

WINDSOR PARK AT ABACOA HOMEOWNERS ASSOCIATION, INC.

Application Instructions for Resale or Lease

Please note that there is a capital contribution required for all resales.

1. The attached application for occupancy must be completed by the purchaser(s) or lessee(s). Please complete all questions.
2. A copy of the signed sales contract or lease agreement must accompany this application.
3. Please allow 10 days for review of application. Occupancy prior to approval is prohibited.
4. As a member of the Association, you are agreeing to abide by the Association's Documents as recorded in the Palm Beach County Official Records. If you have not received a copy of these documents from the Owner/Seller of your unit, they are available to you from the management office by calling (561) 624-5888, for a fee of \$25.00.
5. If leasing, the owner must make a copy of the Governing Documents available to the Lessee. Owners are responsible for the actions of tenants and all guests and subject to fines for violation of the Association Documents and/or the Rules & Regulation by the tenant or guest.
6. Leases shall provide for a term of not less than twelve (12) months.
7. Criminal Background checks must be included for all Lease or Sale Applications.

Please submit completed application and a copy of the sales contract or lease agreement to:

Capital Realty Advisors, Inc.
600 Sandtree Drive, Suite 109, Palm Beach Gardens, FL 33403
561/624-5888 / fax: 561/624-5827

1. Assure that your title company has verified that all homeowner fees on your new home have been paid. These fees are a lien against your unit, and you could be responsible if they are outstanding.
2. Please instruct your title company to forward a copy of your warranty deed to Capital Realty Advisors, Inc. as soon as possible. Management will not change the name on the official records without receiving this information. It is the homeowner's obligation to make sure that mailing addresses and telephone numbers are up to date with the management company.
3. Unit Owner fees are due in advance on the first day of each quarter. A coupon and return envelope will be mailed to you as a courtesy prior to the beginning of each quarter. It is the unit owner's responsibility to pay these fees regardless if coupons were sent. If you require a quarterly coupon, please call Capital Realty Advisors, Inc. at 561-624-5888.
4. Please obtain all keys from the Seller.
5. There is a Capital contribution required for all resales which is equal to two months of association fees.
6. Criminal Background checks must be included for all Lease or Sale Applications.

**WINDSOR PARK AT ABACOA HOA, INC.
APPLICATION FOR RESALE OR LEASE - PLEASE PRINT**

Check here if lessee is an active member of the military service.

DATE: _____ OCCUPANCY DATE: _____
(IF LEASING, TERM-FROM-TO)

ADDRESS: _____ KEY FOB #'s: 1) _____ 2) _____
(PURCHASED OR LEASED) (FOBS GIVEN TO NEW OWNER/TENANT)

REALTOR: _____ PHONE #: _____

OWNER NAME(S): _____ PHONE# _____

OWNER(S) MAILING ADDRESS: _____

APPLICANT INFORMATION (*If leasing Date of Birth & Social Security Number are required)

APPLICANT(S): _____ DOB: _____ SS#: _____
(NEW OWNER NAME (AS TITLE WILL APPEAR) or NEW LESSEE NAME)

PHONE #: _____ EMAIL: _____

IN ADDITION TO APPLICANT(S), LIST OTHERS WHO WILL RESIDE IN UNIT:

NAME _____ AGE _____ DOB _____ RELATION _____ SS# _____

NAME _____ AGE _____ DOB _____ RELATION _____ SS# _____

NAME _____ AGE _____ DOB _____ RELATION _____ SS# _____

IN CASE OF EMERGENCY NOTIFY: _____

PART 1 – PRESENT RESIDENCE

PRESENT ADDRESS: _____

PHONE #(S): _____

PART 11 – PRESENT EMPLOYMENT

EMPLOYED BY _____ PHONE _____
(OR RETIRED FROM) (BUSINESS NAME IF SELF EMPLOYED)

