

HOLLYWOOD OAKS HOMEOWNER

ASSOCIATION RULES AND REGULATIONS (2022)

1. The **Common Properties** and facilities, if any, shall not be obstructed or used for any purpose other than the purposes intended therefore. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.
2. The **Personal Property** of Owners must be stored in their respective Homes or in outside storage areas (if any are provided by Developer or approved by the Architectural Control Board).
3. No **Garbage carts**, supplies, milk bottles or other articles shall be placed on the exterior portions of any Home or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles shall be hung from or on the Home, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Home or Lot, except as provided in the Declaration with respect to refuse containers.
4. **Employees of the Association** are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
5. **Motor Vehicles**
 - a. No **motor vehicle**, which cannot operate on its own power, shall remain on the Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. All vehicles must be in good aesthetic condition, paint, and body structure. Vehicles, which are in violation of these rules and regulations, shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.
 - b. There shall be no vehicle operating in excess of the ***posted speed limits*** in the Association. Any violation of the posted speed limits shall result in a fine
6. **Disturbing Noises**
 - a. No Owner shall make or permit any *disturbing noises* in the Home or on the Lot by himself or his family, employees, agents, visitors or licensees, nor permit my conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Home or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time that disturbs other residents.

b. No Owner shall have **outdoor parties** such that it disturbs or annoys other residents applying reasonable standards. In no event shall any Owner permit any Owner or guest of Owner to have any alcoholic beverages outdoors in public view.

7. No **Electronic Equipment** may be permitted in or on any Home or Lot which interferes with the television or radio reception of another Home.

8. No **Vegetable Gardens** shall be permitted except in fully enclosed patio areas.

9. An Owner who plans to be absent during the **Hurricane Season** must prepare his Home and Lot prior to his departure by designating a responsible firm or individual to care for his Home and Lot. Shutters can be put up when storm is announced and must be removed within (7) days after storm passes. Residents who leave for extended periods may not leave the shutters up in the absence of an announced storm.

10. **Modifications And Repairs**

a. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Home without the prior written approval of the **Architectural Review Board (See attached form)**.

b. Notwithstanding anything to the contrary in these Rules and Regulations, no Owner shall make any modification, alteration, or the like, to any portion of the Owner's property other than that expressly approved in advance in writing by the Architectural Review Board. Any violation of this section will result in a fine, legal fees, and any costs incurred by the Association in the enforcement of this Rule and the remediation of Owner's property to the original condition. Additionally, the Owner's *gate privileges* suspended for the greater of a period of no less than seven (7) days or until the Owner cures the unauthorized modification, alternation or the like of the Owner's property.

RULE #10- B-1 adopted September 10, 2015

MODIFICATIONS AND REPAIRS:

ARC-Painting-Approval of exterior paint colors:

All homeowners wishing to re-paint any portion of the exterior of their homes must first submit any proposed colors to the Association for approval. The Association will first give preliminary approval of the colors chosen. Once preliminary approval is granted, the homeowner shall paint a 3x3 foot swatch on the exterior front wall of the home of the exact paint to be used. The Association shall then review the swatch(s) and determine if final approval is to be given. Both preliminary and final approval must be granted by the Association prior to the commencement of the re-painting. All approvals must be in writing.

In the event that any homeowner does not strictly follow these procedures, the Association, in its sole discretion, may require that the home be repainted at the homeowner 's expense, and the homeowner shall follow the procedures set forth herein for approval.

A violation of this procedure may result in a gate suspension & fine being levied against you at the maximum amount allowed by law.

- c. Allowed Times/Days for Contractors and Vendors: Except for emergency repairs (as may be determined by the Association in its sole discretion) or as excused by the Board of Directors, no vendors or contractors are allowed in the Association except for the following times:

Monday – Friday: 7am to 7pm

Saturday: 8am to 10am (work delivery that will not create loud or disturbing noise)

Saturday: 10am to 5pm (all other work)

Sunday: 10am to 5pm (permitted, if proposed work or delivery will not create loud noise or disturbance to neighbors) NO commercial deliveries without prior approval

Holidays – None permitted

Owners who violate this rule will be subject to a fine per occurrence.

11. a. **Children** will be the direct responsibility of their parents or legal guardians including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association - Loud noises will not be tolerated. *All children 10 years of age or older may use these facilities unaccompanied by an adult. i.e. basketball court, kiddy park*

b. All **Pets And Animals** shall be on a leash at all times when outside the Home, and each Owner shall be responsible for the immediate removal and disposition of any waste from any pet or animal subject to Section 92.23 of the City of Hollywood Code of Ordinances, as may be amended from time to time, or any successor statute. Any violation will be subject to a fine.

