CASTLE GROUP

Unparalleled Property Services

SUNSET FALLS REGISTRATION PACKAGE

THE FULLY COMPLETED REGISTRATION PACKAGE MUST BE SUBMITTED TO THE MANAGEMENT OFFICE PRIOR MOVING INTO THE COMMUNITY. Please bring, mail or email all required documents to:

Sunset Falls HOA, Inc.
17634 SW 47th Street, Miramar, FL 33029
Jsolano@castlegroup.com

Package must include the following:

1. A legible copy of the Lease Agreement.
2. A legible copy of Government issued Identification for everyone over 18.
3. Leases Approval Criteria.
4. Gate Access form.
5. Pet registration form.
6. Tenant Barcode form.
7. Clubhouse Access Form.
8. A current legible copy of each vehicle's registration and driver's license.
9. Acknowledgment of Awareness of Homeowners' Association Regulations signed by homeowner or prospective tenant.

*** All residents must comply with Association rules, regulations, and Governing Documents. Homeowners Association Documents are available at the Sunset Falls website.**

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Unparalleled Property Services

LEASES APPROVAL CRITERIA

1. No portion of a Home, other than an entire Home, shall be rented by the Owner. No Home, or other portion thereof, shall be sub-let. No vacational renting is permitted.
2. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.
3. All leases shall provide for a minimum lease term of twelve months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than twelve months except in the event of a default by the tenant.
4. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay 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 whom the Owner is responsible.

Declaration of Covenants & Restrictions of Sunset Falls
Section 5, LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules, and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Sunset Falls Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.
Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct, and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

By my signature below, I verify I have read and understood the above and will abide by the Rules and Regulations of the Sunset Falls Homeowners Association.

Homeowner's Signature: _____ Signature: _____

Tenant's Signature: _____ Signature: _____

CASTLE GROUP

Unparalleled Property Services

GUARDHOUSE GATE ACCESS FORM

Property Address: _____

Names: _____ _____

LEASE AGREEMENT TERM Start Date: _____Expiration Date: _____

CONTACT INFORMATION

Phone : _____ **Phone:** _____

E-Mail Address: _____

PERMANENT RESIDENTS

Last Name	First Name	Status (owner, child, tenant, etc.)

AUTHORIZED VISITORS (if any)

Last Name	First Name	Company (If applicable)

Signature: _____ Signature: _____ Date: _____

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Unparalleled Property Services

PET REGISTRATION FORM

Please complete one form for each pet.

Name of Owner: _____ Address: _____

Breed of Pet: _____ Pet's Name: _____

Approximate weight of pet (full-grown) _____Lbs. Age: _____

Attached a color picture of your pet.

Please include a copy of your pet's current veterinary records showing proof of vaccines.

Complete policy regarding pets can be found on Section 6 of the Declaration and Rules & Regulations.

Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog". Pet owners are responsible for any property damage, personal injury, or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in the Community.

By my signature below, I verify I have read and understood the above and will abide by the Rules and Regulations of the Sunset Falls Homeowners Association.

Signature: _____ Signature: _____ Date: _____

I do not have a pet.

Signature: _____ Signature: _____ Date: _____

CASTLE GROUP

Unparalleled Property Services

BARCODE ACCESS CONTROL FOR TENANTS

Lease Agreement Term: Start Date _____ End Date _____

Property Address:	
Homeowner Name:	
Tenant Name:	Tenant Name:
Email:	Phone number:

Policy:

- Only residents listed on the lease agreement are eligible to obtain a barcode decal.
- Barcodes will be activated only for the term on the lease. Homeowner/Tenant are responsible to provide renewal document if necessary.
- Sunset Falls address must be on the license and vehicle registration within 30 days of getting a barcode.
- The barcode sticker will be installed by a representative of the management company.
- Barcodes are not transferable if the vehicle is changed you must purchase a new barcode and provide new registration.
- Cost of each barcode is $15.00 payable to Sunset Falls HOA, Inc. (Check or money order only)
- Please submitted legible copy of leasing agreement, driver's license, and vehicle registration for each vehicle.

