



MASTER ASSOCIATION RULES & REGULATIONS

Pembroke Falls HOA Rules & Regulations Effective 3.28.23

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Pembroke Falls Homeowner's Association

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INTRODUCTION - RULES AND REGULATIONS

The following Rules and Regulations contained in this document (herein referred to as “The Rules”) include vital and useful information which was created to promote and preserve the beauty of the community and enhance the value of the property.

The Rules presented here have been adopted by The Master Board under the authority of Chapter 720, Florida Statutes and The Master Declaration and By-laws.

All Owners / Residents are legally obligated to observe all of the provisions of The Rules and the Declaration and By-Laws that may be amended from time to time. The Rules will govern the conduct of all Owners / Residents and any person on the property at the invitation or permission of any Owners / Residents. The Rules presented here are not inclusive; please refer to the Association Declaration and By-Laws for additional rules and regulations that govern each phase and the Master Association.

All Owners / Residents shall be responsible for the conduct of their household members, family members, guests, contractors, service providers, representatives acting on their behalf, and anyone visiting them on the premises or anyone they have given permission to access the property or have invited to the property.

The Rules exist in isolation of each other. If a rule is invalidated for any reason all remaining rules remain in effect.

COMPLIANCE

Every Owner, Resident, Guest, Service Provider, and Employee must comply with The Rules, as well as the provisions of the Declaration, By-laws, and Articles of Incorporation of the Master Association. The Owner will be held responsible for their employee, guest, service provider, or contractor. The resident shall be held accountable for any violations committed by the aforementioned, in the following accepted forms.

Failure to comply will subject you to the remedies available to The Master Association, which include the following:

- Imposing of fines; \$100 per violation per day not to exceed \$1,000 per violation
- Any action to recover sums due for damages;
- Denying use of Master Association areas, services, and amenities;
- Injunctive relief;
- Any Service Provider, Contractor, Guest or Visitor may be banned from the property at the discretion of the Master Association for repeated offensive conduct, threats, assault, repeated rules violations, hazardous or unsafe conduct, trespassing, breach of security, criminal activity or any other conduct that may consider offensive.
- Or any combination thereof together with any attorney's fees or costs incurred in conjunction with legal action.

Failure to comply with the Rules will result in a violation and possible loss of privileges to Master Association areas, services, and amenities. Remedies for failure to properly maintain the exterior of a premises include, among others, the right of Pembroke Falls HOA to directly

enter the lot and make such improvements or corrections as may be necessary, with costs to be paid by the owner.

VIOLATION PROCESS

Process for Documenting and Imposing Fines and/or Penalties

- The offense is documented in writing by management and/or security report.
- Written notice letters are sent to the Owner and additionally to the tenant if the property is leased, via USPS and email, identifying the violation and giving the Owner a time frame, depending on the type of violation, to comply and correct the violation. Management may issue a written notice of Immediate Action, which will require the violation to be corrected without delay.
- If the violation is not an immediate action violation, a **Courtesy Notice Violation Letter** will be sent providing the Owner a time period as per the **Chart of Violation Notice Time Frame** to correct the violation without imposing of a fine.
- Management performs a follow-up inspection at the time period as per **Chart of Violation Notice Time Frame** and if the violation has been corrected the violation is closed. If the violation has not been corrected an **Advisory Notice Letter** will be sent providing an additional time period as per **Chart of Violation Notice Time Frame** to correct the violation.
- All violations are presented to The Master Board at a Master Board Meeting and voted upon to impose fines, suspension of Master Association use rights, damages, legal action and/or penalties.
- All violations approved by the Master Board are then forwarded to the Grievance/Violations Committee.
- The owners will be sent a **Notice to Impose Fine Hearing Letter** via email and certified mail. This letter will provide the following information and options:
 - Pay the aforementioned fine and correct the noted violation. You may incur additional fines if the violation is not corrected.
 - Pursuant to Florida Statute, Owners have the right to appeal any fine within Fourteen (14) days after receiving the **Notice to Impose Fine Hearing Letter**.
 - Owners will be afforded a hearing before the Grievance/Violations Committee where an Owner may present any statement, witness, or other evidence on their own behalf.
 - If the violating Owner wishes to attend the Grievance/Violations Committee meeting, they must provide a hand-delivered letter to the Front Desk of the Clubhouse addressed to the Violations Coordinator OR an EMAIL to the Violations Coordinator expressing their intent to attend no less than five (5) days prior to the meeting.
 - The offending Owner / Resident has the option to appear in person, attend via phone or other electronic means to receive adjudication from the Grievance/Violations Committee on his/her appeal. If the violation has been cured by the time of the Grievance/Violations Committee meeting no fine will be imposed.
 - If the offending Owner / Resident fails to appear for the Grievance/Violations Committee, no extensions will be provided, and the fine(s) will be imposed immediately.
 - All decisions of the Grievance/Violations Committee are FINAL.

- Additional fines of \$100 per day of non-compliance up to a level of \$1,000, or any amount allowed pursuant to Florida law, may be imposed. (Parking violations range from \$25 to \$100 depending on the type of parking violation)
- A written decision of the Grievance/Violations Committee will be mailed to the Owner and additionally to the tenant if the property is leased, no later than twenty-one (21) days after the hearing.
- If a person is found to repeatedly violate the same Rule, that person may be suspended of Master Association use rights, not to exceed ninety (90) days, for any violation of The Rules and/or The Master Association's Declaration and By-Laws. Tenants may be denied lease renewal, and eviction may be pursued if necessary.
- Delinquency in maintenance assessments, late fees, or violation fines of 90 days or more will automatically be processed for suspension of their use of rights as well as voting rights. Suspension of use rights will be effective until all assessments, fees, and/or fines are paid. A letter and email will be sent to the owner advising of the suspension.

Payment Of Fines

Fines are due when billed and are to be paid no later than five (5) days after notice of imposition. If payment is not received within five (5) days and an appeal has not been filed or if it is not paid after the Grievance/Violations Committee has enforced the fine after an appeal hearing, the fine will be placed on the property ledger. Should The Master Association require legal action to obtain the fine amount, the Association shall be entitled to reimbursement of its fees and costs.

Chart of Violation Notice Time Frame

Roof Pressure Wash/Cleaning	45 Days
Exterior House/Paint Pressure Wash	45 Days
Exterior Re Paint	45 Days
Exterior Wall Repairs	45 Days
Driveway Pressure Wash/Cleaning	45 Days
Fence Repair /Paint	45 Days
Landscaping Resod/Tree Removal/Planters	45 Days
Architecture	45 Days
Landscaping Cutting/Edging/Weed	7 Days
Parking	Immediate Action
Trash Can	Immediate Action
Trash About Property	Immediate Action
Noise	Immediate Action
Traffic	Immediate Action
Dog Waste	Immediate Action
ID	Immediate Action
All other violations	0 to 15 Days at the discretion of Management

Suspension of Rights Policy and Process

1. Identifying which address will be on the agenda for suspension of rights each Board meeting.
2. Sending out the 14-day Violations Committee notices after the Board votes on the suspension of rights for violations.
3. Sending out the notice of suspension of rights after the Grievance/Violations Committee hearing.
4. Shutting off fob and transponder access to the common areas after the suspension of rights letter has been mailed.
5. Reinstating the fob and transponder access to the common areas once the suspension period is over.

