Pines of Delray North
Rules and Regulations

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The purpose of this revised set of Rules and Regulations is to maintain the quality of life at The Pines of Delray North and set standards for the maintenance of the Community including Owners dwellings and the common areas. The Board of Directors is authorized by the Governing Documents to adopt Rules and Regulations for the Community. The intention is to have Rules and Regulations which are easily referenced and understandable to facilitate the full cooperation of all Residents. Instances where there is a violation of the Rules and Regulations will be referred to the Compliance Committee, which is duly authorized by the Board of Directors to diligently enforce the standards set forth herein. The procedures employed by the Compliance Committee are spelled out in detail in this document in the section entitled "Compliance". We wish all Residents a comfortable enjoyment of the lifestyle afforded here at The Pines of Delray North.

Sincerely, Members of the Board of Directors.

SECTION 1
GENERAL RULES

1-1. Unit Owner's Responsibility: With respect to compliance with the Rules and Regulation, a Unit Owner is responsible for the actions of family members, guests, invitees, tenants, contractors and other persons on the Unit Owners property or the common elements or over anyone whom the Unit Owner otherwise reasonably exercises control and supervision.

1-2. No Improper Use: No improper, hazardous or unlawful use shall be made of the Association property or any dwelling.

1-3. Damage to Common Areas by Unit Owners, Guests, Invitees, Tenants: If damage to any common area is caused by a Unit Owner, their family members, their guests, invitees or tenant, the Unit Owner will be responsible for the cost of all necessary repairs and will be referred to the Compliance Committee to consider fines or suspension of privileges or other remedies available under the Compliance Committee rules. Owners and contractors are expressly prohibited from driving on lawns for any reason. Owners and/or contractors will be responsible for the cost to repair damage done to sprinkler heads, pipes, underground or above ground utilities, grass and other landscaping if they violate this rule.

1-4. Nuisances: Nothing shall be done which may create an unreasonable annoyance or a nuisance to any other Unit Owner or which interferes with the peaceful possession or proper use of the Units or surrounding areas. Nothing shall be done within the Association property or Unit which tends to cause embarrassment, discomfort or unreasonable annoyance to any Unit Owner or family members, guests, invitees, and/or tenants using any portion of the Community. Vehicles must be equipped with appropriate noise-muffling equipment so that operation of same does not create an unreasonable annoyance to Residents.

1-5. Violations: Violations of any Rule or Regulation shall subject the responsible Unit Owner and/or violator to any and all remedies available to the Association pursuant to the Declaration and Covenants of The Pines of Delray North (the "Declarations) the By-Laws, the Articles of Incorporation, the Rules and Regulations of the Association and Chapter 718 of the Florida Statutes which addresses Condominium Associations. All violations of any of the Rules and Regulations should be reported immediately to the Property Manager or other designee. Disagreements concerning violations or non-compliance shall be presented to and be ruled upon by the Compliance Committee, the Board of Directors, or its Agents in accordance with the Compliance Committee Procedures and in accordance with the Declaration of Covenants.

1-6. Enforcement: Failure to enforce a violation in the past does not condone or allow a violation to continue. Failure of a Unit Owner to comply with the

Governing Documents or any Rule or Regulation adopted by the Association shall be grounds for action which may include a demand to correct the violation, the imposition of a fine and legal action consistent with Florida law if the violation is not abated or cured.

1-7. Revocation: Any temporary tolerance of a violation of the Governing Document or Rules or Regulations which may be granted to accommodate unique circumstances or to provide a Unit Owner time to cure a violation shall be revocable by the Board at any time and shall not be considered a waiver, consent or approval of the violation.

1-8. Conduct: No person shall engage in loud and boisterous or other disorderly, profane or indecent conduct on any portion of the condominium property including, without limitations, inside any dwelling units or in any common areas.

1-9. Storage of Personal Property: The personal property of the Unit Owner shall be stored within his unit. In no event shall such personal property be stored or left within or upon other portions of the common elements or public areas, including but not limited to under stair wells, meter rooms, walkways, etc. No storage lockers of any kind are permitted in these areas. The only exception to this rule is that bicycles, barbecue grills, propane tanks, and outdoor bistro-size tables (no larger than 20 inches in diameter) and chairs are permitted in the area under the stair wells. In the event of a hurricane, these permitted items must be removed from the area. Propane tanks are **never** to be stored inside a unit. In the event of a hurricane, propane tanks must be properly secured to prevent their becoming windborne. Unit Owners shall not permit or allow anything to be done or kept in their condominium unit which will increase the insurance rates of the Association.

1-10. Deliveries: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any items delivered to residents. There will be no deliveries permitted before 8:00 AM or after 7:00 PM. There will be no deliveries permitted on Sunday or Holidays, except in an emergency. USPS, FedEX and UPS Express Mail letters only, are exceptions to this rule. Gatehouse is not permitted to accept letters or packages for Unit Owners, nor can items be left with the gatehouse for pickup by another person.

