Welcome to

EastWood

A Residents' Guide to the
Covenants, Restrictions, Rules and Regulations
Eastwood Community Association, Inc.
(including the Preserve)

September 21, 2001
Revision 1.0

An Open Letter to All Homeowners and Residents of Eastwood
August 22, 2001
December 20, 2017

The Eastwood Community Association, Inc., transitioned from a developer-controlled Board of Directors to a homeowner-controlled Board of Directors on January 31, 2001. The initial Board of Directors consists of thirteen members, duly elected from the seven districts within Eastwood. (After the initial election, the Board, if it so chooses, may increase the number of neighborhood districts with a corresponding increase in the number of Directors.)

There is one master association within the Eastwood community. It is called the Eastwood Community Association (ECA) and is a covenant-controlled community to which all homeowners belong and pay assessments. Its mission is solely dedicated to the management and operations of the entire Eastwood development.

The section of Eastwood designated as "The Preserve at Eastwood" (behind the gate) does not have a separate association, but rather has representative districts on the Board of Directors. It is a neighborhood within Eastwood and pays additional assessments that are designated only to be used for administration, management, and maintenance of the common property and roadways within the Preserve.

The purpose of this Resident's Guide is to summarize, in easy-to-understand language, the covenants and restrictions ("C&Rs") and the rules and regulations as may be established by the Board of Directors ("Board Rules") that guide the actions and decisions of the Board of Directors and/or their designees. This summary was developed from and guided by several documents that were provided to each homeowner at the time of closing as well as action by the Board of Directors (these documents are collectively known as the "Governing Documents"):

- The Declaration of Covenants and Restrictions for Eastwood (the "Declaration"), as amended from time to time;
- The Amended, Restated and Consolidated Declaration of Covenants and Restrictions for the Preserve at Eastwood, as amended from time to time;
- The Rules and Regulations approved by the Board of Directors;
- By-Laws of the Eastwood Community Association, and
- The Articles of Incorporation of the Eastwood Community Association, Inc.

One of the responsibilities of the Board of Directors of this homeowners association is to enforce all covenants, restrictions, rules, and regulations and to establish new rules and regulations as may be necessary from time to time. The purpose for these Rules is to further enhance our community as a whole, to protect the investment of each homeowner, and to define the obligations each homeowner has in using and maintaining his/her property.

The individual neighborhoods may establish and maintain neighborhood committees ("Neighborhood Committees").. The scope of responsibility of these Neighborhood Committees will be more fully developed over the coming months. Additionally, these Neighborhood Committees, with voted approval of a majority of the residents of that neighborhood, may add more rules and regulations to be applicable to that neighborhood. Once approved, the recommended rules and regulations are presented to the Board of Directors for review and approval. These additional rules and regulations must not circumvent these overall Rules and must be stricter, not more lenient.

Additional rules and regulations related to Architectural Review must be approved by 75% of the residents of that neighborhood. Once approved, the recommended rules and regulations are presented to the Modifications Committee for review and approval. These additional rules and regulations must not circumvent the ARP or ADG requirements and must be stricter, not more lenient.

Please take a few minutes to review this Residents' Guide. It is very important for you to know and understand the governing documents because your compliance is mandatory. If you sell your home, you must leave this booklet for the new owner(s), so they will also be informed of the rules and regulations as well. If you lease or rent your property, it is your responsibility to ensure that your tenants, children, guests, and invitees are aware of, and comply with, these Rules. Additional copies are available from the property management office for a nominal fee.

In addition, and above and beyond the Rules, there may be times when you have a grievance with another resident. We suggest these guidelines for conflict resolution:

- First, try talking. Try to maintain open lines of communication;
- Second, if the resident will not listen to you, write a letter explaining the situation to the property management company; (even though the Board of Directors of ECA has developed these Rules, it may delegate to a property management company certain day-to-day enforcement duties);
- Third, follow additional mediation processes the Board of Directors may recommend.

The current management company is **Extreme Management Team**

Telephone: 407-823-9494, Email: office@eastwoodcommunity.com **The Office is located on-site at 150 Cavan Lane.** The current property manager is Aimée Lewis. If the Board of Directors changes our property manager, you will be notified in writing. If you have any questions, please contact your district Board member.

The Board of Directors of Eastwood Community Association

IMPORTANT NOTE — This Residents' Guide is for the convenience of owners and residents. If there is a conflict between this booklet and the official Declaration, Articles, or Bylaws, the official Governing Documents prevail.

The Board of Directors can add, delete, or modify any of these rules and regulations as provided in the C&Rs at any time and will make all reasonable efforts to ensure that homeowners are informed of such revisions.

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REVISION TRACKING LOG

Revision	Section Revised	Change
0	N/A	Original Issue
1	, 26	Changed "should" to "shall" in the revised sentence "Dead landscaping such as sod, shrubs or trees shall be replaced within thirty (30) days."
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Section I - DEFINITIONS

1. **ARC =** An Architectural Review Committee is the organization by which a Neighborhood Committee exercises influence over the exterior appearance of its own neighborhood and the properties located in each neighborhood. All neighborhood ARCs are subject to the MC's ultimate authority and control.

2. **Architectural Design Guidelines** or **"ADG" =** The detailed handbook that provides the design standards, specifications, and guidelines that will be used in designing and approving proposed modifications to properties. It also explains the process to be used in evaluating proposed applications.

3. **Architectural**. **Review Policy** or **"ARP" .=** the Policy Guide provided to the Owners as a short summary of the ADG.

4. **Association** or **"ECA" =** The Eastwood Community Association, Inc. (ECA), a Florida nonprofit corporation, its successors, and assigns.

5. **Board of Directors** or **"Board" =** The duly elected Board of Directors that governs the management and operations of ECA.

6. **Board Rules =** The rules and regulations as may be established from time to time by the Board of Directors acting in accordance with the C&Rs.

7. **C&Rs =** Covenants and Restrictions of the Association as may be properly amended from time to time.

8. **Common Area(s) =** All real property owned by the Association for the common use, enjoyment, or responsibility of all homeowners; this may include, but is not limited to: open green space, median strips, drainage systems, conservation areas, irrigation systems, entry features, landscape buffers, lakes, detention and retention ponds, pedestrian trails, bicycle paths, walls, parks, and recreational areas.

9. **Declaration =** The Declaration of Covenants and Restrictions for Eastwood and the various Amended, Restated and Consolidated Declaration of Covenants and Restrictions for the Preserve at Eastwood, Turnberry Pointe and The Villages at Eastwood, as the documents may be amended from time to time.

10. **Derelict vehicle =** A vehicle with no current license plate or current registration or one that is incapable of being driven.

11. **Director =** A member of the Board of Directors.

12. **District =** A geographical area or areas comprised of one or more neighborhoods that represent one unit for electing a member of the Board of Directors.

13. **Eastwood =** The Common Areas, golf course, commercial property and private residential property within Eastwood, the Preserve at Eastwood, Turnberry and such other areas as may be from time to time legally added to the development.

14. **General, Assessment =** Assessments levied on homeowners to fund expenses to meet the annual budget for operating the Association.

15. **Governing Documents =** The Declaration of Covenants and Restrictions for Eastwood (the "Declaration"), as amended from time to time; The Amended, Restated and Consolidated Declaration of Covenants and Restrictions for the Preserve at Eastwood, as amended from time to time; The Rules and Regulations approved by the Board of Directors; By-Laws of the Eastwood Community Association, and The Articles of Incorporation of the Eastwood Community Association, Inc. (collectively, the "Governing Documents")

16. **Guest =** A person(s), who is not an owner or resident, visiting an owner or resident. For legal purposes Guest includes all guests, invitees and licensees but not privileged entrants (e.g. police officers, firefighters, etc.)

17. **Lake =** Any body of water within Eastwood, including but not limited to retention ponds, springs, water hazards on the Golf Course and borrow pits.

18. **Management Company =** The company, if any, . contracted by the Board of Directors to provide overall property management for the Association; if none, then the Agent of the Board acting in such capacity.

19. **Modifications Committee** or **"MC" =** Modifications Committee is the Association's committee responsible for approval of modification to the exterior of properties within Eastwood and is tasked with maintaining aesthetic harmony in the external appearance of dwellings, other buildings and lots within Eastwood.

20. **Neighborhood Committee =** A committee which represents an individual neighborhood, providing voting members to the Association, overseeing their respective ARCs and representing the special interests and needs of their respective neighborhoods.

21. **Owner =** The recorded owner of any real property within Eastwood, whether one or more persons or entities.

22. **Property =** The real properties within Eastwood.

23. **Recreational Facility =** Property owned by the Association for the common use and enjoyment of the owners, such as a pool, pond/lake, tennis court, playground, parks, or any other area designated a Recreational Facility by the Board.

24. **Recreational Vehicles** or **"RVs" =** Vehicles (including, but not limited to trailers, boats, motor homes, jet skis) designed or used primarily for recreational purposes.

25. **Resident =** An occupant of a dwelling unit within Eastwood.

26. **Rules =** The Board Rules and Regulations.

27. **Special Assessment =** An assessment properly approved by the Board during any year, usually for a specified time, for the purpose of defraying, in whole or in part any extraordinary expense, including but not limited to the costs of any construction, reconstruction, repair, or replacement of a capital item on the common properties. Special assessments may also be levied against individual lots, dwelling units, or commercial acres for fines, costs or expenses to the degree that they are related to Association efforts to bring such property into compliance with the governing documents.

Section II - INTRODUCTION

1. Introduction

The Rules are designed to make living in Eastwood pleasant and comfortable for all Residents and guests. In living together, all of us have certain rights as well as certain obligations to other Owners and Residents. We must realize that the restrictions we impose on ourselves are for our mutual benefit and comfort. The Board of Directors has published this Residents' Guide and only implements Board Rules after careful consideration. We ask for your cooperation and compliance.

2. Obligations and Responsibilities

Owners, Residents, Leasees, Invitees and Guests shall not conduct or permit any activity that is in conflict with any of the provisions of these Rules and the other Governing Documents of the ECA. Each Owner or resident is responsible for the conduct of his/her Guest(s), Leasee(s) or Invitee(s) while they are on the property. Any violation of these Rules by a Guest shall be deemed a violation by the Owner or Resident. (ECA *Rule approved on August 22, 2001)*

3. Administration

3.1 Problems

When a Resident encounters a problem with either a noncompliance with rules by another Resident or maintenance requirement for any common area the Resident should first report the problem to the Management Company. As an alternative the Resident may notify a Neighborhood Committee Member or the appropriate District ECA Board Member. Committee Members and Board Members will forward such problems to the Management Company for resolution. If the problem persists Residents should make the non-resolution of the problem known to their Neighborhood Committee and/or the ECA Board. Please remember that it does take time to resolve problems because of legal notice requirements. Have patience and don't give up. The Board of Directors for the ECA is the final non-judicial authority on most ECA matters.