Reasons for Suspension of Owner's Use Rights

1. The Owner is delinquent in maintenance assessments, violations fines, late fees, or interest fees for 90 days or more
2. The Owner has violated the rules and regulations and/or by-laws of the Master Association.

Process and Policy for Suspending Use Rights - Delinquent Fees

To suspend use rights for delinquent fees the Board must vote to suspend use rights at a duly noticed Board meeting. Once the Board votes, the affected Owner must be notified of their suspension in writing and the suspension then becomes effective.

Owners' delinquent in maintenance assessments, late fees, or violation fines 90 days or more (on or before the date of the Board vote to suspend rights (Use of Rights & Voting Rights) will automatically be placed on the Board meeting agenda for suspension of their use rights. Their suspension of use rights will be effective until all assessments, fees, and/or fines are paid. (This suspension is not required to be reviewed by the Grievance/Violations Committee)

Process and Policy for Suspending Use Rights - Violations

To suspend use rights for violation infractions (maintenance or behavioral) the Board must vote to suspend use rights at a duly noticed Board meeting AND then a 14-day notice of a hearing before the Grievance/Violations Committee to suspend use rights must be sent to the Owner. Only AFTER the Grievance/Violations Committee votes to suspend the Owners use rights AND the Owner is notified in writing, will the suspension be effective.

Process and Policy for Suspending Use Rights - Behavioral Violations

Homeowners with 2 issued violations for the same behavioral infraction will automatically be placed on the board meeting agenda for suspension of their use rights immediately upon the 3rd issued violation. Once approved by the Board, the Owner will receive a 14-day notice of a hearing before the Grievance/Violations Committee for the suspension of their use rights. The suspension will be effective for 15 days.

If after the suspension period the behavioral infraction persists, the Owner will immediately be eligible for suspension of their use rights without the need of 3 additional infraction violations. The second suspension and all suspension thereafter will be effective for 30 days.

Process and Policy for Suspending Use Rights - Home Maintenance Violations

Homeowners with uncorrected maintenance violations for 90 days or more (on or before the date of the Board vote to suspend rights) will automatically be placed on the Board meeting agenda for suspension of their use rights. Once approved by the Board, the Owner will receive a 14-day notice of a hearing before the Grievance/Violations Committee for the suspension of their use rights. The suspension will be effective until all open maintenance violations on their property have been corrected.

The Association reserves the right to repair all outstanding maintenance violations and bill the Owner for the repairs at any time after the 1st suspension of use rights so long as a 5-day notice to repair is sent to the Owner's mailing address before the repairs are conducted.

REQUIREMENTS AND MAINTENANCE OF UNITS AND LOTS

Land Use and Building Type

No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. No changes may be made in buildings without the consent of the Architectural Review Board (ARB).

Easements

Within the easements, no structure, planting, or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot is covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except for installations for which a public authority or utility company, or Master Association is responsible.

Temporary Structures

No structure of a temporary character, trailer, mobile home, or recreational vehicle shall be permitted on any Lots at any time or used at any time as a residence, either temporarily or permanently.

Architectural Requirement

No building, fence, wall, or other structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, asphaltting or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the properties, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Board (ARB). ARB Process see page 32.

Exterior Additions

No awning, canopy, shutter, enclosure, or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Review Board (ARB).

Alteration of Common Areas

No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Review Board (ARB).

Trees, Shrubs and Artificial Vegetation

No tree or shrub, or other landscaping, may be cut down, destroyed, or removed from common areas/elements without the prior, express written consent of the Architectural Review Board (ARB).

Artificial Grass, Plants or Other Artificial Vegetation

No artificial grass, plants or other artificial vegetation, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Lot or Residential Land without the consent of the Architectural Review Board (ARB).

Tennis Courts and Play Structures

All tennis courts and other play structures (except basketball backboards) shall be located at the rear of the lot, or on the inside portion of corner lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of a lot located in front of the rear line of any residential unit(s) constructed on the lot, and any such structure must have the prior approval of the Architectural Review Board (ARB).

Lakefront Property

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of the lake unless erected by the Developer, subject to any and all governmental approvals and permits that may be required.

(b) No boats, boat trailers, vehicular parking or storage, or use of lake slope or shore areas shall be permitted.

(c) No solid or liquid waste, litter, or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(d) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(e) No motorboats or other motorized vehicles of any kind whatsoever, including but not limited to jet skis, shall be permitted on any lake located within Pembroke Falls

Exterior Of Units

Each owner shall maintain or cause to be maintained all structures located on his Lot in a neat, orderly, and attractive manner and consistent with the general appearance of Pembroke Falls. The minimum, though not sole, standard for the foregoing shall be consistent with the general appearance of Pembroke Falls, taking into account normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Review Board (ARB) or Master Board. Each owner shall repaint, re-stain, or refinish, and conduct repairs as appropriate, the exterior portions of his Unit with the same colors and materials as initially used or colors approved by the Architectural Review Board (ARB) as often as is necessary to comply with the foregoing standards.

Lots

Each Owner shall maintain the trees, shrubbery, grass, and other landscaping on his Lot in a neat, orderly, and attractive manner and consistent with the general appearance of Pembroke Falls. The minimum (though not sole) standard for the foregoing shall be the general appearance of Pembroke Falls as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed, and maintained). The land up to the edge of the roadway and any area abutting to the lot shall be maintained by the Owner of such abutting Lot in the same manner and at the same time as the Lot is maintained.

Paint/Repair

Changing paint color: Must use Architectural Review Board (ARB) approved colors, and color schemes, and receive approval after submitting a completed ARB application. Each owner shall maintain or cause to be maintained all structures (including all units) located on his/her lot in a neat, orderly, and attractive manner and consistent with the general appearance of the properties.

Landscape Maintenance

Maintain landscape to include mowing, edging, trimming, weeding, fertilizing, and water of landscape and plant materials. No landscape debris shall be swept/blown/moved, into any storm drain, street, adjacent lots, or common areas. Each Owner shall maintain the trees, shrubbery, grass, and other landscaping, including the swale, on their lot in a neat, orderly, and attractive manner and consistent with the general appearance of the developed portions of the properties and, as to residential units, the portion thereof in which the unit is located. The trees in the swale must be properly mulched where appropriate, can be trimmed no more than 20%, and no items, objects, swings, or any other items be attached to or hanging from the trees. No palms can be planted on the swales, except in Phase Four, which can only have Royal Palms in the swale. For the trees or palms in the swale, the Owner shall also maintain the protective bed of mulch or rock around the trunk.