1-11. Right to Enter: The Association must retain duplicate key(s) to all Units. Whenever any lock is changed, the Association must be supplied with a new key. Failure to provide key(s) may result in damage to doors, frames, units or adjacent units if forced entry is required due to an emergency. In such event, cost of repairing said damage will be the owner's expense. The Association will not provide keys or give authorization for entry to any person other than an owner. This includes realtors, contractors, repairman, lessees, guests, etc. Providing entry into Units for contractors, repairmen, etc. is strictly the responsibility of the individual Unit Owner or Resident. The Association reserves the right to inspect a Unit, providing ample notice has been given.

1-12. Roof: No person shall be permitted upon the roof of any building without the prior approval of the Management Office. No objects may be placed on any roof at any time, for any reason.

1-13. Management Company and Staff: No member of the staff shall be called upon to do any interior maintenance of units or conduct any personal business for Unit Owners, Lessees or guests on Association time. No Unit Owner or Resident shall direct, supervise, harass, debase or in any manner attempt to assert control over the employees of the Association. This includes any person or persons hired by the Association to do work on the premises.

1-14. Emergency Services: Anyone locked out of his or her Unit may call the Association office during working hours to obtain their duplicate key. In the event of a lockout after hours, the services of a locksmith will need to be employed. Unit Owners might consider leaving a key with a neighbor to assist with lockouts. Condominium operation problems that occur after working hours, weekends or holidays can be reported by calling the Association Office (561-278-1212) and follow the prompts. **ALL OTHER EMERGENCIES CALL 911.**

SECTION 2
GENERAL MAINTENANCE AND APPEARANCE OF UNITS

General: Each Unit Owner shall keep and maintain the Dwelling Unit in good order, condition and repair and shall perform promptly all maintenance and repair work on his/her Unit as needed, including but not limited to all plumbing (water heater, a/c lines, toilets/tubs etc.) and electric.

2-1. Window Décor and Screens: Window treatments (draperies, blinds, decorative panels and other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets, tarps or other temporary window coverings are permitted except for a period not to exceed two weeks after a renovation is completed or when permanent window coverings are being cleaned or repaired. Screens on windows shall be maintained in good repair. Loose, torn or missing screens must be replaced or repaired.

2-2. Air Drying: No linens, clothes, rugs, mops, laundry, beach/pool towels or other articles shall be hung, dried or aired from any window, balcony, wall, shrub or fence in any way as to be visible to any other Unit Owner.

2-3. Signs: No sign of any kind (for sale, for rent, open house, garage sale etc,) shall be displayed in public view on any Unit or Common Area. The overnight display of any sign attached to or part of any automobile or truck is prohibited. Political candidate or issue signs are prohibited. An exception would be for a security company decal placed in the window of the Unit.

2-4. Temporary Buildings, Storage Sheds, Tanks, Shacks: No tent, trailer, storage shed, temporary building, above ground storage tank, accessory building

or other temporary structure shall be placed or erected on any building, Unit, or common area. Temporary storage due to any emergency requires Board approval.

2-5. Addresses and House Numbering: If replacing the address numbers on the Unit, the new numbers must be consistent with the existing style within the neighborhood.

2-6. Holiday lighting and displays: Exterior Christmas and Hanukkah displays may be installed at Thanksgiving and are required to be removed by the second weekend following the holiday. Other exterior seasonal or holiday displays may be installed 2 weeks prior to the holiday and must be removed by the second weekend following the holiday. Exterior Holiday lighting or decorations should only be installed on a Unit Owner's own unit and should not be installed on the hedges, railings, or roof eaves of the entire building unless all occupants of that building agree to have these lights or decorations installed. These too can be installed two weeks prior to the Holiday and must be removed by the second weekend following the holiday.

2-7. Display of Flags: Properly displayed United States Flags are permitted. Flags of other countries are permitted. Seasonal flags, banners, sports team flags or banners or logos and other symbols are not permitted.

2-8. Portable Air Conditioning Units: Portable or wall/window air conditioning units that extend beyond the exterior of the unit are not permitted on any portion of the building.

2-9. Porch and/or Patio Structures and Elevators: Erecting porch, patio structures, patio block areas or elevators for a unit requires formal application to the Architectural Control Committee for review and approval. No construction of a porch and/or patio structure or patio block areas or elevator should begin without the express written approval of the Architectural Control Committee. Such structures must be in full compliance with the guidelines available in the Management Office. Failure to obtain written approval of the Architectural Control Committee may result in the removal of the structure and substantial fines. Second floor remnants of porches which have been damaged in a hurricane, including floors, cannot be used for storage or any outdoor use. Access doors to these Second Floor Remnants must be sealed to prevent access to these areas for safety reasons. Unit Owners of first floor porches are responsible for keeping their porch roof mold/mildew free. Gutters on porches are the responsibility of Unit Owners.

