

# Chateau in the Pines I Homeowner's Association, Inc. Rules and Regulations

The following rules and regulations are adopted by the Board pursuant to documentary authority. Compliance with these rules is mandatory for all owners, tenants, and guests.

Owners are responsible for the actions of tenants and guests.

A draft was made available to all owners for review and comment prior to Board approval.

Owners agree to abide by all provisions to ensure the safety and financial stability of the Association. Owners with rental units agree to provide a copy of this document to their tenants and to ensure adherence by tenants to all provisions.

Visit: chateauinthepines.com for Association news and updates.

#### **Fines and Legal Actions**

Owners who violate the Association's governing documents, including these Rules and Regulations are subject to fines, suspensions and/or legal action.

In cases where violation letters for exterior issues written by the Board or property management are ignored, violations will be referred to the Association attorney. The initial cost is \$300.00 for attorney involvement (usually a letter of demand). If an action escalates past initial attorney involvement, further necessary action by the attorney (such as pre-suit mediation or filing of a lawsuit) will incur additional costs and attorney's fees to the owner. The Association can seek to recover all costs and fees incurred in the enforcement of its documents as provided in the Declarations.

To avoid unnecessary legal and financial burdens to the Association, owners should attend to exterior violations quickly, before the Board must involve the Association attorney.

#### **Alterations to Exterior of Apartment**

Each owner is responsible for maintenance of the exterior walls, roof and patio area of their home, all of which will be kept in good condition.

Repairs which are required to prevent water leakage or damage to any parts of the building (the owner's unit or other units) will be completed at the expense of the owner. The determination of upkeep is at the discretion of the Board as the elected representative of the Association.

If an owner fails to properly maintain or repair exterior components, the Association will provide a 30-day notice of violation. If an owner neglects to act, after the third 30-day notice of violation, the Association will forward the violation to the attorney for action.

Notice will be provided to homeowners, to the address on record (either via mail, electronic mail, or both) when maintenance is required. The appearance of the exterior shall not be altered from the approved community standards, and all improvements, repairs or changes are prohibited unless formally approved in advance by the Board of Directors, hereinafter referred to as the Board. Please access your portal or contact the Association property manager for guidance.

#### **Architectural Review (ARC)**

To ensure community standards, ALL exterior changes and alterations to apartments (of any proportion and even when only replacing existing elements), MUST be pre-approved. An approved ARC will provide you with information to complete your project to meet Association standards.

- Roof replacement or repair. The Board uses state and industry guidance when determining if roof replacement is necessary. If your roof reaches 15 years in age (as determined by city permit), you will be required to replace your roof.
- Shake replacement, repair, or cleaning. Mansard shakes, soffits and gutters must be kept clean and free of mold or mildew. Plants may not grow on shakes (air plants or other plant growth) or in gutters. Staining due to blocked gutters will require cleaning. See the community website for information on shake maintenance and proper cleaning techniques. If your Mansard is deemed to be significantly damaged as determined by the Board in its reasonable discretion, you are required to replace it.
- Either red cedar or composite shakes (color and brand approved by the Board) may be used for replacement.
  - If replacing with wood, you must use Red Cedar shakes.
  - If replacing with composite materials, the following product has been approved by the Board: Brava Brand in Lake Forest finish. If you want to use a different product, brand, or color, you must first provide information to the property manager and the Board, and they will decide if approval is warranted.
- Fence and gate replacement or repair. Fences must be kept in good condition. Loose, cracked, or missing pickets, sagging or broken gates or stringers, and leaning posts and fence sections will be cited. Fence stain must adhere to the approved colors. Do not attempt to color match your existing color as it will have faded. Refer to the color requirements at the end of this document for more information. If your fence or gate is deemed to be significantly damaged as determined by the Board in its reasonable discretion, you are required to replace it.
- Balcony replacement or repair. Balconies must be kept in good condition. Loose, cracked, or missing balusters, sagging or broken stringers and leaning posts will be cited. Faded or discolored elements will be cited. Balcony stain must adhere to the approved colors. Do not attempt to color match your existing color as it will have faded. If your balconies are deemed to be significantly damaged, you are required to replace them.