Signature: _____ Date: _____

Signature: _____ Date: _____

CASTLE GROUP

Unparalleled Property Services

CLUBHOUSE ACCESS CARD

- A clubhouse card must be purchased to access the pool, gym, and restrooms.
- The cost for each card is $50.00 check or money order.
- Clubhouse cards are non-transferable and will be rendered inactive if used by unauthorized entities.
- Accounts 90 days past due in monies owed to Association may have key fob activation suspended.
- Failure to follow Association Rules and Regulations may have key fob rendered inactive.
- Photo ID showing the Sunset Falls address must be presented to Security and/or Management upon request when using amenities.
- Two Guests per household must be in attendance with resident when using amenities.

Hours of use:

Pool & Pool deck hours remain from Dawn to Dusk.

Fitness room is open Monday – Thursday 6:00 am – 10:00 pm, Friday – Sunday 7:00 am – 8:00 pm. **CLOSED FOR CLEANING FROM 9:00 - 9:30 AM EVERYDAY.**

Additional Rules and Regulations are attached.

By my signature below, I verify I have read and understood the above and will abide by the Rules and Regulations of the Sunset Falls Homeowners Association.

Name: _____ Signature: _____ Date: _____

CASTLE GROUP

Unparalleled Property Services

ACKNOWLEDGMENT OF AWARENESS OF HOMEOWNERS' ASSOCIATION REGULATIONS

Property owners and any occupants of homes within the Sunset Falls Homeowners Association are legally bound to comply with the Declaration. Fla. Stat. §720.305. In the event of non-compliance, the association, acting through the board, can bring an action against the non-compliant member to recover amounts owed to the association or to compel compliance by court order.

We understand that a copy of the rules and regulations will be provided to the homeowner/resident at time of orientation. The full set of Governing Documents are available at the Sunset Falls website www.sunsetfallshoa.net. They shall be read and followed accordingly.

I (we) hereby agree to abide by the Sunset Falls Declaration and Rules & Regulations.

_____	_____
Signature/Date	**Signature/Date**
_____	_____
Printed Name	**Printed Name**

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Sunset Falls.

1. Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom he is responsible, as well as for the actions of persons over whom he exercises control and supervision.

2. Observance of Governmental Requirements. All applicable laws, zoning ordinances, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

3. Improper Use. No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.

4. Nuisance. No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community.

5. Disturbance. No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

6. Violations. Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants, Restrictions and Easements for Sunset Falls (the "Declaration") or the Rules and Regulations. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board in accordance with the Declaration.

7. Enforcement. Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration.

8. Revocation. Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

9. No Amendment. The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

10. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to his Lot or the exterior of his Home without the prior written approval of the Architectural Control Committee ("ACC") and a security deposit in an amount determined by the Board to cover incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of improvements, additions, or alterations to such Owner's Lot or the exterior of the Home. All requests for ACC approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the ACC,

ARCHITECTURAL CONTROL COMMITTEE {"ACC"):

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (t
he
"Improvement") shall be reviewed by and have written approval given by the ACC. The ACC shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. Notwithstanding any criteria established, the ACC shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The ACC shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the ACC fails to approve or disapprove a request in writing within 45 days of receipt, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The ACC shall employ the following minimum criteria for approval or rejection of requests:

(i) Uniformity of type and design in relation to similar improvements.

(ii) Comparability of quality of materials as used in existing improvements.

(iii) Uniformity with respect to color, size and location.

(iv) Consistency with municipal requirements.

If approved by the ACC, ail construction shall be subject to the terms and conditions of the Declaration, the Rules and Regulations, and any Governmental Requirements, including obtaining all proper permits.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every of the following items:

1. Painting. The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements. Color schemes shall be selected from the approved colors available at the Management office. Revision 3/26/2020
2. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.

3. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
4. Antennae. No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Declaration, the Rules and Regulations and the ACC to the maximum extent permitted by law. Satellite dishes may be approved if reasonable in size (such as 18" diameter), location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.