11 C. COMMON AREA- LAKES adopted May 11, 2016

No fishing, swimming in the lake at any time and No feeding of fish, ducks or any animal on common property. Owners, renters, residents and guests shall assume responsibility for violating this rule and all consequences of same. Further, no child shall be left unattended and otherwise unsupervised in any property that is not fenced in across the entire area bordering the lakes.

12. Every Owner and occupant shall comply with these **Rules And Regulations** as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to

recover sums due for damages, injunctive relief, or any combination thereof provided in the Declaration, the Association shall have the right to suspend the right to the use of recreation facilities, if any, in the event of failure to so comply.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulations herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

13. These **rules** and **regulations** shall not apply to the Developer, nor its affiliate agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Developer or Its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of, and under conditions and time limitations imposed by the Board.

RECREATIONAL FACILITIES

14. These **Rules and Regulations** govern the usage of the Hollywood Oaks Recreational Facilities, including the Recreation and Fitness Center, the Pool area, the Playground, the Tennis Courts, and the Basketball Court (collectively, the "Recreational Facilities").

14.a **Clubhouse: key for every resident adult and child 16 yr. or older. Replacement of lost key \$100.00. Upon sale of home, all keys assigned to household are to be transferred to new owner. Any replacement or additional keys requested by new owner will be \$100.00 each.**

14. (B) These **Rules and Regulations** govern the usage of the Hollywood Oaks Recreational Facilities, including the Recreation and Fitness Center, **Social Room**, the Pool area, the Playground, the Tennis Court and the Basketball Court (collectively, the "Recreational Facilities") **No Owner, Resident or Permitted Guest, shall cause a nuisance while at or while using any of the Association's Recreational Facilities. A nuisance includes, but is not limited to, playing loud music which disturbs other persons using the facility, damaging any part of the recreational facilities, screaming at and/or using threatening, profane, discriminatory, or derogatory language, towards an agent of the Association or another Owner, Resident, or Permitted Guest. Furthermore, if the Board of Directors deems the conduct of an Owner, Resident or Permitted Guest, has risen to the level of a nuisance, the Association may levy a fine against the Lot or suspend the use rights of**

that Lot for the resident gate and all of the Recreational Facilities, as authorized by Florida law.

15. **Usage of the Recreational Facilities** is limited to residents of Hollywood Oaks, any overnight guest of a resident, and any permitted guest (see below).
16. **Permitted Guests:** Guests (including children) may use the Recreational Facilities only when accompanied (at all times) by a resident to the same Facility. This restriction applies to all guests, irrespective as to whether the guest is a relative of a resident.
17. **Limitations of Permitted Guests:** For purposes of maximizing the availability of the Recreational Facilities to residents, and to limit the number of non-residents within the gates of the community, the following limitation on the number of guests shall apply to each type of Facility.
 - a. **Recreation And Fitness Center:** No more than two (2) permitted guests per accompanying resident.
 - b. **Pool:** No more than six (6) permitted guests per accompanying resident.
 - c. **Playground:** No more than six (6) permitted guests per accompanying resident.
 - d. **Tennis:** No more than four (4) permitted guests per accompanying resident. Residents and their permitted guest(s) shall be limited to one tennis court per resident household, unless the other courts are not in use.
 - e. **Basketball Courts:**
 1. Basketball Court Hours: 7:00 a.m. to 11:00 p.m.
 2. A maximum number of 12 people (including residents, players, spectators, guests) may be present at court at any one time.
Amended 5/09/2013
After 6 p.m., seven days per week, a maximum of (5) guests per household with a maximum of 12 people (including residents, players, spectators, guests) may be present at court.
 3. Players :10 years of age or older may use these facilities unaccompanied by an adult.
 4. A guest list must be provided to the Guard House for all nonresident Guests who a resident is inviting to utilize the basketball courts.
 5. Residents must register each guest at the Guard House in advance of play.