HOW LONG _____ POSITION _____ ADDRESS _____

PARTNER'S EMPLOYMENT _____ PHONE _____

HOW LONG _____ POSITION _____ ADDRESS _____

PART III – PERSONAL REFERENCES

NAME _____ HOME _____ OFFICE _____

NAME _____ HOME _____ OFFICE _____

NAME _____ HOME _____ OFFICE _____

PART IV - VEHICLES

MAKE _____ MODEL _____ YEAR _____ PLATE# _____ STATE _____

MAKE _____ MODEL _____ YEAR _____ PLATE# _____ STATE _____

DRIVERS LICENSE # _____ DRIVERS LICENSE # _____

PART V – PETS

WILL PETS RESIDE IN UNIT? NO ___ YES ___ IF YES, LIST BREED AND WEIGHT:

ACKNOWLEDGEMENT

I/We hereby agree on behalf of all persons who may use the unit, which I seek to purchase or lease, that I/We have read, understand and will abide by all Restrictions in the By-Laws, Rules and Regulations and Association Documents. I/We understand that failure to follow the Rules and Regulations will subject us to violation notices, fines, etc. I/We understand that the acceptance for purchase or lease is conditioned upon the truth and accuracy of this application and upon the approval of the Board. I give my full authorization to verify the above information.

I/we give my/our permission for a nationwide Law Enforcement Background investigation and credit history verification; and understand that the HOA may deny the lease based on reasonable evidence that any occupant may pose a risk to the community or be unlikely to comply with the financial requirements of the lease.

BUYER DISCLOSURE

The association maintains landscaping and irrigation as originally installed by the developer. Buyer(s) should be aware that if the prior owner(s) of the property has added landscaping and/or landscape modifications to any section of property; it is the new owner's responsibility to maintain. The buyer acknowledges this by signing the sales application.

APPLICANT SIGNATURE _____ DATE _____

APPLICANT SIGNATURE _____ DATE _____

OWNER SIGNATURE (IF LEASING) _____ DATE _____

Windsor Park and Abacoa POA Rules and Regulations

Approved at Board of Directors Meeting on June 3, 2020.

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 attached 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.
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, buntings, banners, streamers, portable signs, flags, billboards, and similar signs are prohibited.

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 may be 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, aeriels, 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, placed 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, 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.
- Z: **Criminal Background Check: Criminal Background Checks must be submitted with Lease or Sale Applications for all applicants.**

APPLICANT SIGNATURE

DATE

APPLICANT SIGNATURE

DATE

WINDSOR PARK HOMEOWNERS ASSOCIATION

PET RULES AND REGULATIONS

Many of us who came from private homes surrounded by ample grounds will find HOA living a new experience requiring some "getting used to." The Rules and Regulations set forth are for the guidance of all owners, their families and guests when in the common areas with a Pet. These Rules are based upon the Humane Society pet policies for Condominiums and Homeowners Associations and on common sense and consideration for others.

All pets & support animals must be registered with the Association. The Property Manager and staff have been instructed to enforce these rules without deviation. Suggestions for changes may be made to Management who will place them on the agenda for the Board of Directors to review at the next Board meeting. Directions to the Manager can be given only by the Board of Directors. Your understanding and cooperation will be appreciated by all owners.

GENERAL:

01. Pets shall not be kept, bred, or used for any commercial purpose. Consider having your cats and dogs neutered or spayed by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
02. Pets must be confined to the pet owner's unit and must **not** be allowed to roam free or be tethered.
03. Pets must not be left unattended on patios or balconies at any time.
04. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier when in the common areas.
05. Pets shall be on a leash when exercised in the common areas.
06. Persons who walk pets are responsible for immediately cleaning up after their animal and discarding securely bagged droppings in the provided doggie stations or your personal trash can only.
07. No pet waste may be dropped in the common area trash cans and storm drains.
08. Pet owners are responsible for any damage caused by their pet.
09. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

10. Example of nuisance behavior are as follows:
Pets whose unruly behavior causes personal injury or property damage.
Pets who make noise continuously and or incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of the day or night.
Pets who enter the amenity and relieve themselves on walls or floors of the amenity.
Pets who exhibit aggressive or other dangerous behavior.
Pets in the common area who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
Pets who are conspicuously unclean or parasite infested.
11. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).
12. Enforcement: Any resident or personnel observing an infraction of any of these rules may discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to management. If the Board is in agreement with such complaint, the pet caregiver will receive written notice of violation.
If the violation notice is delivered and the problem is still unresolved after 14 days, arrangements will be made for a hearing. The Board of directors may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the association and its residents. The Board of Directors also has the authority to assess and collect fines for violations of the rules pertaining to pets and to assess and collect amount necessary to repair or replace damaged common areas or objects.

