

EXHIBIT "C" TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WHITTIER OAKS

Rules and Regulations of Whittier Oaks

These Rules & Regulations shall supersede and replace those recorded on October 13, 1997, in Official Records Book 27127, Page 0963 – 964

Mission Statement

The Mission of the Whittier Oaks Board of Directors is to preserve and enhance the quality of life within the community by promoting a safe, healthy, and harmonious living environment for all residents. The Board's commitment is to govern with transparency, fairness, and integrity while ensuring that the community remains a desirable place to live. Therefore, in accordance with Florida statutes and the Association's governing documents, the Board adopts and enforces rules and regulations with the primary goals of:

- Protecting the health, safety, and welfare of all homeowners, residents, and guests;
 - Maintaining and improving property values through consistent community standards and responsible management; and
 - Fostering a respectful, attractive, and well-maintained neighborhood reflecting the shared interests of our members.
1. Any Owner who desires to construct an Improvement or Structure of any kind on his Lot shall submit plans and specifications and samples of proposed building material to the Architectural Control Committee (ACC/ARB) or otherwise known as ARB. It shall be a violation to commence any work on one's property prior to receiving written approval from the ACC/ARB.
 2. All Improvement or Structural approvals shall be subject to further review and approval by Terramar Community Association, Inc. In the event of a discrepancy or disagreement between the Terramar and Whittier approvals or disapprovals, it shall be the affected Owner(s) who, at their discretion, may challenge said discrepancy, and the Association shall not be responsible.
 3. The exteriors shall be consistent with the theme adopted by the Developer, and as further determined by the ACC/ARB and the Board of Directors, pursuant to their full discretion under the Covenants and Florida Statutes.
 4. No metal cyclone fences are permitted. All walls shall be concrete block and stucco and painted the color of the house.
 5. No window or wall air-conditioning units are permitted anywhere at or on the Residence.
 6. Invasive plants shall not be planted in the Properties. Such plants include but are not limited to: a) *Coco Nucifera* (coconut palm); b) *Melaleuca- Leucadendron* (cajeput tree); c) *Casuarina Equistetifolia*. (Australian Pine); d) *Schinus Terebintholius* (Brazilian Pepper); e) *Wedalia Trilobata* (Wedalia); and f) *Acacia*. Owners shall be responsible for the removal of any invasive plants on Owner's property.
 7. Except when placed in front of Owner's home for regularly scheduled pick-up, no garbage or recyclable container shall be visible from any street.
 8. Whittier Oaks Board approved and enacted alternate side of the street parking. During the odd months of the year, parking will be permitted on the side of the street with odd numbered homes and on even months of the year, parking will be permitted on the side of the street with even numbered homes Notwithstanding the foregoing, this Rule shall not be enforced against Owners who live on the cul-de-sacs or directly across from an island and/or on a corner provided emergency vehicles can pass through the road. Vehicles in violation may be stickered, booted and/or towed at the vehicle owner's expense.
 9. Vehicles shall not be parked on any grass areas, must park in the direction of traffic, may not block any

sidewalk, driveway or mailboxes park directly across from a driveway or on the island curbing. Vehicles in violation may be stickered, booted and/or towed at the vehicle owner's expense. Prior to towing an owner will be notified at least one (1) time prior.

10. An application for the sale or lease of any unit must be submitted to the Board of Directors upon receipt of a contract or lease along with an application fee in the amount of \$150.00. Any prospective tenants over the age of 18 will require a background check to be performed prior to approval at the actual cost of such background check. The Board of Directors shall promptly approve a standard Florida Bar approved Purchase and Sales Agreement **within 14 days of receipt of all required documentation** unless such application is not in compliance with the HOA Rules and Regulations or for the reasons below:
 - (a) The application for approval on its face, or subsequent investigation thereof, indicated that any of the prospective purchaser(s) or prospective occupant(s) intend to act in a manner inconsistent with the covenants and restrictions applicable to the Community, including but not limited to being in arrears, in a lawsuit with the Association or otherwise under a pending violation with the Association.
 - (b) Any of the prospective purchaser(s) or prospective occupant(s) has/have been convicted, pled no contest/nolo contendere or had adjudication withheld, of a **violent felony, including but not limited to homicide, aggravated assault/battery, arson, rape, kidnapping, car jacking, etc.**; a criminal offense involving the sale, distribution or use of illegal drugs; or a criminal offense involving sexual abuse, or lewd and lascivious behavior.
11. No temporary or vacation rentals are permitted, and no home can be rented short term on platforms such as Airbnb or Vrbo. Rental Agreements shall be for a period of no less than six (6) months in any calendar year. Rentals and leases are intended solely for residential purposes and not for corporations, profit, not-for-profit or otherwise for using said residences to house employees, students, campers, or persons on a temporary or rotating basis. Residences shall be owned by individuals and not Corporations, LLC, Partnerships or any other entity. The only exception to this is for purpose of estate planning and that must be made clear to the Association prior to the purchase of a Residence at the Association. Any other requests to own property in the name of an entity shall be addressed on a case-by-case basis and the person who is listed as the Managing Member, President or Managing Partner at least three (3) months prior to purchasing the Residence shall be the person with their family, permitted to reside in the Residence.
12. The Association is defined as residential community and therefore, all rentals are limited to residential usage only by the tenants listed on the lease and any family, friends or temporary guests present when the home is occupied by the tenant.
13. No Commercial lettering, signs or otherwise is permitted on a vehicle that is owned, not owned, rented, leased, borrowed, visiting or otherwise coming onto the Association's Property for any purpose other than that of providing services, during the work week and between the hours of 9 am and 5 pm (unless an emergency exists, which if that occurs shall be immediately disclosed to the Management company) into the Association and onto any property, without having said sign, writing or materials on the vehicle covered by means of a magnetic sticker that mirrors the color of the vehicle. In the event a commercial vehicle is brought onto the Association's property for personal reasons, it shall either have all commercial lettering blocked with the appropriate magnetic shields or parked in an enclosed garage. Any other area used to park said commercial vehicle is prohibited. Any violations of this provision may include but are not limited to the towing of said vehicle, fines and legal action to remove the same, where the Association, as the prevailing party, will be entitled to recover its costs and attorney's fees, through any appeal.
14. No Residence shall be used as a commercial property, whether for profit or not-for-profit. **A commercial property is hereby defined as a home being used exclusively for running a business and is not intended to prevent members from having a "home" business registered to their address or keeping a home office, or for a temporary event hosted at one's home such as girl scout meetings, collection of charitable donations or prayer groups.** The purpose of this restriction is to ensure that an owner(s) does not turn their residence into either or both a delivery hub for packages, pallets and

other such items, or for clients and/or customers to come on a continuing daily, weekly or monthly basis. Residences are intended solely for residential purposes and not for corporations, profit, not-for-profit or otherwise for using said residences to house employees, students, campers, or persons on a temporary or rotating basis, whether they are compensated or not for the use of the Residence, or pay for the same.

15. Violations of these Rules & Regulations shall include penalties, including but not limited to, fines, suspension of voting rights, costs and legal fees through any appeal.