Digging

The Owner is responsible for calling 811 prior to digging. In addition to the violation, the Owner will be responsible for the cost of any and all damages.

Replace Dead Sod

Each Owner shall cover any patches of dead grass or weed areas with fresh sod.

Staining Driveway

Each Owner's pavers in driveways may only be stained clear.

Driveway and Apron

Each Owner shall maintain or cause to be maintained all driveways and aprons in clean and good repair. Driveways, walkways, and aprons shall be pressure washed, without stain marks or weeds.

Roof & Walls

Each Owner shall maintain or cause to be maintained roof and walls to be clean and in good repair. Roofs and walls shall be pressure washed and any cracks, broken tile, or any damage of any kind shall be repaired.

Wood-Rotted

Each Owner shall maintain, repair, or remove any rotted wood on the fence, fascia, or landscape.

Gutters

Each Owner shall maintain gutters located on his/her lot in a neat, clean, orderly, attractive, and in good repair and consistent with the general appearance of the properties. Gutter downspouts cannot flow to an adjacent lot, sidewalk, street, or directly into the stormwater system.

Coach Post Lights

Each Owner shall maintain or cause to be maintained coach lights in good condition. This includes cleaning, removal of mold, and painting. Lights can be gas, electric, or solar powered.

Exterior Lighting

All exterior lighting shall be subject to prior approval by the Architectural Review Board.

Mailbox

Each Owner shall maintain or cause to be maintained the mailbox and post on his/her lot in a neat, orderly, and attractive manner and consistent with the general appearance of the mailboxes within his/ her phase. This includes cleaning, removal of mold, and painting.

Screen AC Units, Pool Pumps, Heaters, Or Any Other Machinery

All exterior equipment, including, but not limited to, transformers, air conditioning units, pool pumps and heaters, water softeners, wall or sprinkler pumps, storage tanks, including, but not limited to those used for the storage of gas, oil or other liquid shall be suitably screened by means of opaque landscaping or an ARB approved screen/cover so as not to be visible from the street or adjacent lot.

Screen Repair

Each Owner shall maintain or cause to be maintained all window screens or any other screens in a neat, orderly, and attractive manner and consistent with the general appearance of the properties.

Fences

No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer, with the exception of any approved by the Architectural Review Board (ARB). Any Owner installing a fence along the boundary line of their Lot shall be responsible for the maintenance of both sides of such fence and, to the extent necessary, shall have, and is hereby granted, an easement over the adjoining property for such purpose.

Fences and Walls

The composition, location, color, and height of any fence or wall to be constructed on any Lot or Residential Land is subject to the approval of the Architectural Review Board (ARB). The ARB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences if any, and that the fence keeps at least a 10-foot setback.

Fence Maintenance

Each Owner shall maintain replace/repair any leaning, broken, rotten, bent, or damaged sections of the fence. Fence maintenance includes repainting or staining, and pressure cleaning all sides of the fence.

Chain Link Fences

No chain link fences shall be permitted on any Lot or portion thereof.

Removing Fences

No such building wall or masonry wall or fence shall be demolished or removed without the prior written consent and approval of the Architectural Review Board.

Sidewalk, Roadway, Swale Condition

Each Owner shall maintain or cause to be maintained the sidewalk, roadway, valley gutter, apron, and swale directly in front of and adjacent to their lot in good and clean condition. The Owner will not allow his/her guest, contractors, or vendors to dirty, stain, or damage the sidewalk, roadway, valley gutter, apron, swale, and community irrigation. The Owner will be responsible for any damage, cleaning, repairs, or replacement.

Satellite Dish/Exterior Antennas

No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon other than satellite dishes eighteen (18) inches or less in diameter and for which satellite dishes meet the requirements of and are approved by the Architectural Review Board prior to installation.

Unit Air Conditioners and Reflective Materials

No air conditioning units may be mounted through windows or walls. No building shall have any 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 such as may be approved by the Architectural Review Board.

Renewable Resource Devices

Nothing shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Review Board. Such standards shall be reasonably calculated to maintain the aesthetic integrity of Pembroke Falls, without making the cost of the aforesaid devices prohibitively expensive.

Trash Containers/Garbage Bins

Each Owner shall keep garbage bins/cans concealed from street view. Trash containers may not be placed out for collection longer than 24 hours prior to scheduled collection and must be removed within 24 hours of collection. Keep the area clean, place trash in trash bags and close bags. Do not place loose items in trash bins Trash cans shall be placed in the street, centered in front of the resident's home, not blocking the mailbox or neighboring driveways.

Debris

Each Owner shall maintain and clear any debris from the yard, swale, sidewalk and surrounding areas within 24 hours.

Bulk Trash & Removal

Each Owner shall place bulk trash outside, at the location in front of your home, no more than 24 hours prior to pick up. Items left outside for bulk pickup must be monitored to assure a clean pickup/cleanup. Any items not removed shall be the responsibility of the Owner for immediate removal.

Propane/Gas

No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill.

No Drying

No clothing, laundry, or wash shall be aired or dried on any portion of Pembroke Falls property except on a portion of a Lot that is completely screened from the view of all persons other than those on the Lot itself.

Signs

No sign of any kind shall be displayed to the public view, except for advertising the property for sale or rent. One 'Open House' sign is permitted in the resident yard on the day of the Open House. Signs shall not exceed 30" x24". One 'For Sale' sign is permitted to be posted in the yard. No sign of any kind shall be permitted to be placed inside a Residential Unit or on the outside walls of such Unit or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within.

Holiday Decorations

Holiday Decorations can go up 30 days prior to the holiday but must be taken down 15 days after the holiday.

Hurricane Shutters

Hurricane shutters may be closed/placed 72 hours prior to a storm and must be opened/removed within 72 hours after a storm.

Basketball Hoops

Must be placed in the driveway a minimum of five feet from the sidewalk; and maintained in good condition.

Pets, Livestock and Poultry

No animal, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any lot, unit or residential land, with the exception of two (2) household pets which may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or other nuisance issues.

No dogs or other pets shall be permitted to have excretions in any common areas, except areas designated by the master association, and owners shall be responsible to clean up any such

improper excretions. Pets shall also be subject to any applicable rules and regulations. All pets must be leashed, curbed, and not cause a nuisance. Feeding wildlife or freshwater fish with food or garbage is not allowed. All pets must be leashed, curbed, and not cause a nuisance.

Wildlife

Feeding wildlife is not allowed.

