

# SANDALWOOD HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS

In addition to the restrictions contained in the Protective Covenants for the Association and use restrictions of individual homeowners located within the Community, the Board of Directors of the Association will make and promulgate reasonable rules and regulations from time to time. These Amended Rules and Regulations replace, take priority over, and supersede any previously promulgated Rules and Regulations as involving the Association. To the extent any terms or provisions set forth in these Rules and Regulations conflict with the Protective Covenants for the Association or Florida law, the terms of the Protective Covenants and/or Florida law shall prevail over the terms set forth herein. For other such rules, regulations, and procedures not otherwise addressed herein such existing rules, regulations and procedures shall continue to be valid and in full force and effect.

## **PURPOSE AND SCOPE**

The rules and regulations contained herein are compliant with the Protective Covenants of Sandalwood Homeowners Association, Inc. (the "Association") and the Articles of Incorporation and By-Laws of same. They are adopted for the purpose of ensuring that all owners may enjoy and be proud of the community and common areas under the control of the Association for the maximum comfort, convenience and safety of persons living within the Association. Failure to abide by Association rules and regulations may result in a fine as allowed by Florida law.

1. No owner or lessee shall make or permit any disturbance, noise or otherwise that will interfere with the rights, comforts of convenience of others or other engage in any offensive conduct which interferes with any other owner's quiet use and enjoyment of their property or the common area property or which otherwise interferes with the day to day operations and/or governance of the Association.
2. No radio, TV aerial or satellite dish installation shall be affixed or attached without the written consent of the Association through an application process and must be confined within the fenced courtyard with minimized visibility from the exterior.
3. Pets shall be on a leash at all times when not confined within the owner's courtyard. All pet waste is to be removed and properly disposed of per City of Palm Beach Gardens code. Dogs found loose with in the community will be referred to Palm Beach County Animal Control for removal.
4. Ducks and other wild animals within the community are not to be fed under any circumstance.
5. Refuse shall be placed in bins marked with owners building and unit number. Recycling materials shall be placed in receptacles provided by Solid Waste Authority 561-640-4000. All bins should be placed on the main street nearest to the owner's unit no earlier than the night before scheduled pickup (Recycling to be put out TUESDAY for WEDNESDAY pickup. Garbage to be put out TUESDAY/FRIDAY for WEDNESDAY/SATURDAY pickup) all bins must be removed by midnight day of pick up. No bins are to be placed at the main entrance on Sandalwood Drive. All refuse should be placed in the bin provided with the exception of oversized items.
6. It is owner's responsibility to arrange for pickup of large items such as furniture/appliances with the proper authority.
7. Barbecue cookers are to be used in courtyard only.

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8. No clothes or similar articles shall be hung on balconies or outdoors for any purposes whatsoever, except within owner's courtyard below height of fence.
9. All outside areas must be maintained in a neat and clean manner void of any clutter, trash or debris. Fences should be kept in good repair and any visible landscape must be maintained. Painting of one's fence requires the submission of an application and color approval based upon the then existing color pallet as established by the Board of Directors from time to time.
10. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as changing a tire, battery replacement etc. At no time shall a vehicle be "placed on blocks" during an overnight period.
11. Boats, trailers of any kind, motorhomes and buses shall not be allowed to park overnight on areas within the confines of Sandalwood. Standard size noncommercial trucks are permitted. **Impermissible commercial trucks are further described in attached Exhibit "C"**. Parking on the grass is prohibited at all times. Vehicles should be parked in a single designated parking spaces. No vehicle may be parked on or within any drainage area and as a result, any damage to property is the responsibility of the Owner of the Unit. No vehicle shall be parked in any manner which blocks the driving surface of a road or another Owner's driveway. Cars left unattended on a street or common area, over a 24-hour period, may be stickered and/or towed/removed at Owner's expense, unless prior approval is obtained, in writing, from the Board of Directors.  
  
Towing may occur for any violation of the parking rules with the full cost to be incurred by owner.
12. Owners shall be held responsible for any damage to Association property or common areas to include their guests, invitees, contractors, offspring and lessees.
13. To protect property and reduce risk of injury the use of fireworks is prohibited on any common areas within Sandalwood.
14. Tenants shall be measured for approval consistent with the criteria and procedures set forth in Exhibit "A" attached hereto.
15. Prospective purchasers shall be measured for approval consistent with the criteria and procedures set forth in Exhibit "B" attached hereto.
16. No signs or flags of any kind, including "for sale" signs and/or political signs, may be placed on one's unit or anywhere in or about the property of the Association, with the exception of the signage specifically authorized pursuant to Florida's Homeowner's Association Act, including without limitation the flag of the United States and certain divisions of the armed forces.