Signature _____ Date _____

Signature _____ Date _____

WINDSOR PARK CLUBHOUSE - RULES AND REGULATIONS

The Clubhouse facilities shall be available to all homeowners in good standing with the Association and their guests, subject to the following rules:

The main building opens at 7:00 a.m. and closes at 10:00 p.m. The fitness center and exterior bathrooms open at 5:00 a.m.

- 1) Clubhouse multi-purpose room rental hours are Monday through Thursday, between 7:00 a.m. until 10:00 p.m.; and Friday through Sunday, between 7:00 a.m. until Midnight. All parties must conclude by midnight.
- 2) No smoking is permitted anywhere in the clubhouse or pool area, grill or fire pit area.
- 3) No pets are permitted anywhere in the clubhouse facility, pool area, or mailroom.
- 4) Proper attire is required in the building, i.e., no swimsuits, bare feet, bare chest. Cover-ups are required.
- 5) Homeowners are responsible for their conduct as well as the conduct of their guests. Courtesy, decorum, good conduct and safe behavior must be observed. No loud or disorderly conduct.
- 6) Any persons or organizations using the clubhouse are responsible for the cost, repair or replacement of any homeowner association property that is misused, damaged or stolen while under their or the organization's care, custody or control.
- 7) Personal supplies or equipment may not be stored at the clubhouse or pool area. Personal supplies or equipment will not confer any responsibility to the Association for any loss or damage sustained by such property.
- 8) The authorized resident using the clubhouse kitchen facilities is responsible for the care and cleaning up thereof. Urns, coffee canisters, counters, etc. shall be thoroughly washed. Garbage must be removed from the premises. Furniture and equipment must be returned to its proper locations.
- 9) No equipment, furniture, notices or photos on association property may be removed from the clubhouse or its surrounding areas.
- 10) The Rental agreement is only for use of the clubhouse multi-purpose room and excludes the fitness center, TV room and pool. There are Non-Refundable Use Fees and a Refundable Security Deposit required with the application to reserve a date for a clubhouse rental. *There are no fees for use of the room for board-sanctioned activities. The furniture in the room must be rearranged to its regular position after the event.* Residents are to call Management, Capital Realty Advisors, at 561-624-5888 to reserve the facilities.
- 11) *The TV room/lounge is for personal use by residents only and may not be reserved or used for parties, presentations, meetings, etc.*
- 12) No children under the age of 16 are permitted to use the fitness equipment.
- 13) No one under the age of 18 is permitted to use the grill or fire pit equipment.

- 14) Homeowners are not permitted to have pool parties. No decorations are allowed in pool area. No glass is allowed within the pool fence. In the event of broken glass inside the pool fences, the resident responsible for pool entry will bear the cost of pool and deck clean-up including draining and refilling pool if necessary. All food and drink must be a minimum of 4 feet from the pool. Only personal safety flotation devices and noodles are allowed in the pool. Items such as kayaks, and surfboards are not permitted due to safety concerns. Children who are not potty-trained are required to wear appropriate water tight attire at all times while in the pool and pool area.

Residents are to call Capital Realty Advisors at 561-624-5888 to report any pool incidents.

- 15) Homeowners will observe a 10:00 p.m. noise ordinance. No outside noise is allowed after 10:00 p.m. in outside areas. Pool area closes at sunset, in accordance with County regulations.
- 16) The posting of signs, notices or photos on any common area or clubhouse surface or clubhouse property is prohibited, any other use of the clubhouse facility or property must be approved by Management.
- 17) Reservations for the use of the clubhouse facilities must be approved and scheduled by the management office no earlier than 60 days prior to the event. A refundable damage deposit and a non-refundable cleaning fee will be collected from residents at time of reservation.
- 18) Failure to abide by any of the terms of the rental agreement or clubhouse rules will result in the forfeiture of the security deposit. The HOA may then impose additional fees to pay for any damages or loss that would have been covered by the forfeited security deposit.

