

Dawn Homeowners Association

Rules and Regulations

USE OF LOTS

LAND USE AND BUILDING TYPE

Each lot is restricted to the use of a single family, its household occupants and guests exclusively for residential purposes. Only one home may be built upon each lot. No portable or temporary buildings, mobile homes, recreational vehicles, tents, shacks or barns may be placed or constructed upon a lot. Temporary use of lots by the developer for sales displays, parking lots, sales offices, and storage areas shall be permitted until the last lot is sold.

CHANGES TO HOMES AND LOTS

No owner shall make or permit any modification or alteration to the exterior of any home, or construct any fence, wall or other structures on a lot, except with the prior written consent of the Board, which consent may be withheld by the Board for purely aesthetic reasons.

BUILDING LOCATION

Buildings shall be located as originally constructed on a lot by the Developer.

NUISANCES

No obnoxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done on a lot which may be or may become an annoyance or nuisance to another owner.

EXTERIOR APPEARANCES AND LANDSCAPING

The paint coating, stain and other exterior finishing surfaces and colors on each home may be maintained as that originally installed without prior approval of the Board, but the prior approval by the Board shall be necessary before any such exterior finishing or color is changed. Each Twin Home shall be one color. If either owner of a Twin Home desires to change the color of the Twin Home and the other owner does not wish to change the color, the final decision shall be made by the Board; provided, however, that the owner does not wish to change the color of the Twin Home shall have no obligation to pay the cost of repainting the Twin Home. The landscaping of each home, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by the Developer unless the prior approval for change is obtained from the Board. No owner shall place objects such as bicycles, toys, barbecue grills, etc., on his lot unless such objects are concealed from the view of rights of way, the common areas and other lots, however customary outdoor furniture shall be permitted on a lot.

EXTERIOR MAINTENANCE

Each owner shall maintain the grounds of his lot in a neat and attractive manner. Upon an Owner's failure to properly maintain his lot, the Association may, at its option, after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject lot, do said maintenance as often as the same is necessary in the Association's judgment. All expenses of the Association incurred in the maintenance of a lot shall be a lien and charge against the lot on which the work was done and shall also be the personal obligation of the Owner of the lot.

If the owner fails to maintain the exterior of any structure on his lot in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, or the address of the lot, make repairs and improve the appearances of the

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structure in a reasonable and workmanlike manner. The cost of the work performed by the Association shall immediately due and owing and shall constitute an Assessment against the lot on which the work was performed.

USE OF THE LAKE

Use of the lake shall be subject to the following restrictions, conditions and limitations.

1. No motorized vehicles shall be permitted on the lake.
2. No swimming or diving shall be permitted in the lake.
3. No fishing shall be permitted in the lake.
4. No bottles, cans, trash, or garbage of any kind of description shall be deposited in the lake, and no sewage, pollutant fill or discharge of any nature whatsoever shall be drained, placed, or allowed to flow into the lake.
5. No docks, piers, boathouses, ramps, gazebos, marinas or structures of any other type shall be constructed in or adjacent to the lake.
6. No use shall be made of the lake, nor shall anything be done in or on the lake, which may be or become an annoyance or nuisance to the Association or the Owner of any lot abutting the lake.
7. It shall be affirmative obligation of each owner of a lot abutting the lake to maintain the lakefront portion of his lot in a neat and attractive manner, free and clear of garbage, trash, and unsightly conditions which would detract from the appearance or enjoyment of the lake.

COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOAT

No trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers or trailers of every description shall be permitted to be parked or to be stored on any lot for a period longer than twenty-four (24) hours except that (i) such vehicles may be parked on a lot during periods of approved construction on such lot, (ii) such vehicles may be stored within garages or behind patio walls or in designated areas not visible from the Common Areas and from the other lots, and (iii) such vehicles may be used by the Association or other permitted entities, whether in connection with the maintenance of the Common Areas or otherwise. This prohibition of parking shall not apply to the Developer's sales office or other sales areas of the Developer or to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. As used in this section, the word "TRUCK" shall not include any van with windows to service the rear seats; the term "Commercial vehicle" shall include any vehicle which contains any trade or business name or any advertising whatsoever on the body of the vehicle.

GARBAGE AND TRASH DISPOSAL

No garbage, refuse, trash or rubbish shall be deposited or kept on any lot except in containers specifically manufactured for such purposes and in such areas as may be designated for such purpose by the Board; provided, however, that the requirements of Broward County and Cooper City for disposal or collection of trash and garbage shall be complied with.

