

**HOMESOWNERS ASSOCIATION  
THE ENCLAVE at FAIRWAY ISLES**

ENTRY at OLIVE TREE BOULEVARD  
GREENACRES, FL 33413

**RULES AND REGULATIONS  
SECTION 1 - GENERAL**

**REVISED March 9, 2009**

**1. RESPONSIBILITY**

With respect to compliance with the Rules and Regulations, an Owner shall be held fully and financially responsible for the actions of his family members, guests, tenants, contractors and any other invitees to the Owner's property.

**2. NUISANCE**

No offensive activity shall be carried on at any UNIT or LOT or in or about any portion of the community. Nothing shall be done on any Enclave property which may be an unreasonable annoyance or nuisance to any other Owner or which interferes with the peaceful possession or proper use of the UNIT or surrounding areas. Additionally, nothing shall be done which causes embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or the Owner's family members, guests, invitees and tenants using any portion of the community.

**3. DISTURBANCE**

No loud noises (high volume or intensity) or noxious odors shall emanate from any UNIT, thus causing a disturbance. The use of loud horns, sirens, bells or other sound/warning devices, (other than security devices used as part of a properly installed auto or home security system), is not permitted. Additionally, loud vehicles, off-road vehicles, mobile construction equipment, or any items which may unreasonably interfere with television or radio reception, are not permitted. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which cause a disturbance to others.

#### **4. (A) VIOLATIONS**

Violations of any requirements or restrictions as described in the documents, or any Rules and Regulations as published by the Board, shall subject the responsible Owner and/or violator to any and all remedies available to the Association. Violations of any community rules should be reported to the current property management company. Notification of a violation shall be made in writing to the responsible Owner(s). Disagreements concerning violations shall be presented to and ruled upon by the Fines Committee appointed by the Board in accordance with the documents.

#### **4. (B) COMPLIANCE**

Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violators. In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rules and Regulations.

#### **5. WAIVER**

Any waiver of the Rules and Regulations and /or consents or approvals to deviate from the Rules and Regulations, as granted by the Board, shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

#### **6. CHANGES AND REVISIONS**

The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time. Any change will be promulgated to all Owners of record on the date of change.

**END – SECTION 1**

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**RULES AND REGULATIONS  
SECTION 2 – PARKING AND VEHICULAR RESTRICTIONS**

**REVISED March 9, 2009**

1. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles with a rated capacity of ½ ton or less, and other vehicles manufactured and used as private passenger vehicles may be parked overnight on an Owner's LOT unless kept within an enclosed garage.

**Note:** For items 2 and 3 below, "overnight" means between the hours of 12:00 Midnight and 5:00 A.M. on the following day.

2. No vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight.

3. No overnight parking is permitted on any street; no parking is permitted on lawns or areas other than driveways and garages at any time.

**Violators are subject to towing at the Owner's expense.**

4. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to the community or its residents.

5. All vehicles located within the community must be kept in proper operating condition in order to minimize offensive noise, gaseous emissions, or fluid leakage; all vehicles shall be maintained in a way as to prevent hazards or danger to any resident or visitor to the community. A passenger vehicle which does not contain a current registration/license plate or which cannot operate on its own power shall not be parked outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made outside of an enclosed garage.

6. Car washing is permitted on driveways only, unless as directed otherwise by local water management authorities during periods of water restrictions.
7. Waste automotive fluids and related chemicals, fuels, lubricants or other toxic materials, must be carefully contained and removed from the community for proper disposal.
8. All vehicles parked within the community must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the Board. No motorcycle, motorbike, moped, all-terrain vehicle or other such vehicle shall be operated within the community unless such vehicle is otherwise permitted by law and equipped with appropriate noise-muffling equipment so that its operation does not create an annoyance to the residents. If the Board determines the operation of any such vehicle creates annoyance to the residents of the community, then immediately upon delivery of written notice/demand to an Owner from the Board , the vehicle shall not be operated within the community.
9. Owners shall maintain a current registration and all required insurance coverage for all vehicles parked within the community unless they are "hobby" vehicles and are kept within the Owner's enclosed garage.
10. The Board shall make a reasonable attempt to notify the owner of an offending vehicle. Notice will be made through the property Owner . If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed from the community at the property Owner's risk and expense.
11. **THE SPEED LIMIT WITHIN THE COMMUNITY IS 15 MPH.**  
Owners and residents are advised to observe driving caution particularly in regard to children playing in the streets and other pedestrian traffic. Caution should be exercised at the Crooked Stick Way entrance to the community where sight lines are limited.