You must adhere to code enforcement guidelines when replacing balconies. Wood or composite products may be used, and completed projects must closely match in style to the samples included at the end of this document. If your balconies are deemed to be significantly damaged as determined by the Board in its reasonable discretion, you are required to replace.

- Balcony slab cleaning/painting. Balcony slabs (outward facing front and sides) must be kept free of mold, mildew, algae, and stains. Regular cleaning and painting with the approved stucco color is required. Mold, stains, algae, or mildew on balcony slabs will require frequent attention in humid months. Refer to the color requirements at the end of this document for more information.
- Garden window repair or replacement. If your garden window has broken glass, sagging sashes or is otherwise unkept, you will be asked to repair or replace it. Note that if you choose to replace your garden window with a standard window, impact glass or shutters will be required per building codes. You may elect to install a side-to-side or updown slider that conforms to current city, county and state guidelines. See examples at the end of this document.
- Miscellaneous. To maintain community standards, you may receive other notices. While
  not all instances can be listed, past items have included pets that are chained outside of
  patio fenced areas, signs or other items being hung on balconies and fences, excess
  statuary in the area around the fence, miscellaneous items being stored outside of
  fenced patios, invasive plantings, and bikes being left or chained outside of fenced
  areas.
- Parking area tree trimming. The Association does not trim trees over parking areas.
   Owners may choose to trim trees overhanging assigned vehicle parking spaces at their expense.

If you receive a violation notice, please immediately reach out to the property manager if you have any questions about how you should proceed.

There is no need to reach out to the property manager or the Board unless you have questions. The Board inspects monthly, and once an issue is satisfactorily resolved, the violation will be cleared, and you will not receive any additional letters.

Visit your owner portal to locate the Architectural Review (ARC) form and follow the instructions on the form. You may also be required to submit permitting information, vendor/contractor licensing information, contracts, renderings, sketches, layouts, or drawings, with your project. In general, the following will be required with your ARC:

- Roofing replacement: contract, permit, contractor's license and insurance information. Roofing must adhere to current city, county and state requirements and regulations.
- **Shake replacement:** contract, permit, contractor's license and insurance information. For composite shakes, include the manufacturer and the color for Board approval.
- **Gutter replacement** or new installation: contractor's insurance (permits are not required for gutter work in the city of West Melbourne). Gutters must be bronze finish.
- **Fence and balcony repairs:** (replacing some but not entire structures) you only need to send in your ARC request.

- Garden window replacement: contract, permit, contractor's license and insurance information.
- Fence and balcony replacement: (full structural replacement is required) contractor's license and insurance and permit when required.
- Plantings outside of the fenced area: a sketch or drawing of the layout and a list of the types of plants with your submission.
- Painting or staining: if you're doing the work yourself, submit your ARC for approval. If you're hiring a contractor, include insurance information.
- Parking area tree trimming: A sketch or list of the trees or areas you wish to trim along with your contractor/vendor's license and insurance information.
- For any other jobs or if you're unsure, submit your ARC with as much information as possible, and the Board and/or property manager will reply to you if additional information is needed.

Owners/Occupants who do not have approval for modifications, alterations, or repairs will be notified by the property manager and/or Association attorney to cease and desist until such time as an ARC is submitted and Board approved.

#### **New Owners**

Owners must submit the Occupant Information Form within 30 days of purchase.

Pool keys follow the sale of a unit. If you have recently purchased your unit, you should have been provided with a pool key along with your unit keys at closing. If you were not given a pool key at closing, you may purchase a key by contacting the property manager.

#### Rental Information

Prior to leasing or rental, owners are required to submit a lease, tenant background check for all adults in the unit, a completed homeowner/tenant information form (including contact information such as tenant phone numbers and email addresses), and acknowledgement that the community rules and regulations have been provided to occupants.

Owners are **required** to supply their rental unit with a pool key. In cases of damage to the pool fence from tenants jumping the fence to gain access, when individuals are identified, owners will be held liable for repairs by an approved contractor or handyman selected by the Board. Further, the Board will vote to suspend rights to use for all amenities after notice and hearing to the owner, prohibiting the tenant and their family members from using the facilities.

