

**BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

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**TABLE OF CONTENTS**

I. INTRODUCTION.....	1
II. RULES AND REGULATIONS.....	1
Section 1: Use of Lots .....	1
Section 2: Nuisances.....	2
Section 3: Leasing.....	2
Section 4: Solicitation.....	2
Section 5: Prohibition of Damage and Certain Activities.....	2
Section 6: Display of Flags.....	3
Section 7: Signs.....	3
Section 8: Basketball Hoops and Play Equipment.....	4
Section 9: Antennas and Other Devices.....	4
Section 10: Pets.....	5
Section 11: Trash and Garbage Disposal.....	6
Section 12: Mailboxes.....	6
Section 13: Storage.....	6
Section 14: Vehicles and Parking.....	6
Section 15: Fences.....	8
Section 16: Lot Upkeep.....	9
1. General Exterior Maintenance.....	9
2. Lawn Standards.....	10
3. Window Treatments and Window Maintenance.....	10
4. Swimming Pools.....	10
5. Landscaping.....	11
6. Garages.....	11
7. Gutters and Downspouts.....	11
8. Solar Panels.....	11
9. Decorative Lighting.....	11
Section 17: Structural Changes.....	11
APPENDIX A: ACCEPTABLE TYPES OF FENCES.....	13

APPENDIX B: ACCEPTABLE TYPES OF LANDSCAPE BORDER.....	14
APPENDIX C.....	15
APPENDIX D.....	15
APPENDIX E.....	16

## I. INTRODUCTION

Pursuant to Article VII of the Bylaws of Boyette Springs Homeowners Association, Inc. (the "Bylaws") and Article 11, Section 11.2 of the Restated and Amended Declaration of Covenants, Restrictions and Assessments of Boyette Springs ("Declaration"), Boyette Springs Homeowners Association, Inc. (the "Association") Board of Directors adopts the following rules and regulations governing the use of the Lots and common property (hereinafter collectively the "Properties") within Boyette Springs. Owners, residents, and guests who violate the Association's Governing Documents will be subject to enforcement action taken by the Association, including but not limited to, an action to recover sums due for damages, injunctive relief, the imposition of fines, or any combination thereof.

The Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations.

All terms not defined herein shall be given the meaning set forth in the Declaration.

This document is not intended to cover every rule, regulation or situation which may arise. It also doesn't replace the Declaration, but rather supplements it. The intent of this document, is to provide the guidelines to help Owners understand requirements for maintaining an aesthetically pleasing community. Adhering to these guidelines is beneficial for all involved for they are meant to protect the investment of the Owners, and to portray a quality community of well-planned homes built with long lasting materials which maintain high construction standards.

The Declaration, the Articles of Incorporation of Boyette Springs Homeowners' Association, Inc. ("Articles") the Bylaws, the Architectural Guideline Standards, Criteria, Rules and Regulations, and any other rules and regulations and/or policies approved by the Association (collectively the Association's "Governing Documents") are binding on all parties having interest in any properties within the boundaries of Boyette Springs as defined in the Declaration. Each Owner, and each Owner's tenants, guests, and invitees are required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the Governing Documents of the Association. Additionally, prevailing Florida Statutes will also govern. In cases of conflict between Governing Documents, the Declaration shall prevail.

## II. RULES AND REGULATIONS

### **Section 1: Use of Lots.** (Article 5, § 5.9, 5.10, 5.10.1)

1. Each Lot shall be used for residential and single-family purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this rule.
2. No Owner, occupant, or guest shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the owner's family, employees, pets, agents, tenants,

visitors, or licenses, nor permit any conduct by such persons or pets that interfere with the rights, comforts or conveniences of other Owners or occupants. No Owner, occupant, or guest shall play or permit to be played any musical instrument, or operate or permit to be operated a television, radio, sound amplifier, or other noise making device in his home or Lot in such a manner as to disturb or annoy other residents. No Owner, occupant, or guest shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

## **Section 2: Nuisances.**

1. No activity or use shall be allowed upon a Lot which is a source of annoyance, embarrassment or discomfort to Owners, their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or home. Lots shall be used, enjoyed and occupied in such manner so as not to cause or produce any of the following effects outside any home; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other residents.
2. A "nuisance" shall be determined if multiple occurrences are reported by two or more members or residents within a ninety (90) day period.