**END SECTION 2**

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**RULES AND REGULATIONS  
SECTION 3. - LEASING OF HOMES**

**REVISED March 9, 2009**

- 1. All leases of real property within the Enclave community are subject to Board review and approval prior to completion. Owner shall obtain the appropriate application from the management company and provide it to the prospective lessee. Submission of the completed application must be made in a timely manner and be accompanied by the application fee as shown on the application form.**
- 2. Any lease agreement between an Owner and a tenant must be for the entire property, i.e. the UNIT and LOT. The Owner must provide a copy of the entire lease agreement to the Board for review prior to occupancy by the tenant.**
- 3. All leases must be in writing and shall provide that the right of the tenant to use and occupy the home and common areas shall be subject and subordinate in all respects to the provisions of the DECLARATION and any supplemental Rules and Regulations issued by the Board.**
- 4. No lease shall be for a period of less than 3 months, without the consent of the Board. An Owner may not lease his/her UNIT more than 2 times in any 12 month period without the consent of the Board**
- 5. The Owner of a property under lease shall be responsible for the compliance by the tenant with all applicable requirements of the DECLARATION and supplementary Rules and Regulations**

**END SECTION 3**

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**RULES AND REGULATIONS**  
**SECTION 4. - ANIMALS AND PETS**

**REVISED March 9, 2009**

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs, cats, domestic birds, hamsters, gerbils, guinea pigs, aquarium fish, turtles, tortoises, domesticated rabbits, mice and creatures normally maintained in a terrarium or aquarium.
2. With regard to cats and dogs, no more than two such pets are permitted in any home without the written consent of the Board which it may grant or withhold in its sole discretion. Animals with an aggressive nature such as pit bull terriers are not allowed in the community without the written consent of the Board, which it may grant or withhold in its sole discretion.
3. Only dogs and cats will be permitted outside of the permanently air conditioned living space, and no pet other than a cat or dog shall be permitted outside such portion of a home, including but not limited to any screened - in porch or patio, without the consent of the Board.
4. No animal shall be kept outside of a UNIT, or in any screened - in patio or porch, unless a designated caretaker is present on the Owner's property.
5. Any pet must be carried, leashed or directly Owner controlled when outside of the Owner's home or fenced-in area. No pet shall be permitted to go or stray on any other Owner's property without the permission of the Owner of that property.
6. Breeding of any animals or pets, including ordinary house pets, or keeping of pets for any commercial purpose whatsoever in the community is prohibited.

7. Any solid animal waste shall be immediately picked up and removed by the pet owner or caretaker and shall not be deposited on or within the common areas.
8. Owners are responsible for the actions of their animals at all times and any damage, personal injury, or disturbance which their animal may cause or inflict. Each property Owner who allows an animal to be present on their property agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the presence of such animal on the Owner's property.
9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owner.
10. Every female animal while in heat, shall be kept confined in the home by its owner in such a manner that she may not be in contact with other animals nor create a nuisance by attracting other animals.
11. If any pet becomes a nuisance in the Community by barking or otherwise, the pet-owner shall cause the problem to be corrected. If the problem is not corrected, then the property Owner, upon written notice from the Association, shall be required to effect the removal of the animal from the community.

**END SECTION 4**

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**RULES AND REGULATIONS  
SECTION 5 - DISPOSAL OF GARBAGE, TRASH AND YARD  
WASTE**

**REVISED March 9, 2009**

1. Garbage, trash, refuse or rubbish shall not be permitted to unreasonably accumulate on an Owner's property and shall not be placed or dumped on any adjacent property. Garbage being accumulated for normal weekly municipal collection shall be kept in appropriate containers to prevent offensive odors and animal scavenging.

2. Trash that is placed at the front of an Owner's property for collection may be placed and kept at the curb, not in the street, not earlier than 5:00 P.M. on the day prior to the scheduled day of collection. Yard waste (clippings and vegetation) may be placed at the curb up to four days prior to the scheduled day of collection. Any reusable trash containers shall be removed after pickup on the day of collection and stored inside the UNIT or in a space outside of the UNIT which is shielded from view from the street or adjacent property by a Board approved fence, hedge, or wall. Clean-up of spillage adjacent to an Owner's LOT after collection or due to animal scavenging is the responsibility of the Owner.