6. All drivers and all passengers must show proper identification to the Guardhouse.
 - a. Each individual shall be counted toward the allowed number of guests (regardless of whether they intend to play basketball or not).
 - b. If a resident is driving in, entering through the resident gate, and has passengers in their vehicle, those passengers must also register with the Guard House.
7. A resident must be present with their guests and be participating in any basketball game.
8. Officers on duty will determine
 - a. a) that no more than (12) people are at the court at one time, and
 - b. b) that all guests have registered. Security cameras will be viewed as needed to assist in this process. If there are non-registered guests, then the household will be considered in violation. It is the resident/household's responsibility to make sure all guests are registered.
9. All residents and guests must leave the courts by 11:00 p.m. closing time.
10. No foul language permitted and no loud noise. All residents are encouraged to contact the West Guard House to report any loud noise or foul language being heard from the basketball courts. Our security supervisor or city police will be contacted to approach the offenders.
11. Use of Courts: If a full court game is being conducted by one household and another resident wishes to utilize the court, after 15 minutes the original full court game should be terminated and become a half court game. This will allow the new arriving resident to use the other half court. The new resident does not have to permit the guests of the other household to share their half court.
12. Rollerblades, skateboards and bicycles are NOT permitted on the courts
13. Pets are NOT allowed in the Court area at any time
14. Basketball courts are for playing of basketball ONLY
15. Penalties:
 - 1st Incident: \$100. and 7- day gate suspension*
 - 2nd Incident: \$100. and 14-day gate suspension*
 - 3rd Incident: \$100 .and 14-day gate suspension*

18. **Children over** the age of *ten (10)* for Basketball may use facility unaccompanied by an adult. (13) years of age or older for Tennis. Sixteen (16) years of age or older for the Recreation Center and Swimming Pool or **must be** accompanied and supervised by an adult, who is eighteen (18) years or older, and who is a resident, an overnight guest, or a domestic employee of a resident ("Adult Supervisor").

19. **Residents are liable and responsible** for the compliance of these Rules and Regulations by permitted guest(s) and children under their supervision. Residents can be fined for the violation of these Rules and Regulations for their own violation, violation of their permitted guest, and children under their supervision.

Rule 20 USE OF POOL

- Diapers other than swim diapers in the Pool or Spa Are Prohibited. Persons of any age wearing diapers are not permitted in the main pool or spa. Only children who are toilet trained are permitted in the main pool or spa.
- Alcohol Beverages. These are not permitted in the pool or spa. They are also not permitted in the pool area, except at Board approved events.
- Breakable (Glass) Items. These are never permitted in the pool, spa or pool and spa area.
- Pool Furniture. To prolong the life of the pool furniture, the following is required of all persons using the pool furniture:
 - Persons wearing bathing suits and persons who have applied suntan lotion /sprays who want to use lounge chairs and table chairs are required to cover these with a towel large enough to cover the seating areas of these items so that they remain clean.
 - Persons with wet bathing suits must dry off before sitting on the furniture cushions.
 - Persons who have applied sun tan lotions and want to sit on the furniture cushions are required to use a big enough towel to cover the top and bottom of the furniture cushions.
- Play Equipment in the Pool. The only permitted items are pool noodles, waist or other swimming aids, and water aerobics items such as weights, belts and balls used by persons for exercise in the pool.
- Pool Area Clean-Up: Before leaving the pool or spa area, clean up the immediate area that you occupied. Use available trash cans in the pool area to dispose of your garbage/recyclables.
- Table and Standalone Umbrellas. Persons leaving a table with an open umbrella, or persons leaving after using an open standalone umbrella, must close the umbrella. a tie attached to the. Umbrellas left open present a safety hazard if a gust of wind blows them over.

Pool Permittee use and guests: No more than six (6) permitted guests per accompanying resident. (UNLESS PREVIOUSLY RESERVED AS A PARTY EVENT THRU MANAGEMENT)

Age restriction: Sixteen (16) years of age or older for the Swimming Pool or **must be** accompanied and supervised by an adult, who is eighteen (18) years or older, and who is a resident, an overnight guest, or a domestic employee of a resident ("Adult Supervisor").

POOL and Jacuzzi:

- a. **Hours:** *Dawn to Dusk*
- b. **Sickness:** Persons having colds, coughs, inflamed eyes, infections, open sores or wearing bandages shall not use the pool.
- c. **Prohibited Equipment:** No barbecues or breakable objects are permitted in the pool area.
- d. **Conduct:** No running, pushing, no diving, no dunking, no rough play or profane language will be permitted in the pool area. No loud radios shall be played in the pool or pool area.
- e. **Equipment Usage:** No user shall in any manner modify, alter or **make** a change to pool equipment including the heater for the pool. Before leaving, user shall return the lounges and chairs to their original locations.
- f. **Animals:** No animals are allowed in the pool or pool area (irrespective of whether the animal is leashed or caged).
- g. **Smoking:** Smoking is not permitted in the pool area.