5. Driveways. Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with brick pavers of a selection, color and style consistent with the original installation. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and textures are consistent with existing improvements, the Home Owner assumes the responsibility for continued maintenance and it does not interfere with any existing utilities, as determined by the Association. Declarant's original brick paver schemes provided to its original purchasers (on either an optional or standard basis) shall be the basis for determining consistency with existing improvements. Notwithstanding any approval by the Association for the widening of driveways must also be approved by the City of Miramar and all other applicable governmental agencies.

6. Awnings. An Owner shall not install any awnings attached to his Home.

7. Lighting Fixtures. Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.

8. Above Ground Swimming Pools. Above ground swimming pools shall not be permitted.

9. Fountains and Sculptures. Certain fountains may be considered for approval if installed with timers and if to scale with the area of installation. Approved fountains may be installed only in landscaped regions of the Lot originally created by Declarant. No exterior sculptures shall be permitted.

10. Exterior Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the ACC.

11. Play Equipment. Permanently installed play equipment may be approved which is of a common playground type designed for children. Removable play equipment, including trampolines, play houses and other removable equipment of a common playground type shall be permitted; however, an Owner shall be required to remove such equipment immediately upon the issuance of a hurricane watch or hurricane warning. No equipment shall be permitted within lake maintenance, utility, drainage or access easements, except basketball hoops in the driveway areas. Permanently installed basketball hoops shall not be permitted.

12. Conversions of Garages. Conversions of garages to air conditioned space shall not be permitted.

13. Mailboxes. Replacement of the mailboxes installed by Declarant must be submitted for approval. Any replacements must be in conformance to the mailboxes originally installed by Declarant for its original purchasers.

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

14. Security Deposit. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a Five Thousand Dollar ($5,000.00) security deposit to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested.

15. The Owner of a Lot subject to a Fence and Hedge Easement (as defined in the Declaration) shall be responsible for the maintenance, repair and replacement of the fence, trees and landscape hedge installed by Declarant, and such fence, trees and landscape hedge may not be removed or altered by Owner except only to replace dead or dying material with material of a similar size and species.

16. The Owner of a Lot subject to a Wall and Hedge Easement (as defined in the Declaration) shall be responsible for the maintenance of the exterior portion of the interior side of the wall, and the maintena nce, repair and replacement of the trees and landscape hedge installed by Declarant, and such wall, trees and landscape hedge may not be removed or altered by Owner except only to replace dead or dying material with material of a similar size and species.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS FOR OPEN PATIOS, SCREEN ENCLOSED PATIOS AND POOL DECKS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for open patios, screen enclosed patios and pool decks. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every screen enclosure installation:

1. Approval for screen enclosures shall be limited to bronze-colored, aluminum frame structures.

2. Approval for screen enclosures shall be limited to screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black).

3. Kick plates may be approved which are no taller than 24" above the patio and/or pool deck.

4. Obscure screen materials shall be prohibited.

5. No enclosures shall be permitted at the front entries.

6. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the ACC. The composition of all pitched roofs shall be of double roll hacienda cement roof tile.

7. Open patios, screen enclosed patios and pool decks must, at a minimum, maintain the following setbacks, assuming drainage easements and other easements do not exist and assuming that the enclosure is built with a screen roof rather than a solid roof:

Pools:

a.	Minimum decking behind pool	3’
b.	Rear yard setback from edge of pool water to property line - interior Lots	8'
c.	Rear yard setback from edge of pool water to water’s edge - Lake Lots	28'
d.	Side yard setback from edge of pool water to property line	10.5'

Screen Enclosures/Open Patios:

a.	Side yard setback from property line to screen enclosure/open patio - non-corner Lots	7.5'
b.	Side yard setback from property line to screen enclosure/open patio - corner Lots	20'
c.	Rear yard setback from property line to screen enclosure/open patio - interior Lots	5'
d.	Rear yard setback from property line to screen enclosure/open patio - Lake Lots	25'

8. No planting, landscaping and/or other Improvements whatsoever, including, without limitation, hedges, trees, pool decks, patios, screen enclosures, etc. shall be permitted within any Rear Yard Drainage Swale Easement (as defined in the Declaration) except as expressly permitted in the Declaration. Notwithstanding the foregoing, subject to approval from the Association, an Owner of a Non-Lake Lot shall have the right to seek approval from the Association for the installation of a fence across the Rear Yard Drainage Swale Easement to the rear property line of the Non-Lake Lot.