## **Section 3: Leasing.** (Sections 4.2 and 5.2)

1. Owners are responsible for the actions of their tenants or any guest, licensee, or invitee of an Owner or tenant. Owners must provide tenants with a copy of the Association's Governing Documents and must ensure that tenants understand and comply with Governing Documents. Owners are liable for any and all violations of the Governing Documents and any damage to any common property caused by their tenants, guests and/or invitees.
2. Owners shall provide its lessee with a copy of the Boyette Springs Governing Documents and shall obtain a signed receipt from the lessee acknowledging same.
3. Owners shall provide a copy of the current lease of a Lot to the Association at least fourteen (14) days in advance of a lease term.

## **Section 4: Solicitation.**

1. Solicitation is prohibited except with the prior written approval of the Board of Directors. Solicitation requests must be submitted to the Board of Directors for review approval at least five (5) days prior to the solicitation date.

## **Section 5: Prohibition of Damage and Certain Activities.**

1. Nothing shall be done or kept in any Lot or in the common property or any part thereof which may increase the rate of insurance on the Properties. Nothing shall be done or kept in any Lot or in the common property, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the common property or any part thereof, or to the exterior of the Properties and buildings shall be committed by any Owner, occupant, invitee, or guest. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his occupant, guest, or invitee, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on any Lot or in the common property or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

**Section 6: Display of Flags.** (Article 5, § 5.25)

1. An Owner or resident may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 3 feet by 5 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.
2. An Owner may erect a freestanding flagpole on the Owner's Lot to display such flags which is no more than 25 feet high and which does not obstruct sightlines at intersections and which is not erected within or upon an easement. No flag or pole of any type shall be attached to a fence.
3. Small college/novelty flags, no larger than 3'x5', may be mounted and displayed on the exterior of the home as long as they are not business advertisements and are not considered offensive. Discretion will fall to the Board should there be question.

**Section 7: Signs.** (Article 5, § 5.17)

1. No sign of any kind shall be displayed to the public view on any Lot or common property without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than two (2) square feet in size advertising a property for sale or rent. The sign may also contain the name, address, and telephone number of one (1) registered real estate broker or a telephone number of an owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot. (See Appendix D for example of sign.)
2. Under no circumstances are signs to be posted or hung on the exterior of the home or fences on the Lot. With the exception of a "NO TRESSPASSING", "NO SOLICITING", or "BEWARE OF DOG" sign.
3. Notwithstanding the above, security alarm signs, not to exceed one (1) square foot may be placed on a Lot, in plant beds close to the home. All signs must be professional quality.

4. Small advertising signs will be allowed for contractors, while they are working on the property and for seven (7) days afterwards. One permit board will be permitted.
5. No public display is permitted on any Lot concerning items or materials used in an owner's business, trade, or profession.
6. Political signs on road right-of-way, yards or in windows of homes are not permitted.

#### **Section 8: Basketball Hoops and Play Equipment.**

1. Portable basketball hoops and permanent basketball hoops are permitted, but must be kept at least twelve (12) feet from the road, facing perpendicular to the street. Storage and use of basketball hoops must comply with applicable county and city ordinances. Basketball hoops shall not be displayed or used in any manner that would obstruct or interfere with automobile traffic, interfere with an adjacent Owner's (or other resident's) access rights or threaten the health and safety of the residents. Basketball hoops, poles, back stops and goals must be maintained in good condition by the responsible Owner or occupant.
2. "Portable" is defined as being capable of being moved on wheels or carried from one location to another.
3. "In use" is defined as actively being used by adults or children and the users are currently using the equipment, apparatus, toys or hoops.
4. All exterior recreation and play equipment such as swing sets and jungle gyms must be located within the rear of the Lot and must be screened from public view.
5. All play equipment must be maintained on a regular basis and in good condition.
6. All portable recreation equipment and toys must be removed from public view when not in use.

#### **Section 9: Antennas and Other Devices.**

1. In accordance with the 1996 Telecommunications Act, the Board of Directors may pass, amend and rescind rules and regulations regarding satellite dishes provided said rules and regulations are consistent with the and will not prevent an Owner or resident from obtaining a sufficient signal. An Owner or resident who installs an antenna or satellite dish shall be responsible for maintenance, repair, and replacement of the same.
2. Except where necessary to receive an acceptable quality signal, no antenna larger than an ordinary television antenna or any dish larger than 24" in diameter, commonly used in receiving cable television signals or satellite television, shall be erected on any Lot, and no antenna or satellite dish shall be permitted in any front yard. Any dish erected on the side yard may be no more than three (3') feet from the exterior of the home.