3.2 Modifications of Residence

Any time a Resident wishes to modify the exterior appearance of his/her property he/she should refer to the ARP/ADG to determine if approval by the Modifications Committee (MC) is required. Requests for Modifications should be submitted to the MC for approval. This committee enforces the ARP/ADG rules. Requests that do not comply with the ARP/ADG will not be approved. APPROVAL OF SUCH REQUESTS SHOULD BE OBTAINED PRIOR TO STARTING ANY SUCH MODIFICATION. Neighborhood Committees may establish ARCs that will work under the auspices of the MC and subject to the MC's ultimate control and authority. When such ARCs exist they should provide a conduit for submission of modification requests, ensuring that such requests

are complete and in general conformity with the ARP/ADG. *(Declaration, Article VI, Section 3)*

3.3 Concerns or Complaints

All written concerns or complaints about these Rules or violation of them should be addressed to ECA Board of Directors in care of the management company.

4. Enforcement

Article X of the Declaration expressly grants the Board of Directors the power to pass rules and regulations for the purpose of enforcing the Declaration. The Declaration gives the Board the authority and responsibility to ensure that Owners maintain their premises to the satisfaction of the ECA. If necessary, after notification to the Owner and failure of the Owner to correct the problem, the Board may enter on to the property to make improvements or corrections it deems necessary. This entry is not a trespass because by accepting the deed to the property, the Owner has given the ECA the continuing right to do so. The cost of performing this maintenance will be charged back to the Owner in the form of a general assessment or a special assessment, which, if not paid, shall become a lien against the property. *(Florida Statute 720.305; Dedaradon, Article VIII, Sections 2(a), 2(c) 2(d), 4 and Article X, Section 1; and Bylaws Art/de III, Section 2)*

The Declaration also gives the Board the authority to bring legal action for injunctive relief, damages, and/or foreclosure. These rights include legal action , including, but not limited to an action for injunctive relief, damages, or a combination of them or foreclosure. Furthermore, all of the cost incurred by the Association in terminating or resolving the violation, including attorneys' fees and court costs, shall be borne by the Owner. The Association may collect these fees through various means including but not limited to — a general assessment, a special assessment, or a foreclosure proceeding. *(Florida Statute 720.305; Declaration, Article XII, Section 2 and Article V, Sections 13(a) &(c); and Bylaws Article III, Section 2)*

5. Fines

In addition to all other remedies, the Board of Directors reserves the right to impose fines on an Owner for failure of the Owner, his/her family, Guests, invitees, licensees, tenants, or contractors to comply with any Covenant, Restriction or Rule (including architectural review standards), provided that:

- The ECA, or its designee, shall notify the Owner in writing of the failure to comply;
- The ECA shall notify the Owner in writing of the proposed fine(s) and the date on which the fine(s) shall become final;
- The Owner may contest the fine by appearing before the automatically scheduled hearing at the Rules Enforcement Subcommittee (the "Hearing"). At such Hearing a member of the ECA Board of Directors will present the reasons for such fine or fines to the Subcommittee. The Owner may represent him/her self or may bring another

person to represent the Owner. Such Hearing will be held within fourteen days of the notification of the Owner. Owner or ECA may request a continuance to the next scheduled Hearing date for good cause. Such continuance of the Hearing is in the sole discretion of the Rules Enforcement Committee;

- Any Owner failing to appear, without prior continuance, at the Hearing shall be deemed to have waived his/her right to be heard;
- At the Hearing the Rules Enforcement Subcommittee shall either (1) verbally notify the Owner of its decision at the Hearing, (2) notify an Owner, electing not to appear, in writing or (3) when circumstance require, continue the Hearing to the next scheduled meeting.
- After a decision has been reached, the Rules Enforcement Subcommittee shall submit a written decision to the ECA for its records. The ECA will provide a copy of the written decision (via certified mail) to the Owner within thirty (30) days after the meeting;
- The Rules Enforcement Subcommittee is the final authority for the imposition of fines.

The current schedule and frequency of fines is established by the Board of Directors in accordance with Florida Statutes 720.305(2) is as follows:

- for any violation not remedied as described below: $100.00
- for any continuing violation, $100.00 per day up to a maximum of $1000.00.

Note that this schedule may be applied separately to multiple violations occurring simultaneously. Thus, on any given day, an Owner or Resident could be fined $100 for parking a boat trailer permanently in his drive and fined $100 for maintaining an improper business on his/her property. The total fine in this case could reach $2000.00 if the violations were not corrected.

Fines are due on the date of the Hearing and shall be paid through the Management Company no later than thirty (30) days after notice of the decision of the Rules Enforcement Subcommittee. After thirty 30 days, interest will be added to the fine from the due date at the rate prescribed by law.

(Resolution 2001-BOD-Resolution-001, Fines)

Section III — GENERAL RULES

1 <u>Advertising/ Signaue</u>

1.1 Signs in or on Common Property

No sign of any kind shall be displayed on or in the common property without prior written approval of the Board of Directors or its designee. When requesting approval, you must describe the purpose of the sign, its size, shape, content, and the location in which you propose to place it. This does not prevent the reasonable placement of advertising signage for the purpose of selling or promoting the sale of the property or homes. All other signs: political, civic, religious, etc. are prohibited and shall be removed immediately if not previously approved. *(Declaration, Article IX, Section 4)*

1.2 Garage/Yard Sales Signs

Garage/yard sales signs shall be exempt from the above restrictions. Such signs must be neat should be professionally lettered. (Such signs are available commercially for * about $5.) Such signs may only be displayed up to 48 hours prior to the event and shall be removed at the conclusion of the sale day. *(ECA Rule approved on August 22, 2001)*

1.3 Signs on Individual Property

Only one sign advertising property for sale or rent may be displayed on a lot. Such signs must meet applicable Orange County regulations with respect to size, content, and removal. Signs may be placed only in the front yard. Properties that border the golf course may place one sign in the back yard facing the golf course. Realtor signs such as "Open House" shall be allowed only on the day of the open house. *(ECA Rule approved on August 22, 2001)*

1.4 Security signs

Two signs advising that the property is protected by a security system may be posted on the property. One sign may be posted in the front of the house within five (5) feet of the front door or in the shrubbery in the front of the home. A second sign may be posted in the rear of the house. *(ECA Rule approved on August 22, 2001)*

1.5 Construction signs

Contractors may place building permit placards for MC approved projects on the Property while construction is ongoing. Advertising signs for contractors are not allowed. *(ECA Rule approved on August 22, 2001)*

1.6 Sign Size

No signs of any kind shall exceed 2 feet by 2 feet. *(ECA Rule approved on August 22, 2001)*

2. Air Conditioners

Where builders have planted landscaping shrubs to screen and conceal exterior central air conditioning condensers, it is the owners' responsibilities to maintain these as healthy shrubs and landscaping. These plants must remain in place around the units and must be replaced if diseased or dead. Additionally, no window or wall-mounted air conditioning units are permitted. *(ECA Rule approved on August 22, 2001)*

3. Animals

3.1 General

Only common, domesticated, household animals, such as dogs or cats, shall be permitted, to be kept as pets. All pets shall be leashed and controlled while on any Common Area. If a pet is allowed to roam free, becomes a danger to a person's health, makes objectionable noise, or becomes a nuisance to others, the Board of Directors, at its discretion, may, after written notification to the Owner and failure of the Owner to take immediate corrective action after such notice, fine the Owner and/or take appropriate action to remove the pet. In addition, all pet owners are obligated to ensure that the pet is properly licensed according to Orange County regulations. *(Declaration, Article IX, Section 6)*

3.2 Pet Induced Injury, Damage, or Harm

If the pet causes injury, damage, or harm to another person(s) or property, the pet's owner shall bear complete responsibility. It is the pet owner's responsibility to ensure that the pet's solid waste is removed and disposed of properly, not in storm drains, lakes, retention ponds, or on any other privately owned or Common Areas. *(ECA Rule approved on August 22, 2001)*

3.3 Animal Restrictions

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 properties. The Association may, from time to time, impose and publish reasonable regulations setting forth the type and number of animals that may be kept. *(Declaration, Article IX, Section 6)*

3.4 Architectural Review Requirements

See the ADG for requirements on doghouses and runs, birdhouses, etc.

4. Antennas

See Architectural Design Guidelines (Section IV).

5. Artificial Vegetation

Artificial vegetation, in lieu of natural vegetation is prohibited in any landscaping area. *(Declaration, Article IX, Section 12)*

6. Assessments{Homeowner's Association Dues)

The Board of Directors determines an annual budget for the operation of ECA. From that budget, quarterly homeowner's association dues are set and communicated to each Owner. Dues are payable to the management company on the first day of each calendar quarter (January 1, April 1, July 1, and October 1). The Declaration requires that homeowners pay their assessments when due, and grants to the Board authority to initiate legal action (at the owner's expense), including placing a lien on the property and possibly foreclosure, when payments become delinquent. Assessments must be paid when due even if the assessment is contested, a dispute exists between the Owner and the ECA, or a legal action is pending or initiated. If your assessment will be late for any other reason, please write to the current property management company. *(Declaration, Article V, Sections 13(a) & (b) and By Laws, Article III, Section 2)*

If the assessment is not paid within thirty 30 days of the due date, interest will be charged from the due date at the highest rate allowed by law. All costs of collection of delinquent assessment(s) are the responsibility of the owner. (Declaration V, Section 13(c))

Furthermore, the homeowner's voting rights on ECA matters will be suspended whenever a member's account is delinquent in excess of 90 days, and such suspension shall continue until such point in time as all assessments, interest and collection costs are paid in full. *(By laws, Article III, Section 3 and in conjunction with Florida Statute 720205(3))*

7. Vehicles

All automobiles, trucks, motorcycles or like vehicles ("Vehicle or Vehicles") in Eastwood must be in functioning, operable condition and shall bear current registration and current, visible licensing decals, **except** where the Vehicle is housed within the closed garage of a residence. At no time shall any unregistered Vehicle, operable or otherwise, be stored outside the closed garage. Boats and boat trailers, jet skies and trailers, and other recreational vehicles must be parked in the resident's garage or in

the designated area on Golfway Boulevard. Golf carts must be* parked in the resident's garage. (Further parking guidelines are in the section entitled "Parking".) *(Declaration, Article IX, Section 3, a &b and "Prohibited Vehicle" Resolution No. 0297, dated 3/21/97)*

7.1 Vehicle repair

No commercial or for profit repairs or maintenance of any kind shall be made to any vehicles. Residents may make minor repairs and do minor maintenance to their own vehicles within their own garage. If such repairs or maintenance shall take place in a short and reasonable time, Residents may conduct such in their own driveways. Residents may wash and/or wax their own Vehicle in the owner's driveway. While parking any Vehicle(s), Residents shall ensure that all sidewalks are free and clear of vehicular obstruction. *(Part II Orange County Code, Chapter 38 Zoning, Sect 38-74 and 38-77 and ECA Rule approved on August 22, 2001.)*

