

Sandalfoot Cove One Homeowner's Association, Inc.

Community Rules & Regulations

Printed April 24, 2009,
Amended in February 2013
Communication Information Revised February, 2018

Rules and Regulations. The following Rules and Regulations for Sandalfoot Cove One HOA. Inc. have been either extracted from the "Declaration of Conditions, Covenants, Restrictions and Reservations" and its Amendments or adopted by the Board of Directors (date referenced). The rules apply to all Property Owners and their families, renters, and guests. The rules are automatically a part of any lease (even if they are not attached), and each Property Owner is responsible for providing their renter(s) a copy of the Rules and Regulations and follow them.

Communication. Any complaints regarding non-compliances must be submitted in to: J&L Property Management. Contact Information is as follows:

- Address: 10191 W. Sample Rd. #203, Coral Springs, FL 33065
- Website Address: www.JLPropertymgmt.com
- Email Address: Jim@jlpropertymgmt.com
- Phone Number: 954-753-7966

Enforcement. The rules will be strictly enforced. If the rules are not followed by any Property Owner, renter, occupant, or guest, the Property Owner will be responsible for corrective action, damages, and fines. The Property Owner will be notified of non-compliance by letter. The letter will specify the non-compliance issue and a date, at least fourteen (14) days beyond the date of the letter, will be established by which time the non-compliance must be corrected. The letter will also advise of a specific date at which time the Fining Committee will meet to discuss the non-compliance issue to determine if the Property Owner should be fined. This meeting will be scheduled to convene at least fourteen (14) days after the date the letter is sent out. The property owner will be invited to attend this meeting to discuss the issue if he/she wishes. If the Fining Committee decides that a fine is appropriate, the fining will begin the day following the meeting or at a date agreed to with the Fining Committee. The property owner will be notified when the fines begin to accumulate.

The fine for non compliance of the Declarations of Conditions, Covenants, Restrictions and Reservations its Amendments and the Rules and Regulations will be fifty (\$50) dollars per day beginning on the day the fine commences or such later date the Fining Committee deems to be more appropriate. Fines can accumulate up to a total of one thousand dollars(\$1,000.00) for each violation. If during the fining period the property

owner corrects the non-compliance issue the property owner must notify the Board of Directors by phone, email or letter so that fining can be discontinued.

An invoice will be issued for applicable fines at the termination of the fining period. The invoice will be payable 15 days after the date issued.

It is the sole responsibility of the property owner to notify the Management Company when a non-compliance issue has been corrected.

All fines not paid when due may be forwarded to an attorney for collection. All collection costs and attorney's fees will be paid by the Property Owner as per Florida Statutes.

**RULES AND REGULATIONS APPLICABLE TO ALL
PROPERTY OWNERS, OCCUPANTS AND GUESTS**

1. Annual HOA Dues. Association dues must be paid by the due date. Payments not received within 15 days of the due date will be subject to a \$25.00 late fee.
2. Residential Use. ALL LOTS IN SANDALFOOT COVE ONE are designated as residential lots and shall not be used for any purpose other than the housing of one single family. .

"Single-family household" is defined as a household in which the residents are related by blood, adoption, or marriage; for example, a household of spouse- spouse, parent-child, grandfather-child, sibling-sibling, or any combination thereof.

Notwithstanding the foregoing, in the event only two residents reside in a home, such residents need not be considered members of a single-family household. Additionally, in the event any resident requires a full-time licensed care-giver to reside in the home for the sole purpose of providing care to the resident, the licensed care-giver need not be considered a member of a single-family household.

3. Cleanliness. All Property Owners shall be responsible for keeping their lot(s), driveway(s), sidewalks and patios, clean and free from debris or excessive storage. Siding must be cleaned regularly so that mold and mildew do not accumulate and discolor the siding. Siding must be repaired if damaged. Carports are to be kept clear of all clutter and not used as a storage area but for items such as automobiles, motorcycles and golf carts. Landscape plants, trees, etc. must be trimmed and under control. Areas that are not maintained by the lawn maintenance personnel must be maintained by the property owner and weeds kept under control.
4. Alterations/Modifications. With respect to each residential lot: No structure, add-on or accessory may be placed thereon without the written consent and approval of Sandalfoot Cove One HOA's Architectural Control Committee as to location, position,

set-back and architectural quality. In considering whether to grant such approval, the Architectural Control Committee shall consider, among other things, the general aesthetic appearance of any such structure, add-on or accessory, its effect upon neighboring lot owners, and its effect upon the Sandalfoot Cove One community, as a whole.