9. No planting, landscaping and/or other Improvements whatsoever, including, without limitation, hedges, trees, pool decks, patios, screen enclosures, etc. shall be permitted within any Rear Yard Landscape Easement (as defined in the Declaration) except only additional landscaping, subject to approval by the Association. Each Owner of a Lake Lot shall be responsible to maintain, repair and replace (with the same material), all trees and other landscaping installed in the Rear Yard Landscape Easement by Declarant, which trees and other landscaping may not be removed or altered except only to replace dead or dying material with replacement material of similar size and species.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every fence installation:

1. Only bronze-colored, aluminum rail fences shall be approved. Fence heights shall be 4' unless otherwise required by applicable governmental laws, statutes, ordinances, rules or regulations. However, if the fence serves as a pool barrier and applicable governmental requirements provide for a minimum height of the fence in excess of 4', then the height of the fence shall be the minimum height required by County requirements. The pickets shall not be spaced closer than 3n on center and shall be no thicker than 1".

2. No style of wood, PVC or chain link fence shall be approved.

3. No fence shall be approved or installed which encroaches into Association Property or other Lots.

4. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the homes and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's house. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent homes.

5. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction.

6. For fences installed on corner Lots whose rear property line is common with the adjacent Lots side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. For fences installed on comer Lots whose side property line is adjacent to a street or road, no fence shall be permitted to cross or be installed within any utility easement which runs along such side property.

7. No fence shall be approved which does not provide access to the Owner's neighbor for maintenance of the Neighbor's zero lot line wall and roof overhang, if applicable.
8. For Lake Lots, no fence or other Improvement shall be permitted within any Lake Maintenance Easement or Lake Maintenance Access Easement (as such terms are described in the Declaration).

9. For Lots with drainage easements, the approval from and execution of fence removal agreements with South Broward Drainage District and the Association may be required.

10. Any fence which crosses a utility easement may require approval in writing by all utility companies occupying the easement

11. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.

12. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

13. For any fence, if approved, the Owner shall be responsible to meet all City of Miramar requirements and criteria including, but not limited to, proper permitting and surveying.

14. For any fence which has a landscape hedge installed adjacent to fence, the Owner of the Lot in which the landscape hedge is installed shall maintain the landscape hedge to a height that does not exceed the height of the fence.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – GENERATORS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every installation of a Generator System on a Lot:

1. Location. No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, drainage easements, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge easements or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.

2. Applications: Submittals. All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the ACC and all other Owners, With the application for installation of a Generator System, the Owner shall be required to submit a survey to the ACC showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.

3. Screening. Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of fences, walls or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator.

4. Compliance with Governmental Requirements. For any Generator System approved by the ACC, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable set-back requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the ACC, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the ACC of such compliance with Governmental Requirements has been delivered to the ACC.

5. Underground Propane Tanks and Plumbing. A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.

6. Maintenance. All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.

7. Required Removals. For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

8. Limitations. Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable set back requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the ACC, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a generator System prior to making application to the ACC and/or applying for any necessary permits and approvals.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

MAINTENANCE AND APPEARANCE OF HOMES

1. General. Each Owner shall keep and maintain his Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.

2. Personal Property. The personal property of an Owner shall be stored inside his Home or garage and not be visible to surrounding neighbors or from Association Property.

3. Hurricane Season. Each Owner who plans to be absent from his Home during the hurricane season shall prepare his Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible person or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage.