Once a property is rented, dual rights to pool use are prohibited. Owners may only use the pool as guests of their tenants once a unit is rented.

It is the responsibility of the owner to notify tenants as may be required for Association business or in cases where there are issues that may impact tenants. Owners will be provided with electronic notice through their portal, and they must timely notify their tenants.

Notice of community work is posted at the mail station once work has been scheduled. Remind your tenants to take heed of bulletin announcements.

The Board and/or property manager will notify tenants directly by sending copies of ongoing or repeated unit violations to tenants.

If Association work requires tenant vehicles to be moved and tenants are not timely notified by the owner, the Board will arrange towing at the owner's expense without notice. While it is not a requirement, the property manager will attempt to notify tenants, but ultimately, notification should be completed by the owner of the property.

#### **Common Area**

No personal property or obstruction may be placed in or on any common area. Personal property on common grounds or sidewalks, or items outside of patio fences is subject to immediate disposal without notification.

Owners are responsible for the actions of their family members, guests, and tenants while using the common areas.

Residents and guests may not engage in conduct or actions that interfere with the rights or enjoyment of others. Examples include but are not limited to loud music, excessive noise, sounds, smoke or toxic smells, and consistent barking of dogs.

Owners are responsible for any damage that they, their tenants, or guests may cause.

#### **Association/Management Employees**

No owner or resident shall interfere with employees working for the Association. Services contracted between an owner or resident, and an Association employee are independent of the employee's work for the Association and must be paid for by the homeowner or resident. The Association assumes no responsibility for these arrangements.

#### Parking, Vehicles, and Roadways

Two numbered parking spaces are assigned to each unit. (see assignments for your unit at the end of this document). If you have a commercial vehicle, you may use your assigned spaces to park.

In perimeter lots (A, B, C, D and F), use only the parking spaces designated for your unit. Additional vehicles must use the unmarked guest parking located north of buildings 60 and 62, on the north side of Lots E and G.

Each vehicle must be parked within a lined, numbered space and not sideways or in a driveway area.

From time to time, parking spaces may be reassigned by the Association as stated in the Association Covenants. Notice will be provided if reassignment is required.

No parking or driving is allowed on grass areas. Underground or surface damage may occur from vehicles parking in prohibited areas. In cases where the Association must pay to make repairs, unit owners will be assessed where illegally parked vehicles are noted.

Trucks more than 26,000 pounds and 3 or more axles, boats, trailers (of any size or description), campers, or recreational vehicles must be parked in the area south of the pool and north of

buildings 60 and 62 (Lots E and G), but for no longer than (7) seven days in any (1) one month unless authorized in advance in writing by the Board of Chateau in the Pines 1. Requests must be made by contacting the Property Management Company. Any vehicles in violation of these stipulations will be towed without notice.

No repair or maintenance (changing oil, flushing radiators, changing tires, etc.) of any vehicle (except for car washing) is to be performed in any parking lot or common area.

Any repairs for damage to Association property caused by vehicle maintenance will be charged to the apartment owner.

Owners whose spaces are used by others may choose to tow vehicles from their assigned spaces without notice. Towing agent information with telephone number is posted at the entrance of the neighborhood, next to building 39.

Vehicles with expired registration and derelict vehicles (non-working, on blocks, with flat tires, etc.) are not permitted anywhere on Association property and are subject to towing. When a derelict, abandoned, or otherwise inoperative vehicle is parked on Association property, the vehicle will be towed and stored at the vehicle owner's expense. No notice will be provided in cases where vehicles are suspected of being abandoned, derelict or otherwise inoperative.

The speed limit on Piney Branch Way: 15 miles per hour. Parking is not allowed on Piney Branch Way. Temporary roadway parking is limited to active loading/unloading of a few minutes' duration.

If contractors need close access to a home, they may park on roadways provided they do not block the flow of traffic; use of traffic cones for visibility is required. Contractors may be permitted to drive in grassy areas only with Board pre-approval in writing. Contact the property manager to gain permission BEFORE allowing contractors into grassy areas to avoid the potential of costly plumbing or drain repairs at your expense.

