

**EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.**  
**COMMON AREA RULES AND REGULATIONS**  
**May, 2015**

**SUPERSEDE:**

These updated Rules and Regulations supersede any previous Rules and Regulations adopted by the Board of Directors of Egret Landing at Jupiter POA.

All owners share the responsibility for seeing that these rules and regulations are followed. Owners, renters and guests are requested to report infractions of these rules.

**COMMON AREAS:**

All persons using the clubhouse, pool, and other recreation facilities do so at their own risk. Owners and the Association are NOT responsible for accidents or injury.

The rights, comforts, safety and convenience of all owners will be preserved. Owners must not make any disturbing noises, nor commit any act that will interfere with the rights, comforts, safety, or convenience of the other residents. Owners may not play any musical instruments or operate a stereo, television set, or radio on any common area if such operation disturbs or annoys any other residents.

Any damage to building, recreation facilities, or other common areas or equipment caused by an owner, owner's children, visitors, or renters will be repaired at the owner's expense.

Per the second paragraph of Article VI, Section 2, of the Declaration: The Association has the right to charge an individual assessment for "The expense of any maintenance, repair or construction of any portion of the Association Property, the Common Property or Association Lots, or of any of the Improvements necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense."

Article V, Section 6, provides for Individual Assessments, and also states that "Each Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time.

For the safety and well-being of the Egret Landing community, no alcoholic beverages are allowed in the clubhouse or in the recreation area facilities, except for community-sanctioned events. Intoxicated persons will not be permitted in the clubhouse or recreation areas.

**LAKES:**

- No swimming or motorized boats are allowed in the lakes.

**PETS:**

- Pet Policy follows the Town of Jupiter Municipal code; Reference: Article 1, Section 5.1 - 5.45 and the Community Documents Article IX USE RESTRICTIONS SECTION 2 PAGE 24.

**SIGNAGE:**

Egret Landing has a "No Signs" policy for all signs, including vendors, garage sales, political signs, and open house/For Sale signs. This includes common areas at the front of the community, in the medians, at the stop signs, and in resident yards. All signs in violation of this rule will be removed, and the sponsoring party will be contacted to pick up their signs.

**NO SOLICITING:**

The Egret Landing POA is a not-for-profit entity. No direct sales or soliciting is allowed in the community. This includes door-to-door solicitation of any kind, distribution of coupons, religious solicitation, or sales that require interrupting the privacy and well-being of residents.

**EXERCISE EQUIPMENT:**

- All persons using the exercise equipment do so at their own risk. The Association is not responsible for accidents or injuries.
- All exercise equipment must be used as intended by the manufacturer.
- All exercise equipment must be wiped down with the users' towel and cleaned after each use with the sanitizer available in the gym.
- Use of cardio machines is limited to 30 minutes, and 15 minutes for resistance when people are waiting.
- Children under the age of 16 are not allowed to use equipment unless supervised by an adult. Children under the age of 12 are prohibited from use at all times.
- When you are the last person to leave the gym, make sure all electrical equipment is off, except for the treadmills.
- A towel must be used while in the gym.
- The majority in the gym dictates how the fans and TVs will be used while in the gym.
- Proper gym shoes and shirts are required. Flip flops and sandals are prohibited while using the gym equipment.
- Workout at your own risk.

**SWIMMING POOL RULES:**

- No lifeguard is on duty. All persons using the pool do so at their own risk. The Association is not responsible for accidents or injuries.

**POOL HOURS ARE FROM 8:00 a.m. to DUSK:**

- Animals, with the exception of service dogs, are not allowed within pool area.
- Owners are limited to three (3) guests to preclude any pool parties.
- Running and rough play are not allowed within the pool area.
- Intoxicated persons are not permitted in the pool area.
- No glass containers of any kind are permitted in the pool area.
- Swimmers must shower prior to entering the pool. One is located by the deep end.
- No diving in the pool.
- All trash must be placed in the appropriate containers.
- All chairs and tables must be returned to their original position with umbrellas closed prior to leaving the pool area.
- Children under the age of 16 must be accompanied by an adult.
- Children who are not toilet-trained must wear the appropriate hygienic swimwear before entering the pool. (Diapers alone are not permitted.)
- Closure of the pool by the Health Department shall be at the expense of the violating party.
- No alcohol is allowed in the pool area.

**PLAYGROUND RULES:**

- Hours of use are from 8:00 a.m. to dark.
- Proper shoes must be worn.
- No skateboards, skates or bicycles are allowed on the lot.

- Adult supervision is required for all children using the playground.

