

DELAIRE PROPERTY OWNERS ASSOCIATION

RULES and REGULATIONS

Amended 2018

These are the Rules of the Delaire Property Owners Association as adopted by the Board of Directors. In the event of any conflict or discrepancies between these Rules and other governing documents of the Association, the provisions of the Declaration of Covenants shall supersede all provisions of any document to the contrary; the provisions of the Articles of Incorporation shall supersede any provisions of the By-Laws and the Rules and Regulations; the By-Laws shall supersede any provisions of the Rules and Regulations.

1. **Committees:** The Board of Directors shall maintain committees to carry out the responsibilities of the board including the following:

- Architectural Review
- Security
- Common Areas
- Exterior Maintenance
- Membership
- Cable TV and Internet
- Compliance Committee
- Legal

The President of the Board of Directors shall appoint a chair of each committee. In addition, the President shall establish such other committees as appropriate from time to time.

2. **Assessments** – The Board shall determine the amount of assessments to be paid by members of the Association. Such assessments shall be determined so as to be sufficient to pay for the following:

- a. Maintenance of common areas including guardhouse, streets, sidewalks, street lights, street signs
- b. Security
- c. Basic Cable TV & Internet
- d. Special Programs and Projects

3. **The Architectural Review Committee/Home Improvements** – See the **Architectural Review Manual a copy of which is deemed attached hereto and made part hereof.**

4. **Property Appearance** – Owners are responsible to maintain their property in a neat and orderly manner. The POA hereby reserves the right to have any condition with respect to the exterior of a home and appurtenances thereto, corrected or repaired whether or not such

condition is specified herein, and charge the Owner accordingly. The POA is not responsible for any damage incurred during the commission of such work.

5. **Rust Control** – Unless all sprinklers associated with a residence are connected to City water, an anti-rust system is required to be operative for such residence’s sprinkler system. It is the owner’s responsibility to insure that such system is operating properly, at all times. Owners must maintain their home and the sidewalks in front of the home free of rust. An owner shall have any visible rust or rust build up removed within thirty (30) days of the date of a written request from the Association.

6. **Roofs** – Owners are responsible to keep their roofs clean. An owner pm shall have the roof of their home cleaned within thirty (30) days of the date of a written request from the Association.

7. **Landscaping** – Owners are responsible for maintaining all lawns and landscaping in a trimmed, neat and orderly manner. An owner shall have any landscape maintenance completed within seven (7) days of the date of a written request from the Association.

8. **Mailboxes** – All mailboxes shall be of the type, color and placement as required by the POA. Owners are responsible for repair and replacement of mailboxes at their own expense.

9. **Lighting** – The front of each home must be equipped with functional lighting from dusk to dawn regardless of whether the home is occupied.

10. **Flags** – Except the flag of the United States of America, no flag, banner, pennant or streamer shall be hung or otherwise displayed on the exterior of the home or property. The U.S. flag shall be displayed consistent with applicable federal, state and local law.

11. **Mail & Package Delivery** – Security will not accept any mail, packages or other form of delivery on behalf of owners or residents.

12. **Garbage collection** – Wednesday and Saturday or as otherwise scheduled by the City of Delray Beach or Palm Beach County.

a. All garbage bags must be placed in a garbage can with a securely fitted cover when placed outside for pick-up.

b. Recyclable items must be placed in City/County approved containers.

c. Garbage should not be placed outside prior to 3:00 pm on the day prior to pickup.

d. Garbage cans and recycle bins should be taken in no later than 8:00 pm on the day of pick-up.

13. **Parking**

a. **Street Parking** – During the hours of 8:00 am-1:00 am, parking is permitted on the street, provided the vehicle is parked on that side of the street (even or odd) as posted at the gate. No vehicles may be parked on the street after 1:00 am without prior approval of Security.

b. **Driveway Parking** – No commercial vans, trucks, commercial or recreational vehicles are allowed to remain in any driveway after 1:00 am. Limited exceptions may be permitted by a member of the Board to accommodate construction and maintenance work in progress. Parking is allowed on paved surfaces only. Vehicles shall not encroach on sidewalks.

c. **Clubhouse Parking** – Cars that cannot be accommodated in the driveway must be parked in the Clubhouse parking area. This does not include commercial vehicles and recreational vehicles which are prohibited.

d. **Violations** – Any vehicle parked in violation of the above stated rules shall result in the owner of the home with which the vehicle is connected being contacted and asked to move the vehicle. Failure to move the vehicle to a location consistent with these rules will result in a citation being issued and a sticker posted on the offending vehicle.

