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Prepared by:

Twin Rivers Homeowner's Association, Inc. c/o Sentry Management, Inc. 2180 West SR 434, Suite 5000 Longwood, FL 32779-5044

Return to:

Clayton & McCulloh Brian S. Hess, Esq. 1065 Maitland Center Commons Blvd. Maitland, FL 32751

the space above this line is reserved for recording purposes

NOTICE OF RECORDING OF TWIN RIVERS HOMEOWNERS ASSOCIATION SIXTH AMENDED AND RECORDED RULES AND REGULATIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of TWIN RIVERS HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter the "Association"), pursuant to Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND **EASEMENTS FOR TWIN** DEVELOPMENT, recorded in Official Records Book 1874, Page 1129, et seq., of the Public Records of Seminole County, Florida, as may be amended and/or restated from time to time, hereby gives notice of recording in the Public Records of Seminole County, Florida, the TWIN RIVERS HOMEOWNERS ASSOCIATION SIXTH AMENDED AND RECORDED RULES AND REGULATIONS (hereinafter referred to as the "Rules"). A copy of said Rules is attached hereto and by reference made a part hereof. Said Rules were ostensibly approved by the Board of Directors of the Association (hereinafter referred to as the "Board") at a Board meeting held on October 10, 2013.

As the Association may amend the Rules in the future, and as Section §720.303(1), Florida Statutes, now requires that "...(a)fter October 1, 1995, the association must be incorporated and the initial governing documents must be recorded in the official records of the county in which the community is located.", the Rules are hereby being recorded in an effort to ensure that record title notice of the existing provisions which may be amended will exist and so that the context of changes which may be implemented will be self-evident in the public records. Additionally, the Association has endeavored to record same to provide record title notice of the validity, binding nature, and enforceability of the Rules.

The Association is a not-for-profit corporation created pursuant to Chapter 617, Florida Statutes and a homeowners association subject to Chapter 720, Florida Statutes. All terms and conditions of the Rules as incorporated herein shall remain in full force and effect.

IN WITNESS HEREOF, the Association hame, this30^3 day ofOetoher	as caused these presents to be executed in its $20/3$.			
Signed, sealed and delivered in the presence of:	TWIN RIVERS HOMEOWNER'S ASSOCIATION, INC.			
Six Goberdhar By:	Jame Ellerle			
(Sign - Witness 1) SIRI DERDIFFIN (Print - Witness 1)	(Sign) Dames Ellerbe (Print)			
Boy Coloalhon (Sign - Witness 2)	President, Twin Rivers Homeowner's Association, Inc.			
Rosi CuBEROHAN (Print - Witness 2)				
Sign - Witness 1) Attest:	Chery Munn			
(Print - Witness 1)	Chery/ E. Munn (Print)			
(Sign - Witness 2)	Secretary, Twin Rivers Homeowner's Association, Inc.			
$\frac{R \cup S \stackrel{=}{=} C \cup B \stackrel{=}{=} ROH MN}{(Print - Witness 2)}$				
STATE OF FLORIDA COUNTY OF <u>Orange</u>				
The foregoing was acknowledged before more series and series and series are series as a secretary to the series and series are series as a secretary to the secretary	as President, and arry, of TWIN RIVERS HOMEOWNER'S on, on behalf of the corporation, who are personally			
NOTARY PUBLIC				
(Sign) ELIZABETH ANN BLACKETER MY COMMISSION # DD 939489 EXPIRES: November 12, 2013 Bonded Thru Notery Public Underwriters				
(Print) State of Florida, At Large				
My Commission Expires:				

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TWIN RIVERS HOA – Renters Agreement to Abide

TWIN RIVERS HOMEOWNERS ASSOCIATION SIXTH AMENDED AND RECORDED RULES AND REGULATIONS EFFECTIVE DATE: February 14, 2013

A PERMANENT DOCUMENT

FORWARD

Twin Rivers is a deed restricted community. The deed issued to every homeowner when the property was purchased carries certain restrictions on the use of the property and the conduct and actions of the homeowners. The Covenants, Conditions, Restrictions and Easements for Twin Rivers (the Covenants) are part of every homeowner's deed and are recorded in the public records of Seminole County, Florida. They are contractually binding on all persons who purchase a lot or home in Twin Rivers. Each homeowner or occupant is required to comply with the Covenants. The Twin Rivers Homeowner's Association. Inc. (hereinafter referred to as the "Association"), through its Board of Directors, is required and empowered to enforce the Covenants. Violations of the Covenants may be brought to the attention of the Board by the complaint of any homeowner; or occupant; or through its own observations; or the reports of its agents or the management company. The Association will require the permanent correction of violations by using the appropriate level of enforcement necessary to achieve compliance. This may include action through the courts.