**BASKETBALL COURT RULES:**

- The courts are open for play from daylight to 10:00 p.m.
- Proper gym (closed toe) shoes and shirts must be worn. Flip flops and sandals are prohibited while playing on court.
- The basketball courts are for the use of owners and their guests only.
- A sign-up sheet for night play is located in the clubhouse.  
A calendar of events will be posted above the sign in sheet located in the clubhouse.
- Skateboards, roller blades and bicycles are prohibited on the courts.
- Hanging from the nets is not allowed.
- Damage caused to the rim, backboard, or structure from hanging on the rim or net will be repaired at the expense of the member or resident responsible for the person(s) who caused the damage.
- No member or resident may have more than three (3) guests using the basketball court.

**CLUBHOUSE:**

The rights, comforts, safety and convenience of all owners will be preserved. Owners must not make any disturbing noises, nor commit any act that will interfere with the rights, comforts, safety, or convenience of the other residents. If not compliant the Palm Beach Sheriff will be called and escort the disrupting homeowner or their guest(s) out. A 14-day notice will then be sent to the homeowner letting them know their privileges will be revoked upon re-occurrence.

The following persons are permitted to use the clubhouse facility:

- Owners, renters and their children 16 years or older.
- Resident children under 16 years of age when accompanied by an adult at all times.
- Guests and visitors of residents when accompanied by a homeowner who is an adult 18 years or older.
- The clubhouse is closed Sunday through Thursday, 11:00 p.m. to 4:00 a.m. and Friday and Saturday, 12:00 a.m. to 4:00 a.m.
- Three (3) guests per Association Member will be permitted during hours of operation.
- There will be no gambling under the age of 18 permitted at any time in any manner in the clubhouse.
- The clubhouse is reserved for the general use of all owners and residents in good standing with the Association and their guests, except for dates scheduled on the Association calendar. Reservations are made through the Property Management Office.

**CLUBHOUSE AGE LIMIT VIOLATIONS:**

In the event a child violates the age restrictions or rules for the clubhouse/pool and sports courts, a warning letter will be sent to the parents or guardians of the child who has violated the rule.

- If a PBSO Officer, the Property Manager, or one of the Board of Directors observes a child who has been previously warned, or if that child's name appears on an Egret Landing incident report a second time, the child's family's access card will be deactivated. The Board must approve reactivation of the access card, and a \$100.00 fine will be charged to reactivate the card.

**GENERAL RULES:**

- Anyone using the clubhouse is responsible for locking the facility after use.
- No smoking is allowed in the clubhouse at any time.

- Animals, with the exception of service dogs, are not permitted within the clubhouse at any time.
- Wet bathing suits are not permitted in the clubhouse at any time except in the bathroom areas.
- All vehicles must park in the parking lot. All bicycles must use racks. Parking of vehicles or bicycles under the portico is prohibited.
- No skateboarding or skating is permitted around the recreational facility.

**KITCHEN:**

Kitchen appliances must be utilized according to instruction manuals.

- All appliances must be turned off before leaving.
- All appliances and counters must be wiped down and clean after each use.
- All trash must be deposited in the garbage dumpster located in the parking lot.

**THE FOLLOWING RULES AND REGULATIONS APPLY TO USE OF THE CLUBHOUSE  
FOR PRIVATE PURPOSES:**

**RESERVING THE CLUBHOUSE:**

Owners may reserve the clubhouse facility for private social functions on a first come, first served reservation basis. The clubhouse may be reserved upon permission through the Property Manager after:

- a. A written request is made
- b. A non-refundable fee and security deposit is posted in advance, and
- c. The owner completes a Non-Exclusive Use Agreement.

**NOTE:** All funds must be paid in advance to hold your reservation date. The non-refundable fee is necessary to secure the exclusive date for the event and will not be returned under any circumstance once the event has occurred.

Reservation for rental requires a minimum 5 days advance notice, but is first come, first served. Regularly scheduled activities, such as Egret Landing Property Owner's Association meetings and other activities on the calendar would be given first consideration. The Property Manager may use his/her discretion for these rentals. A calendar of events will be posted at the clubhouse.

- a.) Cost to rent the Clubhouse is subject to change periodically at the Board's discretion. -See rental form for current pricing. Only one function is scheduled per day.
- b.) The security deposit is refundable, provided there is no damage or breakage, all is in order, clubhouse rules have been followed, and the rooms are clean, as determined by the Property Manager, maintenance, and Board. The non-refundable clubhouse rental fee will be deposited into the Association's general operating account.
- c.) Private parties in the pool area are prohibited. Rental use of the clubhouse specifically EXCLUDES the use of the pool or pool area, and also the gym facility. For parties wishing to use the common areas outside the clubhouse, an additional "Special Events" insurance policy must be purchased. Go to [www.theeventhelper.com](http://www.theeventhelper.com) to purchase the policy. Bounce houses and inflatables are excluded from this coverage, and are disallowed.