Rule 21: Fitness Center & Yoga Room Rules & Regulations

- Use of the fitness center is limited to Hollywood Oaks residents and their guests ONLY. No more than two (2) permitted guests per accompanying resident. Guests (other than overnight guests) may not use the fitness center without the presence of the resident.
- Hours of the fitness center are: 7 days a week 5am-11pm
- Proper behavior, decorum and consideration of the rights of others must be observed at all times.
- Appropriate gym attire must be worn inclusive of shirt or top, shorts and/or pants, and appropriate shoes.
- For safety reasons, personal items, gym bags, back packs and other items may not be on the fitness center floor.
- No food should be brought into the fitness center at any time.
- Beverages consumed during workout must be in a non-glass container with a lid.
- Spills must be cleaned immediately.
- Equipment must be wiped down after use. Disinfectant and paper towels are available for your use.
- No bare feet allowed in the fitness center.
- Portable stereos and electronic devices may be used with headphones only.
- Use of the "buddy system" is recommended when using barbells or heavy lifting weights.
- Return all equipment to their respective places after use.
- Always remove any removable plates from barbells after use and return to its place.

- Equipment must be handled with care; any abuse will be subject to fines.
- Equipment malfunctions must be reported to Hollywood Oaks management office.
- Proper use of equipment is expected at all times and cameras will be routinely reviewed for violations.
- Residents over the age of Sixteen (16) are permitted to use the fitness equipment or **must be** accompanied and supervised by an adult, who is eighteen (18) years or older, and who is a resident, or overnight guest, or a domestic employee of a resident ("Adult Supervisor").

22. **PLAYGROUND:**

a. Hours: The playground hours are from dawn to dusk.

b. Children: *An adult supervisor, of at least age eighteen (18), must accompany children under the age of *ten (10) years of age. Ten years of age or older may use this facility unaccompanied by an adult.**

c. Conduct: No running, pushing, rough play or foul language will be permitted.

d. Animals: No animals are allowed in the playground area (irrespective of whether the animal is leashed or caged).

e. Smoking: Smoking is not permitted in the playground area.

23. **TENNIS AND BASKETBALL COURTS:**

a. Hours: The tennis courts hours are from 6:00 A.M. to 11:00 P.M.

The basketball court hours are from 7:00 A.M. to 11:00 P.M.

b. Conduct: No running, pushing, rough play or foul language will be permitted.

c. Animals: *No* animals are allowed on the tennis and basketball courts (irrespective of whether the animal is leashed or caged).

d. Smoking: Smoking is not permitted in the tennis and basketball courts.

24. TENNIS - LIMITATIONS OF USE: If all courts are used, then their use shall be Limited to one hour for tennis court (singles), and one and one-half hours for tennis (doubles).

25. ACCESS CONTROL

a. Property Access: Individuals, i.e., guests and deliveries, will not be allowed access to the property unless the owner pre-announces them to the guard house, or the homeowner is home or may be reached by a cell phone number on file to confirm access, or the individuals are on the permanent access list. This will be enforced inclusive of all Holidays.

b. Permanent List: Only homeowners may make changes to their own permanent list.

c. Remotes at Main Entrances

(1) Any resident using the resident's entrance must have a remote in good working order. Failure to keep the remote in good working order for more than seven (7) days shall result in the suspension of any gate privileges until such time the remote is repaired.

(2) **Tailgating.** Each vehicle entering through the gate must wait until the gate returns to its closed position after the car immediately in front of it clears the gate before entering and may not follow another vehicle through the gate while it is open. Violators will be subject to a fine. Furthermore, the Owner shall solely be responsible for any damage done to the gate as a result of Owner attempting to enter gate before the gate has had an opportunity to close.

(3) Owner must have a registered vehicle for the resident's entrance. The Association shall fine the Owner for violations. *A registered guest, using a permanent Resident's registered vehicle, shall be allowed access via the Resident's Lane when using the Resident's 'remote'.*

d. Pedestrian Gates

(1) All **visitors** walking through one of Hollywood Oaks' Pedestrian Gates will now be required to show appropriate **Photo Identification** upon the request of our Security Company/Access Control. *Walk in residents or Guests that do not have ID with them should only be allowed access if they have ID on file and are on residents permanent guest list OR a resident has informed security that this guest would be coming and the guest should know a temporary security code given to guard by resident for that specific visitor/s.*

(2) If a visitor is unable to present proper identification, the Resident will be called to allow and accompany their guest into the Community. If Access Control is unable to reach the Resident by phone, the guest will not be permitted into the Community.

e. East Easement Gate

(1) The EEG key is **non-transferable** and Residents are not permitted to give one of their numbered keys to another Resident or non-resident for their use.