Each homeowner should carefully read these rules. They are referenced as a part of the Covenants and are binding on all owners and occupants, including renters. These modified and amended rules and regulations are pursuant to the Covenants and the Florida Statutes Chapter 720 governing homeowner associations. These rules should be kept as permanent documents pertaining to each homeowner's property.

Should the homeowner rent the property a copy is to be provided to the renter/occupant and a signed "Renter's Agreement to Abide" by said rules shall be forwarded to Management Company for Twin Rivers Homeowners Association. A copy of this document is attached hereto.

A copy of the Renter's Agreement to Abide and any questions regarding these rules, their enforcement, or request for exceptions should be forwarded and/or addressed to:

Twin Rivers Homeowners Association c/o Sentry Management, Inc. 2180 West SR 434, Suite 5000 Longwood, FL 32779

Telephone inquiries may be made to Sentry Management at 407-788-6700 Ext. 310. Also, go to the Twin Rivers website: twinrivershoa.com, for additional questions and forms.

- In order to preserve the character, and excellence in design of the entire Twin Rivers Planned Unit Development, (hereinafter referred to a "Twin Rivers"), and to protect its property values, the Rules and Regulations set forth below are promulgated and will be administered by the Board of Directors (hereinafter referred to as, "the Board") pursuant to the "Declaration of Covenants, Conditions, Restrictions, Reservations And Easement for Twin Rivers Development", (hereinafter referred to as, "the Declaration") and the Association's Articles of Incorporation and Bylaws. These Rules and Regulations are published in accordance with the provisions of Article VIII of the Declaration and are incorporated into said Declaration. Every Homeowner, his tenants, invitees and agents shall comply with all Rules adopted by the Association. In administering these Rules, the Association, the Board and any of its agents may in their sole discretion grant, withhold or deny their permission, consent or approval in any instance when their permission, consent or approval is permitted or required in accordance with these Rules and Regulations. The Association, the Board and any of its agents shall have no liability to any Homeowner or other person, and shall be indemnified and held harmless by any Homeowner or other person for any damages arising from the administration or enforcement of these Rules. The terms and definitions used herein shall have the same meaning as set forth in the Declaration.
- B. All owners of homes and/or lots, their occupants, tenants, guests and family members must fully comply with these Rules and Regulations and all other Rules and Regulations of the Association including those found within the Declaration, Articles of Incorporation and Bylaws of the Association. Owners of lots and/or homes shall be responsible for any violation of their tenants, occupants, guests and family members. Similarly, occupants residing in a home shall be responsible for any violation of their guests and family members.
- C. Except as set forth herein or otherwise provided by law, the Declaration, Articles of Incorporation or Bylaws of the Association, <u>and</u> the following Rules and Regulations shall be binding and enforceable.
- D. Whenever local, state or federal laws are more restrictive than these Rules and Regulations, such laws shall take precedence.

RULES

- 1. The Common Properties and facilities of the Association shall not be obstructed, littered, defaced or misused in any manner, nor shall they be used for any purpose other than the purpose intended. Common Properties and facilities shall not be used by the members for storage of any kind specifically including, without limitation, storage of carts, bicycles, carriages, motor vehicles, boats, chairs, tables or any other objects.
- 2. Motor vehicles shall be defined to include and refer to: automobiles, sport utility vehicles, buses, trucks, motorized bikes (including scooters), motorcycles, motor homes, commercial vehicles, vans, dune buggies and any and all motorized vehicles.