2-10. Garage Sales: Garage Sales or yard sales are not permitted within the community.

2-11. Antennas and Wiring: Satellite dishes are permitted with approval of the Architectural Control Committee only. No antennas, aerials or wiring may be

placed or installed on the exterior of the building or unit without the written approval of the Architectural Control Committee.

2-12. Flammable Materials: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including without limitations, any unit storage area or common areas, except as required for normal household use. The exception is made for propane operated grills which may be stored in the under-stair area. Propane tanks must be securely tied down in that area in the event of a hurricane.

2-13. Pest Control: Each Unit Owner is responsible for pest and/or rodent control within their unit.

2-14. Plumbing and Electric: Toilets and other plumbing shall not be used for any purpose other than for those for which they were intended. Any sweepings, rags, sanitary napkins, kitty litter or any foreign substances shall not be placed therein. Grease should not be poured down the drain. Electrical outlets should not be overburdened. Total cost of all maintenance, repairs or replacements connected with any misuse or plumbing and/or electrical installations shall be the responsibility of and paid for by the Unit Owner.

2-15. Flooring: All floor covering, other than carpeting with padding, which is installed inside a second-floor unit requires soundproofing of one-quarter inch (1/4") cork or Architectural Control Committee approved alternate soundproofing beneath the flooring. The Property Manager or designee must inspect the soundproofing material prior to the installation of the final material or covering. All debris from the installation must be hauled away by the installer.

2-16. Grills: Residents are permitted to own grills within the community. When in use, grills must be a minimum of ten feet away from any building or structure. When not in use, grills may be stored under the stairwell. A propane tank must not be stored within a unit. It must be stored under the stairwell and must be securely tied down when a hurricane is expected.

SECTION 3
LANDSCAPING

3-1. No plantings, including trees, shrubs or hedges are permitted to be planted by any Unit Owner outside of their unit and/or on a common area. A potted plant may be placed in the area immediately adjacent to the front entry door of 1st floor units but are not permitted on the 2nd floor catwalks for safety reasons

SECTION 4
PARKING AND VEHICULAR RESTRICTIONS

4-1. Parking Permits: All vehicles parked on the premises must display either a numbered parking permit (available in the office) or a guest pass. Vendor's vehicles must be identified by permanent display of the company name or a Visitor Vendor Magnetic Sign (obtained in the gate house). Vehicles which do not display one of these options will be towed from the premises at the owner's expense.

4-2. Assigned Parking Spaces: Each unit is assigned a numbered parking space. There are numerous Guest Parking Spaces around the property. If a Unit Owner has a second vehicle, a guest space may be utilized to park the additional vehicle on a first come-first served basis.

4-3. Head in Parking: All vehicles must park "head-in" only. Backing in to a parking Space is not permitted, nor is parallel parking along the curb or grass.

4-4. Guest Parking: No vehicle shall be left in a guest parking space for more than seven (7) days without being moved. If there is a need for a vehicle to be in a guest space without being moved for more than seven (7) days it should be parked in the South Overflow Parking lot, with permission of the Management Office. If a Unit Owner has contractors on site, or is hosting an event or party and the number of cars and/or trucks exceeds the capacity of the allotted spaces, short term parking is permitted in the South Overflow Parking Lot. Residents are responsible for notifying their guests or contractors of this rule and assuring that this rule is being followed.

4-5. No Blocking of Ingress or Egress: No vehicle shall be parked or allowed to remain positioned in a manner that impedes street traffic, ingress and egress to another Unit Owner's Space, or obstructs access to any mailbox or any emergency vehicle. A vehicle that is parked in a manner that obstructs ingress, egress, or access to a mail box or emergency vehicle is subject to being towed at the sole expense of the owner of the vehicle and the Unit Owner may also be subject to a fine or other remedies available to the Association. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise ,nor be guilty of any criminal act, by reason of such towing.

4-6. Lawn or street parking: There is no parking on lawns or on the roadways at any time. Parking is permitted only in marked parking spaces.

4-7. Speed Limit: Speed limit is 15 MPH throughout all streets in the community.

4-8. Permitted Vehicles: Automobiles, pick-up trucks, vans, motorcycles and golf carts, constructed as private passenger vehicles may be parked within the property overnight. However, no vehicle shall be parked outside of a unit overnight if commercial lettering or signage is painted on or affixed to the vehicle

or if commercial equipment is placed upon the vehicle. Recreational vehicles, and campers may be parked in the South Overflow Parking Lot with permission of the Managing Office. Parking of recreational vehicles on the roadways and/or in the Club House parking lot is prohibited at all times. Boats and boat trailers are not permitted to be stored on the property.