7.2 Commercial Vehicles

With the exception of law enforcement vehicles, all Vehicles of any kind bearing any commercial lettering or design modifications, or which are used primarily for commercial purposes, shall not be parked overnight anywhere but in the resident's garage. *("Prohibited Vehicle" Resolution No. 0297, dated 3/21/97)*

7.3 Preserve at Eastwood Parking

No vehicles shall be parked overnight on streets (within the Preserve) or overnight in any Common Area. The Board of Directors, at its discretion, may, after written notification to the Owner, fine the Owner for these violations regarding parking. *(ECA Rule approved on August 22, 2001)*

8. Basic Exterior Maintenance

The exterior of each residence shall, at all times, be maintained and repaired in a manner and fashion that closely duplicates or follows the standards at time of finished construction or closing. This includes regular and consistent maintenance of, but is not limited to, painting, landscaping, lawns, shrubbery, driveway, roof, glass, doors, sidewalks, fencing, gutters, downspouts, and eaves. Prior to any work, MC approval may be required. In any case the MC must approve any exterior changes you propose. *(Declaration, Article VIII, Section 1, (a) to (e); Section 2, (a) to (d), Section 3 and Section 4; Declaration IX, Section 13)*

9. Basketball Goals/Hoops

Basketball hoops shall be freestanding, movable, and not attached to any house or building structure nor permanently installed in the ground. They must not be on the sidewalk, in the grassed easement strip or in the street, and must be taken in when

not in use. These hoops pose a safety hazard to residents and homes during windstorms; and, therefore, the ECA strongly suggests that residents remove them during such hazards. *(ECA Rule approved on August 22, 2001)*

10. Watercraft

Watercraft means, but is not limited to, boats, jet skis, canoes, kayaks, wave runners, float or pontoon carriers, or any other nautical craft, and associated trailer, as necessary. As with Vehicles above, Watercraft shall be in functional, operable condition, bearing valid licensing with visible current licensing decals. Watercraft shall not be parked anywhere but in the RV storage facility area on Golfway Boulevard for more than twenty-four (24) hours. *(ECA Rule approved on August 22, 2001)*

11. Bodies of Water, Retention Ponds, Lakes and Conservation Areas, use and Maintenance

The Lakes within Eastwood were constructed as part of the infrastructure drainage system of the entire community. They are not constructed and/or maintained for human use other than pleasant viewing.

11.1 The ECA designates the use and maintenance of all Lakes within the community — this includes existing and future Lakes that may be developed and designated as common property. Maintenance of the Lakes is the exclusive obligation and function of the ECA. The ECA assumes no responsibility for any acts of nature causing damage that results from Eastwood's Lakes, including, among other things, floods and sinkholes. *(Declaration, Article IV, Section 1; Section 3, a-c)*

11.2 Use of the Lakes is currently restricted as follows. The Board of Directors may develop further restrictions from time to time. *(ECA Rule approved on August 22, 2001)*

- Swimming or diving is not allowed in any Lake;
- Minor pleasure fishing is allowed at the fisher's own risk. If the Orange County Department of Environmental Protection determines that the water is not safe (for whatever reason), they may prohibit fishing from any Lake. The ECA has no recourse to allow fishing under those circumstances;
- There will be no construction of a dock or other improvement in any Lake;
- The MC controls through its approval process all installations of fences, landscaping, or any other structure or improvement that may impair neighboring views (total or partial) of lakes and retention ponds including Golf Course owned lakes.
- No Watercraft of any kind are allowed on any Lake;
- Lakes within or bordering the golf course that are the private property of the golf course are not available for use by any Eastwood resident.

12. Business Use

The dwelling units in Eastwood are deemed to be for residential use. The Owner or Resident may conduct limited business activities in the dwelling as long as:

- The operation is not apparent or detectable by sight, sound, or smell from the outside;
- The business activity conforms to all zoning requirements for the property and has the proper licenses from Orange County agencies;
- The business activity does not involve persons who do not reside in the premises regularly coming to the property for business purposes; and
- The business activity is consistent with the residential character of the community and does not constitute a nuisance, hazardous, unsafe, or offensive use.

(ECA Rule approved on August 22, 2001)

13. Cable Television

Cable television is contracted solely by the ECA for the entire community and is included in the assessments paid quarterly to. ECA.

14. Clotheslines

The only allowable clothesline is a portable folding "umbrella" type — no other lines are allowed. It must be positioned in the rear of the dwelling with a minimum obstruction of views. (For further information, see the ADG.) The clothes and clothesline must be removed within twenty-four (24) hours. It is a violation of these rules to leave the clothesline in the yard or clothes hanging on it beyond a 24-hour drying time. *(ECA Rule approved on August 22, 2001)*

15. Damage by Homeowner or Tenant

Owners are obligated to immediately repair any exterior damage to his/her property. If interior damage is so extensive that it causes the property to become uninhabitable, the Owner shall immediately repair the damage. These repairs should be completed within thirty (30) days of the damage or, if the nature of the damage requires a longer repair time, at a time reasonably feasible. The Board of Directors may grant a waiver to the 30-day requirement if Owner can prove that he/she has diligently pursued the repair, and a third party has caused the delay. It is the Owner's responsibility to provide documentation of the efforts undertaken and the cause of the delay. *(Declaration Article VIII, Section 1, (a),(b),(e); Section 2, (a) to (c) as expanded by ECA Rule approved on August 22, 2001)*

16. Exterior Maintenance

As a Resident of ECA, Owners are responsible for maintaining the exterior of their homes at all times in a manner and fashion that closely approximates its condition at time of finished construction, or better if desired. Exterior maintenance includes but is not limited to, the condition of woodwork, stuccowork, paint, caulking, siding, eaves, roofing, chimneys, glass, doors, sidewalks, driveways, gutters, downspouts, and fencing. For further guidance, see the "Maintenance Standards" section below. *(Declaration, Article VIII as expanded by ECA Rule approved on August 22, 2001)*

Any exterior changes, modifications, additions, or deletions from the finished construction shall be approved in advance by the MC. *(Declaration, Article VI)*

17. Exterior Ornamentation

Items, such as sculpture, window boxes, fountains, flags, and similar items may require approval by the MC prior to installation. See the ARP/ADG for further information.

18. Firearms/Weapons

The discharge of firearms, use of weapons or target practice within Eastwood is prohibited. Firearm is a term that includes, but is not limited to, rifles, pistols, shotguns, B-B guns, paintball guns, pellet guns, and all other types of firearms (manual, semi-automatic, or automatic) regardless of size. The definition of Weapon includes, but is not limited to arrows, knives, blowguns, and any other instrument used as a weapon. All firearms or regulated weapons must be stored as required by State or County ordinance. Nothing herein shall be construed to prohibit the lawful use of firearms or weapons in self-defense. *(Declaration, Article IX, Section 10)*

19. Firewood

Firewood stored on the property shall be neatly stacked and located at the rear of the residence so to lessen the adverse visual impact to neighboring property. Screening may be required on certain properties. For both aesthetic and safety reasons, it should be stacked in piles that do not exceed eight feet in length and four feet in height. *(ECA Rule approved on August 22, 2001)*

20. Garbage and Trash Containers

No part of any property shall be used or maintained as a dumping ground for trash, rubbish, or garbage. However, during construction, the developer and/or builders are entitled to maintain storage piles of fill material that has been excavated from the ground. *(Declaration, IX, Section 2)*

20.1 Trash containers may be placed in the open only on the day(s) of or the evening before regular pick-up by Orange County. Trash Containers should be put in a place that is readily accessible by collectors. At all other times, the containers shall be stored so that they cannot be seen from any surrounding property. **Trash containers may not be kept in the front of the house.** Trash containers should be secured to discourage animals from rummaging (paper products and plastic bags are not adequate containers). *(ECA Rule approved on August 22, 2001).*

20.2 Disposal of boxes, packing materials, and other large house cleaning activities that do not fit in a trash container will not be construed as violating these Rules if it occurs on an infrequent basis.

20.3 Yard debris shall be disposed of as required by Orange County Code in approved containers or secured by twine or rope. Yard debris may be placed in the open only on the day(s) of or the evening before regular pick-up by Orange County. At all other times, the containers shall be stored so that they cannot be seen from any surrounding property.

21. Grounds Care

See Maintenance Standards, section 26 below.

22. Hazardous Materials

Hazardous materials include, but are not limited to, all carcinogens, acids, bases, flammables, explosives, corrosives and poisons. No hazardous materials of any kind, at any time, may be stored or kept in or around the residence, **except** a small amount of gasoline or diesel fuel (solely for purposes of grounds care), oil and lubricants for automobiles or machinery, pool chemicals, yard or lawn pesticides, fertilizers, and general household pesticides or chemicals all of which must be properly stored in appropriate containers and in a safe place. *(ECA Rule approved on August 2Z 2001)*

23. Homeowner's Obligations

Homeowner's obligations include Residents, Tenants, and Owners. Any and all rules and regulations of ECA and all covenants or restrictions set forth in the Governing Documents are binding on all Owners (and each Owner's tenants, children, guests, and invitees) within Eastwood. Ignorance of the written Rules or Governing Documents does not relieve an Owner of their obligations. The Board of Directors will endeavor to provide all Owners with written notification of changes in these Rules or the Governing Documents. Copies of the Governing Documents and/or current Rules can be obtained from the management company for a fee. *(Florida Statute 720.305)*

24. Landscaping

These Rules require all Owners to maintain the exterior of their properties including lawns and landscaping. This includes, but is not limited to: regular mowing of grass; trimming along the house foundation and other obstructions; edging the sidewalk, driveway, and landscaping beds; removing weeds, trimming dead plants and palm fronds; fertilizing; replacing dead sod, mulching; and routine and consistent watering. *(Declaration, Article VIII, Section 1(b))*

25. Mailboxes

Certain neighborhoods in Eastwood have individual curbside mailboxes. In these areas, it is the obligation of the Owner to maintain the mailbox in good repair and the same color as originally installed. If the mailbox is damaged or destroyed, the Owner must replace it with a mailbox of the same design, size, material, and color.

