

Provence Bay Homeowner's Association

Rules & Regulations

The Rules & Regulations listed herein are a supplement to the Association governing documents and related documents of Provence Bay Homeowners Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Provence Bay Homeowners Association beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for Provence Bay Homeowners Association in accordance with the governing documents.

1. Hurricane Season

Each unit owner who intends to be absent from his unit during Hurricane Season (May1-November 30 of each year) shall prepare his unit prior to his departure by doing the following:

1. Remove all furniture, potted plants, and other movable objects from his yard, patio, and deck;
2. Designate a responsible person or firm, satisfactory to the association, to care for the unit should it suffer damage. Such person shall also contact the association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters be permanently installed without the consent of the ACC.

2. Insurance Coverage

Each Homeowner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Homeowner's Lot; to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable Supplemental Declaration. In addition, every Homeowner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Area due to occurrences originating within the Homeowner's Lot caused by the negligence of the Homeowner, the failure of the Homeowner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Homeowner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured.

3. Landscaping

No homeowner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Area. No Homeowner shall cut down or trim any tree located on the Provence Bay premises without prior written approval of the Association. Homeowners are prohibited from disturbing or removing the "cluster" landscaping located around the street trees without the prior approval of the Association and any applicable Governmental Authority.

4. Animals or Pets

No animals shall be raised, bred, or kept in any Unit, except that a reasonable number of dogs (except that under no circumstances shall any breed of dog commonly known as a "Pit Bull" be permitted on any portion of the Property) may be kept in a unit. 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). Cats, or other household pets of the nature commonly sold in pet stores located within regional malls- in urban areas may be permitted in a Lot (not to exceed a total of three (3) such pets); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the dog shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law.

5. Garage

No owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each owner shall be required to clean his driveway of any oil or other fluid discharge. No garage door shall be permitted to remain open except for temporary purposes; the board may adopt further rules from time to time.

Any yard sale, garage sale, moving sale, rummage sale, or similar activity is prohibited including signage for the same, except on such dates as the Board may designate for such activities to be conducted on a community wide basis.

6. Lakes

All Homeowners of Lots along or adjacent to the Lakes are prohibited from disturbing or removing any vegetation within the lake bank areas from the Lake Bank Zone to the lake deep cut line without the prior written approval of SJRWMD. A copy of any such approval by SJRWMD shall be provided to the Association. All Lake Lot Owners are prohibited from disturbing or removing the "cluster" landscaping located in the rear of the Lots near the Lake Bank Zones. Swimming, boating, fishing, use of personal flotation devices or other active use of ponds, streams, or other bodies of water within the Community except that Declarant, its successors and assigns, shall be permitted to draw water from ponds, streams, and other bodies of water within the Community for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Declarant, Association and the SJRWMD shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community.

7. Weapons

No Homeowner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots or other similar weapons, projectiles or devices anywhere on or about the Provence Bay Homeowners Association.

8. Collection Policy

The payment of annual assessments are payable in quarterly installments. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 15 or more days will be charged a late fee on a monthly basis until all fees, including late charges, are paid in full. Any Association account that becomes delinquent in an amount equal to or greater than three months Association fees shall be subject to a lien, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding Homeowner account. Any account that remains delinquent and exceeds an amount equal to or greater than six months Association fees shall be subject to foreclosure action and all applicable fees shall be charged to the Homeowner account as defined in the Association Documents. The Association may also discontinue the furnishing of any utilities or other services upon seven (7) days' written notice. A Homeowner while in default of payment will not be entitled to vote at any meeting of the Association.

9. Rule Enforcement and Violation

Article III, Sections 3.23 of the Association's Bylaws provide for monetary fines when there is a violation of the governing documents, and the Florida Condominium Act, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

- a. **NOTICE**-Notice of the violation must be delivered personally to the Homeowners or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense.
- b. **OPPORTUNITY TO DEFEND**-The offending Homeowner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Homeowner be required to appear less than 10 days from the date of the notice.
- c. **DEFAULT**-Failure to respond to the Notice of Violation shall constitute a default.
- d. **HEARING AND DECISION**-Upon appearance by the Homeowner before the Board and presentation of evidence of defense, or in the event of the Homeowner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.
- e. **AMOUNTS**-After default of the Homeowner or upon "d" above, a fine shall be levied:
- f. **COLLECTION**-The fines levied shall be assessed against the Homeowner and shall be due and payable together with the regular Provence Bay Homeowners Association assessment next falling due. Failure to pay the fine will subject the Homeowner to all liabilities set forth in the Provence Bay Homeowners Association governing documents.