4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the ACC as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane waning. An Owner shall remove any removable type of hurricane shutters attached to his Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on his Home during a hurricane watch or a hurricane warning and thereafter leaves his Home, that Owner must either: (a) immediately return to his Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from his Home; or (b) make arrangements for another individual to remove such hurricane shutters from his Home immediately after the hurricane watch or hurricane waning has been lifted. The installation of hurricane shutters, other than those provided by Declarant, shall require ACC approval.

5. Window Decor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.

6. Landscape Material. No trees, shrubbery or landscaping shall be removed from Lots without prior written consent of the ACC. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot or Association Property without the prior written consent of the ACC. All hedges shall follow the fence setbacks and height limits established for fences.

7. Alteration of Drainage. No sod, top soil, fill or muck shall be removed from or added to Lots without prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

8. Outdoor Furniture. Outdoor furniture shall be permitted only in the rear yard of a Lot, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.

9. Air Drying. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, died or aired from any window, door, fence or balcony in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.

10. Basketball Hoops. Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot Owner shall maintain the basketball hoops in good appearance.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ('Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside trash pick-up). For curbside pick-up, Trash shall be placed in sanitary self-locking containers.

2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.

3. No odors shall be permitted to arise from trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.

4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Community.

5. Each Owner shall regularly pick up all trash around his Home and Lot.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only on driveways and inside garages. No parking on the streets is permitted, but parking in the swales shall be permitted. The foregoing right to park in the swales may not be amended or terminated without the prior written consent of the City of Miramar. There shall be no overnight parking in either the streets or the swales.

2. If parked on driveways, vehicles shall not obstruct traffic on the streets.

3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking spaces. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.

4. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.

5. Overnight parking of boats in the Community shall only be allowed from 6:00 p.m. on Friday evenings until 8:00 a.m. on Monday mornings (or until 8:00 a.m. on Tuesday mornings if the preceding Monday is a national holiday). At all other times, no overnight parking of boats in the Community is allowed unless within the garage of the Home and with the garage door closed.

6. No overnight parking of commercial vehicles on a Lot is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes and recreational vehicles shall not be parked in the Community.

7. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and (b) repairs made within the garage of the Home and with the garage door closed.

8. Disposal of drained automotive fluids is not allowed within the Community.

9. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.

10. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.

11. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.

12. Car washing shall be permitted only on an Owner's driveway.

13. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.

14. The operation of golf carts, motorized scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in the Community except when used for the transportation of disabled persons.

15. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.

16. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

ANIMALS AND PETS

1. Ordinary house pets are permitted subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canaios (canary dog) and "Dangerous Dogs" - all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine, in its discretion, a maximum number of pets per household, not to be less than three.

2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Dives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Doff if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.

4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited.

5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in the Community.

6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.

7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.

8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.

9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.

11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.

12. No Owner shall inflict or cause cruelty upon or in connection with any pet.

SUNSET FALLS HOMEOWNERS ASSOCIATION, iNC
INITIAL RULES AND REGULATIONS

USE AND ENJOYMENT OF THE LAKE

1. Owners and their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing in the Lake. An Owner shall only access the Lake for fishing from the Lake Maintenance Easement area which immediately abuts such Owner's Lot if the Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot or if an Owner of a Lake Lot wishes to access a different Lake or another area of the same Lake, then access to the Lake for fishing shall be exclusively from a Lake Maintenance Easement area abutting Association Property. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than Lake Lot Owners who's Lots about the Lake shall not be permitted access to the Lake. In addition, no Owner shall be permitted access to or to fish in a Lake Maintenance Easement or Lake bank area which immediately abuts a Lake Lot owned by another Owner.

2. Lake Lot Owners, or the family members, guests, invitees and tenants of Lake Lot Owners, shall be permitted to operate non-motorized and electrically powered watercraft in the Lake. No other persons shall be permitted to operate watercraft in the Lake. Notwithstanding the foregoing, a Lake Lot Owner shall only access the Lake from the Lake Maintenance Easement area which immediately abuts such Owner's Lot. The launching into and removal from the Lake of any permitted non-motorized and electrically powered watercraft by a Lake Lot Owner shall be limited to that Owner's Lake Lot. Watercraft shall be limited in size to 18'.