In other areas of Eastwood, there are centrally located common mailboxes. In those neighborhoods, Owners shall not install a mailbox -on the residence. *(ECA Rule approved on August 22, 2001)*

26. Maintenance Standards

Any portion of the property that is not improved by a surface or a structure must be maintained with grass or other vegetation installed by the builder or approved by ECA. With the exception for flowerbeds or vegetable gardens (with appropriate approvals), no bare earth may be exposed. It is the homeowners' responsibility to keep the lawn neatly mowed, adequately watered, as weed free as possible, and at a height that doesn't exceed 6 inches. Dead landscaping such as sod, shrubs or trees shall be replaced within thirty (30) days. Approval of the MC is required if Owner desires replacement of such dead landscaping with other than the same type of plant previously in place. *(Declaration, Atticle VIII, Section 2(b) as expanded by ECA Rule approved on August 22, 2001)*

26.1 Hedges, trees, and shrubs must be neatly trimmed and maintained by pruning to keep them in proportion to the lot and the house. *(Declaration, Article VIII, Section 1(b))*

26.2 No trash or debris may accumulate or be stored in a visible location on a property. Construction materials used in the improvement of a home or lot should be neatly stored in an unobtrusive location when not in use. *(Declaration, Article IX, Section 2 as expanded by ECA Rule approved on August 22, 2001)*

26.3 The exterior of the home must be maintained in an attractive manner, including, but not limited: no significant mildewing, blistering or peeling of painted surfaces, replacement of exterior building components that are missing, broken, or otherwise in a state of disrepair, removal of trash or debris (including construction materials for improvements of the house or lot when not in use). *(Declaration, Article VIII, Section 1(b) as expanded by ECA Rule approved on August 22, 2001)*

27. Mining or Drilling

There is a prohibition on mining, quarrying, boring, or drilling for water, minerals, oil, gas, or other materials within Eastwood. Dredging, excavating, and installation of wells and pumps are permitted only in connection with construction or reconstruction of common properties, dwelling units, or structures on the lots of the commercial areas. *(Declaration, Article IX, Section 1)*

28. Noise/Disturbance

Each Resident, Guest, and/or tenant shall endeavor at all times to provide for the peaceful use and enjoyment of the entire community. Residents and Guests shall not create any noise of such volume that it will disturb neighbors. This includes the use of sound-producing equipment (such as, but not limited to, lawn mowers, compressors, drills, yard vacuums, saws, chain saws, etc.) and musical equipment, (such as, but not limited to, radios, televisions, stereos, and musical instruments). Sound-producing equipment is not to be used between the hours of 9:00 p.m. and 7:00 a.m. Musical equipment is not to be used or played above conversational loudness between the hours of 10:00 p.m. and 7:00 a.m. *(Nuisances, Article IX, Section 17 as expanded by ECA Rule approved on August 22, 2001)*

29. Nuisances (bright lights, spotlights)

Exterior bright "spot" lighting and/or any other items that are considered a "nuisance" to neighbors or the association is restricted. The Board of Directors may evaluate and take action on any items it considers a nuisance. (The ARP/ADG gives further guidance for other exterior lighting.) *(Declaration, Article IX, Section 17)*

30. Other Motorized Vehicles (OMVs)

OMVs include, but are not limited to, all terrain vehicles, ATVs, all terrain cycles, ATCs, go-carts, mopeds, scooters, and similar types of transportation. No OMV shall be permitted to operate within Eastwood unless permitted or licensed to operate on public streets by local or state law. If licensed, all OMV shall bear current registration and license decals. Parking is not allowed anywhere for more than twenty-four (24) hours of any OMV **except** in the Resident's garage. *(ECA Rule approved on August 22, 2001)*

31. Parking

The Declaration permits the Board of Directors to designate areas where any motorized vehicle (including, but not limited to, cars, boats, campers/RVs, trailers, vans, golf carts, mobile homes, and other water crafts) may park. The Board of Directors is

specifically granted the right to enforce the parking regulations by authorizing, directing, or contracting for the towing of vehicles that are in violation of the parking regulations as follows: *(Declaration, Article IX, Section 3, and 'Prohibited Vehicle" Resolution No. 0297, dated 3/21/97 and as expanded by ECA Rule approved on August 22, 2001)*

- Vehicles shall first be parked in the Resident's garage, then in the. Resident's driveway up to the capacity of either or both;
- Guests shall first park in the Resident's driveway. Guests are permitted short-term parking on the street, but shall not impede or block the flow of traffic, emergency vehicles, or access to other property;
- Under no circumstances shall a vehicle of any kind be parked on any area other than the garage or driveway on <u>a daily, regular or permanent basis</u> (therefore, no vehicles shall regularly park in the street);
- At no time, nor for any reason, shall a derelict vehicle be parked anywhere but inside the garage of the residence. A derelict vehicle shall include a vehicle without a current license plate and registration or a vehicle that cannot be driven for any reason;
- Parking for any duration is strictly prohibited at all time in the following areas:
  - Along the entire length of Golfway Boulevard (including near "Central Park");
  - In any designated "bike lane" (including near "Central Park");
  - On any grass area, sidewalk, crosswalk, or utility easement;
  - On any county dedicated property, Common Area, or construction site;
- Parking in the Preserve: No person shall park a vehicle: — Overnight, other than in a garage, driveway or the designated RV lot.
  - At any time:
    - On the paved part of any private road; such that it prohibits the free passage of other vehicles on the private road
    - On a sidewalk;
    - Within 15 feet of an intersection;
    - Within 15 feet of a fire hydrant;
    - On a bicycle path, lane, or golf-cart crossing;
    - In front of a driveway, other than the Resident's own driveway;
    - With a "for hire," "for lease," or "for sale" sign or other indicia offering the vehicle on the paved part of any private road;
    - On any portion of the private road marked as a tow-away zone;
    - That is not property registered with Orange County and the state of Florida **— except** in the resident's garage;
    - That is wrecked, discarded, dismantled, partly dismantled, inoperable, abandoned, or severely rusted, or declared by the ECA as a visual nuisance.

<u>32. Pollutants</u>

No Resident shall discharge or allow to be discharged any pollutant, hazardous waste or toxic material. If such a discharge occurs, the Owner from whose property the discharge originated shall be responsible for all costs necessary to meet government

criteria to ensure a safe and thorough cleanup and disposal. *(ECA Rule approved on August 22, 2001)*

33. Prohibited Vehicles

"Prohibited Vehicle" Resolution Number 0297, dated 3/21/97 is clarified as follows:

> Non-Commercial pickup trucks with non-commercial bed caps or covers are not prohibited as defined under the "Prohibited Vehicle" Resolution Number 0297, dated 3/21/97. Other appendages not in general conformance to manufacturer supplied or after-market bed caps or covers are prohibited. This includes camper tops.

Additionally, pickup trucks of 1/2, 3/4 and 1-ton capacities are not prohibited if the pickup truck is for non-commercial use and does not bare any commercial markings.

See sections 30. Other Motorized Vehicles; 10. Watercraft and 7. Vehicles.

("Prohibited Vehide Resolution No. 0297, dated 3/21/97)

34. Qualification for Board Nomination and Membership

Any Owner may be nominated or may nominate him/herself as a candidate for the ECA Board of Directors. However, if the candidate is not current in paying his/her monthly assessment or outstanding fines to the ECA or if there is an unresolved conflict between the candidate and the ECA, the nomination will not be accepted or will be accepted with publication to the membership of such outstanding issues. In addition, if a Board member becomes delinquent in paying the assessment, he/she may be removed from the Board. *(By-Laws, Artide V in conjunction with Florida Statute 720.305(3) and as expanded by ECA Rule approved on August 22, 2001)*

35. Recreational facilities (pool, parks, tennis courts, cabana)

The recreational facilities within Eastwood are available at all times for all Residents and their Guests. The facilities are primarily for use by Residents; use by Guests is a privilege available on a "space available" basis. Use of all facilities is at user's own risk. *(Florida Statute, Chapter 720.304)*

36. Recreation ID Pass

As a Owner, it is your responsibility to ensure that your family and Guests are familiar with the rules and policies about using all the recreational facilities. The property management company can provide you with an "ID pass" that shows your entitlement to access the facilities. You must carry the ID at all times when you are using the facilities. The ID is the property of the ECA; you may be asked to surrender your tag if it is found that you or your guests violate any of the rules or policies of the recreational areas. *(ECA Rule approved on August 22, 2001)*

37. Reserving Recreational. Areas

Owners may request to reserve the cabana and tables in parks for private use through the current property management company booking representative at ECA. However, you may not exclude a Resident from using any of the facilities during the time of reservation. In other words, if a Resident is using one of the facilities at the time of your reservation, you may NOT ask him/her to leave. *(ECA Rule approved on August 22,2001)*

37.1 Pools

Policies about use of the main pool are posted outside the cabana building. There is no lifeguard on duty; therefore, use the pool at your own risk. A responsible adult 18 years of age or older must accompany children under the age of 13 when they are in the pool area. Users will need a key to access the cabana and pool area. Keys are available from the property management company. *(ECA Rule approved on August 22, 2001)*

Children in diapers may not be in the main pool. If a Resident or Guest ignores this prohibition and the child contaminates the pool water, or if a Resident or their guests otherwise contaminate the pool, the Owner is responsible for the full cost for ECA to bring the pool back to its usable state. This may result in a fine for the time the pool is not available to other residents. *(ECA Rule approved on August 22, 2001)*

Turnberry Pool. The pool at Turnberry is for the use of the Turnberry residents who set the use rules for that Pool.

37.2 Tennis Courts

Four tennis courts are located near the pool, and two courts are located at Westgate on Golfway Boulevard. Although leagues, teams, or instructors "sign up" and reserve the courts by posting their times at the courts, Residents have first priority to use them and may not be asked to leave until their play is completed. *(ECA Rule approved on August 22, 2001)*

38. Recreational Vehicles (RVs)

RVs shall not be parked anywhere but in the RV storage facility on Golfway Boulevard. Exceptions may be granted for loading and unloading or visiting guests, during which time the RV may park in the resident's driveway for a short period of time not to exceed forty-eight. (48) hours unless you have received prior approval from the Board of Directors or its designee. *(Declaration, Artide IX, Section 3 as expanded by ECA Rule approved on August 22, 2001)*

38.1. No discharge of any kind is permitted from a RV within the community, **except** within the residence of visitation or its owner. Use of utilities other than that provided by the Owner or Resident of visitation is prohibited. *(ECA Rule approved on August 22, 2001)*

38.2 No commercial or for profit repairs or maintenance of any kind shall be made to any RVs. Residents may make minor repairs and do minor maintenance to their own RVs within their own garage. If such repairs or maintenance shall take place in a short and reasonable time, Residents may conduct such in their own driveways. Residents may wash and/or wax their own RVs in the owner's driveway. While parking any RV(s), Residents shall ensure that all sidewalks are free and clear of vehicular obstruction. *(Part II Orange County Code, Chapter 38 Zoning, Sect. 38-74 and 38-77 and ECA Rule approved on August 22, 2001.)*

39. Residential Land Use

The dwelling units in Eastwood are deemed to be for residential use and are not for commercial or industrial activities. Examples of commercial or industrial are, but not limited to: *(Part II Orange County Code, Chapter 38 Zoning, Sect, 38-74 and 38-77, and Declaration, Article III, Section3(b) as expanded by ECA Rule approved on August 22, 2001)*

Activities that unreasonably increase vehicular traffic on or surrounding a particular residence, such as:

- The operation of a day care facility;
- The operation of other professional offices (medical, legal, therapy, hairdressing);
- The commercial repair of motor vehicles;
- The commercial warehousing or storage of goods;
- The sale of gasoline or other flammable products;
- The renting or leasing of rooms or suites to unrelated persons for income.

