

# DANIELS PRESERVE HOME OWNERS ASSOCIATION

## RULES & REGULATIONS

The following rules and regulations were adopted by the Board of Directors on February 9<sup>th</sup>, 2006. The Rules and Regulations of the Association are similar to the Restrictions and Covenants contained within the documents. There are also additional Rules and Restrictions contained in the Association Documents. All home owners are encouraged to read their Association Documents and be familiar with all the Deed Restrictions, Rules and Regulations.

Owners violating Rules and Regulations are subject to fines according to Florida Statute 720 which is the statute that regulates Home Owners Associations.

You may report any violation in writing to Sterling Property Services, 27180 Bay Landing Dr., Ste. #4, Bonita Springs, Fl. 34135, Attn: Alden K. Williams.

Home Exteriors. The Owner of each Home has the duty to maintain his Home and all exterior surfaces, roofs, facias and soffits of the Home and other improvements located on his Lot in a neat, orderly and attractive manner. The Owner's maintenance duty includes maintaining screens, screen enclosures, windows and doors. The minimum standard for the Owner's performance of exterior maintenance is consistency with the general appearance of the Home as initially constructed and subsequently improved, considering, normal weathering and fading of exterior finishes, but not to the point of unsightliness. Each Home Owner is required to clean, repaint or restain, as appropriate, the exterior portions of his Home (with the same colors initially used), including exterior surfaces of garage doors, as often as is necessary to comply with the minimum standard. The Board of Directors may adopt rules governing the frequency of required exterior Home cleaning, repainting or restaining.

Association's Maintenance Right Upon Non-Compliance. The Association and its agents may enter any Lot following Notice to its Owner and during reasonable hours to inspect the Lot, Improvements and Landscaping. If the Association determines the Owner's Maintenance duty is not being performed, the Association will notify the Owner. Except in an emergency, following Notice and the expiration of any cure period set forth in the notice, the Board may perform the necessary Maintenance to the extent the Owner has failed to do so. All costs of Maintenance incurred by the Association hereunder will be assessed to the Owner and Lot as an Individual Assessment.

Offensive Activities and Nuisances. No illegal, noxious, unpleasant, unsightly, noisy, or offensive activity shall be carried on or conducted upon or from any Lot nor shall anything be done thereon which may be or tend to become or cause an unreasonable annoyance or nuisance, whether public or private, to residents in the immediate vicinity, or to Daniels Preserve in general, or which may be or tend to become an interference with the comfortable and quiet use, occupation, or enjoyment of any other Lot or any common

property, unless specifically approved in writing by the Association. No activity that unreasonably interferes with another Owner's use and enjoyment of his Lot or the Common Areas may be conducted or maintained on any Lot. Any activity on a Lot which interferes with television, cable, radio, or internet reception on another Lot is a nuisance and a prohibited activity.

Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by Declarant during construction and sales, no structure or a temporary character, or trailer, mobile home or recreational vehicle, is permitted on The Properties at any time. No gas tank, gas container or gas cylinder is permitted to be placed on a Lot, except a tank used for one (1) swimming pool heater which is screened from view, one (1) gas cylinder connected to a barbeque grill and another tank as is designed and used for household purposes. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices must be reasonably screened from the view of adjacent and contiguous Lots, sidewalks, lakes and Roads by landscaping or other means.

Signs. No sign or billboard of any kind may be displayed to the public view from any Lot or Home including window signs without the prior written consent of the Board of Directors (which consent may be withheld in their sole discretion) except as follows:

-One professional sign inserted in a sign holder by an Owner or an Owner's real estate agent advertising the Lot for sale or lease; the sign must be removed promptly after the sale or lease of the Lot.

-The sign must be no larger than a 9" x 12" black frame. The post must be black, no more than 4 feet in length with a tan face and black letters. The set back of said sign must be 20 feet from the roadway.

Pets. No reptiles, livestock, poultry, pigs (including pot bellied pigs) or animals of any kind, nature, or description shall be kept, bred, or raised upon subject property unless specifically approved in writing by the association, except for dogs, cats, birds, or other usual and customary household pets (which weigh less than seventy-five pounds) which may be kept, raised, and maintained upon subject property, provided that the same are not kept, raised, or maintained thereon for business or commercial purposes, or in number deemed unreasonable by the Declarant or the Association in the exercise of their reasonable discretion. Numbers in excess of two (2) of each such type of household pet, or a total of five (5) (other than aquarium-kept fish) shall be prima facia and considered unreasonable. Notwithstanding the foregoing provisions of this section permitting the dogs, cats, birds, or other usual and customary household pets, however, no such reptiles, animals, birds, or other pets may be kept, raised or maintained on the subject property under circumstances which, in the good faith judgment of the Declarant of the Association, shall constitute an unreasonable annoyance or nuisance to the residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation, and enjoyment of other Lots or adjoining Common Areas. Any pet must be carried or kept on a leash when outside a Home or fenced-in area. Each Owner shall be responsible for his or her pets and the pets of any person residing in his or her Home.

