

**SAN SEBASTIAN HOMEOWNER'S ASSOCIATION**

290-295 NE 5<sup>TH</sup> AVE, DELRAY BEACH FL 33483

**RULES AND REGULATIONS**

**Exhibit "C"**  
**Initial Restrictions**

The following restrictions are covenants running with the land shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to procedures of the Declaration

1. General. The properties submitted to this Declaration shall be used only for residential recreational and related purposes consistent with this Declaration and any Supplemental Declaration. Such purposes may include, without limitation, an information center and/or a sales office for Declarant and/or any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A" or Exhibit "B", offices for any property manager retained by the Association, business offices for Declarant and the Association, and public facilities.
2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, Declarant or the Board of Directors:
  - 2.1. Parking of any vehicles on streets or thoroughfares, and private streets, specifically within the alleyways and paved areas adjacent to the building, or thoroughfares; parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages except temporarily during loading and unloading; however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias; and; **THERE SHALL BE NO PARKING PERMITTED WITHIN THE ALLEYWAY AREAS OF THE PROPERTY, INCLUDING THE AREAS ADJACENT TO THE GARAGES. ALL PARKING MUST BE WITHIN THE GARAGE OR OFF-SITE. The City and/or the Association may Impose fines for any Illegally parked vehicles. If any vehicles must be towed and/or incur for illegal parking, such fines shall be the sole responsibility of the Unit Owner. Further, the Association may incur fines from the City If the Unit Owner does not rectify any parking problem and should this be the case, the Unit Owner shall be solely responsible for reimbursing the Association.**
  - 2.2. Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs (except that no Pit Bulls are allowed), cats, or other usual and common 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 two animals); 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. If the pet owner fails to honor such a request the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling the person walking the dog shall clean up after it. Under no circumstances shall any pit bull dogs be permitted within the Community. No Pit Bulls shall be Permitted as a pet in any Unit under any Circumstances. Pets Shall not be registered, licensed, and inoculated as required by law; and
  - 2.3. Any activity which emits foul or obnoxious odors outside the Lot or creates an unreasonable level of noise or other conditions which tend, in the Board's judgment, to unreasonably disturb the peace or threaten the safety of the occupants of other Lots (this paragraph shall not preclude normal and customary use of power tools, lawn mowers, and other yard maintenance equipment) during reasonable hours); and
  - 2.4. Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation and



- 2.5. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy or noisy condition to exist outside of enclosed structures on the Lot; and
- 2.6. Any noxious or offensive activity which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots; and
- 2.7. Outside burning of trash, leaves, debris, or other materials, except during the normal course of construction by Declarant or a person authorized to do so by Declarant constructing a dwelling on a Lot; and
- 2.8. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Lots, except alarm devices used exclusively for security purposes; and
- 2.9. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except those fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff; and
- 2.10. Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups and then only in approved containers; and
- 2.11. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right however, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent; and
- 2.12. Discharge of firearms; provided, director, officer, employee or managing agent shall have any duty to become physically involved to stop such discharge; and
- 2.13. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers, pool, spa and hot tub heaters, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV; and
- 2.14. Any yard sale, garage sale, moving sale, rummage sale, or similar activity, except on such dates as the Board may designate for such activities to be conducted on a community-wide basis; and
- 2.15. Capturing, trapping, or killing of wildlife within the Community (other than by or on behalf of the Association, Declarant or by a representative or designee of a Governmental Authority except in circumstances posing an imminent threat to the safety of persons in the Community); and
- 2.16. Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, or air quality within the Community, (except as may be approved pursuant to Article IV), or which use excessive amounts of water, or which result in unreasonable levels of sound or light pollution; and
- 2.17. Conversion of any carport or garage to finished space for use as an apartment or other integral part the living area on any Lot without prior approval pursuant to Article IV, or use of any garage for storage or other purposes which preclude its use for parking of that number of vehicles for which was originally designed; and
- 2.18. Operation of motorized vehicles other than mowing equipment on pathways trails maintained by the Association; and
- 2.19. Swimming, boating, 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 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 Association 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; and
- 2.20. Entry onto any Lot for maintenance or other easement to access any lake, pond, preserve, or similar area within the Community, except that the Owner and occupants of a Lot abutting any such area may access such area at points along the common boundary between such Owner's Lot and such area (but shall not enter onto



other Lots or portions of any maintenance or other easement abutting any other Lot) and the authorized agents, employees, contractors, and designees of the Declarant or the Association may enter upon any Lot or maintenance or other easement for the purpose of gaining access to any such area; and

2.21. Any construction, erection, placement, or modification of any structure or thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, all signs, fences, basketball hoops, swing sets and similar sports and play equipment; children's play houses, clothes hanging devices, garbage cans; woodpiles; swimming pools, spas, and hot tubs, conditioner tanks, solar energy devices; piers and similar structures; and landscaping, hedges, wells, mailboxes, dog runs, animal pens, fences of any kind; satellite dishes and antennas, except that:

2.21.1. an antenna

2.21.1.1. designed to receive direct broadcast satellite services, including direct-to-home satellite services, which is one meter or less in diameter; or

