

This instrument prepared by:
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Palm Beach Gardens, FL 33410
(561) 623-2576

**CERTIFICATE OF AMENDMENT TO THE
RULES AND REGULATIONS FOR
WINDSOR PARK AT ABACOA HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Windsor Park Rules and Regulations. The Rules and Regulations are recorded as an Exhibit to the Declaration of Covenants, Conditions, and Restrictions for Windsor Park in Official Records Book 23593, Page 1287 of the public records of Palm Beach County, Florida. The attached amendments to the Windsor Park Rules and Regulations were approved by a majority vote of the Board of Directors at a duly noticed meeting of the Board.

As to witnesses:

WINDSOR PARK AT ABACOA
HOMEOWNERS ASSOCIATION, INC.

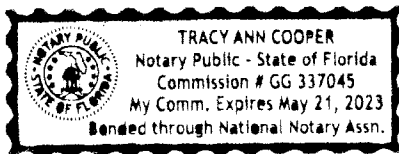
Patrick Klima
Witness: Patrick Klima

By: *Bruce Romond*
Bruce Romond, President

Karen A Redmond
Witness: Karen A Redmond

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on December 11th, 2020, by BRUCE ROMOND, as President of the Windsor Park at Abacoa Homeowners Association, Inc., who executed same on behalf of the corporation. He is personally known to me or has produced _____ as identification.



(SEAL)

Tracy Cooper
Notary Public, State of Florida
Tracy Cooper
Print Name
My Commission Expires: 5/21/23

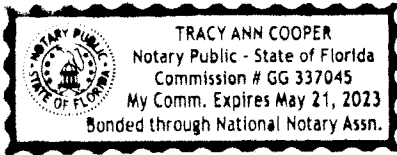
[Signature]
Witness: 174 601132

By: [Signature]
Tim Tenaglia, Secretary

[Signature]
Witness: Laura Charles

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on December 17th, 2020, by TIM TENAGLIA, as Secretary of the Windsor Park at Abacoa Homeowners Association, Inc., who executed same on behalf of the corporation. He is personally known to me or has produced _____ as identification.



(SEAL)

[Signature]
Notary Public, State of Florida
Tracy Cooper
Print Name
My Commission Expires: 5/21/23

Exhibit "A"

Windsor Park and Abacoa POA Rules and Regulations

- I. *The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Windsor Park at Abacoa HOA are incorporated herein as part of these Rules and Regulations.*
1. The owners and lessees of each Lot shall abide by each and every term and provision of the Declaration of Covenants, Conditions and Restrictions, and each and every term and provision of the Articles of Incorporation, and By-Laws of the Association.
2. No personal property items, including but not limited to, bicycles, tricycles, scooters, baby strollers or other similar vehicles, toys, basketball hoops, nets, or other recreational items shall be allowed to remain or be stored in or on the Association's Common Areas. The walkways, bridges, sidewalks, driveways, and streets shall not be obstructed. All personal property items, including but not limited to, toys, bicycles, scooters or other personal items shall be removed from view when not in use and stored in the garage or out of view; provided however, that basketball hoops, soccer nets, and lacrosse nets may be stored on an owner's lot in accordance with the specifications of this rule. In the event a basketball hoop, soccer net, or lacrosse net shall become a nuisance or is not properly maintained or secured as determined in the sole discretion of the Board of Directors, such items shall be removed from view when not in use and stored in the garage or out of view. In the event of a hurricane or tropical storm watch, all basketball hoops, soccer nets, and lacrosse nets must be stored in the owner's garage to the extent that it is practical, or alternatively secured until the storm has passed.
 - (a) Basketball hoops: One basketball hoop may be permitted per lot; provided however, such hoop may not be attached to the residence or garage, shall not be permanently installed in the ground, and must installed so that the base is entirely within the owner's lot. A basketball hoop may be stored on an owner's driveway so long as the base is entirely within the owner's lot lines and for those driveways from a street, are installed on the residence side of the sidewalk. Basketball hoops shall not be installed or stored on the Association's Common areas, including but not limited to any easements. An owner may install one paver pad to be used for the base on the owner's lot adjacent to the driveway, provided that the location of the paver pad and materials are approved by the ACC. Once the pad is no longer used for the base, it must be removed. It is the owner's sole responsibility to properly secure and maintain any basketball hoop on the owner's lot.
 - (b) Soccer and Lacrosse Nets: One soccer or lacrosse net may be permitted per lot; provided however, such net may not be attached to the residence or garage and shall not be permanently installed in the ground. Nets shall not be installed or stored on the Association's common areas, including but not limited to any easements. Nets must be placed on the side of the residence or at the end of the driveway directly adjacent to the residence when not in use. It is the owner's sole responsibility to properly secure and maintain any soccer or lacrosse net on the owner's lot.
3. Any damage to the Common Areas, property, or equipment of the Association caused by any Owner, his family member, guest, invitee, or lessee shall be repaired or replaced at the expense of such Owner.
4. An Owner will not park or position his vehicle so as to prevent access to another Lot. The Owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all Owners.
5. No Owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each Lot Owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.
6. Except as may be permitted in accordance with the Declaration, no transmitting or receiving aerial or antenna shall be attached to or hung from any part of a Lot or the Common Areas.

