

**Preserve at Astor Farms
Homeowners Association**

*Rules
and
Regulations*

Preserve at Astor Farms Homeowners Association

Rules and Regulations

The Preserve at Astor Farms Homeowners Association has established the following Rules and Regulations in accordance to the *Declaration of Covenants and Restrictions Article IV, Section 4. Paragraph D.* These Rules and Regulations were produced to promote the awareness of the Restrictions as recorded in the *Declaration of Covenants and Restrictions for Preserve at Astor Farms*¹ and the *First Amendment to Declaration of Covenants and Restrictions*² and to publish the adopted Rules and Regulations³ with the purpose of upholding the aesthetics and desirability for the community.

Concerns should be presented in writing and directed to the Association, c/o Leland Management for attention. If so requested, the identity of the complainant will be maintained anonymous.

1. Air Conditioners - Window & Portable Units

Declaration of Covenants and Restrictions Article VII, Section 22: Air Conditioners-Window air conditioning units are prohibited. Permanently mounted wall air conditioning units shall not be permitted unless first approved by the ARC.

2. Clotheslines

Declaration of Covenants and Restrictions Article VII, Section 8: Clothes Drying Area - No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened by fencing or landscaping from view from adjacent property or streets.

3. Common Areas

Declaration of Covenants and Restrictions Article VI. Section 12. Damage to Common Areas by Owners. Any maintenance, repairs or replacements within the Common Areas arising out of or caused by the willful or negligent act of the Owner, his family, guests or invitees shall be maintained, repaired or replaced at said Owner's expense or a Special Assessment therefore shall be made against the Lot or Unit.

4. Fences

Declaration of Covenants and Restrictions Article VII, Section 20: Fences- The composition, location and height of fences and walls must be approved by the ARC in its sole discretion, prior to installation in accordance with standards and requirements set by the ARC from time to time. Fences shall not exceed six feet (6') in height, and shall be aluminum, wrought iron or pvc vinyl only...Along water front property...Tapering of sides from a six-foot (6') height to a four-foot (4') along rear of all properties in a picket style will be considered.

¹ Recorded 11/20/2001, Clerk of the Circuit Court Seminole County

² Recorded 09/03/2002, Clerk of the Circuit Court Seminole County

³ Adopted by the Board of Directors of the Preserve at Astor Farms on 11/10/2005

5. Driveways & Sidewalks

Declaration of Covenants and Restrictions Article VII, Section 16: Maintenance of Parking Area, etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.

6. Flags

Flag poles, both in-ground and those that attach to a dwelling, must have advance ARC approval. In-ground flag poles must be used for flying the American Flag only. Flags are not to appear faded or tattered. Flag poles must be removed or stored when not used for its approved purpose.

7. In Home Business

Declaration of Covenants and Restrictions Article VII, Section 15, Business. No trade or business will be conducted or carried on upon the Property or in any building or other structure erected thereon, except that an Owners or occupant residing in a Unit may conduct business activities within the Unit so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit;*
- (b) the business activity conforms to all zoning and land use requirements for the Property;*
- (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of the residents of the Property; and*
- (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazard or offensive use, or threaten the security or safety of other residents of the Property...*

8. Lawn and Landscape - Modifications

Declaration of Covenants and Restrictions Article VII, Section 17: Maintenance of Landscaped Areas-No modifications to any landscaping shall be commenced unless approved in writing by the ARC. Notwithstanding, this approval shall be necessary in the removal of any sod placement of additional landscaped bed or ornamental lawn fixtures. All materials used in landscaping shall consist of sod and living plant material.

- A. No planters or potted plants are permitted in the landscaping beds, lining a driveway, or along the sides of a home. A decorative potted plant to be located on either or each side of an entry may be presented to the ARC for consideration through the Architectural Review Application process.
- B. All lawn ornaments and features including but not limited to rocks, edging material, statues, figurines, bird baths, ponds and fountains must have advance ARC approval. The ARC reserves the right to limit the number, size and location of such items.

9. Lawn and Landscape - Maintenance

Declaration of Covenants and Restrictions Article VII, Section 17: Maintenance of Landscape Areas. Paragraph f). All landscaped areas including, without limitation, lawns (to the paved private roadway), shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees, which die or are badly damaged shall be replaced with similar, sound, healthy plant materials, which shall also be subject to all maintenance rules.

- A. Proper maintenance of the lawn and landscaping include but are not limited to mow, edge, string trim, fertilize, irrigate, treatments of herbicide and pesticide and removal of weeds is to be completed as the conditions necessitate.

B. Lawn equipment is to be stored within the dwelling or concealed within a privacy fence when not in use.

10. Lighting

Declaration of Covenants and Restrictions Article VII, Section 24: Lighting Paragraph a). No exterior lighting fixtures shall be installed on any Unit without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the resident of adjacent Units.

All lighting apparatuses; decorative or otherwise, must be maintained in good working condition and appearance.

11. Mailboxes

Declaration of Covenants and Restrictions Article VII Section 25. Mailboxes. Mailboxes shall be uniform and shall be of the type and quality as approved by the ARC. In the event a mailbox is damaged or destroyed, the Owner or Owners shall replace the mailbox with the same type and quality of mailbox as soon as reasonably practicable.

