

Grove Villas West



Rules & Regulations Manual

Maintenance by Owners.

Weeds and Refuse. Subject only to the obligation of Association to maintain FrontYards, no weed, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Townhome. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Townhome.

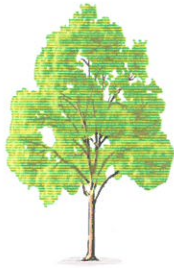
Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner or by a Association:

Replacement of Annuals. Annuals are to be replaced semi-annually.

Trees. Trees are to be pruned as needed.

Shrubs. All shrubs are to be trimmed as needed.

Grass. 24 cuts annually or as needed.



(a) Cutting Schedule. Grass should be cut at least 24 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

Mulch. Remulching of beds twice per year.

Insect Control and Disease. Disease and insect control shall be performed on an as needed basis. (Exterior only)



Fertilization. Fertilization of all turf, trees, shrubs, and palms will be performed three (3) times a year during the following months: February, June and October.

Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveway, and expansion joints shall be removed as needed. Chemical treatment is permitted.



Holiday Lights and Other Lighting. Except for a seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance(e.g., unacceptable spillover to adjacent lot).

Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Grove Villas West HOA. Owners may place additional plants, shrubs, or trees within Parcels with the prior approval of the ACC.

Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within Grove Villas West, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog enclosures shall be permitted on any Home. All pets shall be walked on a leash. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.



Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unreasonable annoyance to others or which interferes with the peaceful possession and proper use Grove Villas West Homeowners is permitted. Nothing shall be done or kept within the Common Areas, Parcel, or Home which will increase the rate of insurance to be paid by the Association.



Supervision of Children Persons who are not sixteen (16) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18). Parents shall be responsible for all actions of their minor children at all times in and about Grove Villas West Homeowners.

Personal Property. All personal property of occupants shall be stored within the Townhomes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Home which is unsightly.

Storage. No structure of a temporary character, trailer, basement, tent, shack, barn or other out-building shall be used on any Lot at any time as a residence of appendage to such residence either any time as a residence of appendage to such residence either temporary or permanent. No temporary or permanent structure or improvement shall be constructed, erected,

altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements.

Garbage -Dumping Ground. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted.

No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Parcel.



Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

Laundry. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Townhouse.

Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.



Parking. There shall not be parked upon any of the parking spaces set aside for general use within the Common Area, any trailer commercial vehicle, recreational vehicles, boat or boat trailer. This restriction shall not be deemed to limit the use of such parking facilities for service vehicles whose purpose is to perform maintenance and delivery services to the Lot Owners or the Association during normal working hours. No trucks or vans, other than pick-up trucks or vans not in excess of 3/4 ton capacity, campers, mobile homes, motor homes, house trailers, or trailers of every other description, horse trailers, mopeds or motorcycles shall be permitted to be parked or to be stored at any place in the Project which is visible from any and all public or private thoroughfare. The term "Commercial Vehicle" shall include, but not be limited to all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or have printed on the sides of same reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles. No on-street parking shall be permitted; all parking shall be restricted to designated areas. Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the 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 Association shall not be liable to the owner of such vehicle for trespass, conversion or other wise, not guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers.

Damage by Owner of Adjacent Home. In the event that a Lot wall is damaged by the Owner of an adjacent Home, the owner of the adjacent shall be responsible for repairing such in a timely manner and in accordance with The standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Grove Villas West, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

Alteration and Additions. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement. No material alteration, addition or modification to a Parcel or Townhome, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than one square foot advertising that property for sale or rent, or signs used by the Developer to advertise the Property during the construction and sale of the Townhouses. No flags, banners, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel of Townhome that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC.

Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

Hurricane Shutters. Any hurricane or other protective devices visible from outside a Townhome shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel

style hurricane shutters must be removed a reasonable time after a storm.

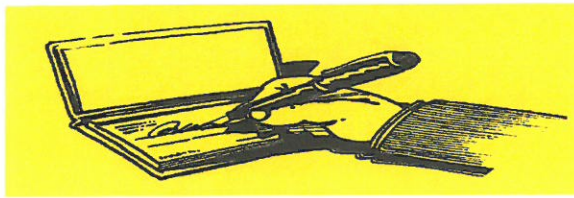
Temporary Structure and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Project at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer may place on the Project construction sheds, trailers or temporary sale offices or sale trailers used to facilitate the construction and sale of Lots and Townhomes in the Project. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service, repair or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Townhomes to be erected in this Project, no gas tank, gas container or gas cylinder, except those used by portable barbecue grills, shall be permitted to be placed on or about the outside of any of the Homes built in this Project or any ancillary building.

Visibility at Street Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Barbecues. Barbecues may be located or permitted only upon the back patio of a Townhome and upon such portions of the Common Open Space as are, the back patio of a townhome and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.



Personal Property. No articles of personal property of Owners shall be placed on any portion of the Project lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.



COLLECTION POLICY

MONTHLY MAINTENANCE ASSESSMENT FEES ARE DUE ON THE FIRST (1) DAY OF THE CURRENT MONTH. PAYMENT MUST BE MADE BY PERSONAL CHECK, CASHIERS CHECK, OR MONEY ORDER AND PAYABLE TO: LAGO MAR VILLAS II HOMEOWNERS ASSOCIATION, INC. ALL PAYMENTS RECEIVED ARE CREDITED TO THE OLDEST OUTSTANDING BALANCE. THIS INCLUDES MAINTENANCE FEES, SPECIAL ASSESSMENTS, AND LATE CHARGES ON YOUR ACCOUNT.

If your monthly maintenance assessment fee **IS NOT** in our office **ON OR BEFORE THE FIFTEENTH (15) DAY OF THE CURRENT MONTH**, then your account will be considered **DELINQUENT**. **AT THAT TIME, a \$25.00 late charge will be posted to your account.**

In the following month you will receive a letter informing you of your past due balance. This will serve as **"FINAL NOTICE BEFORE INSTITUTING LEGAL ACTION"**

NO MORE REMINDERS WILL BE SENT TO YOU

If all the maintenance assessment fee due to the Association are not received by the tenth (10th) day of the final notice request, then your account will be turned over the Association's attorney for the placing of a **CLAIM OF LIEN ON YOUR PROPERTY**.

NO ATTORNEY WARNING LETTERS WILL BE SENT

Once a lien has been placed against an account, no further notices will be sent. At this point, **ALL COMMUNICATIONS WILL BE BETWEEN THE DELINQUENT ACCOUNT AND THE ASSOCIATION'S ATTORNEY.**

Both the Florida Statutes and your Association documents provide that you will be **liable for attorney fees, collection and legal costs** in the prosecution of delinquent maintenance assessments, which ultimately can lead to **FORECLOSURE** on your unit and sale on the courthouse steps.

You may avoid the expense and bother of collection costs or a law suit, by voluntarily complying with your legal obligation to pay monthly maintenance assessment fees in a timely manner.



We, the Board of Directors, would like to encourage your suggestions and participation. We all have a joint interest in our community and it is in our best interest to preserve it. If you would like to get involved in your community, please attend the next Board of Directors meeting.