14. **Motorcycles** and motorbikes may be ridden only on the street and in compliance with applicable law.

15. **Golf Carts** – Owners of Golf Carts must comply with all applicable law, and are required to maintain insurance which provides coverage regardless of whether the cart is on a golf course, street or parking lot. The number of occupants in a golf cart is limited to three (3) persons, including the driver except when the cart is on the golf course, and then the number of occupants is limited to two (2), including the driver. Only a person holding a valid driver's license may drive a golf cart within the Delaire Community. Carts are not allowed on the sidewalks with the exception of those designated as cart paths (8 feet wide).

16. **Roadway** – All Owners and their guests and employees when driving within the Delaire Community are required to comply with applicable state and local traffic laws. Operators of golf carts are required to stop at all main roadways. Automobiles are given the right of way.

a. All walkers, joggers and bikers are required to wear shirts in the community. This includes contractors and employees.

b. All walkers, joggers and roller skaters/bladers should travel against the flow of traffic.

c. Bicycles and golf carts, when in the roadway, shall move in the direction of vehicular traffic always to the extreme right of the road. They shall only move in single file and yield to automobile traffic.

17. **Household Pets** – Subject to applicable law, domestic pets are allowed outdoors in the community provided they are on a leash, or within a screened or fenced area. All pets shall wear an identification tag. Pet feces must be removed immediately from private and common property. An animal may be banned if it becomes a nuisance. Two common household pets

may be kept provided that are not kept, bred or maintained for any commercial purposes. Pit Bulls and Rottweiler dogs are prohibited. Feeding of Feral Cats is strictly prohibited.

18. **Sprinklers** – Sprinklers may be operated only on days and times as permitted by Palm Beach County or the City of Delray Beach. In the absence of any applicable government regulation, sprinklers may be operated only between the hours of 12:00 midnight and 8:00 am

19. **Security** – Any vehicle without a functioning security bar code or a functional equivalent issued by the Association shall be required to stop at the gate and produce photo identification. Entrance will not be permitted unless Security has been previously notified of their arrival or until the person they are visiting has been contacted and has approved entry. No pedestrian shall be permitted entry without producing photo identification and granted approval to enter by a resident or POA or Country Club Management. Upon request of a resident, passes may be issued to houseguests.

20. **Realtors** – Realtors showing homes for sale will be admitted only when authorized by the homeowner or authorized representative.

21. **Workmen** – No workmen (including but not limited to Pool maintenance, lawn care, construction workers, pest control or any other trades) shall be allowed entrance before 8:00 am or allowed to remain on the property after 6:00 pm Monday thru Friday and no later than 4:00 pm on Saturday. No workmen are allowed on Sundays or on the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Yom Kippur, Thanksgiving, and Christmas Day. Notwithstanding the above, in the event of an emergency, entrance may be approved at anytime by a member of the Board.

22. **Solicitations Prohibited** – Door-to-door solicitations are prohibited within the community.

23. **Alarm Systems** – Owners are required to have their burglar alarm system connected to our security system or to a third party monitoring station, and to leave a key to their home with Security for emergency use only.

24. **Violations** – Any Owner who fails to comply with a written request by the Association to comply with any By-Law, Rule or Regulation promulgated by the Delaire POA including but not limited to the rules set forth herein shall be subject to the Delaire POA fining policy and procedure as set forth in Article XI of the By-Laws.