3. No device or any part thereof shall be mounted on the exterior of a residence or any detached structure, except where necessary to receive an acceptable quality signal.
4. To the extent possible and without interfering with receipt of an acceptable quality signal, any such device shall be shielded from view from the street and neighboring lots with landscaping or fencing and placed in the rear of the Lot.

#### **Section 10: Pets.**

1. No animals, livestock, or poultry of any kind shall be raised or bred on any Lot or common property except that dogs, cats, and other household pets may be kept on Lots, subject to the rules and regulations adopted by the Association, provided they are not kept, bred, or maintained for any commercial purpose. Declaration, Article 5, § 5.16.
2. The following ruling applies to pets in or on the Properties and roadways:
  - a) There shall be no poisonous or venomous snakes, spiders or wildlife kept in the community as a pet.
  - b) Pet owners and handlers shall be required to remove immediately all forms of excrement from the Properties and pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Properties or common property, including any alteration in the uniformity of appearance of the turf or landscaped areas.
  - c) Pets which create excessive noise, noxious odors, or other disturbances of any kind are not permitted on any Lot, common property, or anywhere in or on the Properties.
  - d) Neither the Board of Directors nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of any pet restriction in the Association's Governing Documents. The Owner and pet owner shall fully indemnify and hold harmless the Board of Directors and the Association for any personal injury or property damage caused by any pet or by any violation of the pet restrictions contained in the Governing Documents.
  - e) Any landscaping damage or other damage to the common property caused by a pet must be promptly reported to the Association. The Association retains the right to repair such damage and charge the Owner, occupant or tenant therefore.
  - f) Dogs and cats shall not be permitted outside of their home unless attended by an adult and kept on a leash not more than six (6) feet long, unless contained and secured within a fenced in back yard of a Lot.
  - g) Pets may not be leashed to trees or left unattended.



- h) Nothing herein shall be deemed to prohibit the use and ownership of service animal or emotional support animal, as permitted by law with proper documentation and subject to the Governing Documents.

**Section 11: Trash and Garbage Disposal.** (Section 5.18)

1. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or common property except in sanitary containers located in appropriate areas screened and concealed from view.
2. On non pick up days, Trash and sanitary containers must be stowed in the garage, behind a fence, and concealed from street view.
3. Acceptable types of screening material are listed in Appendix C.

**Section 12: Mailboxes.**

1. All mailboxes and mailbox posts shall be clean, freshly painted, in good repair and properly anchored into the ground.
2. Boxes themselves must have a functioning flag and door.
3. Mailboxes must be maintained 41"-45" in height from the road or Lot surface.
4. No rust or fading or other deterioration must be visible.
5. House numbers must be clearly displayed on the exterior of a home or on the Lot mailbox. Any missing house numbers shall be immediately replaced.
6. Newspaper or other tubes are not permitted, unless a part of one mailbox piece.

**Section 13: Storage.**

1. No lot shall be used for the storage of rubbish and/or equipment. No items may be stored in the driveway, front porch or on the sides of the home.
2. All outdoor clothes hanging and drying activities should not be visible from any front street or public view.

**Section 14: Vehicles and Parking.** (Section 5.24)

1. The following definitions shall apply for purposes of this section:
  - a) "Boat" means anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons or personal property.

This section shall not prohibit the use of a pool raft or other pool personal flotation or safety device in a pool.

- b) "Camper" means any vehicle, vehicle attachment, vehicle topper, trailer or other enclosure or device of any kind whatsoever, manufactured, designed, marketed, or used for the purpose of camping, recreational or temporary housing of a person or persons or their personal property.
  - c) "Commercial Vehicle" means all vehicles, which from viewing the exterior of the vehicle or any portion thereof, shows any marking, sign, display, lettering, color, logo, business name, tools, equipment, commercial carrier/roof rack, or anything indicating the trade or occupation of the owner or operator of the vehicle, but shall not include police or military vehicles. A commercial vehicle shall further include any vehicle not intended for passengers; semi-trucks; any vehicle with solid side or solid rear panels; and any vehicle intended for carrying more than ten (10) passengers. This section shall not apply to any parking pass or small window parking decal required by an employer, school, Association, or government agency visible from the exterior of the vehicle. Police, military and first responder vehicles, as protected by law, are not considered Commercial Vehicles.
  - d) "Recreational Vehicles" shall include any boat, mobile home, trailer (either with or without wheels), motor home, tractor, truck, camper, including popup campers and pull behind campers, motorized campers and/or trailers, and any vehicle equipped to provide living quarters while traveling and/or provide living accommodations combined with a vehicle engine, as well as golf carts, motorized go-carts or any other related form of device for transportation.
- 2. Private passenger vehicles shall be parked, stored, or kept wholly within driveways and garages. They may not be parked or stored on lawns. Private vehicles may be temporarily parked on the street but must not obstruct the flow of traffic.
  - 3. Vehicles that are incapable of moving on their own power, not properly licensed, or parked on grass or fire lanes will be subject to towing at the Owner or occupant's expense by an approved towing company.
  - 4. All vehicles must have current registration, be operational, and may not be visibly stored onsite if in excessive disrepair.
  - 5. Parking on any lawn or landscaped area within the Properties or a Lot, is prohibited, unless the vehicle is parked in the rear of the Lot and enclosed behind a six (6) foot tall fence. No tires of a vehicle should be touching the grass, lawn, or landscaped area within the Properties or on a Lot. No vehicle, boat, trailer, camper, or other recreational or commercial vehicle may be parked overnight on the community streets. Additionally, no vehicle, boat, trailer, camper, or other recreational or commercial vehicle may be parked, stored, kept maintained and/or restored on the community streets, except (i) for emergency repairs to a temporarily disabled vehicle, (ii) for reasonable deliveries,