40. Seasonal Displays

ECA encourages homeowners to celebrate seasonal holidays, in good taste, with creative temporary displays of decorative lighting and other outdoor decorations. Holiday displays should not overlap. Displays and or their components should be sized proportionately to the lot but should not exceed 4 feet in height without special approval of the Board of Directors. No part of any display may extend onto a sidewalk, street, Common Area, commercial property (golf course), or utility easement. Such displays should be assembled no more than four weeks before the holidays and must be completely removed within ten (10) days after the holiday. *(ECA Rule approved on August 22, 2001)*

41. Speed Limits

To protect the safety of our residents and children, the designated speed limit on all the private streets within the Preserve neighborhoods is 25 m.p.h. The speed limit on Golfway Boulevard and Woodbury Road inside Eastwood is 30 m.p.h. unless posted otherwise, especially during school hours. Orange County ordinance determines speed limits on other public streets within ECA. *(Declaration for the Preserve, Article I, Section 6(d) as expanded by ECA Rule approved on August 22, 2001)*

4Z Storage Area

ECA provides a locked RV and Watercraft storage facility on Golfway Boulevard for RVs (see definitions). Access to the area is on a "space available" for an annual fee established by the Board of Directors. All equipment parked in the area must have a current Eastwood parking permit and be in good, roadworthy condition with a current state license and insured. If these criteria are not evident on the equipment, the Board of Directors may remove it at the owner's expense after notice and an opportunity to cure the non-compliant condition(s). All vehicle covers should be securely tied down and marked with the owner's name. All vehicle accessories must be securely stored and marked with the owner's name. See also section 10.Watercraft and section 38.RVs. *(Declaration, Article IX, Section 3 as expanded by ECA Rule approved on August 22, 2001)*

43. Private Swimming Pools

The MC is responsible for approving your plans prior to installing an in-ground pool and/or screen enclosure. Above ground pools are strictly prohibited. *(Declaration, Article IX, Section 8)*

44. Tenants, Guests, and Dependent Children

It is the Owner's responsibility to ensure that all tenants, guests, and dependent children comply with the rules and policies of ECA. Owners acknowledge and agree that the activity and behavior of any tenant, Guest, or dependent child are their sole responsibility. Further, Owners acknowledge that it is their obligation to cure any assessment fine, and/or other enforcement related charges and expenses imposed by virtue of the actions or omissions of Owner's tenants, children, guests, and invitees. *(Declaration, Article VIII, Section 1(e) and Declaration for the Preserve, Article Section 4 as expanded by ECA Rule approved on August 22, 2001)*

45,, Trucks and Commercial Vehicles

With the exception of law enforcement vehicles, trucks or automobiles of any kind bearing any commercial lettering or design modifications, or with a specific or intended use of strictly or primarily commercial, shall not be parked anywhere but in the

resident's garage. See also section 31 Parking. *(Declaration, Article IX, Section 3 and "Prohibited Vehicle" Resolution No. 0297, dated 3/21/97)*

46. Voting Rights in the ECA

The Declaration determines the voting rights of Owners in the ECA. Every person or entity that is or becomes a recorded owner of a lot, dwelling unit or property, or designated commercial area shall be a member of the association. As such, Owners are designated as Class "A" members. Class A members are entitled to one vote for each lot or dwelling unit s/he owns. Furthermore, the homeowner's voting rights on ECA matters will be suspended whenever a member's account is delinquent in excess of 90 days, and such suspension shall continue until such point in time as all assessments, interest and collection costs are paid in full. (Also see, Assessments section 6 above.) *(Declaration, Article III, Section 2 and Bylaws, Article III, Section 3)*

47. Weeds

The Declaration defines your responsibility to maintain your yard according to the general standards of the community, including, but not limited to: "no weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any portion of the properties. . all lawns, landscaping, and sprinkler systems shall be kept in a good, clean, neat, and attractive condition." See also Landscaping, section 24 and Maintenance Standards, Section 26. *(Declaration, Article IX, Section 13, Article VIII, Section 2, (b) (0)*

48. Wells, Pipes, and Tanks

48.1 The drilling of wells for use in irrigation is prohibited. *(Declaration, Article IX, Section 16)*

48.2 In addition, no water, gas, sewer, drainage pipe or storage tank shall be installed or maintained on the properties above the surface of the ground. *(ECA Rule approved on August 22, 2001)*

The Board of Directors may add, delete, or modify any of the rules and regulations or architectural guidelines at any time and to the best of their ability will ensure that homeowners are informed of such revisions.

Section IV — ARCHITECTURAL STANDARDS

1. Architectural Review Policy (ARP) and Architectural Design Guidelines (ADG) — The ARP was developed by the Modifications Committee as a quick reference guide to help Residents understand what needs to be done when a Resident wants to modify his/her property. The ARP is provided directly to Owners and periodically updated. Used in conjunction with the ADG (also developed by the Modifications Committee), it provides Residents and Owners with the information needed to make proper decisions on the modification of a residence.

2.Changes in the exterior appearance of residences require that Owners and Residents comply with the ADG and get approval of the MC when required (BEFORE STARTING THE PROJECT). What May Require MC Approval? CHECK THE GOVERNING DOCUMENTS CAREFULLY. **WHEN IN DOUBT, GET APPROVAL.** The following is a partial list of modifications/additions to a residence that may require MC approval:

Antennas
Attic ventilators
Awnings
Chimneys and metal flues
Clotheslines
Compost bins
Decks and gazebos
Dog houses and dog runs
Driveways
Exterior air conditioners
Exterior decorative objects (fountains, sculpture, etc.)
Exterior lighting
Path lights
Exterior painting
Fences
Flagpoles
Garages
Gutters, Downspouts
Greenhouses
Grills (permanently installed)
Hot tubs/spas
In-ground water sprinkler systems
Landscaping
Recreation and play equipment
Satellite dishes, wireless cable, and television antennas
Screened-in porches, screen enclosures
Security bars (on windows or doors)
Security signage
Sidewalks and pathways
Skylights
Solar panels
Storage sheds
Storm/screen doors and windows
Swimming pools

EastWood
Community Association

RESOLUTION NO. 2001-BOD-RESOLUTION-001

RESOLUTION
RULES AND REGULATIONS - FINES

WHEREAS, Article X, Section 1 of the Amended, Restated and Consolidated Declarations of Covenants and Restrictions for Eastwood ("Declaration") specifically empowers the Board of Directors ("Board") of Eastwood Community Association, Inc. (the "Association") to enact rules and regulations for purposes of enforcing the terms and conditions of the Declaration;

WHEREAS, Article V, Section 9(a) of the Declaration authorizes the Board to levy a Special Assessment against individual Lots, Dwelling Units or Commercial Acres for fines imposed to bring a Unit into compliance with the Declaration and By-Laws of the Association;

WHEREAS, the Board believes it in the best interests of the membership of the Association to establish a fining mechanism to foster compliance with the Declaration and By-Laws of the Association;

WHEREAS, the Board recognizes the need for this fining mechanism to accord with basic notions of due process and hence to provide a fair and impartial means of:

- notifying owners and/or tenants of individual Lots, Dwelling Units or Commercial Acres of instances of alleged non-compliance with the Declaration and By-Laws of the Association;

- allowing owners and/or tenants a reasonable opportunity to cure the alleged non-compliance; and

- granting the owners and/or tenants a hearing before a committee independent of the Board at which the owners and/or tenants would be permitted to present testimony and evidence in defense of the allegations of non-compliance;

WHEREAS, the Board of Directors also recognizes that pursuant to Florida Statute 720.305, each member of the Association and the member's tenants, guests, and invitees, and the Association., are governed by, and must ccmply with, Florida Statutes - Chapter 720, the governing documents of the Community, and the rules of the Association.

NOW BE IT RESOLVED THAT

The following Rules and Regulations are effective as of the date of adoption.

The Board of Directors shall have the power to impose reasonable fines to enforce the covenants, restrictions and conditions contained in the Declaration, as supplemented and amended, as well as the rules and regulations it may, from time to time, adopt and publish. The Board shall not impose a fine upon a member (or tenant, guest and/or invitee of a member) for the violation of a covenant, restriction, condition, rule or regulation unless and until the following procedure is followed:

(a) Written demand to cease and desist from the alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation, (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or (iv) a statement that any further violation of the same covenant, restriction, condition, rule or regulation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Within one month of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same covenant, restriction, condition, rule or regulation is subsequently violated, the Board of Directors shall serve the violator with written notice of a hearing to be held before a committee of at least three members appointed by the Board of Directors who are not officers! directors or employees of the Association, or ***the*** spouse, parent, child, brother or sister of an officer, director or employee of the Association. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing which time shall not be less than fourteen (14) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and/or witnesses on his or her behalf, and (iv) the proposed sanction to be imposed.

(c) The hearing shall be held before the appointed committee pursuant to the above referenced notice, and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting of said committee. Such proof shall be .seemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes by the officer, director or other authorized agent of the Association who delivered such notice. This notice requirement shall be deemed satisfied if the violator appears at the meeting called to consider the alleged violation(s). The minutes of the meeting conducted to consider the alleged violation(s) shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the majority vote of the appointed committee.

(d) Fines imposed by the appointed committee shall not exceed $100.00 per violation committed; provided, however, that in the event of a continuing violation, fines may be assessed for each day the violation exists, up to a maximum aggregate fine of $1,000.00.

(e) The foregoing fine procedure shall apply to all members and any tenant, guest or invitee of any member and shall be supplemental to any and all other enforcement remedies provided for in the governing documents of the Association or existing under law.

EASTWOOD
Community Association
Modifications Committee

Architectural Review Policy

Statement of Purpose and Basis in the Association's Documents

August 22, 2001 Prepared By: Robert 3.

Amoruso Statement of Purpose:

This policy contains straightforward and easy to follow architectural design instructions for homeowners and their contractors. Consistent design and look is fundamental to sustaining market value of the homes in Eastwood and the Preserve. Establishment and enforcement of architectural standards is one means to accomplishment this objective. This policy in conjunction with the Architectural Design Guidelines forms the complete Architectural Standards for the Eastwood Community Association,

References:

1. Amended, Restated and Consolidated Declarations of Covenants and Restrictions for Eastwood dated 4/29/91 (the "Declaration")
2. Amended Supplemental Declaration to Amended, Restated and Consolidated Declarations of Covenants and Restrictions for the Preserve at Eastwood dated $^{4}/_{2}$9/97 (the "Preserve. Declaration).
3. Amended And Restated Declaration of Restrictive Covenants dated $1^{2}/_{1}$6/94 (the "Golf Course Declaration')
4. By-Laws of Deer Run South Community Association, Inc. (the "By-Laws").
5. Articles of Incorporation of Deer Run South Community Association, Inc. (the "Articles")
6. Policy No. 2001-MC-DG-001, Architectural Design Guidelines.
7. Rule and Regulation - Fines (2001-BOD-RESOLUTION-001, dated 4/18/01)

Applicable Documents:

1. The Declaration (Reference 1, Article VI, Architectural Standards)

a. Article VI, Architectural Standards, Section 3 of the Declaration authorizes the Association to have a Modifications Committee ("MC") which shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to Lots, existing Dwelling Units or structures containing Dwelling Units and the open space, if any, appurtenant to such Dwelling Units, except for structures on the Commercial Acres.