Irrigation Individual Lot

All irrigation to any portion of Pembroke Falls must be accomplished through the use of the master irrigation system providing for pipes and conduits up to the point of connection to an individual Lot and shall be maintained by the Master Association. Any and all pipes, conduits, and sprinklers, installed and/or located on an individual Lot shall be maintained by the individual Lot Owner. Irrigation from any source other than the Master Association irrigation system, including but not limited to private wells, is prohibited. In addition, all Lots must be irrigated with an underground automatic sprinkler system providing 100% coverage to all sod and landscaped areas. All irrigation shall comply with any irrigation plan for Pembroke Falls or any appropriate portion thereof. Any party who violates this Section shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level, or vegetation control caused by such violation.

Irrigation Water Usage

Irrigation water may not be used for washing vehicles, pools, drinking water, pressure washing, as domestic water or for any other use other than irrigation of landscaping. Any party who violates this section shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level, or vegetation control caused by such violation.

Irrigation Notice Requirements

Residents must provide 48-hour notice to Management if any significant repairs involving shutdown of the community pump are needed. Management will adjust the association irrigation system accordingly. Vendors and residents shall not access nor adjust the association irrigation system. Any party who violates this section shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level or vegetation control caused by such violation.

Irrigation Plan Watering Restrictions

Lawn watering must be limited to include a number of days per week allowed by the SFWMD (South Florida Water Management Department) and not during daytime hours. Per SFWMD. Watering may take place between the hours of 4:00 pm and 10:00 am. Exceptions will be made for newly installed grass & plants.

In addition, all lots must be irrigated with an underground automatic sprinkler system. All irrigation shall comply with any irrigation plan for Pembroke Falls or any appropriate portion thereof. Any party who violates this section shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level or vegetation control caused by such violation.

GENERAL REQUIREMENTS

Resident ID & Registration

All residents over the age of 12 must obtain a Pembroke Falls ID. A fee will be charged for an ID, which will be posted and determined by the association. You must report any lost or stolen ID without delay. ID Owners and Residents must comply with and be cooperative if asked by Management and/or Security personnel to provide proof of Pembroke Falls Resident I.D. Card. A Pembroke Falls I.D. must be presented to access and use the clubhouse amenities. No I.D. no entry.

ID cards will be classified as follows:

- Homeowner – Person on Deed
- Resident – Reside with Homeowner
- Resident Youth – between 12 -18
- Tenant
- Tenant Youth– between 12 -18
- Homeowner L – homeowner who is leasing/renting their home
- Management

Cost for ID as follows:

- New ID – No Charge (If resident exchanges old ID for new ID)
- Replace Lost/Stolen or Damaged ID - \$5.00 (or as posted)
- New ID Issue - \$10.00 (or as posted)
- All residents over the age of 12 must obtain the new Pembroke Falls ID Card.
- Children under 12 will not be issued an ID card since by HOA rule they must be accompanied by an adult to use the amenities at the clubhouse.
- You must bring the old Pembroke Falls ID, or a government issued ID.

Vehicle Registration

Resident vehicles are required to be registered with the association and obtain a vehicle gate access bar code/sticker/Rfid or any other gate access device as issued by the association Residents must provide a copy of their vehicle's registration and proof of insurance in order to register and be issued a vehicle access device in order to gain access onto the property. Rental agreements must have the Residents name in order to be registered. A fee will be charged for a vehicle access device/barcode, which will be posted and determined by the association.

Damages

Residents accept all financial responsibility for any damages resulting from the actions of themselves or their Family Members, Children, Guests, Service Providers, Contractors, or Pets to any part or portion of Pembroke Falls property. This includes, but is not limited to, theft, scratching, marking, denting, trashing, defacing, or vandalizing Pembroke Falls common area property.

Zero-Tolerance Policy

Pembroke Falls has a zero-tolerance policy against physically or verbally abusive, menacing, or threatening behavior directed at fellow residents, employees, and outside service providers supervised by the Property Management Company. At no time should any resident, Owner, guest/visitor, or contractor yell, use demeaning, threatening, violent, or profane language, or exhibit demeaning, threatening, violent, or profane behavior to any staff member of the association.

Nuisances, Noise, Disturbance

No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit: to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

Obnoxious or Offensive Activity

No obnoxious, offensive, or unlawful activity shall be carried out upon the properties, nor shall anything be done thereof which may be or may become an annoyance or nuisance to others.

Loitering

Loitering is not permitted at the clubhouse or in the parking lot.

Behavior

Inappropriate, rude, or indecent behavior is not permitted.

Illegal Drugs

Possession, possession with intent to sell, selling or consumption of any illegal drugs is prohibited on the premises. Police will be called in for any such case and any offender will be pursued legally by the Association to the full extent of the law.

Property Pictures & Videos

No professional or commercial pictures or videos can be taken within any of the common areas of Pembroke Falls, without the approved written consent of the Management/Association.

Construction and Vendor Hours

No outdoor construction or work activity of any kind (other than minor do-it-yourself repairs) will be permitted within Pembroke Falls on Sundays or legal federal holidays without the express prior written consent of the Master Association. No exterior work is allowed prior to 8 AM and after 5 PM on weekdays, or before 9 AM and after 5 PM on Saturdays.

Contractor and Vendor Requirements

Each Owner shall maintain or cause to be maintained the sidewalk, roadway, valley gutter, apron, and swale directly in front of and adjacent to their lot in good and clean condition. The Owner will not allow his/her contractors or vendors to dirty, stain, or damage the sidewalk, roadway, valley gutter, apron, swale, and community irrigation. The Owner will be responsible for any damage, cleaning, repairs, or replacement.

Contractor and Vendor Trash

Contractors and vendors must keep the area clean and not allow any trash, debris, or any other items to enter the storm drains. All trash must be removed from the community.

Electronic Equipment Interference

No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit or association systems.

Fireworks

Florida state statutes allow the use of fireworks on three (3) days of the year - Independence Day, New Year's Eve, and New Year's Day. The use of fireworks can only be done from your lot and the debris cannot land on any other unit or lot or common areas of Pembroke Falls. The Owner setting off the fireworks will be responsible for any damage and clean-up.

Operating Unmanned Aircraft

Launching, landing, or operating unmanned or remote-controlled aircraft, drones, or any other flying type of device is not allowed in Pembroke Falls in any of the common areas.

Common Areas and Facilities

Shall not be obstructed nor used for any purpose other than the purposes intended thereof. No personal property of Owners, visitors, guests, tenants, and contractors such as carts, bicycles, carriages, chairs, tables, or any other similar objects shall be stored therein.

Responsibility

Owners/Residents are responsible for their guests and are expected to apprise them of the rules and regulations for use of the facilities. Any rule violations committed by an Owner's guest, contractor, vendor, or tenant shall be the responsibility of the Owner.

Children Underage

Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within Pembroke Falls and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. Children under twelve (12) years of age must be supervised at all times in the clubhouse and clubhouse areas, tot lots, and lakes areas by an adult at least 18 years of age, or parent/legal guardian.

Hunting or Use of Firearms

No hunting or the use of firearms shall be permitted anywhere in Pembroke Falls.