loading, unloading and construction operations and activities with respect to any Lot; (iii) as a result of police, fire or other emergency or (iv) in connection with reasonable social gatherings, unless the Association determines that parking on the community streets, as a result of such gatherings, is creating a nuisance, when it from time to time may adopt, amend and enforce uniform rules and regulations limiting such parking or such gatherings, or both.

Subject to the terms of this Section, there shall be no outside storage or parking within any Lot or within or upon any portion of the Properties of any Recreational Vehicle or Commercial Vehicle, unless enclosed in the garage on a Lot, provided the garage door remains closed while the Recreational Vehicle or Commercial Vehicle is stored in the garage or unless the Recreational Vehicle or Commercial Vehicle is stored in the rear of the home and enclosed behind a six (6) foot tall privacy fence. Notwithstanding the above, Recreational Vehicles are permitted within or upon the Lot for up to seven (7) consecutive days for the purpose of loading and unloading the Recreational Vehicle only so long as is required to load or unload the Recreational Vehicle and so long as the Recreational Vehicle is not blocking access or exits by residents or other vehicles. Boats may not be left moored in any body of water on the Properties.

6. Subject to the terms of this Section, there shall be no outside storage or parking within any Lot or within any portion of the common property or anywhere within or upon the Properties of any Commercial Vehicle. Notwithstanding the foregoing, Commercial Vehicles may be permitted within the Properties when providing a service or delivery within the community and then for only so long as may be reasonably required to provide that service or delivery or when parked inside a closed garage. A Commercial Vehicle, which fits wholly inside a garage, may be parked within the garage provided the garage door remains closed while the Commercial Vehicle is parked within the garage. Additionally, a Commercial Vehicle may be parked in the rear of the Lot, if fully enclosed behind a six (6) foot tall privacy fence.
7. Covering of a commercial marking, sign, display, lettering, and/or logo with a magnet on a private passenger vehicle when parked, stored, or kept wholly within driveways will avoid violation of this Section.

**Section 15: Fences.** (Section 5.19)

1. No fencing, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground, with a minimum fifteen (15) foot setback shall be constructed or maintained on any Lot.
2. No fence may be constructed in a utility easement.
3. Chain link fences are not permitted.
4. Fencing will be erected and installed so that posts will face to the interior of the Lot.

5. Fencing must be maintained in good condition. Broken or damaged slats must be replaced with the same material and paint and/or color of fence must be kept consistent.
6. Privacy fencing higher than 48" is not permitted on ponds or conservation lots, unless initially constructed prior to July 1, 2013.
7. Border hedges must be trimmed to maintain the same height requirements as the fence.
8. Acceptable types of fencing are listed in Appendix A.