A separate Modifications Committee shall be established exclusively for the Commercial Acres. The Commercial Acres Modifications Committee shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The Commercial Acres Modifications Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to the Commercial Acres,

b. The Reference 1, Declaration, Article VI, Architectural Standards is shown in its entirely in

section 4 below. A. The By-laws (Reference 2)

a. Article D, Committees, Section 4 of the By-laws allows a Modifications Committee that shall have the powers, duties and functions described in Article VI of the Declaration.

3. The Golf Course Declaration (Reference 3)

a. Article V. Restrictions Benefiting Golf Course Property, Section 1(c) states that "no fencing, screening, or aboveground structures will be permitted within the Residential Property within fifteen feet of the boundary of the Golf Course Property, except with the written consent and approval of the owner of the Golf Course Property.

4. Reference 1, The Declaration, Article V1, Architectural Standards reproduce in its entirety

below. ARTICLE VI - ARCHITECTURAL STANDARDS

Section 1. Authority. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 2 and 3 of this Article VI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns, or has any interest in, any real property subject to this Declaration or subject to annexation to this Declaration.

Section 2. New Construction Committee. The Association shall have a New Construction Committee ("NCC") which shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to purchasers (Owners) in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a mritten instrument in recordable form executed by Declarant, Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 3 of this Article for the Modifications Committee.

Section 3. Modifications Committee. The Association shall have a Modifications Committee ("MC") which shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to Lots, existing Dwelling Units or structures containing Dwelling Units and the open space, if any, appurtenant to such Dwelling Units, except for structures on the Commercial Acres. A separate Modifications Committee shall be established exclusively for the Commercial Acres. The Commercial Acres Modifications Committee shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The Commercial Acres Modifications Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to the Commercial Acres.

Section 4. Review of Proposed Construction.

(a) No construction of any type to include staking, grading, clearing of any shrubs or bushes, excavation, nor site work may be commenced until compliance with the below mentioned articles are approved by either Committee.

(b) Each Committee shall approve proposals of plan and specifications submitted for its approval only if it deems that the proposed construction, alterations or additions shown in such plans and specifications in the locations indicated will not be detrimental to the appearance of the Properties as a whole, and that the appearance of any structure affected by such proposed constructions, alterations or additions will be in harmony with the surrounding structures and is otherwise desirable. Each Committee shall adopt design review criteria for submissions, which criteria may be amended from time to time by such Committee. However, any proposal or plans and specifications submitted in compliance with paragraph (c) shall be subject to the criteria in effect prior to the date of submission and not to any amendments adopted after that late.

(c) Each Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving laterial submitted. Each Committee may also issue rules or guidelines setting forth procedures for the submission of ` --- plans for approval. Each Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

(d) A Committee shall review and approve or disapprove all plans' submitted to it for any proposed improvement, alteration or addition solely for the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Properties. A Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's Dwelling Unit or other existing structure, or to paint the interior of such Owner's Dwelling Unit or other existing structure any color desired.

(f) Until receipt by a Committee of any and all required plans and specifications, such Committee may postpone review of any plans submitted for approval. Such Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved.

"i) The New Construction Committee and the Modifications Committee, as applicable, shall be the ultimate deciding body to the decisions within its jurisdiction described above and their respective decisions shall take precedence (to the extent such decisions are more restrictive) over all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 5. Meetings of the NCC and MC. The NCC and MC shall meet from time to time as necessary to perform its duties hereunder. Each Committee may from time to time, by resolution unanimously adopted in writing, designate any Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of such Committee, except the granting of variances pursuant to Section 10 hereof. In the absence of such designation, the vote of a majority of the members of a committee shall constitute an act of such Committee.

Section 6. No Waiver of Future Approvals. The approval by the NCC and MC of any proposals and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

Section 7. Compensation. The NCC and MC members shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. Each Committee however, shall have the power to engage the services of professionals to serve as members of the Committee for compensation for purposes of aiding the Committee in carrying out its functions.

Section 8. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VI, the applicant (the "Applicant") shall give written notice of completion to the appropriate Committee.

---(b) Within thirty (30) days after receipt of the notice of completion, the appropriate Committee or its duly authorized representative may inspect such improvement. If such Committee finds that such work was not completed in substantial

compliance with the approved plans, it shall notify the Applicant in writing, of such noncompliance within such thirty (30) day period, specifying the particular of noncompliance, and requiring the Applicant to remedy such noncompliance.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the Applicant shall have failed to remedy such noncompliance such Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature and estimated costs of correcting or removing the noncompliance.

(d) If the Board determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying construction, alteration, addition or improvement or remedy the noncompliance, or bring legal action against the Applicant to enforce compliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(e) If for any reason the appropriate Committee fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the Improvement shall be deemed to have been made in accordance with said approved plans.

Section 9. Non-Liability of Committee Members. Neither any Committee nor any member thereof, nor any Committee's duly authorized representatives, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of a Committee's or its members' or authorized representative's duties under this Article VI, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

Section 10. Variance. A Committee may authorize variances from compliance with any of the design review criteria established by it when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing and signed by at least &majority of the members of such Committee. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the premises.

Section 11. Declarant's Exemption. The Declarant shall be exempt from the provisions of this Article VI with respect to construction, alterations and additions to be made by Declarant and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make at any time. Dedarant is not exempt, however, from Orange County requirements for the PUD and subdivision regulations.

Section 12. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against an Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

Section 13. County Code. No approval pursuant to this Article VI shall in any way permit any violation of Orange County Code.

EASTWOOD
Community Association

FACT SHEET - LAWN and LANDSCAPING MAINTENANCE

October 25, 2001 **Prepared By: Robert Amoruso**

Statement of Purpose:

The purpose of this fact sheet is to guide the homeowner in what the Association considers to be proper lawn and landscaping maintenance and to provide some helpful guidelines.

Regular and Periodic Maintenance:

Regular maintenance is defined as lawn and landscaping care that is generally conducted on a week-by-week basis. Depending on the growing season, some weekly activities (such as lawn cutting) are acceptable on a biweekly basis. Periodic maintenance is defined as lawn and landscaping care that you must conduct on a less frequent basis. These are guidelines, not rules. The goal of your lawn and landscaping maintenance should be to maintain a well-kept look. A common problem is grass left growing along foundations and other obstructions when the lawn is cut. This does not contribute to a well-kept look.

Regular Maintenance:

WEEKLY	BI-WEEKLY
Grass Cutting	Grass Cutting (if during slow growing part of season)
Grass Trimming (around utility boxes, foundation of home and other similar locations)	Grass Trimming (if during slow growing part of season)
Clean up - Remove grass clippings and debris from walkways, sidewalks, driveways and the street.	Edging
	Weeding (mulch beds and other similar areas)
	Mulching (replace due to rain runoff or deterioration.

Periodic Maintenance:

ITEM	DESCRIPTION
FERTILIZING	Grass needs to be fertilized minimum three (3) times a year with four (4) times considered optimal.
	Plants and Shrubs, See the following for detailed information, Palms need to be fertilized four (4) times per year. If the palm is yellow, it needs magnesium sulfate.
	Flowers

WEEDING	A lawn weed and feed if needed shall be used yearly as recommended by the manufacturer.
PRUNING	Trim dead fronds from palms, cutback shrubs and trees as needed to maintain well-kept look.
DEAD LANDSCAPING	Dead trees, bushes, sod, plants and other landscaping need to be replaced as needed to maintain a well-kept look. Real mulches degrade and need to be replaced periodically.

The following pages contain lawn and landscaping maintenance recommendations and other information.

Bahia Lawns

SEASONAL STEP-BY-STEP PROGRAM from http:/www.fertilizer.com/fertilizer/lawn/bahiagrass.html			
To get weed problems under control, follow the "Restoring Bahia" Program. If your lawn is already in good condition, follow the "Maintaining Bahia" Program. You can start either program during any season, but the key is to complete a full year. After a year, you will see marked improvements in your lawn. When applying any lawn care product, always read the entire label first and follow directions. Be especially careful with weed control products and only use products labeled for use on Bahia.			
•			
Restoring St. Augustine		Maintaining	St. Augustine
Step 1: Apply in late -winter or early spring	Crabgrass Preventer Plus Fertilizer	Step 1: Apply in late winter or early spring	Lawn Fertilizer
Step 2: Apply in late spring or early spring	Weed and Feed for Bahia Insect Control, if needed	Step 2: Apply in late spring or early summer	Lawn Fertilizer Insect Control, if needed
Step 3: Apply in late summer.	Insect Control, if needed	Step 3: Apply in late summer	Insect Control, if needed
Step 4: Apply in fall	Winterizer or Winter Conditioner Lime (only if needed to raise pH)	Step 4: Apply in early fall	Winterizer or Winter Conditioner Lime (only if needed to raise pH)

Product Description	
Product	Description
Crabgrass Preventer Plus Fertilizer	Keeps crabgrass seeds and other grassy weeds from germinating and feeds the lawn at the same time. Crabgrass Preventer with Dimension keeps on killing crabgrass up to 4 weeks after it sprouts. Dimension also prevents the sprouting of many broadleaf weeds, such as spurge, chickweed, and henbit.
Lawn Fertilizer	Should contain a combination of fast-release nitrogen to green the lawn quickly and timed-release nitrogen to feed grass for up to 2 or 3 months.
Weed and Feed	Kills broadleaf weeds that are actively growing and feeds the lawn at the same time. For best results apply it when weeds are still young and vigorously growing. Don't wait. Mowing a couple of days before applying will help stimulate new

	growth of older weeds.
Winterizer, or Winter Conditioner	Contains timed-release nitrogen and extra potassium to help lawns endure winter stress and green up quickly in spring.
Insect Control	Is important for the control of white grubs, fleas, cutworms, and other major lawn pests. If these have been a problem in your lawn, apply Insect Control early, while the pests are still young. You can also apply Insect Control Plus Fertilizer to combine feeding and control in one easy application.
Lime	Raises the pH level of soil that is too acidic

TIPS FOR BETTER BAHIAGRASS LAWN

- Always use a fertilizer spreader to spread lawn care products evenly. If you apply Weed and Feed, use a drop-type spreader for accurate application at the edge of flower and shrub beds. A broadcast spreader can throw weed control into the planting area where it may cause damage.
- Never mow bahiagrass too low, because close cutting of bahiagrass; invites weeds and can injure the crowns of the grass and reduce new green growth.
- Allow bahiagrass to become semi-dormant in the winter. It will change from light green to brown for several weeks and benefits from this short period of rest. Fertilizing and watering in late fall interrupts this process.
- Never burn off dead growth from bahiagrass in the spring. Instead, mow the grass low at 2 inches and collect the clippings. Raise the height back to 3 inches for regular mowing.