I acknowledge that I have read and agreed to the Terms and Conditions of the Windsor Park Clubhouse Rules. I agree to indemnify and hold harmless the Windsor Park HOA, its officers, employees and agents from and against any accident or injury that might be sustained from the use of the clubhouse. I will assume full responsibility for the actions of my guests and be personally liable for any claims that may arise as result of their actions while using this facility.

RESIDENT: _____

RESIDENT: _____

WINDSOR PARK HOA AMENITY FACILITY

FITNESS CENTER/FIREPIT/GRILL RELEASE - ALL USERS

**WINDSOR PARK AMENITY FACILITY IS DESIGNATED AS NO SMOKING
THROUGHOUT THE ENTIRE CAMPUS.**

The Windsor Park HOA fitness center; grill area and fire pit are community amenities. All owners, residents, family members and guests of owners or residents have the right to use the facilities.

Fitness Center: You must be 16 years or older to utilize the fitness center equipment. Persons aged 13-15 who have had a session with a personal trainer on the proper use of equipment may use the fitness center, but must be accompanied by an adult guardian who will assume full responsibility for the individual while using the equipment and machinery in the fitness center. No persons under the age of 13 are allowed in the fitness center.

The use of the fitness center equipment and machinery can be a potentially hazardous activity. The risk of injury or even death may arise from the improper use of the equipment and machinery or from use by a person not in good physical health or for other reasons. The responsibility to receive medical clearance rests exclusively with the person using the fitness center, and will continue to be the obligation of the participant as long as he or she uses the fitness center.

Firepit and Grill: All persons using the propane grill and firepit MUST be 18 years and older. THERE IS A 30 SECOND DELAY WHEN THE FIREPIT SWITCH IS TURNED ON TO WHEN THE FLAME IS PRODUCED.

By signing below I am accepting responsibility for the access and use of the above amenities and am releasing the Windsor Park HOA from any and all obligations and liabilities including injury or even death from said use of the above amenities by myself, family members and guests.

Resident Signature

Resident Signature

Address

Two FOB Numbers (Must be included)

WINDSOR PARK HOA
COMMUNICATIONS REGISTRATION AND AUTHORIZATION FORM

Please mail completed form to Capital Realty: 600 Sandtree Drive, Suite 109, Palm Beach Gardens, FL 33403, fax to (561) 624-5827 or email Tracy Cooper at tcooper@cra.email.

I. EMAIL PERMISSION FOR HOA BOARD OF DIRECTORS COMMUNICATION

The Board of Directors sends notices via email in lieu of sending notices via regular mail. These notices have proven to be the most cost effective and most timely way to communicate with Windsor Park Homeowners. These notices include notices of special meetings and board meetings/agendas, pending changes in rules and regulations, member meeting notices, and notices of special assessments. Also, included would be our community newsletter and important community announcements pertaining to pending storms, landscaping schedules, and other urgent announcements. Owners no longer wishing to receive these communications have the option of canceling at any time.

- YES, I agree to receive email communications from the Association, and acknowledge that paper will no longer be mailed.

WINDSOR PARK HOA ADDRESS: _____

Primary Email Address: _____

Additional Email: _____

- NO, I do not want to receive email communications from the Association.

II. DIRECTORY PERMISSION FOR WINDSOR PARK OWNER'S DIRECTORY

The Board of Directors may publish an Owner's Directory and make it available at the annual meeting and/or upon request. The directory can be used as a handy reference to contact friends and neighbors and keep in touch throughout the year.

- YES, I agree to have the information below included in the Community Directory
 NO, I do not want the information below included in the Community Directory

Please provide the information you would like to have included in the Owner Directory:

RESIDENT #1 LAST NAME: _____ FIRST NAME: _____

PHONE: _____ EMAIL: _____

RESIDENT #2 LAST NAME: _____ FIRST NAME: _____

PHONE: _____ EMAIL: _____

RESIDENT #3 LAST NAME: _____ FIRST NAME: _____

PHONE: _____ EMAIL: _____

Signature _____ Date _____

Printed name _____