Electric Vehicle Charging. Roadways may not be used to charge electric vehicles. Vehicles must be charged only from assigned parking spaces and owners may not create any trip hazards when charging. Charging cords may not be placed over or across sidewalk areas or in front of units unless a cable protector is used.

#### **Pets and Wild Animals**

**Pets**. ALL animals must be registered with the Association and as provided by statute and local regulations. All residents must include registration information with the Occupant Information Form upon initial lease or purchase. For rentals, the owner of the apartment is responsible for supplying this information to the Association or its agent in a timely manner.

Each unit is limited to TWO pets. Pet owners must keep the Board advised of new pets and when pets are deceased. All pets must be licensed in accordance with the law and proof of license must be submitted upon apartment purchase or lease.

No animal or pet exceeding thirty (30) pounds at maturity may be walked or kept on Association property.

Except as required by law, animals are not allowed in the pool or in the enclosed pool area.

All animals must be leashed, under complete control, and under the personal supervision of the owner or designee when on Association property. Electronic collars and leashes are not permitted (animals must be on a visible leash attached collar-to-hand, with exceptions as required by applicable law). Owners must clean up waste deposited by their animals and dispose of it in a sanitary manner.

Brevard County Animal Services will be called to collect unsupervised animals on CITP property. The Board may place traps in common areas for control of diseased wildlife. If your pet is trapped, Animal Control will be contacted to remove the animal. For more information on animal enforcement in Brevard County, click here.

Non-native/exotic pets/livestock are prohibited. Please see the <u>Florida Fish and Wildlife non-Native Species web page for more information</u> on non-native animals. Livestock (fowl, goats, pigs including miniature pigs, etc.) are prohibited.

**Wild Animals**. In cases of disease (rabies, leprosy, bird flu, or other communicable or transmissible wild animal-human disease) the Association follows the guidance of Animal Services to trap animals. Do not feed wild animals (birds, squirrels, feral/wild cats, etc.).

Securely close dumpster lids to prevent raccoon entry. Review the FWS raccoon safety sheet which you can find on the <u>CITP I community website</u>.

**Aggressive, Off-Leash, or Unattended Animals**. Call Brevard County Animal Services if you see an animal running loose in the neighborhood, or if you are concerned about aggressive pets or wild animals. Please visit the <u>Brevard County Animal Services Affidavit page for more information</u>.

You may also elect to contact our property management company with information (date, time, photos).

#### **Pool and Recreation Area**

**Pool Use**. Use of the pool is at the risk of the individual. In no case shall the Association be held liable. The pool is open from dawn until dusk and except as required by law animals are not allowed in the pool or in the enclosed pool area.

Skateboards, bicycles, and similar equipment are not allowed inside the enclosed pool area. Oversize floats and rafts exceeding 6 feet by 3 feet are prohibited. Any activity such as running, diving, or horseplay is not permitted. The cabana/garden hose is not for personal use.

People with contagious or infectious health conditions (i.e., colds, ear infections, skin diseases or abrasions) are not permitted in the pool. People who are incontinent or not toilet trained must wear waterproof plastic pants when in the pool. People with diarrhea are not permitted in the pool.

All must wear a minimum of a swimming suit to and from the pool area.

Sunscreen/Lotions, creams and oils must be removed before entering the pool and must not damage the deck furniture (use a towel).

The pool is for resident use only and may not be used for profit or gain.

Food and drinks in the pool area must be in unbreakable containers; no glass is allowed inside the fenced pool area. Dispose of your items when leaving the pool area.

**Pool Safety**. Ensure that the gate closes securely when entering or leaving the pool area. All people who are not proficient swimmers must be accompanied by an adult who is physically and emotionally capable of rendering emergency assistance. The safety ring and hook are for emergency use only.

**Miscellaneous**. Residents may bring their own umbrellas, floats, chairs and personal items. Personal items left behind will be immediately disposed of. Furniture and equipment may not be removed from the pool area.