REMEMBER TO ALWAYS USE A PRODUCT MEANT FOR BAHIAGRASS LAWNS. SEE END OF THIS DOCUMENT FOR PROPER FERTILIZER SPREADER TECHINIQUES.

Tree Fertilization (from http://www.sufa.com/treefert.htmi)
Reasons and Methods

Brian Darr - Certified Arborist - Southern Urban Forestry Associates
David West - County Agent - Alabama Cooperative Extension Service System
Reprinted from Arbor Age Magazine, February 1996

Introduction: Trees, like all other living plants, have many nutritional requirements for sustained growth and reproduction. There are various methods of determining the available nutrients in the soil, as well as methods of determining the amount of nutrients absorbed by the tree. When certain nutrients are deficient in the soil, fertilizers may be able to correct the deficiency. Fertilizers come in many forms and are applied in many ways. The amount and kind of vegetation in the area, as well as the reasons for fertilization are critical factors in determining the application method to use.

MACRONUTRIENTS:
Nitrogen - Promotes green leaves and stems
Phosphorus - Used in the production of roots, flowers, and fruit
Potassium - Aids in flowering and fruiting, sturdiness, and disease and stress resistances
Calcium - Aids in cell manufacturing
Magnesium - A prime element in the development of seed and chlorophyll
Sulfur - A primary element of proteins and contributes to the green color.

MULCHING

Ireenwood Nursery, Tennessee (from http://greenwoodnursery.com/page.cfm/81)

Choosing a Mulch: Because there are so many different mulch products available it is difficult to know which ones are best. Basically, there are three types of mulch: plastic mulch, real mulch and stone mulch. Let's consider all three.

Plastic Mulches: Plastic mulches usually come on a roll and are sold as "landscape fabric" or "plastic weed barrier." Because they.are made from plastics and are not organic they do not provide nutritional benefits and are not necessarily environmentally correct. They are effective weed barriers, however. Nonporous sheets of black plastic are not recommended for use in the garden because, while they are very effective at keeping weeds from coming up, they do not allow water to penetrate through to the plant roots.

Porous landscape fabrics allow rainwater to penetrate the soil. They work fairly well at keeping the weeds at bay. Landscape fabric is terrific to put down before installing a brick or stone patio or walk, under driveway stone, and under mulched paths and play areas.

Real Mulches: The real organic mulches are the best because they are lovely in the garden as well as functional. Although they decompose quite rapidly and need to be replenished often (about every season), it is this very decomposition, which adds nitrogen to *the* soil and improves its structure.

We recommend shredded hardwood mulch for all planting areas. This mulch is made from shredded bark and has a good brown color - like dirt. We prefer shredded bark-to-bark chips and nuggets because it breaks down more quickly and improves our area's infamous hard clay soil. If you prefer the look of chips or nuggets, spread the shredded mulch down first and then cover it with a layer of decorative mulch.

Wood chips can also be used as mulch. While wood chips are less expensive than bark, mulch and can often be obtained for free, it is not nearly as attractive as bark and tends to have a yellowish color which looks unnatural in the landscape. hood chips are a good, economical cover for large vegetable and cutting gardens, and play areas arid paths.

Do not use freshly ground wood chip mulch around any plants until it has had an opportunity to age (usually 8 to 12 months). Fresh wood chips rob the plants of nitrogen, which often results in the death of plants.

Stone Mulch: Gardeners who either dislike the appearance of bark mulch or who are creating a specific design statement often use stone mulch. While stones do cover the soil, and provide a bit of weed control, they do not improve the soil. Stone mulch, especially river rocks, can add beautiful color and interest to a garden. It is difficult to create a design incorporating white marble chips without making the garden look like a fast-food restaurant.

White stones can also reflect heat onto surrounding plants causing sun scorch. In general, stone is expensive and difficult to work with.

{The Modifications Committee requires approval of stone to guard against the use of white stones. Besides white stones not being generally attractive, residue from plants (i.e., dead leaves, twigs, branches, etc.) is quite visible in the mulch. If colored rocks are to *be* used, they should be of a color to reduce heat and reflection in the garden and not allow plant residue to be seen.1

Watering For Healthy Establishment: Water a newly planted palm at least twice a week for the first six months. Add enough water to insure a moisture penetration of a foot and a half (18 inches). Sandy soil requires more watering to maintain the moisture.

Established Palms:
Fertilization: Established palms should be fertilized with a slow release palm fertilizer a minimum of twice per year; four applications are better. A palm fertilizer in the form of slow release pellets and contains roughly 12 to 13 percent litrogen, 3 to 4 percent potassium, 12 to 13 percent phosphorus plus trace elements. This is commercially known as a ---slow release "Palm Special" and labeled (12-4-12) or (13-3-13). The application rate for established palms is eight ounces (half pound) per inch of trunk diameter. Spread the fertilizer in the area one foot away from the trunk and out to the drip

line of the tree, When possible, punch holes in the fertilized area to help with the surface absorption. Thoroughly soak the area after application with an open hose.

Tr.A;, ter : During dry periods, soak the base of the tree with an open hose at least twice a month.

Pruning Palm Trees:
Avoid pruning trees whenever possible. Most palms shed their fronds naturally, but others drop the fronds after some time. When it is necessary to prune the trees, never remove fronds that do not hang below a line parallel to the ground. The hurricane or candle cut pruning of palms is detrimental to the palms health. As palms recycle nutrients from the browning fronds to the heart of the palm (translocation of nutrients), frond removal deprives the tree of needed nutrients and weakens its defenses against invasive molds and fungi. Allowing self-pruning or self-cleaning is especially important for species that have a 'crown shaft,' which is a green column below the fronds. Additionally, repeated hurricane cuts produce a condition known as "pencil top" which is the narrowing of the palm trunk just below the fronds. Hurricane winds may snap off the top of the palm where the thinning has occurred allowing the top of the palm to become airborne.

For trees without crown shafts, prune fronds by sawing them off close to the trunk after they have turned brown.

Never pull or rip off fronds. Permanent wounds to the trunk can occur allowing for fungus or rot invasion and produces ever-enlarging holes in the trunk.

Removing green fruit and seeds with pruning saws, does not hurt the palm and keeps the ground clear. The blooming stalk can be removed as soon as it appears.

Mulching:
Palms benefit from an 18-inch layer of mulch applied six inches away from the trunk and 2 to 6 inches thick. Use commercial sterilized mulch. Freshly ground tree mulch can contain the organism responsible for the lethal disease 1—'noderma Butt Rot.' Dead Palm trees containing the deadly fungus 'Ganoderma zonatrum,' can be ground up into a fine .cing but lethal mulch. Tools used in removing dead trees should be sterilized with rubbing alcohol (isopropyl alcohol) or hydrogen peroxide (H202), to prevent transferring the fungus to other palms.

More Important Stuff!

Puncture Wounds Never Heal!
Do not use nails or screws to attach lights or signs to the trunk.
Do not use climbing spikes to climb any tree.
Do not use a machete to remove fronds, as an overstrike will wound the trunk of the tree. One must be very careful using a chain saw for the same reason.
Do not use String Trimmers to trim away grass from the trunk. Use mulch to keep grass away. String Trimmers can slowly remove the bark from the base of the tree.
Do not plant in openings in concrete or black top of less than six feet in diameter.
Do not place sprinklers close to the trunk of a palm.
Do use Manganese Sulfate to treat a frizzle-topped palm.

FERTILIZER APPLICATIONS USING A SPREADER

A drop spreader evenly distributes materials directly beneath the hopper. This provides accuracy in placing material precisely where it is needed. Seeds or granules pass through a series of opening at the bottom of the hopper, with rate of application determined by the size of the holes and the position of the shutoff bar. Obviously, these parts of the spreader must be predsely manufactured of quality materials in order to consistently deliver even applications. (EDITORS NOTE: GOOD FOR SHRUB AND TREE FERTILIZATION.)

Rotary spreaders "broadcast" material in a circle around the spreader. With a quality rotary, distribution will be "feathered" near the outer edge of the circle. By overlapping the edge on the next pass, the

concentration of material evens out and the lawn gets even feeding. This method is more forgiving of application error than a drop spreader. (EDITORS NOTE: RECOMMENDED FOR LAWN FERTILIZATION.}

Rotary spreaders allow an effective pattern ranging from 30 inches to 8 feet -- depending on the type used. This wide swath makes lawn applications faster. The coverage allowed by the drop spreader is determined by the width of the hopper.

No matter which type of spreader you prefer to use, there are some guidelines you should follow when spreading lawn products:

- Proper product application is essential to a thick, green, attractive lawn, so be sure to use the correct setting for the product being applied.
- Before filling it, place your spreader on a walk or driveway -- not on the lawn -- and be certain hopper openings are closed. This helps ensure that product doesn't accidentally escape and injure the lawn through over- application.
- To begin, start walking as you release the shut-off lever to allow material to start flowing. Remember to push your spreader forward -- do not pull it backwards.
- To avoid striping and missing with a drop spreader, overlap the edge of each strip against the previous one. Check to see if the particles are falling close to the previous tire tracks. Overlapping 2 to 3 inches should be sufficient with a drop spreader. With a rotary spreader, overlap the pattern one-quarter to one-third of its width.
- For an irregular shaped lawn, apply a header strip completely around its edge. Then, move back and forth across the lawn.
- When using a rotary spreader, steer smoothly around obstacles, maintaining a safe distance to avoid throwing product on any area you do not want treated. Be careful around ornamentals, as weed-and feed products may cause damage.

When you are finished, pour all remaining material back into the bag and tightly reseal. Then, wash your spreader thoroughly and let it dry out completely in the sun.