Any residence shall pick up and remove any solid animal waste deposited by his or her pet on the Common Area or on other Lots, except as designated pet-walk areas, if any. The Association may require any pet to be immediately and permanently removed from the Properties due to a violation of this section, or may seek other remedies as provided in this Declaration. The Association may grant written permission allowing any owner to keep on any lot other animals not specifically permitted herein. Permission may be withdrawn at any time and may have specific restrictions placed on it by the Association, which may be modified by the Association from time to time at its sole discretion.

**Visibility at Intersections.** No obstruction to visibility at intersections of the Roads of Common Areas intersections are permitted; provided, that neither the Association nor the Declarant is liable in any manner to any person or entity, including Owners, their families, guests, invitees, agents, and contractors, for any damages, injured or deaths arising from any violation.

**Parking of Vehicles.** No truck, bus, trailer, or other "commercial vehicle" (as that term is herein defined in 8.10.6, and no mobile home, motor home, house trailer, camper, boat, boat trailer, horse trailer, or other recreational vehicle or the like shall be permitted to be parked or stored on the Properties unless parked or stored entirely within and fully enclosed by a garage; nor shall any commercial or recreational vehicle or the like be permitted to be parked or stored on any street in front of or adjacent to any Lot on which bona fide ongoing construction activity is taking place; nor shall that foregoing provision apply to parking on "a temporary or short-term basis" (as that term is hereinafter defined) "Truck" does not include sport utility vehicles intended as a private passenger vehicle.

**Repair of Vehicles.** No passenger automobile, commercial, recreational, or other motorized vehicle, or trailerable boat, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted on any Lot. Notwithstanding the foregoing provision, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities (not exceeding four (4) hours) normally associated with and incident to the day-to-day washing, waxing, and polishing of a vehicles or repairs as may be necessary in an emergency situation. Repairs, service, or painting made within the confines of a garage or designated enclosure may be denied by the Association or deemed a nuisance by the Association.

**Motorcycles, etc.** No motorcycle, golf carts, motor scooters, moped, ATV, (all Terrain Vehicle), or other two-wheeled, three-wheeled, or four-wheeled motorized vehicle, or the like, shall be permitted to be parked or stored on any Lot, unless outfitted with an appropriate noise reduction devise which is in working order. The foregoing vehicles shall be parked or stored entirely within, and fully enclosed by, a garage; except for those which may be used or employed in connection with the internal security of the Properties and the maintenance and operation of the Common Area or for sales and promotion by the Declarant. Notwithstanding, the foregoing provision permitting motorcycles, motor scoters, mopeds, ATV (all terrain vehicle), or other two-wheel, three-wheel, or four-wheel motorized vehicles or the like with an appropriate noise reduction device, no such vehicle shall be allowed on the Properties under circumstances which, in the good faith

judgment of the Declarant or the Association, shall constitute an unreasonable annoyance or nuisance to the residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation, and enjoyment of any other Lot or adjoining Common Area. The Association or Declarant may, at its sole discretion, grant permission for the use and storage of such vehicles, notwithstanding the foregoing provisions. Such permission may be withdrawn at any time, from time to time, for any reason at the sole discretion of the Association or Declarant. Permission may have specific restrictions attached to it as deemed necessary by the Declarant or the Association any violation of those restrictions or the Association deeming that the vehicle is a nuisance shall be considered prima facia evidence of an automatic revocation and withdrawal of permission.

Parking on a Temporary or Short-term Basis. Parking on "a temporary or short-term basis" shall mean and be defined as parking for not more than twenty-four (24) hours in any seven (7) day time period, or commercial, recreational vehicles or boats belonging to owners or their guests, and four (4) hours in duration for commercial vehicles used in connection with the furnishing of services and or the routine pick-up and delivery, respectively, of materials, from and to any Lot. The Association or Declarant may, at its sole discretion, grant an extension in writing to any owner on "a temporary or short term basis". An extension may be withdrawn at any time, from time to time, at the sol discretion of the Association or Declarant. Such extension may have specific restrictions attached to it as deemed necessary by the Declarant or Association. Any violation of those restrictions will be considered prima facia evidence of automatic revocation and withdrawal of permission.