(2) **25 e.2; 25.5E “East easement gate (EEG)- key for every resident adult and child 13 yr. or older. Replacement of lost key: \$100.00. Replacement of keys loaned by HOA to resident's guest: \$400.00. Upon sale of home, all keys assigned to household are to be transferred to new owner. Any replacement or additional keys requested by new owner will be \$100.00 each”**

(3) The key to the East Easement Gate may **ONLY be used by permanent residents** of Hollywood Oaks and their children thirteen (13) years of age and older who permanently reside at the Resident’s home.

(4) Residents using the East Easement Gate are responsible for submitting a **photo ID** of each member of their household who will be using this key including adult homeowners, their children who are thirteen (13) years or older, and a permanent housekeeper/nanny, if any to the Association for speedy and accurate identification.

(5) In the event a Resident has a weekend guest, the temporary use of a **Guest Key** will be made available for independent access through the East Easement Gate for this guest. This Guest Key policy will be in effect for a ‘trial period’ of no longer than three (3) months.

5a) The Association will make available a Temporary Access Guest Key to the East Easement Gate for a weekend guest (maximum one key per Household).

5b) Guest Keys may be given to adults and children over the age of thirteen (13) years of age.

5c) To obtain a Guest Key, the Resident must complete the Guest Key Registration Form, providing the name, home address and a photo ID of their guest to the Property Manager.

5d) This Guest Key may be picked-up at the Property Manager's office on Fridays between the hours of 10:00 a.m. and 2:00 p.m. and must be returned no later than the following Monday by noon.

(6) A **non-resident** (relative, neighbor, friend, housekeeper, overnight guest or visitor not living with the Resident on a permanent basis) may NOT use the East Easement Gate to ENTER Hollywood Oaks without being accompanied by a Resident. Non-residents may freely exit the Community.

(7) **Household Employees/Nannies are not** permitted to open the EEG to allow another person into the community. *However, a resident is permitted to allow their housekeeper/nanny to accompany their child/children through the EEG.* Residents must notify the Association when a housekeeper/nanny is no longer in their employ. A photograph ID of any new housekeeper/ nanny must be submitted to the Association in a timely manner.

(8) **Security Guard Option:** From time to time, Residents requesting broader community access into the Community through the East Easement Gate may employ extra security (a Guard from the same company currently serving the Community) at this location. The fee, payable in advance, will be adjusted at the same and current rate the Association pays for security at the East and West Main Access Gates. The following rules will apply:

8a) A Security Guard will be hired by the Resident for a minimum of four hours AND pay the security company in advance of this arrangement

8b) Resident will provide the Association with a Guest List at least 24 hours in advance

8c) *Each guest will be required to present security guard with a Photo ID or a password/code that will be specific to the event they will be visiting for. This password/code should be given to management at the time that the application for this service is submitted.*

26. Compliance Of Rules And Regulations: Failure of homeowner to comply with restrictions, covenants or rules and regulations shall be **grounds for immediate action** that may include, without limitation, an action to recover sums due from damages, injunctive relief, or any combination thereof. Hollywood Oaks Maintenance Association, Inc, shall have the right to suspend the rights of use of Common Properties (including, but not limited to, all gatehouses, gates, recreational facilities, tennis and basketball courts, swimming pools of defaulting Owners, except for legal access). The offending Owner shall be responsible for all costs of

enforcement including attorneys' and paralegals' fees actually incurred and court costs, including those relating to appeals.