- 2.1. A motor vehicle that cannot operate on its own power shall not remain in Twin Rivers (as that term is defined in the Declaration) or at any Lot for more than forty-eight (48) hours, unless said vehicle is concealed inside the homeowner's or occupant's garage.
- 2.2. No motor vehicle shall be repaired in Twin Rivers unless said vehicle is totally inside Homeowner's or occupant's garage. Repairs to motor vehicles on the owner's property are prohibited, except for the emergency repairs necessary to enable the vehicle to be moved to an off- site repair facility.
- 2.3. All motor vehicles being operated or stored in Twin Rivers shall carry and display a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust, disrepair, noxious emissions, or other nuisances.
- 2.4. Motor vehicles shall not be operated or parked on parkways, pathways or unpaved areas (including lawns), except that golf carts owned by Homeowners or occupants may be operated upon pathways as designated by the Board.
- 2.5. All motor vehicles shall be parked on driveways or in garages, never on grass.
- 2.6. The Board has the power and authority to have vehicles towed at owners expense if in violation.
- 3. The terms "Restricted Vehicle" and "Commercial Vehicle" shall hereinafter include and refer to:
 - a. Any motor vehicle with an industry capacity rating in excess of ³/₄ ton; or
 - b. Any vehicle displaying any message (including any form of advertising) by use of a Logo or Lettering.
 - c. Any vehicle with a ladder or ladder racks
 - d. All buses, tractor trailers, semi trucks or tractors, vehicles which primary use is for specialized commercial or business use, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers and all other types of trailers. Emergency vehicles are exempt pursuant to Florida Statutes.
- 3.1 No Restricted Vehicle as herein defined shall be permitted to be parked or stored at any location in Twin Rivers without prior written Board approval unless said vehicle is totally concealed in the Homeowner's or occupant's garage. Ownership or use of the vehicle shall not be a factor in complying with these rules. This prohibition shall not apply to temporary parking of Commercial Vehicles for pickup, delivery and other temporary commercial services, but only for the duration of the actual service or product being picked up or supplied. "Commercial Vehicle" shall include but not be limited to

Restricted Vehicles described above, and any vehicle which has been built or modified to perform a commercial function (e.g., in furtherance of a commercial interest for a forprofit entity).

- 3.2. Any vehicle parked on the Common Property in violation of these Rules and Regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Association at the sole expense of the owner, when such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. Once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. Subsequent violations by the same Homeowner or occupant will be subject to immediate action, including towing, by the board, to the extent permitted by law.
- 3.3. Overnight parking of all passenger vehicles (that is, non-commercial and non-restricted vehicles) on the Homeowner's property shall be on paved driveways or in garages.
- 3.4. No vehicle shall be parked so as to obstruct the sidewalks, driveways or mailboxes. Vehicles parked on the Street shall not at any time inhibit the movement of emergency vehicles or impede the ingress or egress of any Homeowner or occupant from his or her property.
- 3.5. No vehicles are allowed to have any kind of covers or tarps in Twin Rivers.
- 4. Noises, lights and/or noxious odor producing activities which disturb or otherwise interfere with the rights, comforts or conveniences of Twin Rivers Homeowners or occupants are prohibited. No Homeowner or occupant shall play or permit to be played on his lot or in his home any musical instrument, television, stereo, car stereo or any other sound equipment in such a manner as to disturb or annoy other residents whether visually or audibly
- 4.1. Noise resulting from construction work, installation work, repair work and other types of professional services may only occur:
 - a. from 8:00 am to 7:00 pm, Monday thru Saturday;
 - b. at such other time(s) as approved by the Board; or
 - c. at such other times as are necessary to deal with an emergency.
 - d. However, reasonable noise resulting from lawn maintenance may be made between the hours of 8:00 am and 7:00 pm Monday through Sunday.
- 4.2. No light fixture affixed to a home or placed on the Lot should be pointed in a direction so as to disturb or be shown toward neighbors or others.

- 4.3. Only clear or white lights or yellow bug bulbs shall be utilized on the exterior of the home or the Lot, except during universally recognized holidays. (e.g. Christmas, New Years, Halloween, etc).
- 4.4. All holiday lights, lighting and decorations shall be displayed not more than 30 days before said holiday and shall be removed from the exterior of the home and the Lot no later than 30 days after said holiday.
- 5. No sign of any kind shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any structure, home, lot or property located within Twin Rivers for any purpose with the exception of the following and only in compliance with the City of Oviedo guidelines for sign permits:
- 5.1 "For Rent" or "For Sale" signs may be displayed on the property to which they pertain. Said signs may not exceed six (6) square feet without prior Board approval and any necessary City approval.
- 5.2. Garage sale and yard sale signs may be posted by the Homeowner or occupant on their Lot for a total period not to exceed two (2) consecutive days prior to the sale. Said signs must not exceed four (4) square feet. These signs will be constructed of metal, wood or plastic or other rigid, weatherproof materials. The Homeowner or occupant shall remove the signs within 24 hours of the end of the sale.
- 5.3. Not more than two signs endorsing a candidate or issue in a current election may be displayed on a Lot or on a home. These shall be displayed not more than fourteen (14) days in advance of said election. Such signs shall not exceed six (6) square feet. Additionally, the Homeowner or occupant is responsible for removing these signs within two (2) days following the election. No signs of this type will be displayed on the Common Property.
- 5.4. Signs provided by security system companies and "Beware of Dog" signs may be displayed in a home or on a Lot within three (3) feet of the home or attached to an approved fence. These signs shall be limited to one (1) square foot in size.
- 5.5. Contractors who are performing work on a Lot or at a home within Twin Rivers may display their corporate sign on the Homeowner's property during the duration of the work being performed. These signs may be no larger than four (4) square feet. The Homeowner/occupant is responsible for the removal of the sign at the completion of the contractor's work.
- 5.6 "Neighborhood Watch" signs authorized by the City of Oviedo may be displayed in addition to all other signs.
- 5.7. HOA signs regarding activities pertaining to community may be placed within the Property as determined by the Board.