- d.) Members/Residents using the clubhouse for "Residents Only" functions may not exclude any member or resident who wishes to participate in the function.
- e.) Anyone wishing to use the exercise equipment may not be prohibited from doing so while the clubhouse facility is rented. However, residents should use the pool entrance to access the workout area while the clubhouse is being used.
- f.) Lights in the clubhouse may not be turned off while clubhouse is in use.
- g.) No Alcohol is allowed in the clubhouse, unless the additional "Special Events" insurance policy is purchased. The POA requires a 2-drink maximum ticket system, and is NOT liable for any alcohol served under this policy. Go to [www.theeventhelper.com](http://www.theeventhelper.com) to purchase this policy.

**JTAA & ORGANIZATIONS:**

- o No "Organized JTAA" practice or play is allowed within the Egret Landing POA common grounds. JTAA offers insurance to their players on certain playing fields in the Town of Jupiter. Egret Landing IS NOT an authorized field and the POA does not cover any liability insurance for JTAA Organized play.
- o Organized team play is when three or more residents with guests engage in an activity at the facility that is sponsored by an organization or school. This is disallowed.

**PAINT BALL, GUNS, ETC:**

- o The discharge, firing or other use of any type of gun such as, but not limited to, firearms, air, air soft, paintball or BB guns, within any area of Egret Landing is strictly prohibited.

**LEASING:**

Members wishing to lease their property must fill out a rental application and submit it to the Property Manager's office. A copy of the lease agreement and an application fee must be paid pursuant to the Declaration of Covenants and Restrictions for Egret Landing at Jupiter. An inspection for open violations will be performed prior to any lease approval.

**AUDIO AND/OR VIDEOTAPING MEETINGS:**

The following are the rules on audio and/or videotaping Meetings:

1. Any parcel owner may tape record or videotape meetings of the board of directors and home owner meetings, including committee meetings at which a final decision will be made regarding the expenditure of association funds and to meetings of anyone vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community;
2. The only audio and video equipment and devices which parcel owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
3. Advance written notice of twenty-four hours (24) must be given to the Board of Directors by a member desiring to utilize any audio or video equipment; and

4. Video equipment shall be assembled and placed in position fifteen (15) minutes in advance of the commencement of the meeting. Any member videotaping or audiotaping a meeting shall not be permitted to move about the meeting room; the placement location may not be changed during the course of the meeting.
5. There shall be no audio or video taping of meetings by a third party (non-member) without a prior written request and approval by the Board of Directors.
6. Members are prohibited from reproducing or rebroadcasting audio or video without the express written permission of the Board of Directors.

**SPECIAL ACTIVITIES:**

Members may sponsor youth/children's activities within the clubhouse including, but not limited to, summer and school break camps or after school activities, as approved by the Board of Directors, subject to the following:

A current member in good standing must sponsor any non-member activity leader. The member must sign the sponsorship form, furnish a list of non-resident individuals that person is sponsoring to the Property Manager, and provide a copy of insurance. The member understands they are responsible for the non-member activity leader.

A written request must be submitted to the Property Manager by the Friday prior to the monthly Board meeting outlining the request and providing proposed dates and times for the camp/activity. A list of names will be provided to Property Management. Camp ratio requirements for counselors to campers are 1:6 for 5-6 year olds, 1:8 for 7-8 year olds, and 1:10 for 10-12 year olds.

The sponsored activity is for Egret Landing members or residents only, unless approved by the Board of Directors.

- a) If a Member is sponsoring a camp, class or event, and charging for services, a daily rental rate is due, plus a refundable security deposit. See forms for amounts.
- b) If a member is sponsoring a camp, class or event, and NOT charging for services, there would be no fee charged and no deposit. The member must sign the Clubhouse Non-Exclusive Use Agreement.
- c) The individual actually running the camp must provide proof of insurance and name the Egret Landing Property Owner's Association as an additional insured party. (Camp providers shall be subjected to a security background check by a firm selected by ELPOA, and the cost of such background check shall be paid for by the camp provider.)
- d) This provision does not change any of the rules previously approved by the Board of Directors related to tennis camps or any other activity needing approval of the Board of Directors.

**EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.**  
**TENNIS RULES & REGULATIONS**  
**May, 2015**

**TENNIS COURTS RULES:**

- The tennis courts are for the exclusive use of members and residents in good standing of the Egret Landing Property Owner's Association (POA) and their guests.
- The courts are open for play between 7:00 a.m. to 10:00 p.m. Lights automatically shut off at 10:00 p.m.
- The tennis courts are to be used for tennis only. No skateboards, skates, roller blades or bicycles are allowed.
- Only smooth-bottomed tennis shoes are allowed – no cleats or dark gum shoes.
- Shirts must be worn.
- Glass and pets are not allowed in the tennis court area.
- No one may use a non-lighted court for more than 1.5 hours if someone is waiting to use the court.