## **Section 16: Lot Upkeep.**

### **1. General Exterior Maintenance.**

- a. Lots shall be maintained in good repair. Lots shall have the shrubs and trees regularly cut, trimmed, and fertilized. Dead trees, plants and bushes must be removed and replaced. Dead or dying branches and palm fronds must be removed. Landscape beds must have weeds removed.
- b. Pedestrian sidewalks, driveways and walks to the home must be kept clean and free of stains and discolorations. They must also be edged to keep growth off the paved areas. (This includes all pedestrian sidewalks abutting the Lot).
- c. House numbers, if any, must be clearly displayed on the front of the home with numbers that contrast to the background of the surface to which they are affixed.
- d. House numbers must be clearly displayed on either the Lot mailbox or the exterior of the home on a Lot.
- e. Driveways and walks must be kept clean and free of stains, mildew, dirt, and discolorations. Driveways and walks must be edged to keep growth off paved areas.
- f. Homes shall be maintained free of mold, mildew and dirt on exterior surfaces.
- g. The exterior of a home shall be well maintained and shall not have noticeable variations in color on surfaces, fading, or discoloration. Additionally, exterior surfaces of a home shall not have any cracks in the surface, missing stucco, or damaged or sagging stucco. Paint should be uniform on the exterior of any home.
- h. Air conditioners, above ground tanks, water softener equipment, pool equipment, and other mechanical equipment servicing the home shall be screened from views or have shrubs placed around so as to screen from public view. No air conditioners are permitted to be placed in the windows of a home. (Examples of acceptable screening are shown in Appendix C.)
- i. Garden hoses & lawn watering equipment must be stored neatly on the sides or rear of the house when not in use.

- j. Hurricane Shutters, or protective covering a/k/a “boarding” may not be closed at any time other than during a tropical storm or hurricane watch or warning. Hurricane Shutters, or protective covering a/k/a “boarding” must be removed within fourteen (14) days after the threat of an approaching tropical storm or hurricane is over.
- k. Gravel driveway extensions are permitted, if well maintained, free of weeds, located in a clearly defined area, and as long as the gravel extension does not overflow into the road areas.

## **2. Lawn Standards.**

- a. The lawn (grass) areas that are sodded must not be overgrown with weeds that are visible from the sidewalk.
- a. Dead grass and weeds must be removed immediately.
- b. No grass or weed shall be permitted to grow to height of six (6) inches or more.
- c. The lawn shall be treated as needed for weed control, diseases, and lawn pests.
- d. All lawns must be mowed, edged, trimmed, and weeded along sidewalks, driveways, and roadway. Overgrown lawns are not permitted.

## **3. Window Treatments and Window Maintenance.**

- a. No newspaper, posters, aluminum foil, For Sale/Rent signs, political signs, bed sheets, towels, may be placed or used as window coverings in home windows. Customary window treatments shall be used for window coverings and no material other than the usual and customary window treatments shall be placed over the windows of any home.
- b. Any window treatment placed on windows in the front of the home should be in harmony with the color scheme of the house and must be replaced if visibly damaged or broken.
- c. Windows on the exterior of a home, garage, an/or garage door that have broken or missing glass must be repaired within fourteen (14) days.
- d. Windows that have missing or partially missing ‘decorative muntin bars’ (decorative plastic grid sometimes known as Mullions) on the windows need to repair the ‘decorative muntin bars’ to the original condition or remove them completely from all windows to display a consistent appearance on the home. (See Appendix E)

#### 4. Swimming Pools.

- a. Pool must be fenced or enclosed to comply with local laws.
- b. Hot tubs/spas must be located on a screened lanai or behind a fence.
- c. No above ground pools are permitted.

#### 5. Landscaping.

- a. No invasive (e.g. melaleuca, Brazilian pepper) plants are permitted.
- b. Mulched landscape beds and tree rings shall have fresh mulch applied at least once per year and replenished when bare spots are visible.
- c. If rocks are used as ground cover in landscape beds, they must be maintained in a clean appearance that is free of weeds and augmented if bare ground can be seen.
- d. No wood landscape edging is permitted.
- e. Acceptable types of landscape boarder are listed in Appendix B.

#### 6. Garages, Sheds, and Utility Buildings. (Section 5.14)

- a. Garage doors shall be maintained in good repair and good working order.
- b. Sheds and utility buildings are permitted in the rear of a Lot as long as the shed or utility building is fully enclosed by a six (6) foot tall privacy fence and not visible from any front street or public view.

#### 7. Gutters and Downspouts.

- a. Gutters are not mandatory; however, if installed, all gutters must match the exterior house color, trim color and/or window metal color.
- b. Gutter downspouts must not concentrate water flow onto neighboring properties.

#### 8. Solar Panels/Solar Collectors.

- a. Solar panels/solar collectors must not be installed so as to be visible from the street if reasonably possible. Exposed pipes, wiring, and junction boxes must be painted to match the existing color scheme of the house.

#### 9. Decorative Lighting/Décor.

- a. Decorative holiday decor and festival lighting is permitted during the winter holiday season (defined as November 15th to January 15th of the following year). Other holiday lighting may be installed thirty (30) days prior to the holiday and

removed within fifteen (15) days after the holiday, to include light clips and inflatables.