- 5.8. No "message sign" placed to harass or embarrass anyone shall be allowed to remain on a Lot for any length of time. Legal action shall be taken immediately by the Board if any request for removal is ignored by the homeowner or occupant.
- 6. Animal General No animals, livestock, cattle or poultry of any kind shall be raised, bred, maintained or kept on any Lot except as set forth in Section 7 below.
- 7. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any owner or occupant within the Properties. No household pet shall be permitted outside its owner's lot unless such pet is on a leash that is not more than six (6) feet long. The Pet must be attended and under the control of the pet owner, a family member or other responsible individual.
- 7.1. For the purposes hereof, the term "household pets" is defined to include but not be limited to, dogs, cats and domestic birds. Also, the type of pets kept entirely enclosed within the home on a Lot is at the discretion of the Owner or occupant. However, no wild animal may be kept in Twin Rivers.
- 7.2. Household pets shall only be walked or taken upon those portions of the Common Property designated by the Association from time to time for such purposes. In no event shall household pets be walked or taken on or about any recreational facilities contained within the Common Properties. Household pets shall not be permitted to defecate, urinate or soil on any Common Properties, sidewalks, streets or any portion of another Homeowner's Lot. Persons attending household pets shall be responsible to immediately clean up after those pets and "curb" all pets.
- 7.3. No animals, livestock, cattle or poultry of any kind shall be raised, bred or kept in or on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and further provided that dogs are kept on leashes, as required herein. All vicious dogs are prohibited. Pets shall not be permitted to defecate, urinate, or soil on any Common Property, sidewalks, streets, or any portion of another homeowner's Lot. An Owner, tenant, guest, or resident shall pick up and properly dispose of any waste deposited on any Common Property, sidewalks, streets, or any portion of another homeowner's Lot by that Owner, tenant, guest, or resident's pet. All pets must be caged, carried or kept physically restrained by a leash no more than six feet (6') in length on the Properties when outside of that pet owner's Lot. No pet shall be left unattended on the Properties when outside of a Living Unit at any time.
- 7.4. An Owner, tenant, guest or resident shall compensate any person injured by that Owner, tenant, guest, or resident's pet and shall indemnify and hold the Association harmless against any loss or liability arising out of any incident involving that pet on the Properties. If, in the sole discretion of the Board of Directors, a pet is or becomes a nuisance by way of excessive noise, aggression, roaming, or otherwise, the

Board of Directors may order in writing the immediate removal of such pet from the Properties and the owner of such pet shall immediately comply.

- 8. The erection or modification of any fence on any lot requires the prior approval of the Board as well as the permits and surveys required by any and all governmental agencies. Fences on a lot shall conform to the following:
 - a. be not higher than six (6) feet above grade except as otherwise set forth herein:
 - b. be a stockade fence, board on board fence or vertical shadow box fence;
 - c. be made of wood or other synthetic materials as approved by the Board;
 - d. have the board side facing away from the Homeowners lot (e.g. posts and beams facing the interior of the lot and fence);
 - e. terminate at a natural buffer, e.g., hedges or trees, at an existing home, an existing fence or an existing common Property wall. If such fence terminates at an existing Common Property wall, such fence must also comply with all rules as set out below.
 - 8.1. Fences shall not be permitted on lots that are contiguous to the golf course.
- 8.2. Chain link fences shall not be permitted on any Properties within Twin Rivers.
- 8.3. Other type fences may be constructed in exceptional cases, but only with the Board's prior approval. Fences may be stained or painted provided they comply with the colors approved by the Board for that particular section of the Twin Rivers P.U.D. Clear coat preservation is permitted. Fences that are painted or stained shall be maintained in accordance with standards set forth by the Board. Fences that are discolored, or have paint that is uneven, peeling, covered (either totally or partially) in mold or fading are not acceptable and must be repaired. Missing and/or broken slats, leaning and/or sagging fences, and gates that are in inoperable condition are also not acceptable and must be repaired.
- 8.4. On any Lot that borders the wall(s) of the Common Property, no fence shall be erected without meeting all Oviedo regulations pertaining to Lockwood Blvd. and city and county street frontage, and have a city permit and approval of the Board. Fences which are perpendicular to the common wall shall be consistently sloped beginning at a distance of not less than six (6) feet from the wall so as to be no higher than the wall at the point of intersection, if approved by Oviedo and the Board.
- 9. Storage, collection, and disposal of trash, garbage, materials to be recycled, and yard cuttings shall be in compliance with the Rules set forth and published from time to time by the Board of Directors and the City of Oviedo.
- 9.1. Refuse and garbage shall be placed in containers (hereinafter referred to as "storage containers"). They will be of sturdy materials and capped or closed in such a