A sign-up sheet for reserving court time on any of the seven courts is available by the kitchen in the clubhouse. Proper use of the sign-up sheet is important to ensure fairness to all members and for tracking court usage.

The maximum reserved playing time is 1.5 hours, (2 for doubles) and the maximum number of courts any member can reserve is two. Court reservations on the reserve list may be made **no more than 48 hours in advance** of desired playing time. Anyone reserving playing time greater than 48 hours in advance may be bumped by another player.

In the event a member reserves a court immediately after a sanctioned league match, the league team is permitted to finish their match. The member may reschedule their play on the sign-up sheet. This privilege extends to scheduled (reserved) matches as well.

Players failing to arrive within 15 minutes after their reserved playing time may forfeit their reservation. After the 15-minute grace period, the reserved court and time become available to other members.

Members may use an open court on a walk-on basis. You should still sign in on the reservation board in order to keep the court for up to two hours. Failure to use the reservation board will require the member to vacate the court within one hour after another walk-on member arrives and signs up for the court.

Members or residents may reserve the lighted court, but are restricted to a 1.5 hour reservation per household per day for singles and 2.0 hours for doubles.

A POA member or resident may invite up to three (3) guests to play with them. The POA member or resident must accompany guests at all times. Members and residents are responsible for the behavior of their guests.

A POA member or resident and his/her invited guest may only use one (1) court at a time.

**A MEMBER OR RESIDENT MAY BRING A POA NON-MEMBER TENNIS PROFESSIONAL AS HIS/HER GUEST, PROVIDED THEY FOLLOW THE RULES BELOW:**

- Each professional may train no more than (2) two residents with (2) resident guests or a usage fee will apply, which is set by the Board.

- Pros will be required to pay the set fee per quarter, due the 1<sup>st</sup> of each quarter i.e. (January, April, July and October) for the use of the courts. An agreement will be executed if more than (2) two homeowners are trained. A late fee will be added if not paid on or before the 15th of each quarter.
- Each Pro must register with the POA and provide proof of insurance to cover injuries occurring during activities, and must name the Egret Landing POA as an additional insured party on the policy.
- Each Pro has to sign a waiver of liability in favor of Egret Landing POA for injuries or other loss occurring on POA property.
- Pros may give a tennis lesson in Egret Landing with two participating Egret Landing residents and one non-resident guests (not including the tennis professional) on one court with a 1.5 hour limit if others are waiting.
- Pros must provide a list of names to the property manager 2 weeks in advance before teaching on the courts. If this is not adhered to the Pro will be prohibited to use the courts.
- Pros are prohibited from teaching non- residents only.
- Pro may not hold himself/herself out as the “Egret Landing Tennis Pro.”
- Pros may provide group activities, tournaments, league organization or training, or other organized programs, with Board approval.

If such person violates any of these rules, the tennis professional in question would no longer be permitted to give lessons to outside residents.

The POA member or resident hiring such professional must reserve court time pursuant to the sign up instructions.

The Board of Directors has the right at any time to suspend or revoke the privileges of any professional to use the tennis facilities, at its sole discretion.

The POA member is responsible to ensure that his/her guest(s) fully comply with these rules, and said member may be subject to fines and/or discipline as provided by the POA governing documents and Board policy adopted in accordance with those documents for violation of these rules by his/her guests.

**EGRET LANDING POA MEMBERS AND RESIDENTS WHO ARE QUALIFIED TO GIVE LESSONS MAY GIVE LESSONS PROVIDED THEY FOLLOW THE RULES BELOW:**

Residents/Pros must register with the POA and provide proof of insurance to cover injuries occurring during activities, and must name the Egret Landing POA as an additional insured party on the policy.

- Resident/Pros may give a tennis lesson in Egret Landing with two participating Egret Landing residents and two non-resident guests (not including the tennis professional) on one court with a 1.5 hour limit if others are waiting.

○ Resident/Pros are prohibited to teach non-homeowners unless they are a resident’s guest.

○ Resident/Pros **may not** hold himself/herself out as the “Egret Landing Tennis Pro.”

○ Resident/Pros may post notice of their availability and rates as designated by the Board or Property Manager.

If such person violates any of these rules, the tennis professional in question would no longer be permitted to give lessons to outside residents.



