composition asphalt tile, concrete tile or wood shakes. Composition shingles must have a minimum twenty (20) year warranty and be stain/fungus resistant. Aluminum or vinyl roofing is prohibited. Color must be in harmony with the exterior finish color and adjacent Properties and approved by the ARC.

Maintenance. All roofs must be maintained free of mold, mildew, algae, missing shingles, and/or broken tiles.

Permissible Roofing Added to Screened-in Pool Area. A small, flat, elite roof, twenty feet by twenty feet (20'x20'). Six inches (6") of expanded polystyrene foam cladded in aluminum, with a small pitch, and attached to the existing normally pitched, roof can be added to a screened-in area surrounding a pool. . The rest of the screened area must remain a domed screen.

Pre-Fabricated Screen Rooms are not permitted.

Screened in areas without a Pool may have an (3-6 inch) Elite roof of expanded polystyrene foam cladded in aluminum, with a small pitch, included in the area not to exceed 25% of the screened-in area with ARC Approval.

Lakes.

There shall be no swimming or boating in any of the lakes, ponds, or retention areas owned by the DeBary Plantation Community Association (see exception below). There shall be no removal of water, no discharge of any materials or water, no removal or interference with aquatic vegetation, and no alteration of the banks of shoreline of any lake, pond, or retention area within the Properties, except under the direction of the DeBary Plantation Master Association Board of Directors.

There is a designated fishing area specifically for Quail Lake for DeBary Plantation residents and their guests. There is a designated fishing area on Quail Lake at the weir (at the north end of the lake) for those residents who do not reside on the Quail Lake. Only Quail Lake residents are authorized to use non-motorized boats on Quail Lake. Additionally, all other lake-front area is the private property of the Quail Lake homeowners and should not be trespassed.

Access to the designated fishing area can be suspended by the Board of Directors at any time if needed.

Sidewalks.

The Property Owner is responsible for maintaining the sidewalks and sidewalk areas abutting the Lot, including, but not limited to, street curbs and gutters, storm drain tops, and driveways and driveway aprons, sidewalks and sidewalk areas abutting the lot shall be maintained at all times (including the removal of mold, mildew, and staining).

Trees, shrubs, landscaping, fixtures, and other personal items or improvements on any adjacent Unit, Lot or Common Area shall be maintained appropriately so as to provide an obstacle-free path on such sidewalks.

The sidewalk and sidewalk areas abutting the Lot must also remain free of all other obstacles such as playthings, work items, personal belongings, trash and refuse, etc. Dangerous cracks or heaving (uplifting) should be reported to the City of DeBary in order that repairs can be scheduled.

Sidewalks in the Sub-Associations shall defer to their Sub-Association documents.

Awnings.

It is the policy of the ARC to deny any applications for the installation of awnings or any material for the street side of the home. However, awnings will be considered for approval when attached to the side or rear of the home on a case- by-case basis. Approved awnings may be made of fabric with metal frames and be stationary or retractable. The color must either be the same color as the exterior of the home or a complimentary color.

Approval of the color is at the discretion of the ARC. For an awning that is permanently affixed to the home, it must match the exterior color of the home or any painted surfaces, and the roofing material must match the roofing color and texture of the home. It is the responsibility of the homeowner to provide to the ARC, along with a completed application, samples of any materials or colors to be considered.

Screen Doors.

Front Entryways. Screen doors at front entryways and side entryways should present an almost invisible appearance from the road. These can be “full door” style or the “retractable” style, but the framework should blend in with the existing entryway colors and have very small or no solid panels. The screens must be stretched tight and be wrinkle-free.

It is not permissible to screen in or enclose the entire front entryway.

Pool and Screen Enclosures. Screen doors on pools and screened patio enclosures have an established aesthetic, and commonly include a larger, solid aluminum panel and cross bar. They are colored to blend in with the enclosures’ framework.

Garage Doors.

Garage door screens are not permitted.

Front or Side Entrances. Screen doors for front or side entryways to a home are only permissible if pre-approved by the ARC.

Storm Shutters.

Permanently installed storm shutters or devices, including but not limited to, accordion shutters, are not permitted. Temporary storm shutters or protection of any type may be installed when there is imminent danger of a severe windstorm, as predicted by the national and local weather services. This may take the form of shutters, protective film, or plywood that will secure a resident's property to his/her satisfaction. Such temporary protection must be removed and stored out of sight within seven (7) days of the passing of the storm.

Dangerous Activities

Archery/Bows and Arrows: There shall be no archery on Association property. No person shall discharge a bow and arrow, a cross-bow, or any device which holds a string and arrow in the firing position, anywhere on Association property for any reason.

Fireworks: Fireworks shall not be permitted in the community. For the purpose of this provision, the term "fireworks" shall include, but not be limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks.

Violation Process.

Debary Plantation Community Association Inspection and Violation Process.