manner that they are inaccessible to animals. Except as set forth below, these storage containers, as well as those for materials being recycled, shall be placed within the home or totally concealed or screened from view (i.e., the storage containers cannot be seen from the surrounding properties/neighbors or the street). The method of outside concealment shall have prior approval of the Board, and except as set forth below, shall be either fencing or landscaping hedges. Other methods of outside concealment may be submitted to the Board for consideration and approval.

- 9.2. Storage containers, garbage, refuse, recycle items and yard clippings shall be placed curbside no earlier than the evening prior to the scheduled pick-up day. No later than midnight of the day of pick-up, storage containers shall be removed from the curbside and returned to a location where they are totally concealed or hidden from view by the use of hedges, fence or placed in garage, as described in Section 9.1 above.
- 10. All public or private transmission and service wiring for electrical, gas, telephone, and cable television communication services and service line must be installed and buried underground, where permitted, in accordance with applicable city codes.
- 11. Landscaping - All Lots may be maintained with "Florida Friendly Landscaping", after notice to the Board of Directors for approval. All Lots and landscaping thereon shall be properly maintained. This maintenance shall include but not be limited to, all lots and beds being maintained free of weeds, and having sufficient bed mulching, bushes and hedges trimmed, no overgrowth in front of doorways or mailboxes, lawns cut and edged, appropriate watering and fertilization, management of yard pests, reduction of storm water runoff, and waterfront protection. All lots shall maintain an attractive appearance and be clutter and debris free. The use of considerable mulch, rocks or gravel must be first approved by the Board. All areas must be covered and not cleared or bare. No easement area, including any grassy area between roadway and sidewalk, shall be modified, except as otherwise approved in writing by the Board/ARC Committee. All easement areas shall remain grassed unless landscaped. Rocks are not recommended, but may be approved by the Board/ARC Committee on an individual basis. Decks, porches, patios, gazebos, trellises, arbors, pergolas, sidewalks, shall require prior ARC approval in order to be permitted to be installed on a Lot.
- 11.1. Lots Bordering Golf Course All Lots that are contiguous or border the Golf Course must abide by community standards and keep the back and side yards clutter and debris free; and lawns cut and weed free. All lawns must be cut and maintained by resident to the ditch or conduit area of the golf course.
 - a. Fence: see 8.1
 - b. Sheds: see 14.1
 - c. Playground and athletic equipment: see 22.2
- 11.2. Lockwood Blvd. Wall Lots All Lots bordering the Lockwood Blvd. brick wall on the east and west side of Lockwood Boulevard shall be free of any plant growth, low lying tree limbs, hedge overgrowth or debris from any residents Lot which

would act to detract from the uniform appearance of the wall. The wall is to be maintained in good shape by the HOA and therefore any overgrowth from bordering residents/homeowners lots must be remedied by the Lot Owner. If the HOA removes plant debris off the wall, the HOA may charge the costs of cleanup to the Lot Owner on whose Lot such plant exists or previously existed.

- 12. Home Appearance/Maintenance Standards All homes and Lots shall be maintained to community standards as established by the Board from time to time, and the Homeowner and tenant(s) of the Lots shall abide by such community standards including, but not limited to taking the requisite action to ensure that:
- 12.1. no weeds, underbrush, or other unsightly growth shall be permitted to grow or remain on any Lot;
- 12.2. no refuse or unsightly materials or objects shall be placed or allowed to remain on any Lot. Lots shall remain clutter free and neat in appearance. There shall not be any tables, picnic tables, lawn chairs, storage containers, swings, lawn objects, yard hoses, BBQ grills, fire pits, trash containers, playground equipment, etc, located in front yards of lots or able to be seen from the street. All objects which are permitted to remain in front lots/yards of Lots will be maintained and kept mold free, painted or properly stained, and blend or coordinate with the home and its surroundings;
- 12.3. all lawn lighting and home exterior lighting shall be white/clear colored bulbs. No colored lights are permitted except in the use of "bug bulbs" and for specific holidays:
- 12.4. all landscaping sod, sprinkler systems, structures, improvements and other property on the Lots shall be kept operational and in a clean, neat and attractive condition;
- 12.5. the exterior of all homes and other improvements on the Lots shall have a coat of paint, proper stain or other finish which is free from mildew and discoloration, and which has been applied evenly. Cracks, peelings or damage of any kind to the exterior of the home must be repaired immediately;
- 12.6. driveways and sidewalks adjoining to each Lot must be debris free, mildew free and periodically pressure cleaned. Driveways can be of brick pavers or cement, which can be painted only a cement color after approval from the Board. No dark colors or colors matching the colors of the residence or home on a Lot are allowed. Repainting of any previously painted driveways must meet this requirement when resurfaced or painted. Additionally, any repainting shall only be with the prior written approval of the ARC;
- 12.7. roofs of all homes shall be maintained in a clean, neat and attractive condition. Missing tiles and shingles shall be replaced and damaged tiles or shingles shall be repaired. Shingles and tiles shall be free of mildew and pressure cleaned if needed. No

