San Palermo Homeowners Association, Inc.
Rules & Regulations-Revised March 31, 2021

Introduction:

San Palermo at Abacoa is a deed restricted community. This makes it different from a traditional form of ownership. First, we share ownership of common land and have access to such areas as the parks. Second, as a member of the Association, together with all other homeowners, we have agreed in writing to abide by the Associations rules and regulations. Third, we pay a monthly assessment used for upkeep of the common areas and build reserves for future obligations.

The Declaration of Covenants, Conditions and Restrictions (CC&R), a copy of which is received at closing, spells out Owner responsibility. DiVosta and the Abacoa POA put these Documents in place to benefit all Owners and to help safeguard our investment in the Property. The Rules and Restrictions amplify certain key sections of the CC&R and are fully consistent with the Documents. All Owners should read the entire CC&R.

Rules & Restrictions:

The definitions contained in the Declaration of Covenants and Restrictions for San Palermo at Abacoa are incorporated herein as part of these Rules and Regulations.

1. The Association has the authority to impose fines and/or take appropriate corrective actions, with the cost of such actions chargeable to the responsible owner. In any suit or action related to enforcement of these rules, the prevailing party shall be entitled to recovery of all costs.
2. The units shall be used for Single Family purposes. “Single Family" means one person, or two or more persons living together and interrelated by bonds of consanguinity or marriage; or not more than two persons living together who may not be interrelated.
3. The units shall not be used in any trade, business, professional or commercial capacity, except as provided in the Declaration, Article V, 2.B.
4. All owners, their families, guests, invitees, lessees, and licenses shall obey posted parking and traffic regulations and abide by the Declarations parking and traffic rules.
5. No owner shall do or permit any assembling or disassembling of motor vehicles, except within their garage. Each lot owner shall be required to clean their driveway of any oil or other fluid discharged by their motor vehicle.
6. No animals shall be bred or kept in any unit except dogs and cats, which must be leashed when outside the home, screened area, or fenced yard. Each pet owner shall be required to clean up after their pet

when in the common areas. Authorized residents may have two (2) pets (*exclusive of fish or birds*), which must not exceed the limit of 50 lbs. If a dog or any other animal becomes a nuisance to other residents by barking or otherwise; or if it becomes a threat to other residents or pets, the owner shall remedy the problem immediately. Upon written notice from the Association, they may be required to remove the pet from the association's property. *(This rule was amended by a vote of the Board of Directors at a duly noticed meeting on March 31, 2021.)*

7. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length; camper, motor home, bus or commercial vehicle of any kind shall be parked in any driveway, on any lot or in the street except 1) within a garage; 2) while delivering or furnishing services to a unit during daylight hours. No vehicle shall be parked so as to prevent access to another lot or block the pedestrian sidewalk. Violation of this paragraph may result in towing away vehicles covered by this rule with costs and fees to be borne by the vehicle owner or violator.
8. Any owner shall not allow any vegetation matter, vines, etc... to grown on, or attached to, or to grow over, any wall outside the confines of their property. This also includes allowing such growth to attach to the zero-lot line wall or party fence of the adjoining property. In the event an owner fails to correct such violations, the Association shall have the right to enter the property and remove the offending materials, the cost and consequences of such removal and subsequent repairs to be borne by the non-compliant owner.
9. Damages to the common elements, property or equipment of the Association caused by any lot owner, family member, guest, invitee, or lessee shall be repaired or replaced by the Association at the expense of such lot owner.
10. No signs of any kind may be posted on the streetlight poles, street directional or stop sign poles or trees or anywhere on the Association common areas and property except for specifically designated bulletin boards which may be provided by the Association for owner/resident use. A temporary "garage sale" sign may be displayed for the day of sale only and its to be removed afterwards by the owner without damage.
11. All portable basketball hoops, athletic fixtures, and other devises, including grills, tables, lawn chairs, etc… must be stored, obscured from view from adjoining streets, lots, and common areas when not in actual use. No permanent athletic devices shall be affixed to the front or ear of the property.
12. Large items for disposal such as appliances, water heaters, major collections of boxes, etc… shall not be placed at curbside until specific arrangements have been made with the pickup contractor. No garbage or refuse shall be deposited in any common area for any reason, except on the correct days of the week for pickup and removal. All garbage and refuse from the lots shall be deposited with care in each

owner's private garbage containers, which shall be placed so they are not visible from the roads or from adjoining units.

13. Parking of a non-registered or non-drivable vehicle outside the confines of a garage is prohibited. No commercial vehicle, recreational vehicle, camper, trailer, boat, van, or truck of any kind shall park or be parked at any time on any portion of the common areas, streets, sidewalks or driveways except for commercial vehicles, vans, or trucks in the process of delivering goods or furnishing services during daylight hours. Said vehicles shall not be parked overnight except within the confines of a garage. A vehicle of any type bearing a commercial identity or commercial graphics shall be deemed a commercial vehicle and subject to this rule regardless of vehicle type.
14. However, a "mini van" type vehicle used as a passenger vehicle for family transportation shall be allowed to park within San Palermo at Abacoa if it:
    - Is a factory built single compartment vehicle with no more than two axles and;
    - Has only full size, factory original equipment windows in the front, in the rear, and along at least seventy-five (75%) of the length of each side, with at least two rows of factory installed seating, and;
    - Has a factory standard roof and, fits inside a closed standard San Palermo at Abacoa garage, and;
    - Is not more than 203 inches in total overall length, including accessories, and;
    - In all other respects meets Homeowner Document requirements.

    Note: For purposes of this rule, the term "factory" shall mean an original manufacturer of motor vehicles such as General Motors, Ford, Mazda, Chrysler, or Mercedes Benz, and so forth. This does not include after market vendors, custom builders, camper/trailer manufacturers, or other builders of automobile related equipment such as, but not limited to, Winnebago, Van's Vans, Air Stream, Blue Bird, Kenworth, etc…

15. Nothing shall be done in a unit or on the common areas that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property or to the development as a whole. All use of portable basketball hoops and the bouncing of balls must be done between the hours of 9:00 AM and 7:00 PM, so that surrounding properties are not disturbed.
16. No portion of the lot shall be used for drying or hanging laundry, unless such laundry is screened from public view, so that the laundry is not visible from any road.

17. No garage doors shall be permitted to remain open, except for temporary purposes.
18. All draperies, curtains, shades, or other window coverings installed in a unit, and which are visible from the exterior of a unit, shall have a white backing.
19. Front porches are not to be used for storage of equipment, bicycles, toys, or other similar personal property. Outdoor furniture, overhead fans, and potted plants are permitted.
20. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the properties, including the unit, unless installed by the Abacoa POA or with prior written approval from the ARC.
21. No sign, symbol, name, address, notice or advertisement shall be inscribed or exposed or at any window or other part of a unit or common area without the prior written approval of the Board.
22. Any modification of the common areas requires prior written approval by the Board.
23. Each unit owner is responsible for preparing his unit for the Hurricane Season (June 1st to November 30th), as outlined in Article 5, O, of the Declaration.
24. Unit owners are responsible for reading the Declaration and all restrictions outlined therein and for making sure that their tenants, guests, and invitees follow the rules.
25. Lease Agreement Terms: Any and all lease agreements between Owner and a Lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lessee agreement shall be also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing their Unit, automatically delegates their right of use and enjoyment of the Common Areas and facilities tohis lessee, and in so doing said Owner relinquishes said rights during the term of the lease agreement. Article XIX, #2.