4-9. Golf Carts: Golf carts are permitted but must be registered with the Management Office prior to being operated within the community. A golf cart may be operated within the community only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake light, turn signals and a windshield. A golf cart must be equipped with efficient brakes, reliable steering equipment, safe tires, a rearview mirror and red reflecting devices on both the front and rear of the vehicle. Parking permit required.

4-10. Operating Condition of Vehicles: All vehicles shall be kept in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emission, appearance or otherwise.

4-11. Vehicles Repairs and Cleaning: No Unit Owner shall conduct repairs on a vehicle (except in the case of an emergency) nor wash their vehicle outside of their unit or building. No Unit owner shall perform restorations, repairs, or washing of any vehicle within the community unless done so in the South Overflow Parking Lot, which has a hose connection for this purpose.

4-12. Vehicle Covers: Vehicle and/or car covers are permitted with the following restrictions:

- It must be approved by the management office prior to use.
- It must be formfitting and not a plastic material or a tarpaulin.
- It should be of a neutral color.
- The license plate of the vehicle must be exposed.
- The vehicle must be parked in the residents assigned parking space.
- Each residential unit will be allowed one car cover.

4-13. Prohibited Vehicles: Non-licensed, non-registered vehicles are not permitted.

SECTION 5
ANIMALS AND PETS

5-1. No Pet Rule: The Pines of Delray North is a “no pet” community. However, by Federal and State law certain animals must be permitted to reside here, namely service dogs, and those designated as emotional/therapy animals. There is a small population of animals which are residing here that have been “grandfathered” in. However, when the “grandfathered’ animal dies the Resident is not permitted to replace the animal. Service Animals are defined as dogs which have been trained to work or perform tasks for an individual with a disability. Emotional/Therapy pets are those who are owned by a person whose physician has stated the pet is necessary for the treatment of his/her patient.

5-2. Pet Registration: Grandfathered and emotional/therapy animals must be registered with the Management Office, provide required documentation and pay a fee as spelled out in the Pet Registration Procedures available in the Management Office. Ownership of an unregistered animal will result in a fine until the animal is properly registered.

5-3. Pet Ownership Limitation: Emotional/Therapy Pets are limited to one per Unit.

5-4. Animal Control Ordinance: Palm Beach County Animal and Control Ordinance 98-22 applies to all of the Pines of Delray North Unit Owners, their families, tenants, contractors and other persons on the Unit Owners property.

5-5. Pet Access: All pets, whether grandfathered, service animal or emotional/therapy animal must be on a leash at all times when outside of the Unit. No pets are permitted on the main road. With the exception of Service Animals, no pets are permitted in any building on the grounds, or in or around any recreational facility, i.e. tennis court, bocce court, pool, etc.

5-6. Responsibility for Property Damage: Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Unit Owner who owns a pet agrees to indemnify the Association, the Board of Directors and Property Management Company and shall hold the Association, Board of Directors and Property Management Company harmless against any loss or liability of any kind arising from or growing out of the Unit Owner having a pet in the community.

5-7. Pet Feces: All feces deposited by a pet on any portion of the community shall be immediately removed by the Pet Owner and disposed of in a proper container in the pet owner's unit or dumpster.

5-8. No Unattended Pets: Pets shall not be left unattended outside of a unit or building. No pet shall be kept tied up to any portion of the common elements.

5-9. Pet Nuisances: No owner shall allow their pet be a nuisance to their surrounding neighbors. Excessive barking must be controlled by the owner.

5-10. Visitor Pets: Other than service animals specifically trained to aid a person with a disability or emotional therapy animals, guests, invitees, and visitors are prohibited from bringing an animal on to Association property.

SECTION 6
USE OF LAKES, LAKEFRONT LOTS AND BOAT DOCKS

6-1. Fishing is allowed: Unit Owners or their family members, guests, invitees and tenants of the Unit Owners are permitted to engage in "catch and release" fishing

in the lakes. All persons fishing in The Pines of Delray North lakes or canals do so at their own risk.

6-2. Boats, Watercraft and Storage: The use of motorized boats including rowboats, canoes, kayaks, paddle boats and other watercraft is permitted in Rainberry Lake only. Watercrafts may not be stored on the lake bank. Watercrafts must be stored outside of the community unless otherwise permitted by the Property Manager or Board of Directors.

Watercraft for use outside of the community including but not limited to motor boats and wave runners and trailers for such craft shall not be stored on the lake banks, easements or any part of the community or common area.

6-3. Littoral Plantings Protected: Littoral plantings are the plantings at the water's edge. No removal or damage shall be caused to any littoral or wetlands plantings. Fishing in littoral plants or conservation areas is prohibited.

6-4. Grass Only on Lake Banks: No plantings other than lawn grass are permitted on the lake banks or canal walls. No items may be placed or stored on the lake bank. Fences, potted plants, landscaping and other items are prohibited.