tarps or roof covers shall be allowed, except for where approved in advance by Board, for more than 30 days, or upon necessity in the event of a declared emergency or disaster, which said tarps shall not exist for more than 30 days without Board approval;

- 12.8. except as set forth herein: no garbage containers, supplies, equipment, bottles, bricks, yard hoses, logs, tree limbs, athletic equipment or other articles shall be left outside of any home or lot in a manner that such items are visible from any street or by neighbors.
- 13. No noxious, unsightly or offensive activity shall be conducted within the Property nor shall anything be permitted to be done which may be or may become an annoyance, nuisance, harassment or embarrassment to Twin Rivers or its Homeowners or occupants. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, who shall render a decision in writing, which decision shall be dispositive of such dispute or question.
- 14. The personal property of Homeowners and occupants and guests must be stored in their home, approved storage shed, or other approved location within Twin Rivers.
- 14.1. Storage sheds and accessory buildings are permitted provided such buildings are approved in advance by the Board. A condition of approval shall be that the building be constructed using an architectural style and color scheme complementary to the existing home. Notwithstanding anything to the contrary, no shed is allowed on lots that adjoin the golf course.
 - 14.2. Sheds and accessory buildings shall:
 - a. be free standing;
 - b. be no greater than eight (8) feet tall at any point;
 - c. not have any walls longer than twelve (12) feet
 - d. not be larger than 120 square feet of floor area; and
 - e. be located behind a fence pre-approved by the Board or concealed in a manner approved by the Board
 - f. have an architectural style and color complementary to the existing home.
 - g. No permanent pavilions, canopies or carports are allowed.
- 14.3. Dog houses on the owner's or occupant's lot must be pre-approved by the Board and must be located:
 - a. within the confines of an approved fenced yard; or
 - b. such that the dog house is otherwise not visible from adjacent lots, golf course or streets.
- 15. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any home, on a Lot or on the Common Properties, except for those substances

appropriately used for heating in fireplaces, for outdoor cooking by the Owner or occupant, or household maintenance.

- 16. A Homeowner or occupant shall not cause anything to be affixed to, attached to, hung, displayed or placed on the exterior walls, doors, roofs, balconies or windows of the home, except as otherwise approved by the Board or ARC. Exceptions to this include:
- 16.1. Decorative owner's name signs or plaques which conform to the color, style and decor of the house may be affixed to the wall adjacent to the front door. The plaque will not be larger than two (2) square feet.
- 16.2. Flags including, but not limited to those of the United States of America, shall be placed in compliance with Federal Law and pursuant to Florida Statutes 720.304, residents can display one portable and removable U.S. Flag and one other statutorily-listed flag in a respectful manner.
- 16.3. Any clotheslines installed in accordance with the Association's Governing Documents and Florida Statute 163.04. Clotheslines shall be installed in backyard only (e.g., to the rear of the rear-most plane of the house constructed on a Lot) and hidden from view from any street.
- 16.4. Aerials, over-the-air reception devices, antennas, or satellite dishes installed in accordance with the Association's Governing Documents and 47 CFR Section 1.4000 regarding over-the-air reception devices
- 16.5. Notwithstanding the foregoing, a Homeowner or occupant is permitted to display seasonal or holiday decorations during the appropriate holiday periods. Seasonal and holiday decorations may be displayed not more than 30 days before said holiday event, and are to be removed within 30 days after the holiday event. Notwithstanding anything to the contrary, all December holiday decorations must be removed within 30 days.
- 17. All additions and changes to external structures and landscaping on any Lot must be pre approved and completed in accordance with:
 - a. the plans, specifications and timetable submitted by the member/homeowner and approved by the Board; and in compliance with these Rules and Regulations,
 - b. after submitting application for approval, the member/homeowner has 60 days to complete the approved project from the date stated in said approval. If the project is not completed within that time period, the member must re-submit for approval again, which may be denied.
 - c. prior submissions of applications approved before these rule changes that have not been completed, are not exempt and the owner or occupant must re-apply if requested changes have not been completed and more than 60 days has lapsed.