5. Parking. Parking of any motorized vehicle on or over any grass area, dirt area, or sidewalk is prohibited.

6. Domestic Animals/Pets. Dogs, cats, fish, birds and other domestic animals may be kept in homes only in compliance with Association rules and Palm Beach County Ordinances. No Pit Bull dogs shall be allowed at all. Except for birds and fish, no more than two animals may be kept in a home. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Leashes may not be tied to objects and must be held by a person who can control the animal at all times. Lot owners, renters and guests of a home where an animal is housed have the responsibility to promptly clean up after such animals have defecated in or on lots belonging to others. Dog owners are required to properly pick-up and dispose of their pets waste. Used cat litter must be disposed of only in trash receptacles. Lot owners, renters and guests must keep their homes in a sanitary condition and free from fleas, pet parasites and noxious odors. Lot owners shall be liable for damage caused by its renters, guests, or its own pets to other lot owners' property. Pet feeding bowls may not be left outside. The Board of Directors may require permanent removal of any pet when the pet or its owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board after receiving their due process hearing before the Board.

7. Recreational Vehicles/Boat/Trailers. No boat, boat trailer, travel trailer, motor home, camper, or any trailer of any kind, may be stored or kept upon any residential lot except with respect to waterfront lots, any owner thereof may keep and store any boat (defined as a boat under 15' and powered by an engine no larger than 7.5 horsepower) owned by him in the canal immediately adjacent to his lot or at a boat dock erected at the canal bank (and approved by the Architectural Control Committee), or drawn up upon the canal bank within the owners lot.

- a. A boat, boat trailer, travel trailer, or any trailer of any kind may be parked upon your residence for a period not to exceed 2 hours for the purpose of loading and unloading. You may also choose to leave boat, boat trailer, and travel trailer in the road for temporary storage, however this must be done in compliance with county and city codes.

8. Signs. No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written approval of the Architectural Control Committee, except that small signs setting forth the owners street address or family names shall be permitted.

9. Fences. No fence shall be erected on any lot or any portion thereof, without the written approval of the Architectural Control Committee first. With respect to location of fences, and approval thereof, consideration shall be given to the lawn maintenance provisions. No fence, hedge or landscaping features shall be placed or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

10. Home Removal/Vacant Lots. All Property Owners shall submit a written request for the approval of the removal of any home in Sandalfoot Cove One, to the Architectural Control Committee, as to comply with proper lot preparation and all relevant building codes. All vacant (no home on property) lots shall be kept neat, clean and free from any construction equipment, debris or hazardous materials during the transition period between the removal of a home and the delivery of a new home.

11. Skirting. All homes shall have skirting installed completely around the home at all times. All skirting shall meet the requirements of the Architectural Control Committee.

12. Clotheslines/Clothes poles. No clothesline or clothes poles may be placed on any lot, except for one "umbrella-type" clothes pole for each lot, which shall be placed in the rear of the lot in such a manner that it shall not be visible from any street, and such umbrella-type clothes pole shall be removed when not in use.

13. Garbage/Trash/Recyclables. All garbage, trash and recyclables shall be placed neatly at the curb/gutter no earlier than 24 hours prior to a scheduled pick-up day. All receptacles and recycle bins must be removed from the pick-up area no later than 24 hours after a scheduled pick-up day. Except when placed for pick-up, no receptacles or recycle bins shall be visible from the street in front of your own lot.

14. Acknowledgement. Upon the closing of property or a signed lease in Sandalfoot Cove One, all Property Owners and renters acknowledge the fact that they have received and read the "Rules and Regulations".

DISCLOSURE SUMMARY
FOR
SANDALFOOT COVE ONE HOA, INC.

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY YOU WILL YOU WILL NOT BE PERMITTED TO RENT THIS PROPERTY TO OTHERS UNTIL YOU HAVE LIVED IN IT FOR ONE (1) YEAR FOLLOWING THE DATE OF PURCHASE.
4. YOU WILL BE OBLIGATED TO PAY DUES TO THE ASSOCIATION. DUES MAY BE SUBJECT TO PERIODIC CHANGE. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. THERE ARE NO SPECIAL ASSESSMENTS AT THIS TIME.
5. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
6. A LATE FEE WILL BE ASSESSED IF THE DUES OR SPECIAL ASSESSMENTS ARE NOT PAID WHEN THEY ARE DUE AND BECOME PAST DUE.
7. YOUR FAILURE TO PAY DUES OR SPECIAL ASSESSMENTS DUE THE HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
8. FAILURE TO FOLLOW THE DECLARATIONS, BYLAWS AND RULES ANO REGULATIONS CAN RESULT IN THE PROPERTY OWNER BEING FINED.
9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
10. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE HOMEOWNERS' ASSOCIATION.