7. All garbage and refuse from the Lots shall be deposited with care in each Owner's private garbage containers, which shall be placed so they are not visible from the Roads or from adjoining Units. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. Trash is set out no earlier than 5pm the night before and taken in by the evening of garbage day. No littering shall be done or permitted on the Association Property. ("Not Visible" means either inside a fenced backyard or within a garage) (See Jupiter Town Code regulations in Chapter 16 – Solid Waste)
8. All Owners shall comply with the Use Restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions.
9. No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors. Each homeowner is required to have at least one garage light on at night.
10. Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.
11. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board.
12. These Rules and Regulations may be modified, added to, or repealed in accordance with the By-Laws of the Association.
13. Pets must be on a leash at all times and must be picked up after with no delay. (See Jupiter Town Code regulations in Chapter 5 - Animals)
14. Exterior sculptures, fountains, flags, and similar items must be approved by the ACC. The display of one (1) United States flag shall be permitted, subject however, to the reasonable standards of the Association with respect to size, placement, and safety. (Other flags from professional sports teams, colleges and universities, etc., are prohibited, unless approved by the ACC). One temporary political sign per candidate or issue is permitted per residential unit. The sign may not exceed 6 square feet. Political signs may be placed no earlier than 30 days before the primary, general, or run-off election and must be removed no later than 5 days after the primary, general, or run-off election. Balloons, bunting, banners, streamers, portable signs, flags, billboards, and similar signs are prohibited. No vines can be on any surface of the home. Coconuts cannot be on Coconut palms during the hurricane season, June 1 to November 30.
15. Criminal Background Check: Criminal Background Checks must be submitted with Lease or Sale Applications for all applicants.
16. Amenities: All guests must be accompanied by the resident, including the pool, tot lot, fire pit, gym, and lounge. Pets are not allowed in the clubhouse, mailroom, or pool area.
17. Fitness Center: A certified trainer may be hired at resident cost to conduct personal fitness evaluations and training sessions for Windsor Park Residents. Prior to any instruction certified instructors must submit a current copy of comprehensive general public liability and property damage insurance and list the Association as the additionally insured for advanced approval to the Management Office. Training sessions are limited to one on one training.

By Resolution of the Board of Directors of Windsor Park Abacoa Homeowners Association, Inc.