6-5. Boat Docks: Prior to construction of a dock, Unit Owner must have a licensed Contractor obtain a permit from the Delray Beach Planning and Zoning Department (561) 243-7040 or (561) 243 7041 and an environmental impact service permit from the Florida Department of Environmental Protection (561)681-6646. Submit all documents to the Architectural Committee for approval and location of dock.

1) All docks must have a surface area of at least 100 sq. ft 10 x 10 with a ramp extending 4 ft x 5 ft. All docks must have a ladder into the water.
2) The two outside posts must have solar lamps attached.
3) All maintenance and repair of the dock is the responsibility of the Owner.
4) Boats are to be **NO LONGER** than 19 feet in length as of 1/1/2012.

If a condo is sold or vacated, all rights to the dock revert to the Pines of Delray North Condo Association. First right of refusal will be offered to the subsequent Owner who must request permission to use the dock within 60 days of taking possession of the condo unit. The owner of the dock or the subsequent Unit Owner who is granted permission to use the dock assumes the responsibility for the maintenance and repair of the dock as necessary.

Poles in the water are not considered docks. The Unit Owner must remove the Poles from the water or build a complete dock within 6 months of being given Notice.

The Association will recognize a signed contract of sale as a valid transaction transferring ownership of a dock between two existing Unit Owners in the same waterfront building.

The lake gate is inoperative between the hours of ll:00 PM and 6:00 AM. Contact the office to purchase a gate key.

SECTION 7
GUESTS, LEASING AND OWNERSHIP OF HOMES

7-1. Right to Lease: Unit Owners who purchased their units prior to 12/15/15 may lease their units. Units purchased after that date or acquired through inheritance or any other legal means, may not be leased in the first two years of ownership. After a Unit Owner has owned their Unit for a period of two years they may lease their unit subject to the provisions of the Declaration, By-laws, Articles of Incorporation and the Rules and Regulations of the Pines of Delray North Association, Inc.

All leases must be in compliance with the Documents of the Association. No Owner may lease their home nor may a lessee reside in the home without the prior approval of the Association. No portion or a room of a unit may be rented. A home must be rented in its entirety.

7-2. Covenants and Rules apply to tenants: All leases shall provide that the right of a tenant to use and occupy the Unit and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration, By-Laws, Articles of Incorporation and the Rules and Regulations of The Pines of Delray North Association, Inc.

7-3. Guest Occupancy: Guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to residents of the community. All guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits and rules and regulations. The Board of Directors reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any guest who violates the foregoing requirements. A guest is defined as any individual who resides in a unit for a period of 21 days or less within a 12-month period. Anyone staying longer than 21 days is deemed a resident and must be screened and approved by the Board. An owner or someone over 55 years of age must be present when guests utilize the unit. All leases shall provide for a minimum lease of term of four (4) months. No Lease shall provide for an early lease termination which would reduce a lease term to a period of less than four (4) months except in the event of a default by the tenant. A unit may not be leased in excess of two times in any period of sixteen consecutive months.

7-4. Application and Approval: All owners, occupants, tenants, or the like, (whether by purchase or inheritance) must be screened, personally interviewed and approved before occupancy is permitted. This can include, but is not limited to, criminal history and credit check. An application and processing fee which will be determined by the Board at its discretion will apply. Before a prospective unit owner can close on their unit, they must first receive a Certificate of Approval from the Association. Before leasing, the unit owner shall provide a copy or all leases, a completed lease application and corresponding fees to the Association and register the names and addresses of the tenant. All lessees and occupants will be interviewed in person or by telephone by the Screening Committee and approved by the Committee and/or Board of Directors before occupancy is permitted.

7-5. Past Due Accounts: All past due assessments on an Owner's Unit including special assessments, late fees, fines and or legal fees due the Association must be paid before approval for the Lease Agreement is given.

7-6. LEASE TERM: Term of lease cannot exceed twelve months.

7-7. AUTOMATIC RENEWAL: No lease may be renewed or extended automatically. A new Rental Agreement must be submitted to the Association 30 days prior to the lease expiration date.

7-8. LEASE EXTENSION: No lease may be extended (i.e. month-to-month) beyond the original term.

7-9. JOINT RESPONSIBILITY: The Unit Owner of a leased unit shall be jointly and severally liable with the Unit Owner's tenant for compliance with the Association's Documents and Rules and Regulations and to the Association to pay any assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whose actions the unit Owner is responsible.

7-10. OCCUPANCY LIMIT: No more than four people may reside in a unit.

SECTION 8
TRASH AND OTHER MATERIALS

8-1. Rubbish and Trash: No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted in any unit or on Association property except in sanitary, closed containers. All trash shall be deposited into the provided dumpsters. Trash placed in the dumpsters should be bagged and tied prior to disposal. If a dumpster is filled to capacity, owners should place their trash in an alternate dumpster so as to avoid causing an over-flow. No bulk items (furniture, appliances, etc.) shall be placed inside or around a dumpster. If a bulk item is in

need of disposal, Unit Owners are required to call the office for the phone number for bulk pick-up. If a unit owner is found to have placed a bulk item at the dumpster without consent, a removal and clean-up fee may be levied to the offender.