Note: Further information on proper disposal methods and current collection schedules, as published by the City of Greenacres, are available from their Public Works Department at (561) 642-2071.

**END SECTION 5**



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**RULES AND REGULATIONS  
SECTION 6 - MISCELLANEOUS**

**REVISED March 9, 2009**

- 1. CHEMICALS.** Owners shall not keep any flammable gasses, combustible or explosive fluids, chemicals or other dangerous substances in any UNIT, its adjacent yard area or within common areas, except for propane tanks associated with barbecue grills and hand tools, and for those substances used and packaged for normal household or yard maintenance. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be stored on Association property.
- 2. MOVING.** Moving vans or trailers are not permitted in the community before 8:00 A.M. and after 9:00 P.M. local time. In addition, moving activities using any other vehicles are restricted to the same hours.
- 3. SOLICITATION.** All door to door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the UNIT or LOT is strictly prohibited unless written permission is granted by the Board.
- 4. OCCUPANCY.** No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to other residents of the community.
- 5. BUSINESS OR COMMERCIAL USE.** No trade, business, professional, or commercial activity, or any other non-residential use, shall be conducted by a UNIT Owner or resident of a UNIT outside of the UNIT, if in connection therewith customers, patients or the like come to the UNIT or if such non-residential use is otherwise apparent from the exterior of the UNIT.

**END SECTION 6**

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**RULES AND REGULATIONS  
SECTION 7 – ARCHITECTURAL GUIDELINES**

**REVISED March 9, 2009**

**Purpose**

The specific purpose of these Architectural Guidelines is:-

- 1) To identify the **Architectural Review Committee (ARC)** as the entity delegated by the Board with the authority for architectural review and control;
- 2) To identify the **procedure** which an Owner must follow to obtain necessary approvals prior to and upon completion of substantial architectural changes to the UNIT or LOT;
- 3) To identify **Standards and Design Requirements**.

The documents for the Enclave at Fairway Isles assure each UNIT Owner that quality of design will be maintained. The ARC ensures that exterior alterations performed in the Enclave comply with the guidelines herein. Exterior alterations (or interior alterations which will affect exterior appearance) may not be made without the prior written approval of the ARC. Each application received by the ARC will be evaluated on its own merits with responsible flexibility for architectural design, function, and creativity, while keeping the community design in harmony.

**Architectural Review Committee**

**1. Disclaimer - No Liability** The ARC shall have the right, but not the duty to exercise architectural control, and shall not be liable to any Owner due to the exercise or non-exercise of such control. Furthermore, the approval of any plans or specifications does not imply a warranty of the improvement(s) or that the improvement has been completed in accordance with any specified standards contained in the documents, these guidelines, or governmental restrictions. Above all, any improvement must be in compliance with all governmental codes, ordinances, or regulations. The ARC and the Association shall not be liable for any defect or deficiency in submitted plans or specifications or in the completed improvement(s), or any injury resulting therefrom.

**2. Function of the ARC** - The Architectural Review Committee (ARC) exercises architectural control

over all improvements, and assists in making the entire property a community of high standards and aesthetic beauty. Such architectural control may include all aspects of any improvement to any UNIT or LOT including, but not limited to size, height, site planning, materials, colors, landscaping, and aesthetic criteria. The ARC may identify additional issues relating to the planning, design and appearance of the Enclave which, with approval of the Board, will be promulgated as a revision to this Section of the Rules and Regulations.

**Procedure to Obtain ARC Approvals**

**3. Approval.** No UNIT Owner shall make any improvement without first submitting a written request for approval to the ARC. The request must be made on the Association's application form which may be obtained from the current property management company. To avoid delay, requests must include sufficient supporting specifications data to enable an informed decision. A Building Permit, if required by the City of Greenacres, cannot be obtained without evidence of ARC approval. After review of the completed application, the ARC may approve, ask for additional documentation, or reject the application for reasons stated in the rejection. The UNIT Owner may choose to amend the proposal to comply with ARC objections and resubmit it as a new application for approval. When the request for approval is under review by the ARC, the Committee has thirty (30) days to respond to the UNIT Owner requesting approval. Should the ARC fail to disapprove the request or otherwise comment in writing on the request within 30 days, the submission is deemed approved. After receipt of approval, UNIT Owner must adhere strictly to the specifications approved.