**Pool Keys**. Pool keys follow apartment sale. If you are not given a key at closing, contact the property manager. The replacement fee is \$50. If you are leasing and purchase a key, you may return the key for reimbursement or leave the key with the unit owner when moving. If a key is lost, the replacement fee is \$50. Owners of rental units are **required** to supply tenants with a pool key.

Parties and Celebrations. To request a celebration or party in the pool area, a 10-business day advance notice to the property manager is required along with a \$100 deposit. Deposits are returned if the area is left in good condition. There can be no damage to fixtures or furniture, and all trash must be removed to a dumpster. Do not overfill the pool trash receptacles. Parties are limited to two hours, and fully private events are not permitted. You may arrange a celebration with the property manager however others may not be deprived of use. No more than 15 people may be in the pool at one time. The pool may not be reserved on Holidays or Holiday weekends. If you reserve the pool for an event, pool hours must be adhered to.

**Pool Closure**. The pool is closed when there is an official announcement of inclement weather from an authority (i.e., a government entity, a local authority, etc.) and in cases of public health threats. Closure will follow relevant and current CDC/government guidelines.

**Recreation Area.** The empty lot on the west side of the swimming pool is designated as a recreation area. Use is restricted to dawn until dusk only. Do not leave trash in this area. Disruptive behavior (i.e., loud music, language, loitering) is not allowed, and law enforcement will be notified if disruption to unit owners occurs.

#### Miscellaneous

Holiday decorations (twinkle lights, blow-up lawn decorations, etc.) may be displayed from balconies or hung on the outside of windows or fences of any unit but must be removed within 15 calendar days following the holiday. White patio lighting is allowed year-round; colored lighting is considered "holiday" lighting and must be removed as stated above.

No clothing, linens, towels, etc. shall be hung from balcony railings nor be draped over fences. Balconies and patio roofs are not to be used as storage areas and must always be kept clean and tidy. No plants or decorations may be hung or intertwined on balcony railings or through/over fences.

Gardening items, building supplies, tools, etc. must be stored inside the fenced patio area. Items may not be visible from the exterior of the unit. Freestanding storage sheds may not exceed fence height at its highest point.

Signs are not allowed except "for sale" or "for rent," which must be located only on the subject property. Signs may not be placed in areas where they will disrupt mowing or other lawn services. You may place for sale or rent signage on the unit fence (facing outward), on the unit balconies, or in the ground against the fence.

Windows and sliding doors must be covered with appropriate window dressings (curtains, drapes, vertical or slat-blinds). Window dressings that face into the community from the second floor or garden window must be neutral in color (white, cream, off white, light gray) and in good condition without significant defects. No bright or vivid colors are permitted. Blinds shall not have missing, bent, or broken slats. Draperies and curtains shall not contain visible stains or tears. No reflective materials, tin, or aluminum foil are allowed as window coverings or coatings.

Waste Management. Please work with the Association to keep dumpster areas tidy and free of debris. ALWAYS close the lids/sliders on dumpsters to prevent racoons from entering. Please break down large items before placing them in the dumpster.

For oversize items that cannot be broken down, place beside the dumpster (do not block truck access and do not lean items on the dumpster). The Association may use camera surveillance in Waste Management dumpster areas. Individual owners will be charged the Waste Management fee of \$150 for chronic large item pick-up. The Board will determine when charges are warranted.

Owners will be charged a clean-up fee of \$100 for leaving the area in disarray when it is determined (and verified) that unit trash has been left outside of a dumpster. The Board will determine when charges are warranted.

### **Planting and Gardening**

Individual plantings are permitted outside of unit patio areas (common ground) with ARC approval only. Use the Architectural Review form located on your owner portal. A rough sketch, including a list of the types of plants, number and colors, and locations is required. The Association reserves the right to immediately remove any items (plants, seating, statuary, etc.) that have not been approved by ARC (owner notification may be provided but is not required).

Renters are not permitted to send ARC requests; renters may have owners do so on their behalf, however the owner is responsible for upkeep of the area. When renters move, owners may be required to remove any planting or landscaping outside of the fenced area that a renter has installed. Plants in containers that are outside of the unit's fence must be removed by owners/renters upon selling or moving. Container plants that are left behind will be disposed of by the Association.