12. Nuisances

Declaration of Covenants and Restrictions Article VII, Section 5: Nuisance-Nothing shall be done on the Property which is illegal or which may be or may become an annoyance or nuisance to the neighborhood. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final.

No noxious, destructive or offensive activity shall be permitted on any Lot or Common Area, nor shall anything be done therein which is considered a nuisance to any other Owner or person at any time lawfully residing on the Property. No flammable, combustible or explosive fluid or chemical substance shall be kept in or upon any Lot except such as required for normal household use and the same shall be kept within the dwelling unit.

13. Pets

Declaration of Covenants and Restrictions Article VII, Section 14: Animals. No horses, cattle, swine, goats, poultry, fowl or any other animals not commonly considered household pets shall be kept on the property. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the Property without the express prior written consent of the Board.

- a) When outside the residential lot, all leashable pets shall be walked using a leash or other restraining harness. No pet shall be allowed to roam unattended. The Association may, from time to time, adopt, publish and impose reasonable regulations setting forth the type and number animals that may be kept on the Property.*
- b) Leaving pet food outside the residences within the Property is prohibited.*

A. All Owners at all times shall comply with rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals, and shall at no times allow such animals to constitute a nuisance within any portion of the Property.

B. At all times, pet owners must be responsible for the prompt collection and proper disposal of all droppings from their pet.

14. Play Structures and Sports Equipment

- A. **Basketball Hoops** are to be kept to the rear of the driveway, not in any proximity of the street. The basketball hoops must be maintained in good order and appearance.
- B. **Play Sets** including but not limited to swing sets, jungle gyms, play houses, and outdoor toddler furniture shall be restricted to the back yard of a unit. Any play set not concealed completely by a privacy fence must have advance ARC approval. Play sets must be maintained in good order and appearance.
- C. **Skateboard Ramps** are prohibited and shall not be allowed on any Lot or Common Area.

15. Pool Equipment & Tanks

Declaration of Covenants and Restrictions Article VII, Section 28. E. All fuel tanks for swimming pools, along with other necessary pool mechanical equipment, shall be shielded from view at ground level by appropriate landscaping or approved decorative fences.

16. Property Elevation

Declaration of Covenants and Restrictions Article VII, Section 19: Change of Elevation-No sod or topsoil shall be removed from any portion of a Lot or Living Unit without approval from the ARC and appropriate governmental approvals. No change in elevation of any Lot shall be made without protecting adjoining lots from surface water drainage caused by the change.

17. Property Maintenance

- A. All structures, improvements, and fences shall be maintained and kept in first class, good, safe, clean, neat and attractive condition by the Owner of each Lot consistent with the general appearance of the Preserve at Astor Farms.
- B. No storage is allowed outside the dwelling. BBQ grills and other outdoor cooking units must be located at the rear of the dwelling. Such items shall not pose a nuisance or be unsightly to others in the community.
- C. Holiday lighting and decorations must be removed within fifteen (15) days after the holiday.

18. Rentals & Leases

Declaration of Covenants and Restrictions Article VII, Section 29. Leasing. Transient rentals are prohibited; Units may be leased for a minimum of seven (7) months... Section 30. Time Shares. No Lot or Unit shall be owned or used in multiple or time share ownership requiring registration pursuant to the provisions of the Florida Statutes...

19. Satellites & Antennas

Declaration of Covenants and Restrictions Article VII, Section 10: Satellites or Aerials-Without the express prior written consent of the ARC to the location of an exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals, none may be erected or maintained in the Property...

20. Sheds & Temporary Structures

Declaration of Covenants and Restrictions Article VII, Section 2: Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary or accessory building or structures shall be erected or permitted to remain on the Property...

21. Signs

Declaration of Covenants and Restrictions Article VII, Section 23: Signs-No signs of any kind shall be displayed to the public view of any lot or Unit, except those which shall be in compliance with the guidelines established by the ARC.

“For Sale” and “For Rent” signs are prohibited for as long as the Declarant, Developer or its successors or assigns retains title to any lot within the Association.

22. Trash & Garbage

Declaration of Covenants and Restrictions Article VII, Section 3: Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on the Property... If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed at the curb of a residence only on the day that pick-up is to be made ... At all other times, such trash containers shall be kept in a closed garage or in an enclosed structure designed to prevent access by nuisance wildlife.