Hurricane Season

An Owner who plans to be absent, for any length of time, during the hurricane season must prepare his Unit and Lot prior to his departure to ensure any item from their unit or lot does not do any damage to other units, lots, or other property. This includes but is not limited to the removal of any outdoor furniture, portable basketball hoops, trimming of trees, and securing any construction items and any other items which can cause damage to other units, lots, and properties. The Owner should designate a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage and must furnish the Association with the name(s) of such firms or individuals. Such firms or individuals shall be subject to the approval of the Association.

Advertising, Soliciting, or Posting of Notices

Neither Residents nor Owners shall distribute flyers, advertisements, circulars, or mailers in Pembroke Falls. Any such type of advertisement or notices found will be immediately removed and disposed of. Any vendor or service provider distributing flyers, advertisements, circulars, or mailers shall be evicted from the property and, at the sole discretion of The Master Association, barred from returning. Advertising signs, leaflets, petitions, papers, or other written matters shall not be distributed on the premises without the written consent of the Management. Sale of merchandise or fund soliciting is not permitted in Pembroke Falls common areas or clubhouse facilities without the written consent of the Management.

Employees of the Association

Employees of the Association are not to be sent out by Owners for personal errands or used for any work to be conducted on their properties. The Board of Directors of the Association shall be solely responsible for directing and supervising employees of the Association.

Breach of Security and Safety

Any attempt to breach or circumvent Pembroke Falls security or safety system by any person is considered a serious infraction by the association.

PODS (Portable Delivery/Storage Systems)

PODS (Portable Delivery/Storage Systems) and similar containers may be left in the driveway of the property for a period not to exceed seven (7) days from the day of the arrival; if additional time is needed Management must be notified. Residents are required to notify management in advance when a PODS container or similar will arrive at the address.

SPEEDING AND TRAFFIC SIGN VIOLATIONS

Streets and sidewalks in Pembroke Falls are not deemed to be “private” but are rather viewed as public thoroughfares for purposes of police enforcement of state statutes, city ordinances, traffic laws, and so forth. Residents are required to observe posted speed limits, traffic directional signs, and parking restrictions on all streets.

- All speed limit signs posted within the Association’s property must be obeyed. Speeding violations will be enforced via Radar with a surveillance camera.
- All traffic signs posted within the Association’s property must be obeyed. Traffic violations will be enforced via camera and/or radar systems.
- The Association reserves the right to impose fines for any speeding and traffic violations.
- Speeding and traffic sign violations are to be issued to the Owner of the home where the vehicle registration is associated, not the driver. Also included are any Owner’s rental vehicles.
- Speeding and traffic sign violations by a Tenant or Guest are to be issued to the Owner of the home.
- Service providers and vendors will have the Violation letters issued to the service or business owner. Multiple speeding and/or traffic sign violations may lead to denial of access to the community, or access being relegated to only using the Guest lanes (ex: UPS, FedEx, USPS), of the services or business owners’ vehicles. If individuals driving speeding vehicles multiple times are identified, the individual can be banned from driving such vehicle in the community (thus allowing the service or business vehicles to continue services in the community)

PARKING POLICY

The Homeowner's Association recognizes that there is a need to provide guidance for temporary on-street parking, in order to make life acceptable without impacting safety or the right of residents to quiet enjoyment of the property.

On-street parking is not permitted within the Pembroke Falls property boundary except as otherwise provided in the following (Any deviation from these rules must be approved by management):

Parking is Not Allowed Anytime (fines can range between \$25 to \$100)

- On the roadway side of another parked vehicle, (double parking). (\$25)
- On crosswalks. (\$25)
- On sidewalks. (\$100)
- In front blocking another resident driveway. (\$25)
- In front of mailboxes. (\$25)
- On grass or swales. (\$25)
- In the wrong direction. (\$25)
- Within intersections. (\$25)
- Within 15 feet of a fire hydrant (\$25)
- Within 20 feet of an intersection or street corner (\$25)
- On and/or adjacent to curves (\$25)
- In such a way that blocks or creates a hazard for other vehicles, including emergency vehicles. (\$25)
- Overnight Street Parking. (\$25)
- Trailer, Boat, RV, or Gross vehicle weight of 26,001 pounds or more, or has three or more axles. (\$50)

Where and When On-Street Parking is Allowed

- On the driveway or apron (do not obstruct the sidewalk or impede access of residents to their property)
- On the street between the hours of 6AM and midnight Monday – Thursday, Friday – Sunday and Holidays between the hours of 6AM until 2 AM, consistent with the **Parking is Not Allowed Anytime** restrictions.
- In designated parking spaces in common areas.
- Loading or unloading of persons and/or property.
- When performing maintenance on driveways, i.e., pressure cleaning or sealing of pavers.
- When actively rotating any vehicle or trailer in the driveway or garage to facilitate access
- When performing any maintenance activity on the property that could affect the condition, safety, or appearance of the resident's vehicle(s).
- When washing vehicles on the driveway
- Any vehicle that is temporarily parked on the street in accordance with the noted exceptions in the rules shall comply with the applicable ordinances, statutes, and covenants.

- Residents are responsible for communicating the parking rules and regulations to their guests, vendors and contractors.
- Commercial enterprises engaging in regular work within Pembroke Falls shall comply with the parking regulations.

Clubhouse Parking Lot Rules

- Vehicle parking is permitted only in designated areas.
- Any vehicle parked illegally or without a parking pass may be towed or booted at the owner's expense.
- Only emergency repairs to vehicles are permitted on clubhouse grounds and approved by management
- Overnight parking of cars, vans, trailers, buses, boats, or moving van/trucks is permitted only with the written approval of Management. A parking pass from Management must be clearly displayed on the dashboard of the vehicle. Camping in an overnight parked vehicle is prohibited.
- Commercial vehicles are not allowed to park overnight, unless it's a vendor working for the association.
- Temporary Clubhouse Parking Pass can be obtained by contacting management. Clubhouse parking passes are limited to 3 (three) times per year, 5 (five) consecutive days each. A pass is for each vehicle, trailer, boat etc. A truck with a trailer attached or boat attached will need two passes. Passes and/or days cannot be combined, use another resident's passes, or be gifted or sold other passes and/or days by another resident. Leaving vehicles, trailers, boats, etc., beyond the expired date of the pass will be \$100 fine per day and tow at owner's expense. Additional days can be requested for a fee per parking spot(s) per day, for a max of 10 days, which will be posted and determined by the association. Passes for overnight parking at the Clubhouse can also be requested from Management for occasions when guests are staying for short periods of time. (This pass, when exhibited on the vehicle dashboard permits guests to park overnight in the Clubhouse parking lot).
- Gas-powered or electric go-peds and go-carts are not permitted on the clubhouse grounds. Anyone found using any of the above equipment on clubhouse grounds is in violation of this rule and may be subject to possible suspension of privileges.
- Bicycles must be parked in bicycle racks.
- Loud music and/or excessive noise is not permitted in the parking lot area unless it is a Pembroke Falls and/or Management approved activity.
- No loitering or alcoholic drinking is allowed.