## ORGANIZED EGRET LANDING TEAM PLAY:

### LEAGUE PLAY CLINICS:

- a. Pros will be required to pay a fee set by the Board of Directors per quarter for the use of the courts and an agreement will be executed. See the Tennis Pro Agreement for current pricing.
- b. This section provides rules and procedures for teams to receive Board authorization and use of court time pertaining to team play and practice.
- c. If you are interested in joining a team, please contact the Tennis Committee in advance of Spring league registration deadlines.
- d. An organized team is any group of members (and outside players if necessary) listed on the same roster of a sanctioned PALM BEACH COUNTY or USTA team.
- e. Each team must be authorized by the Tennis Committee, AND THE ROSTER MUST BE APPROVED BY THE BOARD. A copy of the intended Player List must be submitted to the Board prior to the registration deadline for the league. The approval process includes verification that the member is current with their homeowner dues by Egret Landing Management. This approval process must be followed for any roster additions that may occur after the initial sign-up period.
- f. It is the Tennis Committee's responsibility to provide a calendar of home matches at the beginning of the season to the Management Company for approval for the use of the club.
- g. The Tennis Committee has the capacity to authorize organized teams based on the number of courts available and the history of court usage.
- h. Teams are structured according to the USTA/PBCWTA 'play by ability' rule.
- i. Players from outside Egret Landing may be added to the roster.
- j. Resident and Non Resident members who are new to the league will abide by the USTA/PBCWTA 'play by ability' rule and, when necessary, a player's ability will be determined by the current members of the team on which they wish to be placed. The coach for that team will have a final evaluation of the player's ability and will determine if the player is indeed suited for the level of play for the team.
- k. In order to play on an Egret Landing tennis team, non-members must:
  - o Pay a non-refundable fee as set by the Board of Directors. An access card and fee is also required for Non Egret Landing Residents to participate in team play. Access to the clubhouse during matches or scheduled team practice/clinics will be provided via the access card.
  - o Sign the Authorization to Join Ladies Team Tennis and Release & Indemnification waiver prior to the start of practice.

- l. All outside players are restricted to Club use only during designated team practices, team coaching, and official PALM BEACH COUNTY/USTA scheduled matches unless otherwise accompanied by a member. Each non-resident team member must have an Egret Landing resident present to play outside of the official league play. It is the Team Captain's responsibility to give a copy of the Egret Landing Tennis Facility Rules and Guidelines to each outside player.
- m. Team Captains and Co-captains must be Members that are residents of Egret Landing. **They are responsible for cleaning up after all home tennis matches.**
- n. Authorized teams may schedule one team practice each week for a 2-hour period.
- o. Organized teams are expected to be self-governing units operating on their own once the initial requirements have been satisfied. Violations may result in denial or revocation of team authorization. Unresolvable disputes among team members may also result in denial or revocation of team authorization.
- p. The Tennis Committee reserves the right to amend these rules as needed and submit any changes in writing to the Board of Directors for approval.

**EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.**  
**MAINTENANCE STANDARDS AND RULES**  
**May, 2015**

**PREAMBLE:**

These Maintenance Standards and Rules have been adopted by the Board of Directors, pursuant to its rule-making authority.

The Declaration of Covenants and Restrictions for Egret Landing at Jupiter requires each Owner to maintain, repair and replace all portions of his/her lot. Each Owner is expected to discharge his/her responsibilities in such a manner as to ensure a first class and high quality appearance of their area. The Board of Directors has adopted maintenance standards for the entire community to ensure first class and high quality appearance, and the Board requests that each Owner and resident follow these standards.

Any Owner or resident who fails to follow these standards is subject to Egret Landing rules that permit ELPOA and Compliance Committee to enter the lot and unit and perform maintenance, repair, replacement that the Owner or resident has failed to effect. The Board may assess the Owner or resident and collect the assessment by lien foreclosure, if necessary.

**PROPERTY MAINTENANCE:**

Property Maintenance: After 15 days of neglect to property maintenance, homeowners will be sent a letter giving them an "opportunity to maintain" their own lot and given 30 days to remedy the situation. After 31 days of neglect, the Association has the right to see that the property is properly maintained and bill the homeowner as an individual assessment per page 13 of the Declaration of Covenants and Restrictions, Article V, Section 6.

The courtesy notice will include "Action needed to resolve the violation: (Insert action to remedy). (Article of DCR, Design Standards and or rules)." It is the owner's responsibility to communicate back that non-compliance has been remedied. Any violation requiring Certified Mail will charge the certified fee to your account as stated in the violation letter. Any unpaid fees may cause your account to be turned over for collections.