Private Passenger Vehicles. The owner or residents of any Home may not keep vehicles parked outside any Home on a regular or recurring basis unless parked on the driveway, without the prior written consent of the Association. All vehicles parked within the properties must be in a reasonably good appearance and good working order, and no vehicle which is unlicensed or which cannot operate on its own power may be parked on any Lot outside a Home. Any vehicle considered by the Association to be creating an unreasonable annoyance or which is in an unsightly condition may be prohibited or removed by the Association or the Association may prevent access to the Roads by the vehicle.

Commercial Vehicle. The term "Commercial Vehicle" shall mean and be defined as a truck, motor home, bus, or van or greater than three-quarter (3/4) ton capacity or as designed as such by the State of Florida Division of Motor Vehicles, and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or on or within which any commercial materials and/or tools are visible.

Removal by the Association. Subject only to Governmental Regulations, any private, commercial, recreational, or other vehicle parked or stored in violation of this Declaration or the Parking Rules may be towed away or otherwise removed by or at the request of the Association and as the sole expenses of the Owner of the private, commercial,

recreational, or other vehicle in violation of the Declaration or the Parking Rules. In the event of towing or other removal, the Declarant, the Association and their agents and employees shall not be liable or responsible to the Owner of the vehicle, or any Lot Owner, Or any other person or entity, for trespass, conversion, or damage incurred as an incident to towing or removal, or for the cost or towing or removal, or otherwise; nor shall the Declarant, the Association and their agents and employees, be guilty of any criminal act or have any civil liability by reason of towing or removal.

**Garbage and Trash Disposal.** No garbage, refuse, trash or rubbish (including materials for recycling) may be placed outside of a Home, except as permitted by the Association, The requirements from time to time of the applicable Governmental Authority or other company association responsible for the collection of waste must be followed. All equipment for the storage or disposal of garbage must be kept clean and sanitary. Containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

**No Drying.** No clothing, laundry, or wash may be aired or dried on any portion of The Properties.

**Waterfront Property.** As to all portions of The Properties which have a boundary contiguous to a lake or other body of water (collectively in this Article VIII, Section 14 a "**water body**"), the following additional restrictions and requirements apply:

-no boathouse, dock, wharf or other structure of any kind may be erected, placed, altered or maintained on the shores of a water body unless erected by Declarant.

-boat, boat trailer, vehicular parking, or other similar use of a water body's slope or shore area is prohibited. No boats of any type may be used on any water body which is part of the Common Areas; except those used by the Association, a Governmental Authority, or contractor for Maintenance or other lawful purposes;

-no solid or liquid waste, litter or other materials may be discharged or thrown into any water body or on the banks thereof;

-no landscaping (other than that initially installed or approved by Declarant) or Improvements (regardless of whether or not permanently attached to the land or to other improvements) may be placed within any lake maintenance, access or similar easements around water bodies;

**Air Conditioner Units and Reflective Materials.** No air conditioning units may be mounted through windows or walls of Homes. No Home may have aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except as may be approved for energy conservation purposes.

Driveway and Sidewalk Surfaces. No Owner may install any sidewalk or driveway which has a surface material or color different than the material and color originally used or approved by the Declarant. Further, no Owner may change any existing sidewalk or driveway in any manner unless approved by the Board of Directors.

Fences, Walls and Hedges. Except as otherwise expressly provided in this provision, no fence, wall or hedge more than four (4) feet in height shall be erected or maintained on a Lot. Fences must be of an open style and constructed of a material as approved by the Association. No chain link fencing is allowed. Notwithstanding the foregoing, the Association may permit up to six (6) foot high privacy fences along side property lines provided that: (a) the fence is constructed with the style and material as designated by the Association; (b) the fence is necessary to provide rear yard privacy for a deck, lanai, pool or spa; and (c) the fence is confined to a line no greater than from the rear corner of the house to a point 30 feet from the rear property line. All air conditioning equipment, pool equipment, pumps, filters, and water conditioning equipment shall be screened from the view of adjoining Homes, street, Common Areas, Conservation Area and Lakes by privacy walls, fences or hedges. Although the Association, from time to time, will specify acceptable fence types and materials, all fences, hedges, walls, and other boundary structures or improvements shall at all times be subject to the approval of the Board of Directors. No fences shall be located within any easement.

Trees. No tree shall be removed from any Lot without the prior written consent of the Board of Directors. Approval shall be reasonably given, however, if removal is necessary in connection with the location of the Home on a particular Lot where the preservation of any tree would result in a hardship or require extraordinary design measures in connection with the location of the Home on the Lot. As used herein, the term "tree" shall mean and be defined as any tree having a caliper of one inch (1") or greater in diameter as measured four feet above ground level.