Along with enforcing the covenants, conditions, and restrictions in its own Governing Documents, the Master Association may also work with the Sub-associations to enforce covenants, conditions, and restrictions in the Sub-association governing documents.

The following Violation Process is the desired protocol to be followed by the Master Association and Community Association Manager ("CAM") in enforcing the Master Associations' governing documents. The failure to comply with any of the procedures detailed below shall not be deemed a waiver of the Association's enforcement rights, nor a basis to thwart or extinguish the Association's enforcement efforts.

The Violation Process may start from one of the following scenarios:

Complaint from an Owner or Resident; or Violations detected on the scheduled inspections by the Master Association Community Association Manager (CAM) representative (and a Sub-Association designee, when appropriate).

Violations are based on the Master and each Sub-Associations Use Restrictions and Restrictive Covenants as amended, and relevant ARC Manuals and rules, as applicable. Specific forms and letters for this process will be those approved for use in this document.

Violation Process for Fining.

DeBary Plantation Community Association Inspection and Violation Process

A violation moving to the fining process is presented to the Master Board of Directors at a Board Meeting. Based upon reviewing the pictures and the evidence, the Board of Directors by Board vote may levy the proposed fine for each to be included in the hearing notice. The fine amount is regulated at a maximum of \$100/day up to \$1000.00 in accordance to Florida Statute 720. Once the Board votes on the fine amount, the violation is sent to the Grievance Committee. This action will result in a \$35.00 administrative fee charged to the Owner. Note: **Grievance Committee meetings are not advertised for public attendance, they are scheduled via certified letter.**

The Association will send a notification by both certified and regular U.S. mail, to the Owner with at least fourteen (14) days' notice of a scheduled date to appear before the Committee, with a copy to the Sub-association representative. The notice shall state the date, time, and place of the hearing, the governing provision that has been violated, a short and plain statement of the matters asserted by the Committee, and the amount of the proposed fine.

The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation, or each day during which it continues, shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law as may be amended from time to time. Photos taken by the CAM will become part of the violation file. This action could result in an administrative fee determined by the DeBary Plantation Master Association charged to, and to be paid by, the Owner. This provides the Owner an opportunity to present his/her case.

At the hearing, the Committee shall hear any defense to the charges of the alleged violation, including any witnesses that the alleged violator, the Owner, or the Committee may produce. Any party at the hearing may be represented by counsel. During the Committee Meeting, the Committee shall review all the facts associated with the case and listen to the homeowner's input before deciding on a course of action.

After the hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Committee, by a majority vote, deems there is no sufficient evidence of a violation, the imposed fine shall be disapproved, and no further action need be taken other than to apprise Owner that the fine will not be levied. If the Committee, by a majority vote, determines that there is sufficient evidence of a violation it may either extend the date for the violation to be fixed or it may approve the fine imposed by the Board. If the Committee extends the date for the violation to be

fixed, it shall set the date of a continued hearing at which time the Owner may again appear and present proof that the violation has been satisfactorily cured. After the continued hearing, the Committee will vote on the fine imposed by the Board of Directors.

The Committee shall forward its findings, conclusions and fine approval to the Board of Directors. In the event the Committee approves to levy the fine, the Board of Directors shall send a written notice to the violator and the Owner advising that the fine has been levied, requiring payment of the fine immediately upon receipt of such notice.

In the event any Owner fails to pay in full any such fine(s) levied, after proper notice and the opportunity for hearing as provided for above, an Individual Assessment may be levied against the Owner as provided for in Article 4 of this Declaration. The Board of Directors shall alternatively have the power and right to file an action for injunctive relief and/or damages personally against the Owner and or its occupant, licensee, or invitee in a court of proper jurisdiction to obtain a monetary judgment collecting the fine. Any action to recover unpaid fines shall include recovery of any attorneys' fees and costs incurred prior to and within the action to recover such fines including, but not limited to, any pre-litigation attorneys' fees.

Violation Process for Parking Violations.

All portions of The Violation Process contained in (**Violation Process for Fining**) will apply to the violation process for parking, with the exception of the time intervals for the notification letters, and the fine amounts.

The first notification letter will be sent when a violation is first observed. If within two (2) weeks, the violation is not cured, or reoccurs, a second notification letter will be sent.

A third (grievance) letter may be sent one (1) week after the second notification letter.

If the issue remains unresolved for more than twenty-eight (28) days, the Association may commence legal proceedings and/or proceedings to impose a fine against any Owner for the failure of the Owner's tenant, guest, occupant, licensee, or invitee to comply with any parking provision of the Declaration, the By-Laws, Architectural Guidelines, and/or Rules of the Association.

The Board and/or Grievance Committee may use the log information provided by the Security Group to determine the number of incidents of parking violations, and may issue fines up to twenty-five dollars (\$25.00) per incident up to a total of one thousand dollars (\$1,000.00) per violation of the parking regulations. Unpaid parking fines may be levied as an Individual Assessment against the Lot in the manner provided for herein.