27. Maintenance Of Homes And Lots:

a. Exteriors Of Home: Except only for those maintenance obligations which me hereby undertaken by the Association, each owner shall be solely responsible for maintaining all structures (including the Home) located on his Lot and all mechanical components serving such structures (including, without limitation, air conditioning, electrical and plumbing) in good working condition and in a neat, orderly and attractive manner and consistent with the general appearance of The Neighborhood. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of The Neighborhood as initially constructed and otherwise improved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Review Board). Each Owner shall repaint or re-stain, as appropriate, the exterior portions of his Home (with the same colors as initially used on the Home or as otherwise approved by the Architectural Review Board) as often as is necessary to comply with the foregoing standards. This section shall also apply to the driveway, fences, roofs, and any landscaping. If any shortcoming in Owner's maintenance and upkeep of Owner's property is not corrected within thirty (30) days of the notice of the violation, then in such event the Owner shall be fined \$100 and \$100 for every seven (7) days thereafter until such violation is cured. Furthermore, any Owner shall be responsible for any legal fees and costs incurred by the Association in the enforcement of this Rule and the remediation of Owner's property.

b. Lots: except only for those maintenance obligations which are hereby undertaken by the Association, each Owner shall be solely responsible for maintaining his Lot, including, without limitation, the trees, shrubbery, grass and other landscaping thereon, the sidewalks and driveway thereon and the swimming pool thereon, in good working condition and all in a neat, orderly and attractive manner and consistent with the general appearance of The Neighborhood as a whole. The minimum (though not the sole) standard for the foregoing shall be the general appearance of The Neighborhood as initially constructed and otherwise Improved by Developer, and as to landscaping, as initially landscaped by Developer (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable **landscaping, as properly trimmed and maintained**).

c. Remedies For Noncompliance: in the event of the failure of an Owner to maintain his Home or Lot in accordance with this Article, the Association shall have the right, upon five (5) days prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Home, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to: the cutting/trimming of grass, trees and shrubs, the removal (by spraying or otherwise) of weeds and other vegetation, the re-sod or replanting of grass, trees or shrubs, the repainting or re-staining of exterior surfaces of a Home, the repair of walls, fences, roofs, doors, windows and other portions of a Home or other structures on a Lot, and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available

under this Declaration (including, with out limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Rule 27d

Swale covering approval.

The swale is the responsibility of the homeowner to maintain and keep beautiful. In addition to sod, homeowner has the option to plant “liriope muscari” as a covering in the swale area. Mulch is recommended. All landscape changes must be approved by the Architectural Committee prior to proceeding. (management can provide photo)

RULE 27: A1 ADOPTED ON : April 16, 2015

MAINTENANCE OF HOMES AND LOTS: EXTERIORS OF HOME ARCHITECTURAL STANDARDS

Fence: PVC

Color: white

Styles: **(3) Only:**

a) Privacy solid tongue & groove; b) Privacy tongue & groove with decorative pickets;
c) Privacy solid tongue & groove with decorative lattice (contact management office for details)

Requirement: Any approved fences facing the street is required to include hedge like landscaping with a minimum height of 3 feet.

Fence Height Restrictions per zoning code 4.22B7

Side & Rear yard – up to 6’

Corner Lots- specific requirements based on lot survey. Contact City of Hollywood

Permit must be obtained from City of Hollywood

All applications to be approved by the ARC (Architectural Review Committee) prior to any installation.

Note: PVC fence **will not be permitted** on any lot extension zone.

Rule 27A2: Mailboxes: adopted January 30th, 2017

From this date, residents with requests to replace mailboxes shall, at their expense, only order the board approved model Darlington 141 in Satin Black with reflective gold lettering purchased through Beautiful Mailbox Company.

27.A.3 Exterior Lighting of Homes: All Homeowners (including any tenants) shall ensure that the exterior of their respective Homes are adequately lit from dusk to dawn (including any surrounding Lot), in a manner consistent with the general level of lighting of The Neighborhood, and as may be reasonably required in order to promote the safety of The Neighborhood. Homeowners shall adequately operate any existing lights or install additional lights upon their Homes as may be necessary in order to comply with this Section

d. Parking on Common Properties And Lot/Garage:

(I) Each home shall include a garage to house at least two (2) automobiles. No vehicles of any type shall be parked on any portion of the Common Properties (including roadways) except for delivery vehicles and commercial vehicles that provide goods or occasional services to the Homeowner and other than those designated for parking by the Association, if any, or any portion of a Lot other than its driveway and garage. Vehicles used for regular or repeated parking (e.g., daily, weekly, monthly, and/or frequent services must park either in the garage or in the driveway. Visitor vehicles (e.g., friends, meeting, parties) will use any available driveway parking space; if the driveway is full, street parking will be allowed. Under no circumstances will any parked vehicles be allowed to extend over any part of the grass or sidewalk areas. Overnight parking is always prohibited. Garage doors shall be kept closed at all time except when in actual use and during reasonable limited periods when the garage is being cleaned or other activities are being conducted which reasonable require the doors to be left open.