8-2. Recycling Containers: All recycling should be placed in the provided recycling containers. Recycling items (cardboard, newspapers, bottles, cans) should not be placed in the dumpsters. Boxes should be broken down before being placed in the regular yellow dumpster and all shredded paper should be disposed of in a tied trash bag before being placed in the yellow container. No loose shredded material is permitted in the recycling containers.

8-3. No Odors: Each unit owner or resident is responsible for maintaining trash containers so odors or leaks do not cause a nuisance to any other Unit or impact Association property.

8-4. Contractor Debris: All contractors must haul away their debris. No debris, either contractor's debris or owner's debris should be disposed of in the dumpster or placed on the North Access Road. Owners are responsible for informing contractors of this rule and its enforcement. Failure to comply may result in a fine.

SECTION 9
HURRICANE PREPAREDNESS

9-1. Hurricane Preparedness: Each Unit Owner is responsible for preparing their unit if a tropical storm or hurricane watch or warning (a storm event) is declared for the area. Unit Owners are required to remove all furniture, potted plants, planters, and any moveable objects, if any, from the outside of their unit upon issuance of such a tropical storm or hurricane warning. Under no circumstances, should debris or trash be piled on association property when any type of storm watch or warning has been declared.

9-2. Absent for Hurricane Season: Each Unit Owner who plans to be absent from the dwelling during hurricane season, or during a specific storm event, for more than two weeks, shall prepare the dwelling prior to departure by removing all moveable objects from outside the unit. The unit owner shall also designate a responsible person to care for their dwelling during their absence.

9-3. Hurricane Shutters: Shutters may be closed if a unit owner will be vacating their unit for an extended period of time. If a Unit Owner is away and did not close their shutters prior to their departure, the association will close the shutters at the discretion of the Board of Directors**.**

9-4. Hurricane Cleanup: The association shall be responsible for clean-up of common areas and other association property. Every effort will be made to clear

roads for ingress and egress as soon as possible after the storm. Please do not drive off the road surfaces as this will cause further damage.

9-5. Clubhouse and Amenity Use: Once the clubhouse shutters are closed, the clubhouse Tennis courts and all recreational amenities will be closed to resident use. Board of Directors may decide on proper use of the clubhouses for emergency use.

Further suggestions for hurricane preparedness are distributed by the Association and are available in the Management Office.

SECTION 10
COMMUNITY ACCESS

10-1. Resident Access: All Residents are required to purchase a transponder device which will allow them to enter the property through the Resident lane at the entrance. This is the easiest and quickest way for Residents to enter the property while also making the Guest lane traffic flow more quickly and conveniently.

10-2. Guest Access: Everyone seeking access through the Guest Lane must show a picture ID. Prior to guest's arrival, the resident calls the automated system, enters their PIN number and the name of the guest they are expecting. Guest shows their driver's license, Guard checks the system and upon finding the name in the system, the guest is admitted. PIN numbers are available through the Management Office. If a guest has not been called in to the automated system the Guard will call the resident to clear the guest for admittance. If the resident is not available to answer the phone to clear the guest, admittance will be denied. The most convenient method for all guests is to call them in to the automated system. This applies to Vendors as well.

10-3. Private Party Guest List: Residents who are hosting a party/event with multiple guests must provide the Gate House with an alphabetical list of all expected guests at least one hour prior to the expected arrival. This will eliminate the need to call each one in.

10-4. Construction, Contractor and Delivery Access: Access for construction workers, contractors, service workers and deliveries is limited to the hours of 8:00 am to 7:00 pm. Monday through Saturday, No construction, maintenance, service worker or delivery access is permitted on Sunday or a legal holiday. In an emergency situation, management office should be contacted for emergency admittance. Commercial vehicles must have a company name on the vehicle. If no identification is on the vehicle, the Gate Attendant will place a magnetized strip on the vehicle identifying it as a visiting service worker.

SECTION 11
TENNIS COURTS, PICKLEBALL COURTS, BOCCE COURTS & SHUFFLEBOARD COURTS

11-1. The courts are community property owned by all of the Unit Owners. Proper etiquette and sportsmanship on the part of the players is required for everyone's enjoyment on or near the courts. All residents and guests must follow court rules. Unit Owners are responsible for the actions of their guests.

11-2. Gates must be closed after entering and leaving the courts.

11-3. Only the sport that each court is designated for may be played on the courts. No other activities are permitted. No bicycling, skateboarding, roller-skating, scooters, mopeds or other riding is permitted on the courts.

11-4. Courts are available on a first-come, first served basis, unless otherwise scheduled for by Clubs. If all courts are occupied, play must be limited as follows: singles play – 1 hour, doubles play – 1 ½ hour. Residents always have priority of use over guests.