Plants must be non-invasive. Nuisance plants are not permitted; these include plants that have invasive roots (i.e., Ficus, money trees, etc.). Root systems can cause damage to sidewalks, cement pads, and plumbing pipes that are present throughout our community. If a nuisance

plant installed by an owner causes damage to any common area, the owner will be held responsible for any costs of repair or restoration.

Owners who do not want service (weeding, trimming, etc.) must add reflectors to planted areas outside of the fenced patio. Absent reflectors, areas will be maintained by the vendor. If an owner elects to maintain a planted area and the area becomes unkept, notices of violation according to the Association's binding documents will be sent to the owner.

Container plants must be in decorative plant containers only. Three large (more than 20 gallon) containers are allowed per side. in addition, up to five small (less than 20 gallon) containers are allowed per side. Containers must be cohesive (of similar design and color) in any planted area. Gallon buckets, pickle containers, rusted pots, containers with peeling paint, and other nongarden specific items, are not permitted outside of fenced areas. Empty planters outside of the patio fences or unapproved statuary will be removed by the Association without notice. Plantings that have not been approved by ARC are also subject to immediate removal by the Association without notice.

Plants that grow over or through the fence must be regularly trimmed and may not interfere with regular maintenance of the patio fence. The owner is responsible for trimming back/cutting plantings inside the fence to keep the fence to community required standards. Plantings inside the fence that grow over and through the fence will be required to be removed by the owner. The Association will send a courtesy notice which will provide thirty (30) days' notice for the owner to attend to the issue. In cases where notices are ignored, the Association may elect to have the landscaping company remove the nuisance plant(s) and the owner will be billed for costs.

One (1) bench or garden seat is permitted per unit. Seating must be kept in good condition and must be designed specifically for gardens. Cement, metal or wood garden benches are permitted. Individual chairs that were designed for other purposes (patio chairs and tables, plastic stacking chairs, dining chairs, folding metal chairs, and the like) are not permitted. Benches may not interfere with regular mowing or trimming.

No more than one (1) statuary item (**including water features**) per fence side is permitted. Height may not exceed three (3) feet.

Artistic Additions (Flags, Chimes, etc.): These items are not permitted outside the fence. Flags, chimes and other artistic items may be placed inside the fence for personal enjoyment. If complaints are received from nearby owners regarding chime sounds, owners may be required to remove them.

Edgers, Pavers, and Mulch Containment: Edgers and pavers are permitted to contain mulch, river rock, support statuary, benches, and pots. A complimentary color is required (grays, browns, blacks or barn red).

Garden Bed Setbacks from Fence: Beds may extend up to three (3) feet from the fence onto common ground. In cases where there is a sidewalk or other permanent fixture, alignment of edgers, pavers or mulch to the permanent structure is acceptable.

Sidewalk/Garden Lighting: Lighting is permitted. Lighting cannot interfere with lawn mowing or edge trimming. Lighting may not impede any other owner's enjoyment of their outside spaces and may not be aimed toward the patios or parking spaces of others.

Variances may be approved in cases where the area outside of your fence does not support the above general rules. For example, areas where there is a significant amount of water runoff from a roof, areas where there is a lack of sunlight and which require a specific sort of planting or landscaping, and so on). Submit your ARC with specific information and the Board will determine if a variance can be approved.

#### **Security and Community Concerns**

Chateau in the Pines is a Crime Watch neighborhood.

**Fireworks**. The Association complies with all State and Local laws and ordinances regarding fireworks and incendiary devices. Residents are encouraged to familiarize themselves with these laws and ordinances. Authorities will be notified if laws and ordinances are broken. The following dates are the only designated holidays for fireworks use: (Florida State Statute 791.08): New Year's Day, Independence Day, New Year's Eve.

**Disaster Preparedness**. In the case of a major weather event, Board will secure common area items. Board members may solicit and accept the help of community owners, who volunteer at their own discretion and hold the Association harmless in the case of accident or injury. Items around the pool area will be stored inside the cabana restrooms or storage room.