- b. Lighting display must not create a nuisance to neighbors or cause excessive traffic.

**Section 17: Structural Changes:**

1. Any addition, alteration or improvement in violation of the Association’s Governing Documents may be required to be removed at the direction of the Board of Directors. Any costs or expenses incurred shall be the Owners sole responsivity.

IN WITNESS WHEREOF, the Board of Directors has approved the provisions hereof on \_\_\_\_\_, at a duly called meeting of the Board at which a quorum was present, in accordance with the Association’s Governing Documents, and amends and supersedes any prior or inconsistent related rules.

_____	Date_____
James Mason – President	
_____	Date_____
_____ – Secretary	



## APPENDIX A: ACCEPTABLE TYPES OF FENCES

6 foot Lattice Top PVC fence



6' White PVC Fence



4' Wood Privacy Fence



4' Solid PVC Fence



6' Wood Privacy Fence





## APPENDIX B: ACCEPTABLE TYPES OF LANDSCAPE BORDER

CAST-IN-PLACE CURB TYPE (Decorative)  
(Curbing and color must be approved)

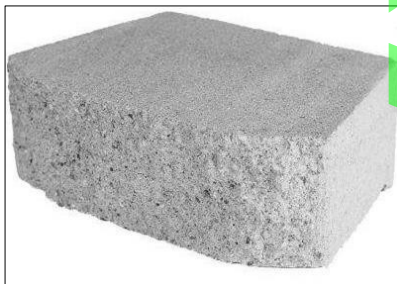


Tree Ring using Faux Stone Edging

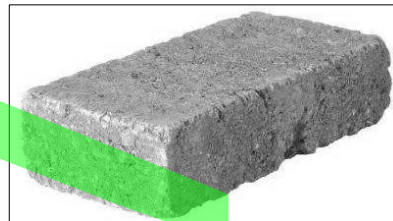


RETAINING WALL TYPE

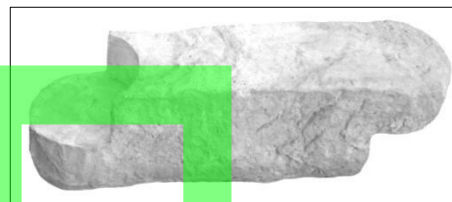
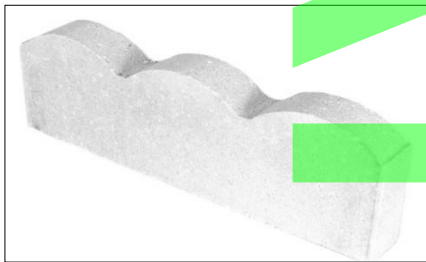
Wall Block



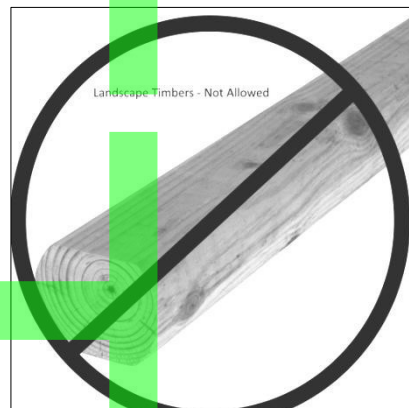
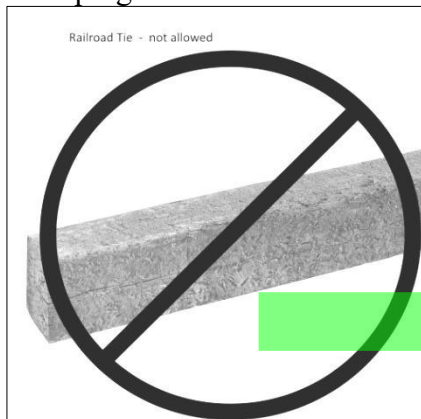
Wall Brick



FAUX STONE EDGING TYPE



Landscaping Timbers and Railroad Ties are **NOT permitted in the front lawns.**



## APPENDIX C

### Equipment screening examples



AC Unit Screened by White Vinyl Fence



Lattice Panel available at Big Box Store



Air Conditioner Unit Completely obscured by landscaping

## APPENDIX D

### Examples of allowed FOR SALE and FOR RENT signs (meeting regulations of community)



## APPENDIX E



Examples of missing or mismatched window grids that are unacceptable and needing to be repaired, replaced or removed.