VEHICLE GENERAL REGULATIONS AND DEFINITIONS

- All residents, guests, and commercial vehicles on Pembroke Falls property shall have a current vehicle registration and be in serviceable working condition and able to operate under their own power. Any vehicle unable to operate under its own power shall be removed from the Pembroke Falls Property within 48 hours or stored in a garage.
- Guests and vendors drivers shall, when entering via the guest lane, present a valid U.S. or Canadian government issued driver license to drive in the community. If no valid driver license is presented, they will not be allowed entry. Guests from another country can present a valid current passport from their country as an accepted alternative to a driver's

license. Passport exception does not apply to any vendors or contractors.

- Battery-powered or gas-powered scooters or similar vehicles, ATVs, golf carts, and ride-on-lawn equipment that are used on the roadways shall adhere to Florida State Statutes Chapter 316 and the Ordinances of the City of Pembroke Pines, Chapter 72.
- Battery-powered or gas-powered scooters or similar vehicles, ATVs, and golf carts are not allowed on the sidewalks or swales. This does not apply to Association personnel or contractors working for the Association.
- No major repairs to vehicles can be made outdoors or on Pembroke Falls property. Minor repairs such as the replacement of batteries, tires, and windshields are permitted.
- Any vehicles or trailers leaking oil, gas, coolant, chemicals, or other contaminants shall be removed from the Pembroke Falls property immediately. A clean up charge may be levied by the Association against any vehicle owner for damage to any common area property.
- Resident's personal area of responsibility for parking purposes shall mean the area shown on the property survey and the extension of those property lines intersecting with the original roadway. For permitted on-street parking alleviations, residents and their guests shall use the driveway and apron first, then if full, they may park in front of their property before anyone else's property, notwithstanding any other parking restrictions.
- Commercial vehicles are not allowed to park on the property, lot or street overnight. Commercial vehicles shall mean any vehicle that is gross vehicle weight of 26,001 pounds or more or has three or more axles is deemed commercial with or without signage, graphics or lettering on the vehicle. A property owner can park his or her work vehicle. The association may not prohibit, regardless of any official insignia or visible designation, a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her work vehicle, which is not a commercial motor vehicle as defined in s. 320.01(25), in the property owner's driveway.
- Police, fire, or any emergency vehicles shall not be considered commercial vehicles.
- Any vehicle or trailer that is parked on the roadway with a ramp for the purpose of loading or unloading goods, equipment, or material of any kind shall have safety cones around the ramp in the opening position.
- Moving vans including rental vehicles hired for the purpose of moving household goods are not permitted to park on the roadway after 11 p.m. or before 8 a.m. If overnight parking is required, the resident may apply to Management for an Overnight Parking Pass for the Clubhouse parking lot.
- Residents are responsible for parking compliance for all parked cars registered to their house or in their possession and for all parked cars of their guests, and/or contractors. For permitted on-street parking alleviations, residents and their guests shall use the driveway and apron first, then if full, they may park in front of their property before anyone else's property, notwithstanding any other parking restrictions. Between 7AM – 10PM Security must attempt to contact the correct Owner or resident, if a vehicle is parked in way which is hazard or blocking the road.
- Residents shall call Management if they anticipate having a higher volume of cars than normal for special occasions. (This list of the names of expected guests eliminates the need for security to have to call the resident multiple times).
- Passes for overnight parking at the Clubhouse can also be requested from Management for

occasions when guests are staying for short periods of time. (This pass when exhibited on the vehicle dashboard permits guests to park overnight in the Clubhouse parking lot).

- Any vehicle that is assigned to the property of a resident including guests, Vendors and contractors that are temporarily parked on the roadway shall be capable of being moved on request through contact with the assigned resident property either in person or by phone.
- No commercial vehicle, camper, mobile home, motor home, house trailer, boat trailer, horse trailer, step van, or trailer of any other description that is in the possession of a resident or visitor may be parked on the street, swale, backyard, side yard, or any driveway at any time except for loading, unloading, or cleaning. Parking for these vehicles is prohibited between the hours of 7 PM and 8AM.

Commercial Vehicles

- When practical, residents should ask vendors to park on the driveway without obstructing the sidewalk.
- Vendors are required to place the vehicle ramp in the closed position when not loading or unloading.
- Vendors will use safety cones when parked in the street.
- Vendors may temporarily detach a trailer on the driveway of a property from the towing vehicle, however, they shall remain available to move the trailer immediately upon request.
- Vendors shall not obstruct driveways or otherwise impede the access to any property to which they are not contracted.
- Commercial vehicles are not allowed to park overnight.
- Failure by a vendor to comply with the Association rules may result in access being denied to the property being revoked.

Towing

Any vehicle parked in violation may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle, The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, boats and trailers.

Bicycle Rules

- Equipment – all bicycles shall have a minimum of headlights, taillights, reflectors, horns, and /or bells; especially when riding at night.
- Must obey all traffic laws when riding on public roadways.
- Must stop or yield for all traffic lights and stop signs.
- When riding on sidewalks, pedestrian rules apply.
- When you encounter a pedestrian:
 - Must make presence known before passing them.
 - Must yield the right of way for all pedestrians.

- All headlights must be visible at least 500 feet away and all taillights and reflectors must be visible 600 feet away.

Golf Carts

- Must obey all traffic laws.
- Must stop or yield for all pedestrians and stop signs.
- Operation of Golf Carts is restricted to the hours between sunrise and sunset.
- Equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, horn and red reflectorized warning devices in both the front and rear.
- Carts are not allowed on the sidewalks or swales.

CLUBHOUSE – RULES AND REGULATIONS

Resident ID

All residents using the clubhouse facilities are required to identify themselves with their current Pembroke Falls ID card. Admission may be denied if their ID card is not in their possession. Any expired ID card or pass will be confiscated. Access Cards, FOBs or any other proximity /electronic access control systems shall be deemed appropriate for entry into any facility as new technology is implemented or introduced.

Children

Children less than 12 years of age must be supervised at all times by an adult or parent, or legal guardian at least 18 years of age or older.

Clubhouse Hours

As posted.

Posted Rules

Rules and regulations that are posted in any particular area, room, or facility will control the use thereof and shall be deemed supplemental to the rules and regulations herein.

Use of Facility

No club, group, association, or organization shall not use the facilities without the consent of the Management.

Smoking/Vaping

Smoking or vaping is not permitted in the clubhouse, tennis courts, pool areas, basketball courts, poolside patio, tot-lot, and parking lot.

Alcoholic Beverages

Alcoholic beverages are only permitted during a reserved private event in the Falls Room / Tranquility Trail Park or during an Association and/or Management approved function.

Proper Attire

All persons using the clubhouse must wear proper attire. All persons entering or exiting the facility must have on shirts and/or cover-up and footwear. Clothing must be free from profanity.