**Hurricane Protection**. If tape, plywood, or any other non-professionally installed product is used for hurricane protection, it must be removed within one week after a storm threat is over. See the end of this document for acceptable example shutter styles.

**Insurance Claims**. For potential claims involving the Association master policy, first contact is required to be made with the Property Manager. Individual claims made directly to the insurer will not be processed and will be referred to the Property Manager.

**Complaints**. Owners may lodge written complaints to the Property Manager or by attending scheduled Board meetings. For violations of the Covenants, By Laws or Rules and Regulations, property management will notify the owner of record and/or tenants as necessary.

#### **Severability**

The Board, as deemed appropriate, may change or rescind any of these Rules and Regulations. The remaining articles shall remain in full force and effect.

All rules and regulations of the Chateau in the Pines I HOA, Inc. previously established or currently in effect are rescinded at the effective date of this revision.

## Parking Assignment

UNIT	LOT	SPACE	UNIT	LOT	SPACE
39A	A	6 AND 7	40A	В	3 AND 4
39B	A	8 AND 9	40B	В	1 AND 2
39C	A	1 AND 2	40C	В	6 AND 7
39D	A	3 AND 4	40D	В	5 AND 00
41A	A	5 AND 14	42A	С	1 AND 2
41B	Α	12 AND 13	42B	В	10 AND 11
41C	Α	15 AND 16	42C	В	8 AND 9
41D	Α	17 AND 18	42D	С	5 AND 6
43A	J	22 AND 23	44A	C	19 AND 20
43B	J	18 AND 19	44B	C	17 AND 18
43C	J	16 AND 17	44C	C	15 AND 16
43D	J	24 AND 25	44D	C	3 and 4
45A	J	9 AND 10	46A	С	13 AND 14
45B	J	11 AND 14	46B	С	7 AND 8
45C	Α	10 AND 11	46C	С	9 AND 10
45D	J	00 AND 15	46D	С	11 AND 12
47A	J	3 AND 4	48A	D	5 AND 6
47B	J	20 AND 21	48B	D	3 AND 4
47C	J	12 AND 13	48C	D	9 AND 10
47D	J	7 AND 8	48D	D	7 AND 8
49A	Н	4 AND 5	50A	D	17 AND 18
49B	Н	6 AND 7	50B	D	15 AND 16
49C	J	5 AND 6	50C	D	13 AND 14
49D	H	1 AND 2	50D	D	11 AND 12
52A	F	3 AND 4	60A	E	8 AND 9
52B	F	1 AND 2	60B	E	10 AND 11
52C	F	8 AND 9	60C	E	2 AND 3
52D	F	6 AND 7	60D	E	5 AND 6
62A	G	5 AND 6			
62B	G	1 AND 2			
62C	G	10 AND 11			
62D	G	8 AND 9			

#### **Approved Paint and Stain Colors**

There are TWO exterior color and design options you may choose for your home. No additional options will be considered. No matter the option you choose, you must complete an ARC when repairing, replacing, updating or otherwise altering the exterior of your home. No work may be started without an approved ARC. If you fail to receive an approved ARC, you will be required to cease any exterior work until you receive approval.

Faded stain, discolored, faded wood, or unapproved/mismatched colors will be cited with monthly inspections. We encourage you to ensure that you've selected an approved color for all exterior painting and staining before you begin your project.

You are not required to purchase a specific brand of paint, nor are you required to purchase from a specific store. Here you'll find chips for Behr brand, purchased at Home Depot, but you can purchase from ANY vendor, and use ANY brand provided the color and finish (stain, paint, sheen, etc.) match what's on this document.

Please pay close attention if you're planning a switch to the new color scheme (dawn gray and ice white) as you are required to paint/stain all exterior areas AT THE SAME TIME. There will be no "phase in" for these colors or fencing options. If you do not make your color switch within two months' time, you will be required to remove the new color.

You are <u>NOT</u> required to switch to the new color option. The new color option is in addition to our current color option. Either color scheme is an option moving forward.

You **ARE** required to COLOR MATCH the approved colors. DO NOT attempt to color match your existing colors as they will have faded. Match only to the colors on this document.