3. No removal or damage shall be caused to any littoral or wetlands plantings, if any.

4. No planting, fencing or other improvements or additions to the grassed area surrounding the Lake and outside the Lot is permitted.

5. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or within the Lake Maintenance Easements or rear yards of Lake Lots.

6. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the Lake are prohibited.

7. Watercraft and trailers shall not be stored on the Lake banks or in the easement areas. Only watercraft s which are permitted to be used within the Lake of the Community may be stored within the back yards of Lake Lots.

8. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

CONSERVATION AREA

1. The Conservation Areas described in the Declaration may not be altered from their natural state.

2. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. No Owner shall cause any damage, destruction or alteration to any Conservation Area or portion thereof.

LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner. No Home, or other portion thereof, shall be sub-let.

2. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.

3. All leases shall provide for a minimum lease term of twelve months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than twelve months except in the event of a default by the tenant.

4. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay 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 whom the Owner is responsible.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC
INITIAL RULES AND REGULATIONS

MISCELLANEOUS RULES AND REGULATIONS

1. Signs. No sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Lot or Home or any element of the Association Property without the prior written approval of the Board, which approval may be given, conditioned or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale", "For Rent", "By Owner" or any other sign for the sale or renting of a Home so long as Declarant owns a lot in Sunset Falls or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Sunset Falls or other communities developed or marketed by Declarant or its affiliates, whichever is later.

2. Chemicals. Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or under-ground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, and (b) an under-ground propane tank associated with a Generator System approved and installed pursuant to the "Additional Guidelines for Additions and Alterations - Generators" as set forth above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be stored on Association Property.

3. Solicitation. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.

4. Hunting, Trapping or the Use of Firearms. Hunting, trapping, or the use/discharge of firearms, including but not limited to, hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community including, without limitation, the Conservation Areas. This rule shall not prohibit an Owner from keeping a lawful firearm in his or her Home.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

1. Responsibility:

   a. With respect to the use of Association Property, including the Recreation Tract and Tot Lots, an Owner shall be held responsible for his actions and conduct and that of his family members, guests invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.

   b. Any damage to Association Property, including the Recreation Tract, Tot Lots or equipment therein, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.

   c. The use of the Recreation Tract and Tot Lots by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.

   d. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreation Tract and/or Tot Lots regardless of where such property is kept, checked, left or stored on the premises.

2. General Use Restrictions:

   a. The Recreation Tract, Tot Lots, Fitness Center, Tennis Courts, Basketball Court, Pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, shall be solely for the use of the Owners and their family members, guests, invitees and tenants, subject to the provisions of the Association Documents; provided, however, no more than two (2) guests or invitees of a single "Household" (as hereinafter denied) is permitted to use the Recreation Tract, Tot Lots, Fitness Center, Tennis Courts, Basketball Court, Pools or any other open play area(s), or any portion thereof, and/or the facilities located thereon and therein, at any one time. For purposes of this paragraph, the term "Household" shall mean an Owner and/or tenant and the Owner's and/or tenant's family members residing in the Owner's and/or tenant's Home.

   b. Recreation Tract, Tot Lots, Fitness Center, Tennis Courts, Basketball Court, Pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.

   c. Any use of the Recreation Tract, Tot Lots, Fitness Center, Tennis Courts, Basketball Court, Pools or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, or any other portion of Association Property, for any private use shall be submitted for prior approval to the Board or its manager. For this purpose, "private use" shall include, by way of example but not limitation, any of the following: private lessons (such as tennis lessons or swimming lessons), group lessons, instructional classes, aerobics classes, weight training instruction, exercise classes (including karate or other martial arts.