- 18. There shall be no above ground swimming pools on any Lot; except that "kiddie or wading pools" with a depth of no greater than two-feet, may be placed only in a rear yard, out of view from any street, or the front or side yard of that Lot.
- 18.1. No window mounted air conditioning units visible from the Street; awnings or windows covered with aluminum foil or other reflective materials, and any window coverings judged by the Board to be inappropriate shall not be permitted on any Lot. All windows must have conventional window treatments. All repairs to windows including to broken or damaged glass or frames must be immediate. "IN NO CASE SHALL ANY WINDOW REMAIN IN BROKEN OR INOPERATIVE CONDITION IN EXCESS OF 15 DAYS".
- 19. Exterior Painting Homes with faded, discolored or mildewed surfaces must be cleaned or repainted. The color to be used in repainting a home requires Board approval and selection from the approved colors, except if the home is to be repainted to color pre-approved by the Board for the particular Lot. Color charts may be reviewed upon request.
- 19.1. Driveways must be mildew free and periodically pressure cleaned. Driveways may be composed of brick pavers or cement, and may be only painted a cement color (after prior approval from the Board). Any driveway to be repainted shall also comply with this requirement.
- 20. Only one (1) mailbox shall exist for each home. No separate mailbox, container or receptacle shall exist or be permitted to exist for newspapers, magazines, flyers, etc. No planting material should obstruct the mailbox, and the mailbox shall remain mildew free, have a clean, painted, maintained surface.
- 21. Athletic Equipment shall meet the following guidelines:
- 21.1. Basketball hoops, basketball backboards, basketball standards and poles are prohibited in Twin Rivers except under the following conditions:
 - a. they must be installed a minimum of (10) feet from the sidewalk and five (5) feet from property line.
 - b. they are to be constructed of non-wood materials, including the backboard; and
 - c. the pole is to be freestanding and no higher than twelve (12) feet.
 - d. Notwithstanding any of the above, basket ball hoops and applicable structures (including, backboards, standards, and poles) must have prior approval of the Board before they are erected.
- 22. Playground and play yard equipment is defined to include, but not be limited to jungle gyms, forts, slides, swing sets, teeter- totters, and other play equipment for children. Playground and play yard equipment shall be installed and used on a Lot at the

sole risk of the Homeowner, occupant or user. The Association shall not be liable to any person for any claim, damage, or injury resulting from the installation or use thereof.

- 22.1 No skateboard ramp, bike ramp, batting or golfing cage shall be permitted on any Lot or common area.
 - 22.2. Playground and play yard equipment:
 - (a) shall be no higher than ten (10) feet; and
 - (b) shall be placed only on the owners or occupant's Lot and to the rear of the home. It must be set back a minimum of ten (10) feet from all property lines; and
 - (c) shall be installed only after prior approval by ARC on a lot by lot basis.
- 23. The term "residential purposes" as defined in the Covenants is further described as follows:

No business, religious, or for-profit or nonprofit activity which involves sales, personal services or professional services that requires its customers, clients, patients, recipients or agents to use or enter the Lot or home shall be permitted to occur on a Lot. The commercial manufacturing or repair of products or the commercial storage or distribution of goods on any Lot is prohibited.

- 24. Homeowners may rent or lease their homes for periods of not less than twelve (12) months. Only the entire home can be rented (i.e., no portion of a home, other than the entire home, may be rented for any period). No home may be leased, sub-leased or rented for boarding house, dormitory, transient lodging, time-share or hotel purposes. Homes can only be leased to a single family, or to no more than three (3) unrelated adults No additional persons shall reside in the home. Homeowners shall not lease their homes without a written lease and such lease shall require the renter(s) to comply with the HOA Rules and Regulations. The homeowner is responsible for providing the tenant with a copy of the revised Rules and Regulations and to provide the Management Company for Twin Rivers HOA with a copy signed by renter of the "Renter's Agreement to Abide;" acknowledging receipt of the Rules and Regulations. The homeowner is not released from maintaining the home to the community standards and Rules and Regulations, as set forth herein.
- 24.1. IMPORTANT- RENTAL PROPERTY: When a home is rented or leased, the Owner will notify the Association's Management Company at the address provided at the beginning of this document (or from HOA web-site). The "Renter's Agreement to Abide" must be completed and provided stating the effective dates of the lease, the names of each tenant and the current mailing address of the Homeowner or his/her agent. A copy of the portion of the "Renter's Agreement to Abide" (attached as the last page herein) shall be prepared by the homeowner indicating that the tenants will "abide by the rules and regulations of the Twin Rivers Homeowners Association" and shall include each tenant's signature dates of rental period and dated. It shall be forwarded to the

Association's Management Company within 10 days of commencement of rental of said property. This information will remain confidential to the greatest extent possible but, failure to comply can result in violations and a lien on subject residence.