11-5. If guests are under 16 years of age, adult supervision is required.

11-6. Proper attire is required. Tops must be worn at all times. No bathing attire. Proper tennis shoes must be worn by all players at all times. No street shoes or flip flops are permitted.

11-7. Pets are not permitted within the court complex at any time. Service Animals will be permitted as required by law.

11-8. Loud, abusive language or disorderly conduct is not allowed. This behavior may result in the offender being asked to leave or be suspended from court use.

11-9. No smoking within the court complex.

11-10. All play is at your own risk. The Pines of Delray North Association, Board of Directors or Management Company assumes no responsibility for any accident or injury in connection with the use of the courts or any damage to personal property.

11-11. Scheduled team matches have precedence over open play. The Association may conduct Club Events, Exhibitions or Clinics which also have precedence over open play.

11-12. All litter must be placed in receptacles provided. No glass containers are permitted in the court area. All belongings must be removed from the courts when play is complete.

11-13. No illegal activity or defacing of property is permitted. Resident will be responsible for the cost of repairs due to vandalism or inappropriate conduct. Unit Owners will be responsible for damage by their tenant or guest

11-14. No lifting or sitting on the tennis nets is permitted.

SECTION 12
FITNESS CENTER, GAME ROOM, SAUNA

12-1. The Fitness Center hours of operation are 7:00 AM to 11:00 PM.

12-2. Proper attire is required, including athletic shoes and clothing. Tops and/or shirts must be worn at all times. No bare feet, flip flops or sandals are permitted when using the exercise equipment.

12-3. No food or beverages are permitted in the fitness center, except for bottled water. Place trash or debris in the receptacles provided.

12-4. Use of Pool Tables – 18 years or older.

12-5. Use of Exercise Equipment – 16 years or older

12-6. Individuals using exercise, game and sauna equipment shall assume all risk of injury from the use of the equipment. Use all equipment according to instructions.

12-7. Do not drop free-weight equipment from any height. Lower them to the floor. Return free weights to their proper storage location. Weights or equipment must not be removed from the exercise room.

12-8. Wipe down machines, especially handles and cushions after using a machine with the provided wipes or a towel.

12-9. Report any broken or malfunctioning equipment to the Office in the South Club House.

12-10. There is a 30-minute time limit on the machines when there are others waiting to use them.

12-11. No Smoking, alcohol or drugs are permitted in the fitness center. Glass containers are prohibited.

12-12. No Pets, except Service Animals, permitted in the Fitness Center.

12-13. Use of radios, tapes, CD's, iPods, digital players, etc, without the use of headphones is prohibited. TV must be played at a moderate volume.

12-14. Cell phone use is prohibited in the fitness center, except in an emergency.

12-15. Residents will be held responsible for the cost of repair or replacement of any equipment or property damaged by themselves, their tenant or their guests.

12-16. No skateboards, roller skates or roller blades are permitted in the fitness center.

12-17. Sitting or leaning on the pool tables or ping pong tables is prohibited.

12-18. Ping Pong/Pool play time is limited to 1 hour if others are waiting.

12-19. All equipment must be returned to its proper location when play is finished.

SECTION 13
POOL AREA

13-1. Pool area is for the exclusive use of unit owners, their tenants and guests. No parties or organizational gatherings are permitted at the pool without prior authorization from the Board of Directors. Maximum number of people permitted in the pool is thirty-three (33). Everyone must shower prior to using the pool.

13-2. Hours of Use: 7:00 AM to 11:00 PM. No lifeguard is on duty. Use of the pool facilities is at the Swimmers own risk.

13-3. Children under 16 years of age must be accompanied by an adult.

13-4. Anyone who is not toilet trained or has bowel issues must wear a swim diaper. If anyone using the pool defecates or urinates in the pool causing fecal or urine contamination, the Unit Owner shall be responsible for all costs incurred in the clean-up of the contaminated pool. The clean-up will be in accordance with the health code law and requirements of Palm Beach County and the State of Florida at the expense of the Unit Owner.

13-5. Glass containers and drinking glasses are not permitted on the pool deck. No food or drink is permitted within 10 feet of the water, except for special events which are authorized by the Board of Directors.

13-6. All swimmers must wear proper swimwear. No cut-offs or jeans permitted.

13-7. Pets are not permitted in the pool area, with the exception of Service Animals.

13-8. No bicycles, skateboards.

13-9. It is required that the pool furniture be covered by a towel when in use, to prevent sun tan oils from staining the furniture. Furniture may not be removed from the pool area. Any furniture that is moved around the pool area must be returned to

its original position. All umbrellas must be closed after each use to prevent wind damage.