**LANDSCAPE MAINTENANCE:**

Landscaping (vegetation, grass, plants, trees and the like) shall be replaced as immediately as it becomes diseased or dies. If an Owner replaces landscaping, it must comply with the non-invasive plant laws of Florida, the Town of Jupiter Ordinances, AND the Egret Landing Design Standards. All landscaping must blend appropriately in the community. Lawn areas must be kept covered with a good quality St. Augustine grass, the preferred variety being Floritam. Copies of the landscape ordinances and recommendations are available from the Property Manager.

- o Each Owner shall remove any tree whose roots extend to the surface of the ground or which threaten other lots and units or any common area.
- o If there is a fenced-in privacy area, the Owner and resident must provide adequate access to the privacy area to enable the local association to perform its landscape maintenance obligations, if required.
- o Grass shall not be allowed to exceed 4½ inches in height.
- o Lawn areas shall be properly fertilized at regular intervals so as to promote the best color, health and condition of the entire lawn.

- o Lawn areas shall be kept free of disease. Missing or dead grass shall be promptly covered with sod.
- o Lawn areas shall be edged each time the lawn is cut. Lawn areas shall be kept free of weeds and debris.
- o Planted areas shall be kept free of weeds and debris, foreign materials and weeds greater than two (2) inches in diameter or height.
- o Planted areas shall be fertilized in such a manner as to promote the best color, health, and condition for the plants. Beds shall be mulched with a minimum of one (1) inch of quality mulch, or landscaped with garden stone or the like.
- o Plants, trees and bushes shall be kept trimmed in such a manner as to provide a neat, clean and attractive appearance.

**IRRIGATION:**

Automatic underground irrigation systems shall be installed to provide 100% coverage with a minimum 50% overlap of spray distribution. Irrigation water shall not be obtained from any lake, canal or water body.

The use of controlled timing devices is allowed provided the timing is adjusted to meet seasonal variation in watering requirements. Drought restrictions must be observed. Irrigation controllers shall be selected to minimize the amount and frequency of water application. They shall be capable of short, multiple applications required for a “soak,” allowing the soil to dry out between soakings, as watering will be deep and frequent. This encourages deep growth so plants will better survive drought conditions. Lots shall have individual meters.

Owner shall irrigate 25' from their property line in adjacent lake edges.

**GENERAL:**

The Owner of the individual lot is responsible for maintaining the area from outside of the property line to the roadway.

Inspection of Homes – When a home is under contract or leases, it is the property manager’s responsibility to walk the entire lot for any violations before signing off on the Lease/Estoppel.

Painted Surfaces – All portions of the house and structural improvements on the lots and homes must be maintained in high quality condition at all times. Painted surfaces that show faded, peeling or blistered paint must be repainted so as to ensure a high quality appearance. Surfaces, including driveways that are painted, shall be free of stains and discolorations of any kind.

Mildew – Mildew is not allowed to collect on any home, screen, roof or driveway. The Owner must take prompt and appropriate measures to remove mildew should the same form on the property.

Driveways – All driveways must be kept free of stains and discolorations of any kind.

Exteriors – Home exteriors should not be fading, peeling, or blistering. Homes require painting every 10 years, with colors from the approved design standard list.

Roofs - Roofs shall be kept free of stains, mildew, debris, broken tiles or torn shingles.

Windows – Broken or cracked glass shall be replaced immediately.

Screens and Fences – Torn, cut, rotting or otherwise damaged screening or fencing shall be replaced with new materials as soon as reasonably possible after the damage occurs.

Exterior Lighting – Residents must maintain all exterior lighting in working order.

Trash Cans – Trash cans may only be placed out the night before pick up and must be removed no later than the evening after pick up. Trash cans must be kept out of sight at all other times. DCR's Article IX Use Restrictions Section 24 page 28.

Noise – Town of Jupiter has standards for residential noise levels that are lower between 10:00pm and 7:00am than during the daytime Reference Town of Jupiter Municipal Code Ordinance Article IV Noise Section 13-81 to 115. Outdoor noise, including but not limited to lawnmowers, barking dogs and music, shall be kept at a courteous level so as to not interrupt the peace and enjoyment of neighbors. Lawnmowers and similar noise-making equipment shall not be operated before 7:00 a.m. or later than 10:00 p.m., Monday through Sunday.

Parcel Open Space – In accordance with Palm Beach County Code, it is not permitted to construct or plant anything vertical within the 20' lake maintenance easement. There will be no exceptions to this rule, and it will be the Owner's responsibility to ensure that this policy is adhered to. If construction or planting occurs within the lake maintenance easement, it will be the owner's responsibility to remove the material in violation.