Pets

Pets may not be brought into the clubhouse facilities except for Tranquility Trail Park. All pets must be leashed, curbed, and not cause a nuisance. Service animals are exempt from this rule.

Risk Disclaimer

The Pembroke Falls Homeowner's Association is not responsible for any person using the clubhouse. Any person using the facilities does so at their own risk.

Personal Property Disclaimer

Pembroke Falls and the Management are not responsible for lost, damaged, or stolen items.

Music

Audible music may be played in the clubhouse facilities only with prior approval from Management. Personal music is regulated to ear/headphones.

Guest Policy

Residents and Owners are limited in the amount of non-resident guests per household in the clubhouse facility or use of the amenities per day. Additional guests may be allowed at the discretion of Management. The resident must be present while guest(s) are in the clubhouse facility unless a guest pass is provided. This does not apply to guests of a resident at a planned reserved event.

- Gym - limit 2 guests per household
- Aerobics Room - limit 2 guests per household
- Basketball - limit 3 guests per household
- Tennis Center - limit 3 guests per household
- Pool - limit 5 guests per household

General Exclusion

Management reserves the right to expel and/or suspend any person who violates the Association and clubhouse rules. Management may determine the length of a suspension. The cost of any damage to Association property will be charged to the responsible party.

Clubs Operating at The Clubhouse

- All clubs wishing to use the Pembroke Falls clubhouse are required to have approval of the Management.
- The club must provide an outline of its purpose and objectives.
- Club membership must be made up of at least 60% of Pembroke Falls residents.
- Club meetings may be requested and will be granted on availability of space by the Management.
- Meeting rooms must be cleared and vacated no later than thirty (30) minutes before closing.
- Failure to vacate the clubhouse fifteen (15) minutes prior to closing may result in the revocation of the club's privileges.

Approved Club Reservations Policy

During regular clubhouse hours, any approved Pembroke Falls club meeting may book the Falls Room free of charge if no reservation conflict exists, Management will not accept Falls Room bookings by approved clubs more than sixty (60) days in advance.

Falls Room / Board Room Usage

The order of priority for room reservations and usage is:

- HOA business
- Approved HOA clubs
- Any non-HOA usage
- Reservations of the Board Room are permitted (See Management for details).

General Amenity Rental Rules

Please see Clubhouse and Patio rental contract.

Fee Schedule

The current schedule of fees for the rental of the clubhouse facilities is included in the rental agreement contract. These fees are subject to change at the Association's discretion.

Pembroke Falls Main Pool & Pool Deck Rules

- As Posted
- Residents are allowed to bring 5 guests per household to the pool area.
- Guests must be accompanied by the resident.
- Failure to follow rules can result in violation issued and removable from pool area.
- Pool and Pool Deck open from Dawn to Dusk.

Spa Rules

- As Posted
- Failure to follow rules can result in violation issued and removable from pool area.
- Open Dawn to Dusk.

Wading Pool Rules

- As Posted
- Failure to follow rules can result in violation issued and removable from pool area.
- Open Dawn to Dusk

Fitness Room Rules

- As Posted
- Residents are allowed to bring 2 guests per household.
- Guests must be accompanied by the resident.
- Hours of operation 6:00 A.M. to 9:45 P.M.
- Failure to follow rules can result in violation issued and removable from area.

Aerobic Room Rules

- As Posted
- Residents are allowed to bring 2 guests per household.
- Guests must be accompanied by the resident.
- Hours of operation 6:00 A.M. to 9:45 P.M.
- Failure to follow rules can result in violation issued and removable from area.

Tranquility Park Rules

- Park hours Sunrise to 9:45 P.M.
- Any person using the park does so at their own risk.
- Pets must be leashed at all times.
- Please clean up after your pets.
- Littering is prohibited. Please use the trash receptacles provided.
- Loud music, noise, and profanity is not permitted in or near the park.
- Alcoholic beverages are not permitted in or around the park except during a reserved private event or during an Association and/or Management approved function.
- Please use common courtesy and be considerate of others using the park.
- Management reserves the right to use the park for community events or reserved private events.

Basketball Court Rules

- As Posted
- Residents are allowed to bring 3 guests per household.
- Guests must be accompanied by the resident.
- Failure to follow rules can result in violation issued and removable.
- The courts are available between 8:00 A.M. and 9:45 P.M.
- Any person using the basketball courts does so at their own risk.
- Hanging from rims, nets, or goal supports is not permitted.
- Bicycles, rollerblades, roller skates, or skateboards are not permitted on the courts.
- Alcoholic beverages are not permitted in or around the court except during a reserved private event or during an Association and/or Management approved function.
- Pets are not permitted on the courts.
- Only maintenance and emergency vehicles are permitted on the courts.
- Glass and alcoholic beverages are not permitted in the court area. Plastic beverage containers are permitted.
- Littering is prohibited. Please use the trash receptacles provided.
- Loud music, noise, or use of profanity is not permitted on or near the basketball courts.
- Paint, chalk, tape, or other adhesive materials shall not be placed on the court surface.
- Courts may be closed at any time due to safety concerns or maintenance.
- Management reserves the right to reserve the courts for community events.

Tennis/Pickleball Court Rules

- As Posted
- Residents are allowed to bring 3 guests per household.
- Guests must be accompanied by the resident.
- Failure to follow rules can result in violation issued and removable.
- The courts are available for play between 8:00 A.M. and 9:45 P.M.
- Any person using the tennis or pickleball courts does so at their own risk.
- When courts are open for play during clubhouse hours, tennis players must gain access to the courts through the clubhouse lobby.

- Players must reserve a tennis court at the clubhouse front desk or on the HOA community website. Failure to reserve a court or failure to play on the appropriate court may result in a loss of court time. In the event of a reservation, if the players are more than 10 minutes late the reservation is canceled, and the court may be assigned to another party if players are waiting to play.
- Court Reservations must be canceled at least 1 hour prior to reserved time. Failure to cancel on time or canceled due to no show or canceled due to arriving late will result in the inability to reserve after 3 or more cancelations of any type for 7-day period.
- The courts are for the use of the Owners, residents, and their guests. A community ID must be presented to gain court access. Each resident is allowed no more than 3 guests per household. The resident must accompany the guest to the assigned court.
- These courts may not be used for any purpose other than the game of tennis or pickleball.
- Singles are limited to one (1) hour of use and doubles are limited to one and a half (1 ½) hours of use if others are waiting.
- Proper tennis attire and non-marking athletic shoes are required. No running shoes or street shoes are permitted.
- Glass and alcoholic beverages are not permitted in the court area. Plastic beverage containers are permitted. Food is not permitted on the court.
- Pets, loud music, noise, and the use of profanity is not permitted in or near the courts.
- Children less than 12 years of age must be supervised at all times by an adult 18 or parent/legal guardian 18 years of age or older with a valid ID.
- Pembroke Falls in-house tennis events have priority for use of up to four (4) tennis courts, for up to 3 hours per event. All organized league, tournament or community events must have prior approval of Management.
- Residents have court priority over guests unless the guest is actively playing with another resident.
- Littering is prohibited. Trash receptacles must be used.
- Glass is not permitted.