II. Abacoa POA Master Association Rules and Regulations – Article V Use of Property

1. Single Family Residence. The Units shall be used solely as single family residences. Nothing herein shall be deemed to prevent an Owner from leasing a Unit to a Single Family, subject to the terms, conditions, and covenants contained in this Declaration.
2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association.
 - A. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.
 - B. Business Use.
 - i. The Units shall be used solely for Single Family purposes. However, nothing herein shall be deemed to prevent an Owner from leasing a Unit to a Single Family, subject to all of the terms, conditions and covenants contained in this Declaration.
 - ii. Developer intends for “Attached Single Family Homes” to be NCL Units; provided, however, Developer may specifically designate any Units as “Neighborhood Commercial Limited” (“NCL” Units”) in accordance with the Municipality’s Mixed-Use Development Model Ordinance, as amended. The commercial uses permitted to occur in the NCL Units, and those uses which may be permitted as a special exception in the NCL Units, are any permitted commercial uses allowed by the Municipality. Provided, however, that no realty sales offices will be located in a Unit in Windsor Park, including, without limitation, the NCL Units, excepting Abacoa Realty Inc., its successors, or assigns. The first floor of living area of the NCL Units shall be used in a limited commercial capacity in accordance with the ordinances and regulations of the Municipality and are not intended to be used in a residential capacity. No other portion or floor of the NCL Units, or their respective lot area may be used in a commercial capacity.
 - iii. However, all Units may be used for “limited home business uses.” The term, “limited home business uses”, means such uses as are not apparent or detectable by sight, sound, or smell from outside the Unit. Limited Home Business Uses: (a) do not involve regular visits of customers or clients to the Unit or door-to-door solicitation of residents of the Properties; (b) are consistent with the residential character of the Properties; and (c) do not violated these Use Restrictions. Examples of “limited home business uses” include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board, in its sole and absolute discretion, may restrict any limited home business uses that it determines interfere with the enjoyment or residential purpose of the Properties.
 - iv. Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of prohibited business uses, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any twelve (12) month period.
 - v. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to accomplish the General Plan of

Development, including the construction and operation of a sales model and office by the Developer until all of the Units have been sold.

- vi. Except as provided herein, the Units shall not be used in any trade, business, professional or commercial capacity.
- C. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No illegal, noxious, or offensive activity shall be carried on in any Unit, which would tend to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. (Example – Allowing dog feces to accumulate in a fenced backyard)
 - D. Maintenance of Units. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Windsor Park; provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, may be charged to the Owner and, as charged, shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.
 - E. Easements. Except as constructed by the Developer or substantially similar replacements thereof, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. (Examples – Basketball hoops, when not in use, shall not be located in the utility easements adjacent to an alley or road right-of-way; no plants shall be located in the utility easements adjacent to an alley right-of-way)
 - F. Laundry. No portion of the Lot shall be used for the drying or hanging of laundry, unless such laundry is screened from public view, so that the laundry is not visible from any Road, from the golf course, or from adjoining Lots. This provision is not intended to prohibit the drying or hanging of laundry on a Lot.
 - G. Vehicles. Vehicles shall be parked only in the garages or in the driveways serving the Units or Lots or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable rules and restrictions adopted by the Board. For the purposes of this Section, a “Truck” shall be defined as a vehicle with a bed behind the passenger cab, regardless of whether the bed is enclosed and shall not include any vehicle commonly known as an SUV. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles (i.e. any vehicle which has any exterior lettering or logo, or has visible tools or equipment), recreational vehicles, trailers, campers, camper trailers boats, watercraft, motorcycles, boat trailers, Trucks rated more than one-half ton capacity (i.e. larger than a Ford F150 or GMC 1500), motor homes, buses, non-passenger vans (i.e., any van which does not have permanent installed seating for four or more passengers and does not have any windows completely circling the exterior or is in excess of seventeen (17) feet in

length), or any vehicles over eight (80) inches in height shall be parked entirely within the garage of the Unit and shall not be parked on any part of Windsor Park, or any driveway serving an Lot or Unit, or on any designated parking space within Windsor Park except: (1) commercial vehicles, vans or Trucks delivering goods or furnishing services temporarily during daylight hours and (2) upon such portions of Windsor Park as the Board may in its discretion, allow. The Association shall have the right to authorize the towing away of vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator. No Owner shall keep any vehicle on any Lot, except fully enclosed within his or her garage, which is deemed to be a nuisance by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Non maintenance to vehicles shall be performed on any part of Windsor Park or on any part of the Unit or Lot except within the garage. The provisions of the above Section G shall be subject to any applicable Municipal ordinances.