Storm Shutters – The use of storm shutters must comply with the Association's Design Standards. Special requests for deviation may be submitted in writing to the Property Manager, and they will be considered for ARB approval on a case-by-case basis. If the request is based on a resident's expected absence from home during "hurricane season," such application must be made at least (30) days in advance of the anticipated absence.

**EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.**  
**RV & BOAT STORAGE RULES AND REGULATIONS**  
**May, 2015**

**GENERAL RULES:**

The vehicle storage area is to be used only by Egret Landing residents and/or their tenants.

The storage area is to be used for boats and their trailers, recreational vehicles including class A, B and C motor homes, travel trailers and fifth wheel trailers. Utility trailers and commercial vehicles are also allowed.

A vessel or vehicle registration and proof of insurance must accompany each vehicle. All vehicles or boats in the storage area must be registered to an Egret Landing resident and must maintain a minimum of \$100,000.00 in liability and property damage insurance, except for jet skis.

All leasing of storage space is to be performed by the Egret Landing POA only. No one is permitted to sublet a space directly to another person. The Property Manager shall keep records of the space assigned to each tenant and, if necessary, keep a waiting list of those wishing to rent space.

**OPERATING RULES:**

- Hours of access to the storage area are 5:00 a.m. to 11:00 p.m., Monday through Thursday, and 5:00 a.m. to Midnight Fri/Sat/Sun. Residents shall use discretion when operating motors of vehicles so neighbors are not unnecessarily disturbed. No outboard motors or jet boats are to be operated within the storage area.
- Minor repairs or maintenance may be made while in the storage area. Such work may in no way endanger or unduly disturb other vehicles or Egret Landing residents. Vehicle and boat owners shall be liable for damage caused by their vehicle and/or negligence. Boat owners should be particularly careful not to damage the storage area floor with trailer tongues. Each tenant is responsible for maintaining his or her space in a clean and orderly fashion. Each vehicle or boat must be kept in the space assigned and must not project into the drive area.
- Animals are not allowed to run loose in the storage area.
- Any oil or other dangerous or hazardous spills shall be cleaned up immediately and completely. No residue shall remain! This includes, but is not limited to, oil, gasoline, and any other flammable items. Holding tanks shall not be emptied or pumped out at the facility.

**SPACE RENTAL FEES:**

The Egret Landing Association shall have the right to assign spaces based upon vehicle size. One vehicle or boat trailer per space.

**QUARTERLY RENTAL FEES:**

Fees are set at the direction of the Board, and may change periodically, but not more than once per budget cycle. Should a tenant be absent for any prolonged period, they may hold their space by paying the regular quarterly fee.

- To cancel storage facility rental, a **30-day written notice** is required in order to obtain a pro-rated refund.

- Homeowner's who are more than 2 quarters in arrears will lose their rights to use the storage facility. Key FOBs will be deprogrammed until payment becomes current.
- Rental fees will be included in the quarterly statements and will be assessed in advance.
- A \$100.00 non-refundable administration fee will be paid with each new agreement. If a homeowner rents two spots, the second non-refundable fee will be only \$50.
- A storage facility space rental is a minimum of three (3) months.
- Please close and lock the storage gate behind you after every use. If you leave the gate open once, you will receive a warning. If after the warning, you continue to leave the gate open, you will be fined \$50.00 each time up to \$1,000 per the FL Statutes.

**EGRET LANDING PROPERTY OWNERS' ASSOCIATION, INC.**  
**TRAFFIC REGULATIONS & PARKING POLICIES**  
**May, 2015**

**I. PREAMBLE:**

The Board of Directors has adopted these Rules and Policies. Strict compliance by all owners and residents is appreciated. Owners and residents are also urged to apprise their guests, tenants and invitees of the need to comply.

**II. ENFORCEMENT:**

All vehicle and parking violations of the Declaration of Covenants and Restrictions for Egret Landing at Jupiter and these Rules and Policies will be strictly enforced.

**III. DEFINITIONS:**

- 3.1 "MEMBER" OR "OWNER" means any person who owns record title to a unit, regardless of resident status.
- 3.2 "RESIDENT" means any person whose only residence is Egret Landing. It also means an OWNER who has residence(s) elsewhere yet occupies a unit in Egret Landing, not as a GUEST.
- 3.3 "GUEST" means any person who is not required to pay any rent or other consideration to occupy a unit.