23. Vehicles & Parking

Declaration of Covenants and Restrictions Article VII, Section 7: Vehicle Parking. The Board may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or parking area which may be in front of, adjacent to or park of any Unit as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration. Overnight parking or storage of trucks or commercial vehicles in excess of one-half ton (1/2) rated capacity is prohibited. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Property in such a manner as to be visible from any point on adjacent property or the street. The following initial rules have been adopted by the Board:

- A. *Prohibited Vehicle - No "Prohibited Vehicle" shall be parked or stored on any of the Common Property or stored on any of the Common Property or on any portion of a Lot which is visible from any of the Common Property or from any road or other Lot within the Property. For purposes of this Section, a "Prohibited Vehicle" is:*
- (1) a truck (except a one-half (1/2) ton pick-up truck which has no camper top, bed enclosure or other appendage attached to it), delivery van, service van, or bus;*
 - (2) a commercial vehicle (i.e., one not designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or other commercial insignia, except if such lettering, graphics or insignia are completely covered with a magnetic or other type covering of the same color as the vehicle;*
 - (3) a recreational vehicle (RV) including a camper, mobile and motor home, all terrain vehicle (ATV or ATC) or dune buggy;*
 - (4) a trailer of any type;*
 - (5) a boat; or*
 - (6) a derelict or junked vehicle, including a vehicle with no current license plate or a vehicle incapable of self-propulsion.*

For purposes of this Section, a “Prohibited Vehicle” shall not be deemed to be (even if generally described above) any commercial or public service vehicle present in the Property while performing services for or on behalf of Owners or residents of the Property.

- B. *Non-resident/visitor parking. While parking within the Property, non-residents and visitors shall follow all parking rules and regulations.*

All vehicles of any owner, resident, tenant or guest must park in the driveway or garage for the Lot. Vehicles shall not be parked on any lawn or landscaped area, or any common area unless so designated as a parking area. No vehicle shall be parked on any street overnight or for a period extending beyond 8 hours consecutively.

Vehicles displaying any type of sign (e.g. "For Sale") is not permitted in the community.

24. Wildlife

Declaration of Covenants and Restrictions Article VII. Section 15. Paragraph c). Residents of the Property shall not feed Bears within the Property or surrounding areas. Wildlife feeding within the property is prohibited except for bird feeders (which may only contain birdseed) suspended above the ground. The Association may suspend all bird feeding during any period of increased nuisance wildlife activity.

25. Windows & Doors

A. Screen Doors

Screen doors are not permitted on any garage. Only retractable screen doors are permitted for the front doors but you must have advance ARC approval.

B. Security Bars

Security bars on windows and/or doors are prohibited.

C. Storm Shutters

Declaration of Covenants and Restrictions Article VII. Section 11. Hurricane or Storm Shutters. No Hurricane or storm shutters shall be installed unless the same be of a type approved by the ARC.

D. Window Treatments

Window treatments shall consist of drapery, blind, decorative panels, or other traditional window coverings, and no newspaper, aluminum foil, sheets or other temporary window coverings are permitted.

Architectural Alterations

*Declaration of Covenants and Restrictions Article I Section A. "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors of the Association for the purpose of reviewing and approving or vetoing all architectural, engineering, planning and landscaping aspects of any improvement or development of individual units or buildings.**

1. The ARC shall have full authority to regulate the use and appearance of the Property and all improvements constructed thereon to assure harmony of external design and location in relation to surrounding improvements and topography and to protect and preserve the desirability of the Property as a residential community.
2. The Architectural Review Committee shall be appointed and removed by the Association's Board of Directors at will.
3. No building, fence, hedge, wall, walk, pool, landscape plan, enclosure or any addition, improvement or alteration to any part of the exterior shall be constructed, erected, removed, planted or maintained nor shall any addition to, or any change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, and location of same shall have been submitted to, and approved in writing by, the ARC.

4. The application must include a copy of the property survey with the addition or alteration drawn to scale and in relation to the existing dwelling, a detailed description of the improvement. Each request is to be submitted on a separate application.
5. The owner of the unit will be responsible to obtain any and all required permits from city, county, state or federal governmental entities.
6. No dwelling unit or portion thereof shall be painted except in the same color as selected by the Builder, unless the Board approves a different color.
7. The ARC shall have the right to refuse approval of plans, specifications, or locations upon any grounds, including purely aesthetical consideration, which the ARC, in its sole and absolute discretion, deems appropriate and assures harmony of external design that will be in the best interest of the Association.
8. The Board of Directors reserves the absolute right to reverse a decision made by the ARC. In the event a Homeowner disputes a decision made by the ARC, Homeowner may appeal the decision in writing to the Board of Directors. All decisions of the Board of Directors regarding such appeals shall be final and binding.

Violation Process

1. **FIRST NOTICE** – The owner will receive a notice of violation in the mail. The owner will be given fourteen (14) days to correct said violation.
2. **SECOND NOTICE** – If the owner fails to correct the violation within the timeframe established in the First Notice, the owner will be sent a Second Notice, which will reiterate the First Notice, and inform the owner that if the violation is not corrected within an additional 14 days, the Association will take action to compel the owner to cure the violation.
3. **FINAL NOTICE** – If the owner fails to correct the violation after the Second Notice after the timeframe listed thereupon elapses, the owner will be sent a Final Notice indicating that the matter has been turned over to the Association’s attorney, and that legal action is being taken. Further, the Final Notice will indicate that any and all costs associated with this action will be the responsibility of the owner.
4. **The Association will use any and all legal means at its disposal to compel owners in violation of these Rules and Regulations to cure or discontinue said violations. Such means may include, but are not necessarily limited to suspension of privileges (i.e. use of the Association’s common elements), suspension of voting rights, and the imposition of monetary charges to the maximum amount allowable by law.**