2.21.1.2. designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, which is one meter or less in diameter or diagonal measurement, or

2.21.1.3. designed to receive television broadcast signals; ("**Permitted Antenna**") shall be permitted in rear yards of Lots or, if necessary to receive an acceptable quality signal, in side yards or front yards, in that order of preference, provided, unless prohibited by applicable law, installation in the front yard of a Lot shall be subject to review and approval pursuant to Article IV of the Declaration, which review shall be completed within seven days of receipt of the application for review. The Reviewer or the Architectural Guidelines may impose requirements to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

2.22. **Holiday Decorations.** A reasonable number of holiday and religious lights and decorations may be displayed on a Lot for up to 30 days prior to a publicly observed holiday or religious observance and up to 30 days thereafter without prior approval, subject to the right of the Association or Declarant to require removal of any such decorations which it deems to (A) excessive in number, size, or brightness, relative to other in the area; (B) draw excessive attention or traffic; (C) unreasonably interfere with the use and enjoyment of neighboring properties; or (D) cause a dangerous condition to exist. The Association shall have the right upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence; and

2.23. one United States flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung without prior approval from flagpoles not exceeding 72" in length or 2" in diameter, mounted on the exterior facade of the dwelling at a location approved pursuant to Article IV of the Declaration;

2.24. picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify, ridicule, denigrate, or impugn the character of Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Community. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech;



- 2.25. any activity which generates a level of audible to occupants of other Lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties music, and other activities conducted outdoors or on porches or decks) between the hours of 11:00 p.m. and 8:00 a.m., except that during the construction of dwellings on the Lots, Declarant and builders may commence construction activities within the Community at 7:00 a.m.;
- 2.26. door-to-door solicitation;
- 2.27. **Window Treatments.** All windows and/or glass doors shall be covered with blinds, drapes, or verticals, and must have a white or neutral color back. The view of these permitted window and glass door treatments for the outside of the home must be white or neutral colored. No sheets or other materials may be hung over windows and glass doors. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.
- 2.28. **Landscaping.** Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed six (6) inches in height). Any changes to the installed landscaping will be governed by the Architectural Guidelines as set forth by the Board, pursuant to Section 8 of the Declaration.
- 2.29. **Exterior Finish.** All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ARC. unpainted concrete block surfaces shall be visible on any exterior wall. Notwithstanding the foregoing, the ARC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate unique or advanced building concept, design, or material, and the resulting structure will not deter from the general appearance of the neighborhood.
- 2.30. **Mailboxes.** Mailboxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ARC. If the Postal Service requires the use of cluster type mailboxes, such mailboxes shall be erected and maintained by the Association within the Community within the right-of-way of the Private Streets or on other Common Property and Limited Common Property at locations required or approved by the Postal Service. If the Postal Service provides door-to-door delivery service, each Owner shall be responsible for erecting and maintaining the Owner's mailbox in accordance with Postal Service regulations, subject to approval of the ARC of any deviation from the original mailbox installed by the Declarant.
- 2.31. **Maintenance of Premises and Landscaping.** No weeds, underbrush, or other unsightly growth shall be permitted to or remain upon any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot. All lawns, landscaping and irrigation systems, and any property, structure, improvement and appurtenance shall be kept in good safe, clean, neat and attractive condition. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn landscape areas, with underground irrigation systems, to the pavement edge of any abutting streets and to the water line of any abutting lakes, canals or water bodies No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan.
- 2.32. **No Interference With Completion.** Neither the ARC nor any Owner shall interfere with Declarant's completion and sale of the Units.
- 2.33. **Hurricane Shutters.** Any hurricane or other protective devices visible from outside a Unit shall be of a type approved by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane Shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed and opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.
- 2.34. **Fences, Walls, Hedge.** No fence, walls, or hedge-be erected or maintained on any Lot except for (1) fences, walls, and hedges erected in conjunction with model homes or sales offices, (2) Common Areas or Limited Common Areas walls, fences, hedges, or buffering screening structures, landscaping or improvements



erected by the Declarant the Association, (3) fences, walls, and hedges erected by the Declarant as part of the original architecture of the Unit to which they are appurtenant and in compliance with the plans and specifications therefor approved by the Declarant or the ARC. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 2.35. **Assumption of Risk.** Without limiting any other provision herein, each person within any portion of the Common Areas or Limited Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas or Limited Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community, and (e) design of any portion of the Community. Each such person also expressly indemnifies and agrees to hold harmless Declarant, Association, and all employees, directors, Representatives, officers, and agents of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas Limited Common Areas, including without limitation, for reasonable attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and Limited Common Areas, including without limitation, all water bodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, SNAKES, RACCOONS, DEER SWINE, TURKEYS AND FOXES. DECLARANT AND ASSOCIATION, SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY

3. **Prohibited Conditions.** The following shall be prohibited in the Community:

- 3.1. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;
- 3.2. Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, canals, or other ground or surface waters within the Community, except that Declarant, its designees, and the Association shall have the right to draw water from such sources
- 3.3. Above ground swimming pools;
- 3.4. Window air conditioning units.
- 3.5. There shall be no parking whatsoever along the roadways running between the buildings, including the paver areas adjacent to the garages.