- H. Parking and Garages. Except as above noted, vehicles shall be parked only in the garages or in the driveways serving the Units, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such Roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board and/or the Municipality, as applicable. Reasonable rules and regulations adopted by the Board shall not include any prohibition against parking on Roads except as set forth in Paragraph G above, and no rule or regulation shall restrict parking on any public streets within the Properties that is more restrictive than the codes and ordinances of the Municipality. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, water craft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.
- I. Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal maybe kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and the Abacoa POA and hold them harmless against any loss or liability resulting from his or her, his or her Single Family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet. (See Jupiter Town Code regulations in Chapter 5 - Animals).
- J. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

- K. Antennas. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, place or permitted to remain on any portion of Windsor Park or upon any improvements thereon, unless expressly approved in writing by the Committee, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location, and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with Windsor Park and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but is not obligated, submit plans and specifications for same to the Association to ensure compliance with the Association's rules, if any, governing the types of permissible antennae and restrictions related to safety, location and maintenance of antennae. This Section 17 shall not apply to the Developer.
- L. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.
- M. Windows and Front Porches. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.
- N. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which shall not be unreasonably withheld.
- O. Hurricane Season. Each Unit Owner who intends to be absent from his Unit during the hurricane season (May 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:
- i. Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and
 - ii. Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the

- Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters, other than shutters installed by the Developer, be permanently installed, without the consent of the ACC.
- iii. If approved by the ACC, temporary or permanent exterior shutters may only be closed during a storm event. A "storm event" is defined as when a hurricane or tropical Storm Watch is issued by the appropriate authorities.
- P. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between the day after Thanksgiving and January 10 only, all exterior lights must be approved by the ACC.
- Q. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, artificial turf, and similar items must be approved by the ACC. The display of one (1) United States flag shall be permitted, subject however, to the reasonable standards of the Association with respect to size, placement, and safety. (Other flags from professional sports teams, colleges, and universities, etc., are prohibited, unless approved by the ACC)
- R. Irrigation. The Developer shall install a sprinkler system on each Lot. Except for sprinkler or irrigation systems installed by the Developer, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval from the ACC has been obtained.
- S. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, the Abacoa POA, the NPBCID, or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer, the Abacoa POA, and the Abacoa Development Company hereby reserve a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Property.
- T. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.
- U. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- V. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, boating, swimming, playing, or use of personal flotation devices, shall be permitted. The Association, the Abacoa POA, the Abacoa Development Company, or the NPBCID shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties, if any.

Water levels in the lakes, ponds and streams, if any, within and adjacent to the Property may rise and fall significantly due to, among other things, certain causes including, without limitation, rain, sun, and fluctuations in ground water elevations within the surrounding areas. Accordingly, Developer has not control over such water levels and/or ground water elevations. Each Owner, by acceptance of a deed or title to a Lot, hereby releases Developer, the Association, the Abacoa POA, the Abacoa Developer, the NPBCID, and the County from and against any and all losses, claims, demands, liabilities, damages, costs

and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from water levels in the lakes, ponds and streams regardless of the cause thereof. (Important Note – There are no lakes, ponds or streams within the legal land boundaries of Windsor Park)

- W. Recreational Facilities. All recreational facilities and playgrounds furnished by the Abacoa POA or the Association, if any, or erected within the Properties, if any, shall be used at the risk of the user, and neither the Association nor the Abacoa POA shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.
- X. Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give an owner in violation of the Rules and Regulations of the Association, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his Single Family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.
- Y. Abacoa POA Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Abacoa POA. Should the Abacoa POA be required to seek enforcement of any provision of this Declaration, the Abacoa Declaration, or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his Single Family, guests, invitees, or lessees) shall be liable to the Abacoa POA for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.