**PARKING LIMITATIONS:**

- An identifying "Car Decal" must be placed on the back driver's side window of the vehicle. These are available from the management office.
- Trucks are prohibited to be parked on the street and/or Lot with any type of tool box and/or racks. All commercial vehicles must be garaged at night, and/or metal/magnetic signs and ID removed.
- FSS 316.195 prohibits parking on a sidewalk, where posted "NO PARKING", within 15 feet of a fire hydrant, within 30 feet of a "STOP" sign, within 20 feet of a crosswalk, in front of a driveway, on a bicycle path, within an intersection and on the roadway side of a vehicle parked in accordance with FSS 316.195; The statute also prohibits parking against the flow of traffic, or on a two-way roadway. Right-hand wheels must be within 12 inches of the edge or curb.
- Parking in the swale is allowed, provided you follow the TOJ requirements. Vehicle must face the lawful flow of traffic, and at least two wheels must be on the grass, with the Left wheels no further than 12" from the edge of the pavement. Swale areas nearby, across the street, etc. are not owned by the property owner and are not considered to be private property.
- Parking must adhere to all city/county regulations.
- Streets and sidewalks are Public or Town property in Egret Landing. The Town of Jupiter is responsible for the streets and sidewalks.
- Vehicles are not allowed to block access to cul-de-sacs via perpendicular parking in the roadway. Per Town standards, cars should park as close to the side of the road as is practical.
- Vehicle parking along roadways is limited to 24 hours, per Jupiter Code Compliance. If a car is blocking the sidewalk or is parked in the street and has not moved in 24 hours,



contact Jupiter PD non-emergency line. Vehicles, bicycles, toys, etc., shall not block sidewalks at any time.

**PARKING:**

Except within an enclosed garage; no boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot. Notwithstanding the foregoing, service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. The Town of Jupiter governs the streets.

- o Guest parking for RVs and campers overnight must be reported to the management office. RVs and trailers are allowed to park for a 4-day maximum in the host's driveway ONLY.

**TOYS, BIKE AND SKATE RAMPS:**

Miscellaneous ramps and other items shall be stored out of street view when not in use. They are NOT to be left out overnight.

**POD/DUMPSTER STORAGE:**

Any owner requiring POD storage must report the POD in advance to the management office.

- Move-in and move-out storage is limited to 7 days.
- POD storage during planned home or garage renovations is limited to 21 days.

On-site dumpsters for home renovations must be reported in advance to the management office. They may be placed on the resident's driveway for a maximum of 21 days.

**VEHICLE REPAIR:**

- o No vehicle repairs or maintenance shall be allowed anywhere in the Egret Landing P.U.D. except completely within the garage area or an emergency situation.

**SPEED LIMIT AND STOP SIGNS:**

- o The posted maximum speed limit within the Egret Landing P.U.D. is 25 miles per hour. Motorists shall come to a full stop at all stop signs. Jupiter Police and the Sheriff Deputies enforce this speed limit. Residents may report speeders to the Jupiter Police Department with license plate and car description.

**MOTORIZED SCOOTER, MOPED AND MINI CYCLE SAFETY:**

- o Reference Florida State Statutes 316.003

**GOLF CARTS:**

- o A Golf cart is a low speed gas or electric vehicle that falls under Florida State Statute as a vehicle as long as they have proper lights, and a valid license plate. FL Statute 320.01 (42) defines low speed vehicle, and Statute 316.2122 is Operation of low-speed vehicle on certain roadways.

### **CLUBHOUSE:**

The following persons are permitted to use the clubhouse facility:

- The rights, comforts, safety and convenience of all owners will be preserved. Owners must not make any disturbing noises, nor commit any act that will interfere with the rights, comforts, safety, or convenience of the other residents. If not compliant the Palm Beach Sheriff will be called and escort the disrupted homeowner or their guest(s) out. A 14 day notice will then be sent to the homeowner letting them know their privileges will be revoked.
- Owners, renters and their children 16 years or older.
- Resident children under 16 years of age when accompanied by an adult at all times.
- Guests and visitors of residents when accompanied by a homeowner who is an adult 18 years or older.
- The clubhouse is closed Sunday through Thursday, 11:00 p.m. to 4:00 a.m. and Friday and Saturday, 12:00 a.m. to 4:00 a.m.
- Three (3) guests per Association Member will be permitted during hours of operation.
- There will be no gambling under the age of 18 permitted at any time in any manner in the clubhouse.
- The clubhouse is reserved for the general use of all owners and residents in good standing with the Association and their guests, except for dates scheduled on the Association calendar. Reservations are made through the Property Management Office.

### **CLUBHOUSE AGE LIMIT VIOLATIONS:**

In the event a child violates the age restrictions or rules for the clubhouse/pool and sports courts, a warning letter will be sent to the parents or guardians of the child who has violated the rule.

- If a PBSO Officer, the Property Manager, or one of the Board of Directors observes a child who has been previously warned, or if that child's name appears on an Egret Landing incident report a second time, the child's family's access card will be deactivated. The Board must approve reactivation of the access card, and a \$100.00 fine will be charged to reactivate the card.

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