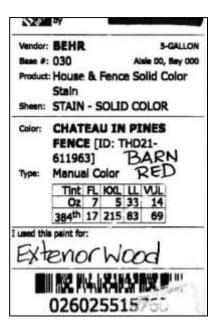
The members of your Board and/or your property manager are available for consultation. If you're planning to do any exterior repair, replacement or alterations, please reach out for guidance.

**OPTION 1: Barn Red with Cream-Yellow Stucco** 

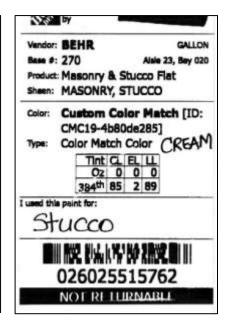


- All the following items must be stained with our custom "barn red" color:
  - Shadowbox (offset), dog eared wooden or composite fencing, wooden balconies, soffit
- Stucco painted to our custom "cream yellow" color, in a flat finish
- Bronze or white finish sliders and windows (all must be the same finish)
- Your front door may be any color

#### **Custom Barn Red and Cream Yellow**





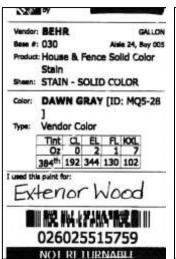


#### **OPTION 2: Dawn Gray and White**

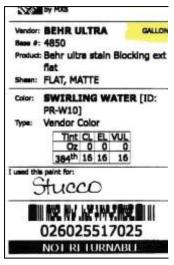


- The following must be stained with our custom "dawn gray" color
  - Shadowbox (offset), dog eared wooden or composite fencing, wooden balconies, soffit
- Stucco painted to our custom "ice white" color, in a flat finish
- Bronze or white finish sliders and windows (all must be the same finish)
- Your front door may be any color

## **Custom Gray and Custom White**









#### **Association Requirements: External Elements**

Per the association attorney's recommendation, photos of elements that may require maintenance follow.





Balconies may be completed with posts attached to the top of the slab, but if you have roll down hurricane shutters, this will decrease the amount of clearance to remove screens (you'll no longer be able to clear the space to remove screens when you need to completely replace them).

If you have roll-down hurricane shutters, placing the posts on the front of the slab will provide you with enough clearance to remove slider screens:



Note also that balusters must be trimmed to the top and bottom stringers (flat or angled) and that you must adhere to applicable city, county and state code for construction, including baluster spacing and balcony railing height.



Balcony: posts attached at the top of the stucco balcony slab



Balcony posts attached at the front of the stucco balcony slab

#### **Fence and Gate Maintenance**





Fence is plumb, free of missing pickets, and stained to the correct color. All pickets are level, stringers are straight and not sagging, and the gate swings freely without dragging on the ground. Approved fence stain color is used

## **Mansard Shake Cleaning, Repair and Replacement**



#### **Individual Shake Replacement**

Individual missing or damaged shakes may be replaced individually provided the replacement shakes are of the same finish as the original shakes (either red cedar or the same composite brand and color). Above note the mismatch due to incorrect replacement product (pine instead of red cedar).

#### **Red Cedar: Good Condition**





### **Red Cedar: Poor Condition (Full Replacement Required)**



Once shakes begin to stain, warp, curl, or fray, consider full replacement. The Board will send you a courtesy letter informing you to clean your shakes to see if they can be revived. If that's not possible, you'll be required to complete a full replacement.

#### **Composite: Brava Brand, Lake Forest Finish**



Above is a completed composite Mansard with Board approved brand and color.

#### **Balcony Slab Maintenance**

## **Balcony Slab: Good Condition**



The slab is free of mold and mildew. No missing stucco visible. The finish is painted with the approved color.

## **Balcony Slab: Poor Condition, Maintenance Required**



Slabs are discolored on front and sides. Each slab needs to be cleaned of mold/mildew and then painted with the approved color.

## **Garden Window Replacement**



Bronze Finish

White Finish

Choose either orientation or finish for garden window replacement. If you need to have the window framed, the frame must match all other wood elements of your unit.