25. **Notwithstanding anything to the contrary, each Owner is responsible for the actions and omissions of all of their residents, guests, employees, contractors, and business invitees.**

26. **Traffic Rules** – The Speed Limit on all streets within Delaire Country Club shall be 30 M.P.H., except as posted otherwise from time to time. Vehicles are required to come to a FULL stop at all Stop Signs within the community. All other rules regarding vehicular traffic shall be as set forth by Palm Beach County and/or the State of Florida.

All drivers of vehicles shall obey the instructions of the Security personnel employed by the Association. Abusive language towards employees of the Association or its security personnel will not be permitted.

27. **Damaging or Breaking Gate Arms** – Damaging or breaking gate arms or gate mechanisms at entry or exit lanes is prohibited; any such damage by residents, their guests, employees, contractors, and business invitees will be repaired or replaced by the Property Owners Association at the sole expense of the responsible Owner.

28. No vehicles of any type may be covered with fabric or plastic covers within the Delaire community at any time, except in a closed garage. No vehicles with signs or advertising displayed thereon may be parked overnight in driveways. No vehicles of any kind may be parked overnight at curbside or in the streets, unless prior written permission has been granted by the Association.

29. Each dwelling shall have sufficient enclosed garage space for not less than two full sized vehicles and one (1) golf cart.

30. No maintenance or repair except for washing of cars shall be done upon any boat, trailer, or motor vehicle of any type, including four (4) wheel passenger automobiles, except when in an enclosed building and totally isolated from public view.

31. No Owner shall do, or permit to be done by his family, guests, employees, contractors, and business invitees any act upon his Lot or within the community which is or may become a nuisance to other Owners. Without limitation, the Association's Board of Directors has determined that the continuous sounding of an external audible home alarm for two (2) hours or more constitutes a nuisance to other Owners, and in such an event, the Association, by itself or through its agents, shall have the right to abate the nuisance by any reasonable means, including without limitation, the right to enter onto the Lot (but not the right to enter into the home) and cut the electrical wiring to the external audible home alarm, in order to silence it. In such event, the Owner shall promptly repair the alarm/electrical system, at his expense.

32. No person shall use the Common Property, or any part thereof, Association Property, or a Lot or any part thereof, in any manner contrary to, or not in accordance with the Declaration and these Rules and Regulations, and any other rules and regulations that may be promulgated by the Association from time to time.

33. Owners, their family, guests, employees, contractors, and business invitees, in their relationships with each other, shall not use abusive language or threats. Loud music which elicits a complaint from any resident shall be turned down in volume until it is no longer considered offensive. Parking in or on a neighbor's property without permission is not permitted. Owners shall be responsible for the actions of their family, guests, employee(s), contractor(s) and business Invitee(s).

34. No posts, chains, ropes or other obstructions shall be placed across the driveways without the permission of the Architectural Review Board.

35. The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be selected by the Architectural Review Board and shall display continuity and conformity throughout the entire development. All signs, billboards and advertising structures of any kind are prohibited on any Lot, including, but not limited to, signs, billboards or advertising structures which identify the Lot Owner, a realtor, contractor, or subcontractor, except with the written permission of the Architectural Review Board, or except as may be required by legal proceedings, it being understood that the Architectural Review Board has the right to restrict size, color, content and location of signs. No sign shall be nailed to or attached to a tree. The Architectural Review Board shall adopt reasonable rules regarding signs to be used during construction of dwellings, including identification of Lot Owner, contractor and architect.

36. **Fining**

a. In addition to all other remedies provided in the Bylaws and these Rules and Regulations, the Association may levy a fine upon an Owner for failure of the Owner, their family, guest(s), employee(s), invitee(s), contractor(s), business Invitee(s) to comply with any provisions in Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed.

b. The Board of Directors shall appoint a Compliance Committee composed of no less than three (3) or more than five (5) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee. If the Compliance Committee, by a majority vote, does not approve the proposed fine, it may not be imposed.

c. The Board of Directors shall notify the Owner of the infraction or infractions and the intention to levy a fine. Such notice must be received by the Owner at least fourteen (14) days in advance of the hearing. Included in the Notice shall be the date and time of the next Compliance Committee meeting at which the Owner shall present testimony and reasons as to why the fine should not be imposed at least fourteen (14) days after receipt of the Notice.