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC
INITIAL RULES AND REGULATIONS

RULES FOR THE SWIMMING POOL AREA

1. Pool Area Use:

   a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL, SPA AND POOL DO SO AT THEIR OWN RISK. The Association and its Board assume no responsibility accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool, spa, wading pool and/or the pool area in general. Persons using the pool, spa, wading pool and/or the pool area in general agree not to hold the Association or the Board liable for actions of any nature occurring within the pool, spa, wading pool and/or the pool area.

   b. Pool hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation light turned off no later than 9:00 p.m. Prior to 8:00 a.m., the use of pool facilities shall be restricted to Owners only. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment those residents living in close proximity to the pool area.

   c. All persons fourteen (14) years of age or younger shall be accompanied and closely supervised Owner or supervising adult over the age of twenty-one (21). Persons over the age of six (£ permitted to use the wading pool.

   d. Wheelchairs, strollers and child waist and arm flotation devices shall be permitted in the pool area and similar flotation devices shall be permitted in the pool area.

2. Code of Conduct for the Pool Area:

   a. No nude swimming shall be allowed at any age. Children wearing diapers must wear appropriate diapers while in the pool.

   b. No intoxicants shall be permitted in the pool area.

   c. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the pool or pool area.
   d. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted.

   e. No running, pushing, rough play or profane language in the pool area shall be permitted.

   f. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

3. Health and Safety Considerations:

   a. All users shall shower before entering the pool.

   b. No soaps or shampoos shall be used at the pool side shower.

   c. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.

   d. No glass containers or other breakable objects shall be permitted in the pool area.

   e. All belongings shall be removed when the user is leaving the pool area. The Association andshall not be responsible for any belongings lost or stolen.

   f. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around area provided for this purpose or removed from the pool area.

   g. A three (3) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.

   h. In accordance with health department regulations, no food, drink or animals are permitted in the pool or on the pool deck.

RULES FOR THE SWIMMING POOL AREA (continued)

4. Use of pool furniture and equipment:

   a. Pool furniture shall not be removed from the pool area.

   b. Pool furniture shall not be reserved for anyone not in the pool area.

   c. Pool furniture and equipment shall not be modified, altered or changed in any manner.

   d. Towels shall be placed on pool furniture when in use.

5. Use of the pool area shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

RULES FOR THE TENNIS COURTS, BASKETBALL COURT AND OTHER OUTDOOR USES

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.

2. Use of Courts:
   a. The Basketball Court is open for play from 8:00 a.m. until Dusk. The Tennis Courts are open from 8:00 a.m. to 9:00 p.m.

   b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.

   c. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.)

   d. Tennis shall be limited to one and a half (11/2) hours for doubles play and one (1) hour for singles play. The Basketball Court shall be limited to one (1) hours of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.

3. Specific Use Restrictions:

   a. The courts are restricted to the playing of appropriate games or game-related activities (I.e., exhibitions and clinics) only.

   b. No one shall be permitted on the courts except those persons playing.

   c. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the other courts.

   d. Children fourteen (14) years of age and younger shall be accompanied and closely supervised by an adult over the age of twenty-one (21) and shall not disrupt the play of others.

   e. No intoxicants, food or breakable containers shall be permitted on the courts.

   f. All belongings shall be removed from the courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

   g. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the courts and/or related equipment caused by the Owner, his family members, tenants, guests, invitees and others for whom the Owner is responsible.

   h. Use of the Tennis Courts, Pool, Basketball Court, Fitness Center or any other open play area(s), or any portion thereof, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.

4. Code of Conduct for the Courts and Playing Fields:

   a. Boisterous or profane language shall be not used by players or spectators.

   b. Walking behind or through the courts during play shall be prohibited.

   c. Entering or leaving a court shall only occur when the play of other players is stopped.

   d. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.

5. If a reservation schedule is maintained on a board at the tennis courts, the following shall apply:

   a. Reservations for play shall not be made earlier than the day before the requested time.

   b. Names of all players shall be posted with the requested time.

   c. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.

   d. Unassigned court time may be signed up for by the same players on the same day.

   e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.

   f. if the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

RULES FOR THE TENNIS COURTS, BASKETBALL COURT AND OTHER OUTDOOR USES (continued)

6. If created, a Tennis Committee shall consist of residents who are familiar with the game of tennis. The Tennis Committee shall supervise the use of the court and bring all problems that may arise to the attention of the Board. All special events, lessons and planned activities shall be scheduled and approved in advanced through the Tennis Committee.