EXHIBIT"A"

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDALFOOT COVE ONE
HOMEOWNER'S ASSOCIATION, INC.

The original Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove is recorded in Official Records 1729, Page 285, of the Public Records of Palm Beach County, Florida (the "Declaration").

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article 3 of the Declaration is modified by adding the following as a new Section (n):

(n) Leasing/Rental, Any owner who desires to sell/lease/rent his or her lot shall be required to provide notice of such proposed sale/lease/rental to the Association at least (30) days prior to the desired sale/start of the lease/rental. The Association shall have the authority to approve or disapprove any proposed sale, purchase, lease or proposed buyer/tenant in accordance with the procedures and requirements identified in this section as follows:

- (1) Only approved owners/tenants may reside in a home. Accordingly, all individuals (over 18 years old) who desire to reside in a home must apply for approval by the Association.
- (2) The Association shall have the authority to charge an application fee in an amount to be determined by the Board of Directors from time to time, which in no event may exceed the highest amount permitted by applicable law.
- (3) The Association shall have the authority to conduct a criminal and credit background check on each prospective owner and/or tenant in order to determine whether such individual is eligible pursuant to the requirements of this Section. The fees for conducting these background checks must be paid in advanced by the prospective tenant or prospective owner. Additionally, the Association shall have the authority to conduct a personal interview with all prospective tenants.
- (4) Subleases and assignments of leases shall be prohibited, and no portion of any home or lot may be rented other than the entire home or lot.
- (5) The owner will be jointly and severally liable with the tenant to the Association for any injury or damage to property caused by the tenant.
- (6) In the event an existing lease/rental is being renewed or extended, notice of such renewal or extension, and a copy of the renewed or extended lease must also be provided to the Association at least thirty (30) days prior to the end of the original lease term. Provided that tenant has not violated any governing document rule or regulation of the Association, the Association may waive the requirement for the tenant to re-apply for approval for a renewed or extended lease.

- (7) As a condition to approving any proposed lease or lease renewal, the Association may require that the owner and each tenant to enter into a lease addendum with the Association on a form approved by the Association in its sole and absolute discretion. Such lease addendum may include, without limitation (i) the Association's right to evict any and all tenants for violations of any governing documents, rules or regulations of the Association; (ii) the Association's right to demand that the tenants make any and all rental payments directly to Association, If the owner becomes delinquent in payment of any monetary obligation to the Association; and (iii) any other provisions reasonably calculated by the Board to provide for the preservation of the safety, welfare or peace of mind of the Association's residents.
- (8) The Association may deny any proposed sale, owner, rental, lease or tenant including renewal extensions of a rent/lease. based upon the following factors:
- (a) The person(s) seeking approval has been convicted at any time of a felony involving violence to a person or a felony where the victim was a minor; or
 - (b) The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
 - (c) The person(s) seeking approval takes possession of the lot prior to the approval by the Association as provided for herein: or
 - (d) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this or any other association as a lessee, guest, owner or occupant of a lot; or
 - (e) At the time of the application or at any time prior to the time approval is granted, the owner is delinquent in the payment of any monetary obligation to the Association, or if the lot or property owner is in violation of any provision of any governing document, rule or regulation of the Association which remains uncured at the time the Association makes its decision regarding the proposed lease.

(9) This amendment shall not affect any right of any owner who was a record owner of a lot on the date that this amendment is recorded. No lot may be rented by the owner until such time as the owner has owned a lot in the Association for a period of at least twelve (12) consecutive months, notwithstanding the foregoing, so long as the property owner has owned one (1) lot for at least twelve (12) consecutive months, the owner may purchase and rent/lease an additional lot without being subject to the above waiting period. The date that the Instrument of conveyance is recorded in the public records of Palm Beach County, Florida shall commence the twelve (12) month period. If a property owner owns two (2) properties, the owner must live on one (1) of the properties. Only one (1) property may be rented, regardless of the number of properties owned by the owner.