Tot-Lot/ Playground Rules

- Any person using the Tot Lot/ Playground does so at their own risk.
- Hours open for use 7 AM to Sunset.
- Playground is for children under the age of 12.
- Children must be supervised.
- No parties or events of any kind allowed.
- Proper attire and footwear are required, no bare feet.
- Food and alcoholic beverages are not permitted. Plastic beverage containers are permitted.
- Glass is not permitted.
- No pets allowed.
- Keep the area clean, use trash receptacles.
- Do not use equipment if damaged, report damage to the Clubhouse.
- Only for use by children accompanied by an adult.
- No entry after Sunset.

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Rental and Leasing

Lots shall not be leased without the prior written approval of the Master Association. Prospective lessees must complete and submit a lease application to the Master Association's Property Management Office, along with a copy of the lease, and such lease shall provide (or, if it does not, shall automatically be deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), and with any and all rules and regulations adopted by the Master Association from time to time, (b) the Master Association shall have the right to terminate the lease upon two (2) documented defaults by the tenant in observing any of the provisions of this Declaration (and all exhibits hereto), the Articles of Incorporation or By-Laws of the Master Association, or other applicable provisions of any agreement, document or instrument governing the Master Association, and (c) the Master Association shall have the right to collect all rental payments due to the Lot Owner and apply same against unpaid assessments. The Master Association shall have the right to impose a reasonable fee in connection with any requested approval of a lease, to defray the expenses associated therewith, including, but not limited to credit and/or background checks, not exceeding any maximum fee proscribed by law from time to time. No lease shall be for a period of less than one (1) year. Subleases of Lots are prohibited. Lots shall not be leased more than once in any twelve (12) month period, and no Lot shall be leased within eighteen (18) months from the date of acquisition.

Any restrictions upon rentals and/or tenants do not apply to existing Lot Owners who are not a bulk investor, who currently live in the community and seek to purchase an additional home within the community for the purpose of renting and/or leasing that property.

In the event of any unforeseen circumstances where the lessee and/or tenant terminates its lease or otherwise abandons the lease whether due to exigent reasons, eviction or otherwise, then the Lot Owner shall not be restricted from beginning a new lease in contravention of the restriction on leases for a period of less than one (1) year upon verification of the unforeseen circumstances by the Board of Directors.

There shall be a hardship exception to the restriction which states that no lease shall be for a period of less than one (1) year due to military service, unemployment, work transfer outside of the tri county area (Miami-Dade, Broward and Palm Beach Counties), death of primary income earner, divorce or any other exception that the Board of Directors deems appropriate.

The Lot Owner shall be liable for all costs and reasonable attorneys' fees incurred by the Master Association in connection with termination of the lease or tenancy and the eviction of the tenant. This provision shall not obligate the Master Association to commence such proceeding and shall not relieve the Lot Owner of his or her obligation to terminate the lease and evict the tenant for any violations of the law, the Declaration, the Articles of Incorporation, By-Laws of the Master Association or the Master Association's Rules and Regulations, as same may be amended from time to time.

The Master Association must either approve or disapprove a lease within ten (10) days after receipt of a complete and accurate request for approval, which request shall be accompanied by such

information as the Board of Directors of the Master Association may reasonably require. If approved, a recordable certificate of approval shall be executed by the Secretary or other authorized agent of the Master Association at the expense of the tenant. If the Master Association fails to give the Lot Owner written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the Master Association. The Master Association may deny permission to lease a Lot upon any reasonable grounds, including without limitation: (a) failure of the Lot Owner to provide information requested by the Master Association or (b) the Lot Owner is delinquent in the payment of any assessments for his or her Lot.

The Master Association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of one (1) month's rent or the sum of Three Thousand and 00/100 Dollars (\$3,000.00), whichever sum is less, into an escrow account maintained by the Master Association. The security deposit shall protect against damages to the common areas or Master Association property resulting from the acts or omissions of tenants, their guests and invitees (as determined by the Master Association). Payment of interest claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. When a Lot is leased, the tenant shall have all use rights in the Master Association property and those Common Areas readily available for use generally by Lot Owners and the Lot Owner shall not have such rights except as a guest. Dual usage by a Lot Owner and tenant of Master Association property and Common Areas shall be prohibited. The Lot Owner will be jointly and severally liable with the tenant to the Master Association for any amount which is required by the Master Association to repair any damage to the Common Areas resulting from the acts or omissions of tenants, their guests and invitees (as determined by the Master Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant, their guests and invitees. If a Lot is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may demand that the tenant pay to the Master Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Lot Owner related to the Lot have been paid in full to the Master Association and the Master Association releases the tenant or until the tenant discontinues tenancy in the Lot.

Estoppel Certificate

No Owner may sell or convey his interest in a Lot unless all sums due the Association and the Master Association shall be paid in full and an estoppel certificate in the recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request thereafter. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Leases

No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Pembroke Falls HOA Rules & Regulations Effective 3.28.23-Approved Updated 10.14.25

Association, applicable rules and regulations, the Master Declaration, or other applicable provisions of any agreement, document or instrument governing Pembroke Falls or administered by the Association or the Master Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of \$3,000.00 or require the tenant to place said amount which may be used by the Association to repair any damage to the Common Areas or other portions of Pembroke Falls resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Master Association, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed the lesser of \$50.00, or the maximum amount allowable by law, shall be returned to the Owner or Tenant, whichever party provided the escrow security deposit, within ninety (90) days after the tenant and all subsequent tenants permanently vacate the leased property.

Members' Permittees

No Lot or Unit shall be occupied by any person other than the Owner (s) thereof or the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, a Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize the occupancy of a Unit by persons in addition to those set forth above. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists, or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article, and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.

Architectural Review Board (ARB) Process

- Owners fill out an application pertaining to each of the specific work that is going to be done.
- The Owner/contractor provides all required documents as requested via email, online or in person.
- ARB coordinator will prepare all applications for review by the ARB Committee, who meet roughly once a month. No application is reviewed or approved until all required documents have been provided.
- Once applications are reviewed by the ARB Committee, denied/approval letters are created and signed by the ARB Chairman.
- Homeowners are then notified via email of their missing information, approved, or denied applications.
- Processing, review and approval/denial, depending on the application submitted, is between 30 to 45 days from the time that all required documents and items had been provided.
- Homeowner must notify the ARB Coordinator when the work will begin. Any work started without notifying the ARB Coordinator will be a violation.
- Weekly inspections will be conducted by the ARB Coordinator. If any violations are found or work being performed was not approved the work will be ordered to be stopped and violation(s) issued.