ANTENNAS

No exterior television or radio antennas, towers, or satellite dishes of any nature shall be erected or permitted on any lot without the prior written consent of the Board.

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CARPORTS

No carports shall be constructed on any lot, and no canvas, pipe or other type of carport shall be placed in front of a garage.

CLOTHESLINES

No outdoor clotheslines or other clothes drying devices shall be permitted and no clothing shall be hung outside, unless such device or clothing cannot be seen from the front of the lot or from any part of the Common Areas.

OIL AND MINING OPERATIONS

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon the property nor shall oil wells, tanks, tunnels, mineral excavations be permitted upon the property. No derrick or other structure designed for use in boring for oil and natural gas shall be erected, maintained or permitted upon any portion of the property.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

UNIT AIR CONDITIONERS AND REFLECTIVE MATERIALS

No air conditioning units may be mounted through windows or walls unless the location, method of installation, appearance and desirability of such unit has been approved in writing by the Board. No aluminum foil shall be placed on any windows or glass doors of any home.

RESTRICTIONS ON SUBDIVIDING LOTS

No lot may be subdivided except when a lot being subdivided is added to both adjoining lots. In such manner, no lot shall be created that shall be smaller than the existing lot. Two or more lots may be combined in order to build one home thereon.

RIGHTS TO THE DEVELOPER

Notwithstanding anything contained herein to the contrary, as long as the Developer owns any lot or other portion of the Property, the Developer shall have the absolute right to lease, sell, transfer and/or otherwise convey such lot or property upon any terms and conditions it deems to be in its own best interests; and the Developer shall have the further right to maintain such sales offices and place such signs on the property and otherwise perform such sales activities as it may deem necessary, appropriate or desirable.

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RULES

COMPLIANCE BY OWNERS

Every owner shall comply with all of the covenants set forth in the Declaration and the Rules.

ENFORCEMENT

Failure by any owner to comply with the Declaration and the Rules shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall also have the right to suspend an Owner's voting rights and right to use the Common Areas.

FINES

In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for the failure of an Owner, his family, guests, invitees, employees, or tenants (or their family, guests invitees or employees) to comply with the Declaration, Articles, Bylaws or Rules, provided the following procedures are adhered to:

NOTICE

The Association shall notify the owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board meeting at which time the owner shall present reasons why the penalty or penalties should not be imposed.

HEARING

The non-compliance shall be presented to the Board after which the Board shall hear reasons presented by the owner why penalties should not be imposed. A written decision of the Board shall be submitted to the owner not later than twenty-one (21) days after the Board meeting. Any interested owner should be permitted to address the Board with respect to such matters.

PENALTIES

The Board may impose fines (which shall be considered Limited Assessments) against such owner's lot as follows:

1. First non-compliance or violation: a fine not in excess of Fifty (\$50.00) dollars.
2. Second non-compliance or violation: a fine not in excess of One hundred fifty (\$150.00) dollars.
3. Third and subsequent non-compliance or violation, or violations which are of a continuing nature: a fine not in excess of Three hundred (\$300.00) dollars (or a fine not in excess of Three hundred (\$300.00) dollars per month, in the event of a non-compliance or violation which is of a continuing nature).

PAYMENT OF PENALTIES

Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of penalty.

COLLECTION OF FINES

Fines shall be treated as a Limited Assessment subject to the provisions for the collections of Assessments set forth in the Declaration.

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APPLICATION OF PENALTIES

All monies received from fines shall be allocated as directed by the Board.

NON-EXCLUSIVE REMEDY

The remedy provided herein for fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled: which rights and remedies shall include without limitation, and action at law to recover damages on behalf of the Association or on the behalf of any owner(s), an action in equity to enforce performance on the part of an owner(s), an action in equity for such equitable relief as may be necessary under the circumstances (including without limitation, injunctive relief) and any other remedies and rights "the Association may have pursuant to the Declaration, Articles, Bylaws, Rules or by law or otherwise; however, any penalty paid by the offending owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

In proceeding arising because of an alleged non-compliance or violation of the Declaration, Articles, Bylaws or the Rules, the Association shall be entitled to recover its costs and reasonable attorneys' fees (including attorneys' fees on appeal, if any).

The remedies provided in the Section shall not apply to or be available against the Developer, its agents, employees, contractors or against lots owned by the Developer.