13-10. No diving, running, ball playing, noisy or hazardous activity is permitted. Pushing, dunking, dangerous games and horseplay are not permitted. No rafts, beach balls, rings or flippers are allowed. Water wings are permitted. Scuba and snorkeling equipment, other than a mask, are not permitted, except as part of an organized course of instruction as authorized by the Board of Directors.

13-11. No radios are permitted unless used with headphones or ear buds.

13-12. No alcoholic beverages are permitted in the pool area, except at events authorized by the Board of Directors.

13-13. Pool gate must be kept closed.

13-14. Nude bathing and/or female topless bathing is prohibited.

13-15. No footwear or personal property may be left by or in front of the pool stairs or pool ladder.

13-16. The Barbecue Area at the at the rear of the South Pool Area/ Clubhouse is to be used on a first come-first served basis, providing no Association Club events are scheduled. All persons using the barbecue do so at their own risk. The barbecue must be cleaned by the person using it after each use. Propane is provided by the Association. Unit Owners, tenants or their guests are not permitted to change or remove the tanks.

SECTION 14
CLUB HOUSES

14-1. Private Parties: Club Houses are for the exclusive use of Residents and their accompanied guests. Residents may host a private party in the Club House with special permission of the Board of Directors or its designee, however, various sanctioned community Clubs have first preference for the use of the Club Houses.

14-2. Fees and Security Deposit for the use of the Club House will be determined by the Board of Directors. Residents are responsible for leaving the area in an undamaged and clean condition. Security deposit will be returned after the Property Manager has made an inspection and determined that the area has been returned to its original condition.

14-3. Party Decorations: All temporary decorations must be removed at the end of the event. Decorations cannot remain in place overnight so as not to interfere with another scheduled event. When a party reservation is made a detailed Usage Form will be given to the resident to insure proper use of the rooms.

14-4. Number of guests is limited to 80. Hours of use: No later than 10:00 PM.

14-5. Club Houses cannot be used for religious services or purposes. However, a breakfast, dinner, party on a particular religious day, such as Christmas, Hanukkah, wedding celebration, etc. is not construed as a religious service or purpose.

14-6. Commercial Activity: Commercial activity in the Club House, fitness room, exercise room and common property is prohibited except where expressly approved by the Board of Directors or its designated representative.

14-7. Alcoholic Beverages: Sale of alcoholic beverages is prohibited in the club house.

14-8. Conduct & Behavior: No person is permitted to behave in an unruly or offensive manner or in a manner that is dangerous to another person or which can cause damage to the property. Such behavior will be cause for removal from the premises.

14-9. Proper Attire: Wet bathing suits, are not permitted. Proper footwear and cover-ups are required when entering the club house.

14-10. Game Playing: Card games, board games, mahjongg etc. should be played in the main ballroom or in the area outside the Office.

14-11. Library: Game playing is not permitted in library. Committees may hold meetings in the library with special permission of the Board of Directors. Room must be returned to its original condition after the meeting.

14-12. Lockers: No lockers may be utilized overnight without special permission of the Board of Directors.

14-13. Signage: No signs of any kind may be posted in the Club House or within the community without approval by the Board of Directors or their designee.

14-14. Miscellaneous: No bicycles, roller skates, or the like are permitted in the Club House. Thermostats can only be adjusted by Management Staff. Removing furnishings or decorations from their original location is prohibited.

SECTION 15
COMPLIANCE WITH RULES AND REGULATIONS

15-1. When a unit owner is cited for a violation of the rules and regulations of the community, they will receive a letter advising them that they are in violation of a particular rule and given a specified amount of time to correct the situation.

15-2. After the allotted time has expired, an inspection will be made to determine if the situation has been corrected. If the problem remains uncorrected, a second letter will be sent granting the unit owner an additional five days to correct the situation, and advising them that the matter will be sent to the Board of Directors at the end of the five days if the matter is not corrected. At a duly authorized meeting, the Board of Directors will consider whether a fine or any other remedy should be applied. If the Board of Directors decides to levy a fine, the matter will be sent to the Compliance Committee for a final decision. Unit Owner will be advised that they may request a hearing before the Compliance Committee to discuss the situation and present any facts which they feel are applicable. They will also be advised of the amount of any fine which may be levied if the Compliance Committee determines that the violation did occur and remained uncorrected.

15-3. If the fine or suspension is approved by the Compliance Committee, a fourth letter will be sent to the Unit Owner advising them of that decision. The letter will include the date, time and location where the hearing took place, the amount of the fine and the due date of the fine (10 days from the date of the letter) and reference the section of the Rules and Regulations which was violated.

I/WE _____, HAVE READ AND UNDERSTAND THE RULES & REGULATIONS OF THE PINES OF DELRAY NORTH ASSOCIATION, INC., I/WE AGREE TO ABIDE BY THE RULES OF THE COMMUNITY AND **HAVE RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS.**

_____ _____

(SIGNATURE OF APPLICANT) **(SIGNATURE OF APPLICANT)**

DATED: _____