**4. Inspection.** The UNIT Owner shall notify the ARC in writing when the improvement has been completed. Within 30 days of that notification, the ARC will have the right to inspect the improvement and report in writing to the Owner that the improvement is approved, or disapproved, in which case the ARC will specify the deficiencies which must be corrected. The Owner will then have 30 days to make the necessary corrections unless an extension of time is granted by the ARC at the Owner's request. A new notice of completion must then be submitted by the Owner. A reinspection by the ARC will follow the same procedure as before except that failure to approve within 60 days after receipt of the latest notice of completion shall be deemed an acceptance by the ARC. Within 10 days of actual or apparent approval of the improvement, and at the request of the Owner, the ARC shall issue, without charge, a writing stating that the improvement complies with the provisions of these Guidelines.

**5. Violations.** The Association has the right to take corrective action against a UNIT Owner who fails to submit the prerequisite application for approval or who fails to remedy a non-conforming improvement. These rights include injunctive relief, fines, assessment and lien for costs and expenses, and any other legal remedies which may be available to the Association.

**6. Use of Licensed Contractor.** Any improvement requiring a permit shall be installed or constructed by a licensed contractor and the work shall be completed in a good and workmanlike manner.

### **Standards and Design Requirements**

**7. Maintenance.** All UNITS and other improvements existing within the Enclave at Fairway Isles shall be maintained in good condition and good working order, in a clean and attractive manner, and in accordance with all governmental requirements. Exterior maintenance, including painting, shall be performed periodically as reasonably necessary. Paint colors must be complimentary to the existing color scheme of the community and must have prior approval of the ARC. No unsightly peeling or discolored paint, mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate. Outdoor furniture and playground equipment shall be properly maintained. All paved areas shall be kept clean and free of debris and weeds, and cracks, damaged or eroding areas shall be repaired, replaced, or resurfaced as necessary.

**8. Hurricane shutters.** Hurricane shutters may be installed when there is a hurricane watch or warning announced by the National Weather Service. Temporary shutter panels must be removed and permanent shutters must be folded back within five days after the watch or warning has been cancelled or the storm has passed; temporary shutter panels may not be stored outside the UNIT. Permanent shutters must be of a color to match the primary or trim color on the UNIT; An Owner who wishes to install permanent shutters must obtain prior written approval from the ARC. An Owner who plans to be absent from the UNIT during the hurricane season may install shutters prior to leaving for the season and must remove or fold them back immediately on return. Shutters installed for this extended period must be painted a color which matches the primary or trim color on the UNIT. Owner must notify the Board of the extended absence to avoid violation notices.

**9. Air Conditioning units.** Only central air conditioning units are permitted; relocation of exterior condenser units are subject to ARC approval.. No window, wall, or portable units are permitted without written approval of the ARC.

**10. Swimming pools** No swimming pools, spas, or the like, shall be installed without prior written approval of the ARC.

**11. Window treatments.** Window treatments shall consist of draperies, blinds, decorative panels, or other standard window covering; no newspaper, aluminum foil, kraft paper, bed sheets, or other temporary window treatments are permitted except for periods not exceeding 30 days after an Owner or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

**12. Outside antennas.** The following is intended to reflect the current Over-the-Air Reception Devices (OTARD) Rule as promulgated by the Federal Communications Commission (FCC).

A) Exterior mounted receiving or data exchange dish antennas up to one meter (39.37 inches) in diameter, and television reception antennas designed to receive local broadcast signals, are permitted. Unless the signal transmission and receiving quality is substantially degraded, any permitted receiving device must be placed on the UNIT or LOT in a way that minimizes visibility from the street in front of or adjacent to the UNIT, and may be installed only within an area over which the Owner has exclusive use and control.

B) External antennas not covered by the OTARD rule are subject to prior approval by the ARC. These devices must be installed in a way that minimizes visibility from the street in front of or adjacent to the UNIT, and may be installed only within an area over which the Owner has exclusive use and control.