7. Use of the courts shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

SUNSET FALLS HOMEOWNERS ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE

1. Clubhouse Use:

   a. Clubhouse hours shall be as established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Clubhouse Committee. Activities outside the Clubhouse shall not be allowed after 9:00 p.m. without the prior approval of the Board.

   b. All persons fourteen (14) years of age and younger shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).

   c. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.

   d. No immoral, offensive or unlawful use shall be made of the Clubhouse. All laws and regulations of all applicable governmental entities shall be strictly observed.

2. Code of Conduct for the Clubhouse:

   a. No smoking in the Clubhouse or any rooms therein shall be allowed.

   b. Proper attire shall be worn in the Clubhouse.

   c. Bare feet, bare chests and swimsuits shall be prohibited throughout the Clubhouse, except in specifically designated areas.

3. Rules for Use of Exercise Room:

   a. All equipment shall be used at the risk of the person exercising.

   b. Children sixteen (16) years of age and younger shall not be permitted in the exercise room.

   c. Athletic shoes and shirts shall be won at all times.

   d. As a courtesy to others, people exercising are requested to allow others to work in with them.

   e. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.

   f. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the exercise room for that purpose.

4. Renting of the Clubhouse and/or Party Pavilion:

   a. Renting of any area of the Clubhouse facility and/or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability and the payment of scheduled fees and deposits as may be determined by the Board.

   b. . All reservations of any area of the Clubhouse facility or the Party Pavilion by Owners must first be approved by the Board or, if applicable, the Social Director. If so approved, the Owner reserving such area(s) shall be required to execute the Association's form of rental agreement and to comply with all of the terms and conditions thereof.

   c. Any Owner or other authorized person reserving a portion of the Clubhouse facility or the Party Pavilion shall have the care, custody and control of such portion of the Clubhouse facility or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Clubhouse facility and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control, in addition, any Owner or authorized person using a portion of the Clubhouse facility or the Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Clubhouse facility or Party Pavilion.

RULES FOR THE CLUBHOUSE (continued)

d. Owners wishing to reserve a portion of the Clubhouse facility or the Party Pavilion must first contact the Association manager to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, ail as determined by the Board, The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Clubhouse facility, the Party Pavilion, or their components, and if the Clubhouse facility and Party Pavilion, as applicable, is left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time. e. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility and/or the Party Pavilion.

5. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.

6. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must firs t be approved by the Board.

7. Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

1. Fitness Center Use:

    a. Fitness Center hours shall be as established by the Board from time to time. Time extensi ons for social or Community events may be granted at the discretion of the Board or, if applicable, the Fitness Center Committee. Activities outside the Fitness Center shall not be allowed after 9:00 p.m. without the prior approval of the Board.

    b. All persons sixteen (16) years of age and younger shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).

    c. All belongings shall be removed from the Fitness Center when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.

    d. No immoral, offensive or unlawful use shall be made of the Fitness Center. All laws and regulations of all applicable governmental entities shall be strictly observed.

2. Code of Conduct for the Fitness Center:

    a. No smoking in the Fitness Center or any rooms therein shall be allowed.

    b. Proper attire shall be won in the Fitness Center.

    c. Bare feet, bare chests and swimsuits shall be prohibited throughout the Fitness Center, except in specifically designated areas.

3. Rules for Use of Exercise Room:

    a. All equipment shall be used at the risk of the person exercising.

    b. Children sixteen (16) years of age and younger shall not be permitted in the exercise room.

    c. Athletic shoes and shirts shall be worn at all times.

    d. As a courtesy to others, people exercising are requested to allow others to work in with them.

    e. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.

    f. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the exercise room for that purpose.

4. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.

5. No signs, notices or photos shall be posted on any of the walls or windows of the Fitness Center, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must first be approved by the Board.

6. Use of the Fitness Center shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".