d. The non-compliance and proposed levy of a fine shall be presented by the Association to the Compliance Committee at the time and place provided in the Notice. The Compliance Committee meeting shall be conducted as a hearing for purposes of obtaining testimony concerning the alleged violation(s). A written decision of the Compliance Committee shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

e. If the Compliance Committee determines that a violation has occurred, the Compliance Committee may levy a fine, not to exceed One Hundred Dollars (\$100.00) per violation against any Member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, against any Member or any tenant, guest, or invitee with a single notice and opportunity for a hearing, except that no such fine may exceed One Thousand Dollars (\$1,000.00) in the aggregate. A fine shall not become a lien against a parcel unless expressly permitted by applicable law.

f. A fine as provided in this Section shall be due and owing not later than thirty (30) days after the written decision as provided in paragraph [d] above.

g. Enforcement of Fine: Any fine levied in accordance with this Article may be enforced by the Association by bringing an action at law, or in equity, or both, in a court of competent jurisdiction. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs as provided in Ch. 720.305 (1). Florida Statutes.

h. Neither the Compliance Committee nor any member thereof shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non performance of the Compliance Committee's duties hereunder.

37. In addition to all rights to recover attorneys' and related fees and costs granted to the Association in the Declaration and other governing documents, as they may be amended, and under applicable law, the Association shall also have the right to recover from an Owner all of the Association's attorneys' and paralegals' fees and court and other costs incurred by the Association prior to trial, and for all trial, appellate and post-judgment proceedings, when the Association may be or is claimed to be, or is made, a party or witness to any potential, threatened or pending litigation involving an Owner, which circumstances shall include, without limitation: (a) any foreclosure filed against an Owner and/or a Lot, (b) any subpoena or informal or formal discovery request directed to the Association in any potential, threatened or pending litigation involving an Owner, either as a plaintiff or as a defendant, or otherwise (e.g., in a dissolution of marriage or divorce action, if the Association is asked or required to produce any of its records or is asked or required to testify at a deposition, trial or other proceeding, and the Association seeks legal counsel regarding the foregoing), (c) any voluntary or involuntary bankruptcy involving an Lot Owner, and (d) any other litigation or other matter involving an Owner wherein the Association seeks legal counsel regarding such litigation or other matter. Such fees and costs shall be due and payable to the Association upon sending written demand to the Owner, and interest shall accrue on all such unpaid amounts at the maximum rate allowable under the Florida usury laws, beginning ten (10) days after written demand has been sent by the Association to the Owner, until payment is received by the Association. All such unpaid amounts due to the Association shall be deemed an individual Assessment, and the Association shall have all rights and remedies available to it for collection of unpaid individual Assessments.

38. Storm/Hurricane Shutters

a. All proposed installations to be submitted to and reviewed by the ARC. Shop drawings, brochures, and full descriptions to accompany application, including specification of type, quality, and color of proposed installation. Each application reviewed on individual basis.

b. ARC assumes no responsibility for structural integrity, adequacy, safety or suitability of intended use of proposed or installed shutters.

c. Use of hurricane shutters and hurricane protection products for homes which are in existence as of July 17, 2014 (“Existing Homes”) are permitted from the onset of Hurricane season on June 1 until the conclusion of Hurricane season on November 30.

d. Hurricane shutters and hurricane protection products on any homes constructed after date hereof as well as to Existing Homes which add hurricane shutters and hurricane protection products after date hereof shall be erected or closed only after the issuance of a storm warning by the National Weather Service and must be opened or removed within five(5) days after the National weather Service has issued an advisory stating that the storm has passed.

39. Violation by Owner’s, Invitee(s), Employee(s), Contractor(s) Business Invitee(s) or Nonresident Member – Notwithstanding anything to the contrary contained herein, in the event that an invitee, employee, contractor, business invitee or Nonresident Member fails to pay a traffic fine within fourteen (14) days from the date of the imposition of the fine by the Compliance Committee, then in that event the invitee, employee, contractor, business invitee or Nonresident Member shall not be permitted within the Community until the fine is paid.