**13. Playground equipment** No Owner shall install any sports, recreational or toddler/children equipment on the exterior of the UNIT without prior written approval of the ARC. No portable basketball backboards may be kept outside of a UNIT overnight or when not in use unless hidden from street view by approved landscaping or fencing.

**14. Clotheslines and outside clothes drying** Unless advised or mandated by government authorities for energy conservation, no clotheslines or clothes poles shall be erected, and no outside clothes drying is permitted unless such activity is completely hidden from street view.

**15. Fences, hedges, and walls** Fences, hedges and walls shall not exceed 6 feet in height. They shall not be permitted in front of any UNIT or within a line extending perpendicular from the side wall of adjoining UNITS from a point on each side wall which is located less than 10 feet from the plane of the front wall of either UNIT. The primary fence material may be wood, painted white, or white polyvinylchloride (PVC). The design shall be vertically oriented in a solid (full privacy) or semi-private

"shadowbox" style. The installation of any fence or hedge requires the prior written approval of the ARC. Any request for approval must include a clear drawing which shows the proposed location in relation to the adjoining properties.

**16. Outside storage of personal property** The personal property of any resident shall be stored inside the resident's UNIT or hidden from street view in a fenced or landscaped LOT.

**17. Portable or temporary structures** - No portable, temporary, storage or accessory buildings, sheds, tents or other structures, shall be installed without prior written consent of the ARC, and, in any event, must be screened from view of adjoining roads and UNITS.

**18. Patios, porches, or additions** All primary construction components of any patio, porch, or addition to a UNIT must be approved in writing by the ARC. Detailed specifications must accompany the application for approval. Structure must conform to all governmental codes and the work must be performed by a licensed contractor when required. The roof must be of the same type and color as the existing roof or, if installed on an aluminum framed screen enclosure, may be a white aluminum composite or other ARC approved contemporary material.

**19. Signs** A sign of reasonable size, as provided by a contractor for security services, may be displayed within ten (10) feet of any entrance to a UNIT. No other signs, visible from the exterior, may be placed on the UNIT premises without prior written ARC approval. Real estate sale or lease sign dimensions shall not exceed 18 x 24 inches. An "Open House" advertising sign is permitted for a period not to exceed 8 hours in any day and 24 hours in any consecutive seven day period, and only if a licensed real estate person or the Owner is conducting a bona fide open house for the purpose of selling or leasing the UNIT. The ARC retains the right to remove the sign without notice to the Owner if the provisions of this paragraph are violated and the removal shall not be deemed a trespass and the Association shall have no liability to the Owner for any loss or damage to the sign.

**20. Lakes and canals** No swimming or motorized boating in any lake or canal within or contiguous to the Enclave is permitted. No resident shall dump or deposit any refuse or garbage in said lakes or canals.. No improvements may be installed within 20 feet of any lake or canal without prior approval of the ARC

**21. Landscaping** The initial landscaping of any UNIT and any material modifications, additions, or substitutions to the initial landscaping scheme must receive prior written approval from the ARC. All requests for approval must show the location and composition of the proposed landscape revisions and be accompanied by a copy of the LOT survey or a clear scaled drawing indicating the proposed location in relation to the adjoining properties.

The Owner of each UNIT must maintain the landscaping on the LOT. All such landscaping must be maintained in first class condition and appearance; and, as

reasonably required, mowing, trimming, fertilizing, and weed, insect, and disease control shall be performed by the Owner or a qualified landscape contractor.

Underground sprinkler systems shall be maintained and used to irrigate all landscaping on the LOT. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel without prior written ARC approval. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced; excessive weeds, underbrush, or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained outside of a UNIT without the written consent of the ARC.

Notwithstanding anything in this rule, Xeriscape or Florida Friendly landscape plans are subject to ARC review but are permissible.

**22. Non-floral landscape décor** Any non-floral decorative installation outside the UNIT, such as a fountain or monument or flagpole must receive prior approval of the ARC.

**23. Damage and destruction** In the event any UNIT or improvement thereon is damaged or destroyed, the OWNER of the UNIT or improvement shall repair and restore same as soon as is reasonably practical to the same condition that the UNIT or improvement was in prior to such damage and destruction, or shall remove the damaged UNIT or improvement and restore the applicable LOT to a clean, neat and safe condition as soon as is reasonably practical, unless otherwise approved by the ARC in writing.

**END SECTION 7**