Amended to include:

If there is a viable reason to park a vehicle on the street overnight i.e. work being done in driveway, holiday excess use by guests; event held at home, it shall be the responsibility of the homeowner to notify management or contact the gatehouse.

Violation fine shall be imposed as follows:

Upon the third notice, there shall be a \$100.00 per day fine up to \$1000.00 followed by gate suspension. Fine must be paid in full.

27 * (2) Parties And Events: *Visitors/Guests: Residents are required to give advance notice of guest list for six (6) or more vehicles as soon as possible to the Gate House.*

(3) In addition to Rule 27(d)(2), should an Owner have more than twenty (20) guest automobiles, *homeowner shall hire the Association's security company* prior to guest arrival and call management for more information and rates.*

*** added & amended September 7, 2011*** for a minimum of (4) hours. Violators will be fined.*

(4) If a Resident has not obtained additional security, upon arrival of the 21st vehicle, our security company will be contacted and ask to come to the property to conduct parking controls and assist at the gate house. **The cost will be billed to your account** for collection.

(5) Notwithstanding the foregoing, the rules in 27(d)(2) or 27(d)(3) shall not apply in cases of deaths in the family and other similar family emergencies as determined by the Association prior to the incident. An Owner may contact the Association or the Association's property manager to discuss **any exemptions to the above rule**. The Association may consider, in the Association's sole discretion, any extenuating or emergency situations on a case-by-case basis.

(6) No vehicle shall block any driveway, be parked on the sidewalk area or on the swale, or parked on the street overnight. Violators will be subject to a fine.

e. Garbage And Trash Disposal

(1) No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic and requisite size pursuant to City Ordinance and City guidelines, well sealed, and generally in accordance with standards established by the Board of Directors from time to time. Such containers **may not be placed out for collection earlier than 4:00 P.M., the day prior to garbage collection and returned to storage by sunset of the day of collections** (as per Hollywood Ordinance, 2000). If it is impossible to follow this Ordinance, it is required you make alternative arrangements.

(2) **Any violation** of the disposal of garbage and trash shall be as follows: (i) if the violation be for bulk refuse or landscaping debris, the Owner shall be fined; (ii) if the violation be for trash cans and recycling bins, the Owner shall be fined.

(3) Pursuant to City Ordinance Section 50.04, in no event shall any Owner place any **bulk trash** out for pick-up no more than twenty-four (24) hours prior to any regularly or specially scheduled bulk trash pick up. Violators will be subject to a fine.

(4) All trash cans to be stored away not to be seen from street. No bulk trash is permitted to be placed in front of the garage door until day of pick up.

28. Use Of Recreational Vehicles Prohibited:

No Recreational Vehicle of any type may be operated on any portion of the Association Property, including but not limited to roadways, sidewalks, pathways, parking and landscaped areas. Recreational Vehicles shall include: Golf Carts, All Terrain Vehicles (ATV), any other motorized Off Highway Vehicle (OHV) or any vehicle that is not customarily recognized as a passenger automobile. The intent of this rule is to avoid any and all unreasonable annoyances to the residents of the Association, which may be created by the operation of these Recreational Vehicles on Association Property, as well as to maintain and protect the health, safety and welfare of the Association's residents. To that end, the Association reserves the right to restrict the use of any vehicle that, in its discretion, may reasonably be determined to be a Recreational Vehicle under this rule. Moreover, the Association, in order to properly effectuate its maintenance duties, is hereby exempt from the foregoing restriction. Accordingly, the Association shall be allowed the use of golf carts on Association Property in furtherance of its maintenance responsibilities to the membership.

29. Suspension Of Privileges: **

The right of the Association to suspend the Owner's (and Owner's Guests') right to use the recreation facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days for any infraction of lawfully adopted Rules and Regulation of the Association.

30. Any fine or other penalty imposed under these Rules and Regulations shall be tracked on a Calendar twelve- month basis.

RULE NO. 29 ** (AMENDED) AND ADOPTED June 15, 2011

SUSPENSION OF PRIVILEGES:

Per Florida Statutes 720.305 and Association Documents PG. d-4(B):

“If any owner fails to pay any assessment, maintenance, or other financial obligation for his/her lot and said sum remains unpaid for more than thirty (30) days, the association may, in addition to its rights to suspend the respective owner(s)’ right to use the recreational facilities, in its sole discretion, lock any access gate near said property until all amounts due are paid in full”.