- 24.2. This rule change applies to every rental property contract made and also shall apply to contracts made prior to said rule changes. Each homeowner with rental property has 30 days from receipt of the revised rules to comply.
- 25. Enforceability Every Homeowner and occupant shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations which from time to time may be amended and all provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of a Homeowner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for assessments, violation costs, legal costs and damages, injunctive relief liens, or any combination thereof. The Association shall have the right to request pre-suit mediation and/or arbitration proceedings in lieu of litigation. Alternative dispute resolution is preferred by the Board.
- 26. Waiver and Relief These Rules and Regulations shall apply to the Association, its Board members, agents, employees and contractors. All of these Rules and Regulations shall also apply to all Homeowners, licensees, invitees, guests and occupants even if not specifically so stated in portions thereof;
- 26.1. The Board of Directors shall be permitted, but is not required, to grant temporary relief not in excess of seven (7) days to Homeowners or occupants from specific Rules and Regulations. The Homeowner or occupant seeking such relief shall in a written request to the Board state the extenuating circumstance and the specific relief requested. Good cause shall be shown in the written decision to the Board.
- 26.2. Homeowners or occupants, prior to taking relief must send their request to the Homeowner Association Management Company, address shown in the forward section of this document or listed on the web-site.
- 27. Wildlife Management. The Association participates in the Florida Fish and Wildlife Conservation Commission's ("FWCC") SNAP (Statewide Nuisance Alligator Program) program for management of certain wildlife, including alligators, within the Twin Rivers community. As such, the Association, through its Board, and with the cooperation and advice of the FWCC, has established, and has the authority to further establish and amend, certain criteria for handling, dealing with, and/or removing wildlife, including alligators, from the Twin Rivers community. In accordance with the advice of the FWCC, in effect as of the date of these Rules and Regulations, generally, alligators that are not acting aggressively or threateningly to humans or pets will not be removed from Association Common Area. However, anyone experiencing an aggressive alligator on private property or Association Common Area may report this incident to the FWCC. Otherwise, the Association recommends avoidance of any direct encounter with any alligator present in any manner on Association Common Area or private property. The

Association also recommends all residents take care in avoiding direct encounters with any Florida wildlife, and avoiding providing any food sources for wildlife on Common Areas or private property.

If anyone encounters an aggressive alligator on Association Common Area, please contact the SNAP hotline at 866-392-4286, to report the incident, and the Association will act in accordance with its SNAP standards and its FWCC permit(s), including permit #325978, issued October 22, 2012, and expiring October 22, 2017, in handling the situation, which may include removal of an aggressive or nuisance alligator in accordance with any permits allowing for such removal as issued by the FWCC.

The Association strives to reduce the risk of encounters with aggressive wildlife by providing resources to our residents on how to live in harmony with these creatures. To that end, feel free to contact the Association or the FWCC for educational materials as to how to interact with Florida wildlife.

TWIN RIVERS HOA

Renter's Agreement to Abide

Asar	enter of pro	operty in Twi	n Rivei	s Homeowners A	Association located at:	
(Addr	ess of prop	erty)		· .		
I do h	ereby state	that I have re	ead and	agree to abide b	y each rule and regulation as stated	
in the	Twin Rive	rs Homeown	er Asso	ciation Rules and	d Regulations. I understand the said	
Rules	and Regula	ations govern	the pro	perty that I am le	easing from the owners,	
				who	currently reside	
at						
My	rental	contract	is	from		
to				(date). I understand that only single families		
or 3 u	nrelated in	dividuals and	no mo	e at any one time	e, can reside on this property.	
		•			•	
Dated	l: Signature	es:				
					Dated:	
					Print Name	
					Dated:	
					Print Name	
				,		
					Dated:	
					Print Name	
					-	
	,			•		

(Each adult residing in the home must sign and date this document).
Forward original document to Twin Rivers HOA —Sentry Management Company, Inc.
2180 W SR 434 Suite 5000, Longwood, Florida 32779