**Your cooperation and observance of the foregoing is appreciated.**

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EXHIBIT "A"

**Rental Rules, Criteria & Guidelines**

1. All leases and leasing/rental arrangements, and renewals of leases are subject to an approval process with the Board of Directors responsible for the decision to approve or deny any such leasing/rental arrangement based upon the following procedures and criteria.
2. The following criteria must be fully satisfied as reasonably determined by the Association for all initial and renewal lease approvals:
  - a. Unit Owner must be current with regard to all assessments, maintenance, dues, fines, attorneys' fees, and/or any other monetary obligations to the Association. The Unit Owner's property must not be the subject of an existing mortgage foreclosure action or lien foreclosure action and not be currently in violation of any of the Protective Covenants, governing documents, or then existing rules and regulations promulgated by the Association or be in violation of any existing law or ordinance as involving usage or activities at the Unit.
  - b. Any person(s) seeking approval (which shall specifically include all persons intending to own or occupy or use the Home) has/have been convicted, found guilty, or plead guilty or nolo contendere (no contest) to any felony under the laws of any municipality, county, state, territory or country or any misdemeanor involving violence to persons or property, theft or the sale or distribution of drugs or other controlled substances or civil or criminal fraud, whether or not adjudication was withheld or a judgment of conviction was entered with respect to such criminal activity;
  - c. The tenants or any occupants which are the subject of the application for lease renewal must not have engaged in known criminal activity at the Unit or within the Association.
  - d. The tenants or any occupants which are the subject of the application for lease renewal must not have committed any violations of the Association rules, regulations, or Protective Covenants or have issued, incident reports prepared by Association's security personnel (involving the tenant, occupant, invitees, or guests where the Association has a reasonable belief that any such person was involved in misconduct or other activities in violation of the Protective Covenants or then existing rules and regulations.
  - e. The tenants or any occupants which are the subject of the application for lease renewal must not be on the sex offender list.

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EXHIBIT "B"

**Purchase and Sale Criteria**

1. Any person(s) seeking approval (which shall specifically include all persons intending to own or occupy or use the Home) must not have been convicted, found guilty, or plead guilty or nolo contendere (no contest) to any felony under the laws of any municipality, county, state, territory or country or any misdemeanor involving a crime violence to persons or property, theft or the sale or distribution of drugs or other controlled substances, sexual misconduct or civil or criminal fraud, whether or not adjudication was withheld or a judgment of conviction was entered with respect to such criminal activity;
2. The person(s) seeking approval (which shall specifically include all persons intending to own or use or occupy the Unit) must not have a history of destructive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within this Association as an Owner, lessee, invitee, licensee or guest, or as evidenced by his or her conduct with respect to any other residential community or housing facility or was previously found in violation of the rules of the Association resulting in a fine and/or suspension of rights;
3. Any person(s) takes possession of the Unit prior to being approved by the Association as provided for in the Protective Covenants and/or fails to comply with any of the provisions of this or any the Bylaws and/or the Rules and Regulations of the Association shall not qualify for approval.
4. The prospective applicant as well as any intended occupants must not be the subject of an existing mortgage foreclosure action or lien foreclosure action and not be currently in violation of any of the Protective Covenants, governing documents, or then existing rules and regulations promulgated by the Association or be in violation of any existing law or ordinance as involving usage or activities at any other property they currently own or reside in, nor may the applicant owe any monies to the Association or any other community association for any reason whether it be outstanding assessments, fines, or other monetary obligations.
5. The prospective purchasers as well as any intended occupants must not be on the sex offender list.

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**EXHIBIT "C"**

**Commercial vehicles and/or commercial trucks shall mean those vehicles which:**

- (i) are not designed and used for customary personal/family purposes; or
- (ii) contain tandem rear-wheel trucks (1/2 ton rear dual-axle vehicles); or
- (iii) the height of such truck is greater than eighty-five inches (85"); or
- (iv) the length of such truck is greater than two hundred fifty inches (250");  
or
- (v) the overall length of the truck does not fit within the parameters of the driveway; or
- (vi) the suspension components have been altered to be higher than the original manufacturer's specifications; or
- (vii) the truck has more than four (4) wheels and/or dual wheels; or
- (viii) the truck possesses a tonneau cover unless such tonneau cover is vinyl or fiber glass and matches the color of the truck's body; or
- (ix) the truck possesses a visible topper or tool box; or
- (x) the truck possesses any commercial lettering or signage, whether painted, sketched, magnetic signage or any other means is placed on the truck whether either on the body or the window however the absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle.; or
- (xi) the truck possesses roof lights or lights beyond those lights factory installed; or
- (xii) the truck possesses commercial license plates; or
- (xiii) the truck weighs in excess of 7500 lbs.