RULE 29 B: The board adopted a new collection policy as of July 1, 2021 in compliance with the new Senate Bill 56 which amends Florida Statutes Section 720.3085. The new collection policy will be as follows:

Owner is to remit monthly maintenance payment by the 15th of each month. If not received by the 15th a late fee \$25.00 is charged on the account. If the full amount due is not paid by the 31st day, a courtesy ten (10) day demand letter will be sent out. If full payment is not received pursuant to that 10 day letter, then on the next day (11th day), a new statutory Final Notice will be sent out giving the owner thirty (30) days to pay prior to the file being turned over to the attorney. Once turned over to the attorney legal fees will be incurred.

RULE NO. 30 ADOPTED September 7, 2011

TENANTS/RENTAL POLICY:

Rules and Regulations: Association Policy- Tenants Policy: All prospective tenants must complete an application for occupancy, a copy of the lease Agreement and submit to a background check. This includes a criminal (national & international) background check as well as a review of your credit report through the approved agency chosen by the association. All

paperwork and the screening fee mentioned below, must be completed and submitted to the Association before review by the Association shall take place. The Association shall provide an approval or denial within 15 days (arbitrary number of days but reasonable). Please note, an approval shall not be unreasonably withheld. Additionally, All prospective adult occupants over the age of 18 years old must submit a check made out to Hollywood Oaks in the amount \$100.00 per adult for the cost of the background check and screening of the Application for Occupancy

RULE NO. 31

PARTIES- USE OF COMMON AREA-

- ALL COMMON AREAS MUST BE RESERVED IN ADVANCE WITH MANAGEMENT OFFICE.
- A DEPOSIT OF **\$250.00** WILL BE REQUIRED FOR USE OF SOCIAL CLUBHOUSE ROOM AND POOL AREA. THIS WILL BE REFUNDED IF THERE ARE NO EXPENSES INCURRED BY THE ASSOCIATION FOR DAMAGE OR CLEAN UP. NO PARTIAL REFUND.
- RESIDENT TO SIGN AN ACKNOWLEDGEMENT FORM OF RULES
- PROVIDE A GUEST LIST TO THE GATE HOUSE 24 HOURS IN ADVANCE.
- RESIDENT IS RESPONSIBLE TO INSURE BATHROOMS REMAIN CLEAN AND TOILETS ARE NOT CLOGGED. POOL GATE IS LOCKED AND SECURED; WATER CONNECTIONS PROPERLY CLOSED; ALL TRASH BAGGED AND REMOVED FROM THE LIVING ROOM PARTY ROOM, POOL AREA/KIDDY PARK AND PROPERLY DISPOSED.
- RESIDENT SHALL BE RESPONSIBLE TO PROVIDE PROPER SUPERVISION AT ALL TIMES FOR ALL PERSON'S USING THE POOL AND POOL AREA. RESIDENT ACKNOWLEDGES THAT THERE ARE NO LIFEGUARDS PROVIDED BY THE ASSOCIATION.
- RULES #17 & 18 REGARDING TENNIS COURTS, FITNESS CENTER USE MUST BE STRICKLY ADHERED TO AND THE RESIDENT IS RESPONSIBLE FOR THEIR GUESTS

****amended to include**** 2/24/2022**

- MAXIMUM NUMBER OF PEOPLE PER EVENT (69)
- ALL EVENTS TO END BY 10PM INCLUDING MUSIC
- RENTAL FEE OF \$200.00 FOR SOCIAL ROOM/CLUBHOUSE NON -REFUNDABLE
- RENTAL FEE OF \$100.00 FOR ALL OUTSIDE EVENTS/KIDDY PARK, BASKETBALL COURT, COMMON AREA NON-REFUNDABLE
- HOMEOWNER TO PRE-ARRANGE FOR CLEANING SERVICES FOR THE DAY OF THE EVENT

Rule 31A – use of common area other than event (adopted January 30, 2017)

All owners and their guests shall be responsible to clean up and removal of all personal items from the common areas. This will include without limitation, removal of all food, cups, cans, bottles, plates, napkins and any other items placed there by owners and/or their respective guests. The pool chairs & tables should be kept orderly, in the same orderly manner found. A first offense in a calendar year shall be subject to a \$100.00 fine. A second offense in a calendar year shall be subject to a \$250.00 fine. A third offense in calendar year shall be subject to \$500.00 fine and a one week gate suspension. Fines and suspensions proposed by the board are subject to review by the Fining Committee