Eastwood Community Association, Inc

Resolution No. 004.002 — Adoption of Rules and Regulations Governing Parking Within The Preserve Neighborhood

WHEREAS, EastWood Community Association, Inc. (hereinafter referred to as the "Association"), has as one of its core purposes the promotion of the health, safety and welfare of the property owners and their families within the EastWood community; and

WHEREAS, Article IX, Section 3 of the Amended, Restated and Consolidated Declarations of Covenants and Restrictions for EastWood (hereinafter referred to as the "Master Declaration") specifically provides that the parking and storage of automobiles and other motor vehicles (including commercial or recreational vehicles, cars, boats, campers, trailers and vans, golf carts, mobile homes and other water crafts) may not be permitted on the Properties comprising the EastWood community except in certain designated areas, if and when the Board of Directors designates such areas; and

WHEREAS, Article IX, Section 3 of the Master Declaration further specifically authorizes the Board of Directors to enact additional rules and regulations pertaining to parking, and further empowers 'the Board of Directors to enforce the terms of the Master Declaration and the parking regulations enacted thereunder by authorizing and directing, or contracting with a duly licensed towing company for, the towing of vehicles which are in violation of the parking regulations so enacted; and

WHEREAS, Article I of the Amended Supplemental Declaration to Amended, Restated and Consolidated Declaration of Covenants and Restrictions for The Preserve at EastWood (hereinafter referred, to as "The Preserve Declaration") reflects that the roadways with The Preserve are private and constitute Common Areas owned by the Association; and

WHEREAS, Article I,. Section 6(d) of ;The Preserve Declaration expressly provides that the rights and easements of enjoyment that Owners have with respect to the private roadways within The Preserve are subject to reasonable regulation by the Association; and

WHEREAS, Section 720.305(1), *Florida Statutes*, provides that each Owner, together with each Owner's tenants, guests and invitees, must comply with the terms of the Master Declaration, The Preserve Declaration and the rules enacted by the Association;

WHEREAS, Section 715.07, *Florida Statutes*, authorizes the towing of vehicles impermissibly parked on private property;

WHEREAS, the Association's Board of Directors and Parking Committee have determined that it is in the best interests of the EastWood community to restrict the

parking and storage of automobiles and other motor vehicles (as defined in Article IX, Section 3 of the Master Declaration) within The Preserve Neighborhood in order to better provide for: (a) the safety of all adults and children within The Preserve Neighborhood; (b) a reduction in the likelihood of vehicular accidents traceable to obstructed views of drivers traveling through The Preserve Neighborhood; (c) the efficient access to and from The Preserve Neighborhood for homeowners, residents, and letter carriers, firefighters, law enforcement officials, EMTs, trash pick-up services, and other public service providers; (d) the efficient and proper use of all sidewalks within The Preserve Neighborhood for pedestrian traffic; (e) the promotion of aesthetic and market value concerns applicable to The Preserve Neighborhood; and (f) the detection and reporting of unauthorized vehicles within The Preserve Neighborhood in an effort to stem potential criminal activities;

THEREFORE, BE IT RESOLVED that the following rules and regulations shall be effective as of the date of adoption by the undersigned Board of Directors;

1. Parking and/or storage of any automobile or other motor vehicle (as defined in Article IX, Section 3 of the Master Declaration) on any of the private roadways of, or upon or across any grassy area within, or upon or across any of the sidewalks within, The Preserve Neighborhood is prohibited.

2. The Board of Directors recognizes that exceptions to the street parking prohibition are appropriate to accommodate special social events occurring from time to time at private residences within The Preserve Neighborhood. However, no on-street parking shall be allowed unless and until all driveway space has first been used and remains in use for the parking and storage of motorized vehicles utilized as ordinary means of transportation. **RESIDENTS AND THEIR GUESTS MUST FIRST USE ALL SPACE IN THE DRIVEWAY FOR PARKING THEN, AND ONLY THEN, SHALL ON-STREET PARKING BE PERMITTED.** In the event that a homeowner or resident wishes to obtain permission to park one or more vehicles on the private roadways of The Preserve Neighborhood in connection with a special social event, that homeowner or resident shall request written authorization from the Association via one of the following forms..

    a) Gate Pass — The intent of a Gate Pass is to ensure visitors requiring <u>short term parking of six hours or less</u> (e.g., dinner guests, card game participants, etc.) have authorization to park on the street if space is not available in the resident's driveway. A Gate Pass may be obtained from the Preserve gate attendant any day of the week starting as early as 6 am but ending no later than 2 am (subject to the ultimate control of the Board of Directors and oversight of the Preserve Safety & Access Committee). Gate Passes cannot be issued in advance of their intended time of use. There is no written application required to obtain a Gate Pass. Gate Passes are valid for up to six hours (nonrenewable) and are subject to the Terms of Use printed on the pass. All Gate Passes expire at 2 am regardless of the time issued. Each Gate

Pass shall conspicuously reflect the date (month, day and year) and specific hours of validity thereon. All Gate Passes shall be positioned underneath the front windshield of the vehicle for which it has been issued, and must be clearly visible to a person outside of the vehicle. Further, it shall remain the homeowner's or resident's ultimate responsibility to notify arriving guests of these requirements; as well as, the Terms of Use for a Gate Pass. Refer to Attachment A for a sample Gate Pass and its Terms of Use.

b) Standard Parking Permit — The intent of a Standard Parking Permit is to ensure visitors requiring short term parking greater than six hours (e.g., holiday gatherings, birthday parties, etc.) have authorization to park on the street if space is not available in the resident's driveway. Since these permits authorize on-street parking for an extended period of time, these permits may only be obtained from the Association's management company on any normal business day during normal business hours (subject to the ultimate control of the Board of Directors and oversight of the Preserve Safety & Access Committee). Standard Parking Permits can be issued in advance of their intended time of use. For example, a Standard Parking Permit can be issued on Monday for a birthday party to be held the following Sunday. Standard Parking Permits are valid for up to 20 hours (non-renewable) and are subject to the Terms of Use printed on the permit. All Standard Parking Permits expire at 2 am regardless of the time issued. Each Standard Parking Permit shall conspicuously reflect the date (month, day and year) and specific hours of validity thereon. All Standard Parking Permits shall be positioned underneath the front windshield of the vehicle for which it has been issued, and must be clearly visible to a person outside of the vehicle. Further, it shall remain the homeowner's or resident's ultimate responsibility to notify arriving guests of these requirements; as well as, the Terms of Use for a Standard Parking Permit. Refer to Attachment B for a sample Standard Parking Permit and its Terms of Use; as well as, the Application for a Standard Parking Permit.

c) Extended Parking Permit — The intent of a Extended Parking Permit is to ensure visitors requiring overnight parking (e.g., guests from out-of-town, visiting relatives, etc.) have authorization to park on the street if space is not available in the resident's driveway. Since these permits authorize on-street parking for an extended period of time, these permits may' only be obtained from the Association's management company on any normal business day during normal business hours (subject to the ultimate control of the Board of Directors and oversight of the Preserve Safety & Access Committee). Extended Parking Permits can be issued in advance of their intended time of use. For example, an Extended Parking Permit can be issued on Monday for
relatives visiting the following weekend. Applications for an

Extended Parking Permit must be accompanied by evidence that the Applicant's need exceeds their maximum intended capacity to store motor vehicles. The number of Extended Parking Permits issued will be limited to the number of vehicles that can be accommodated directly in front of the Applicant's own residence. Extended Parking Permits are valid for up to 72 hours (non-renewable) and are subject to the Terms of Use printed on the permit. Each Extended Parking Permit shall conspicuously reflect the dates (month, days and year) and specific hours of validity thereon. All Extended Parking Permits shall be positioned underneath the front windshield of the vehicle for which it has been issued, and must be clearly visible to a person outside of the vehicle. Further, it shall remain the homeowner's or resident's ultimate responsibility to notify arriving guests of these requirements; as well as, the Terms of Use for an Extended Parking Permit. Refer to Attachment C for a sample Extended Parking Permit and its Terms of Use: as well as, the Application for an Extended Parkirig ' ' . .

3. Nothing herein shall be construed to prohibit the temporary parking on the private streets of The Preserve Neighborhood of construction, delivery and other public and private service vehicles engaged in a bona fide service purpose within The Preserve Neighborhood. All temporary parking of construction, delivery and other public and private 'Service vehicles' shall conform to state or local laws. Any construction, delivery and other public and private service vehicles parked in violation of state or local laws, regardless of whether or not it has a parking pass or permit, shall be subject to being towed from The Preserve Neighborhood at the owner's and/or operator's sole expense.

4. In the event that special or extraordinary circumstances exist, the Board of Directors may 'consider "and grant variances to the prohibitions contained in paragraph 1 of this Resolution. However, such variances shall be sparingly granted and must be supported by truly compelling circumstances; otherwise, the exceptions may swallow the rule, thereby undermining the objectives upon which this Resolution is based. Use of a resident's garage and/or driveway for purposes beyond the parking or storage of anything but motor vehicles utilized as the ordinary means of transportation for members of that household, in and of itself, fails to qualify under this Resolution as either special or extraordinary. Any homeowner cit're'SidelifvAShirig to requesta special variance from the prohibitions expressed in these rules and regulations must submit a written petition to the Association's Preserve Safety and Access Committee, which petition shall detail the special or extraordinary circumstances supporting the request for variance. All petitions shall be delivered to the Preserve Safety and Access Committee, Eastwood Community Association, Inc. c/o the Association's management company. The Preserve Safety and Access Committee shall convene within

thirty (30) days of its receipt of any such petition, and shall notify the petitioning party of the location, date and time of its meeting to consider the petition. The petitioning party shall be encouraged to attend the meeting of the committee considering the petition and present whatever evidence and argument that party believes warrants the grant of an exception to the prohibitions expressed in these rules and regulations. The Preserve Safety and Access Committee's findings and resultant decision shall become an enforceable action of the Eastwood Community Association. The Preserve Safety & Access Committee shall then inform both the Board of Directors and the petitioning party of the committee's decision within seven (7) days. Once notified, the petitioning party may appeal the decision directly to the Board of Directors by submitting a written request to appeal to the Association's management company within fourteen (14) days. The petitioning party's request shall then be added to the agenda of the next regular meeting of the Board of Directors. The petitioning party shall be encouraged to attend the meeting of the Board of Directors considering the petition and present whatever evidence and argument that party believes warrants the grant of an exception to the prohibitiOns expressed in these rules and regulations. The Board of Directors shall then deliberate and issue its decision on the petition, which decision shall be final and binding upon the petitioning party. Variances shall be reviewed on an annual basis. Refer to Attachment D for a sample Variance and its Terms of Use: as well as, the Application for a Variance.

5. The Association shall contract with a towing service operating in compliance with the legal requirements of Section 715.07, *Florida Statutes*, to erect TOW AWAY ZONE signs on the property in compliance with state and local laws. Additionally, the Association shall erect a sign at the entrance to the property to notify all of the fact that vehicles parked and/or stored on any of the private roadways of, or upon or across any grassy area within, or upon or across any of the sidewalks within, the Preserve Neighborhood are subject to being towed at the owner's or operator's sole expense..

6. Any automobile or other motor vehicle (defined in Article IX, Section 3 of the Master Declaration) that is either parked or stored on any of the private roadways of The Preserve Neighborhood and: (a) does not properly exhibit a Gate Pass, Standard Parking Permit, Extended Parking Permit, or Variance or (b) lacks evidence of written authorization from the Board of Directors to be so parked or stored, or (c) is parked in violation of state or local laws, regardless of whether or not it has a parking pass or permit, shall be subject to being towed from The Preserve Neighborhood at the owner's and/or operator's sole expense.

7. Any automobile or other motor vehicle (defined in Article IX, Section 3 of the Master Declaration) that is either parked or stored upon or across any grassy area within The Preserve Neighborhood shall be subject to being towed from The Preserve Neighborhood at the owner's and/or operator's sole expense.

8. Any automobile or other motor vehicle (defined in Article IX, Section 3 of the Master Declaration) that is either parked or stored upon or across any of the

sidewalks within The Preserve Neighborhood shall be subject to being towed from The Preserve Neighborhood at the owner's and/or operator's sole expense.

9. Any automobile or other motor vehicle (defined in Article IX, Section 3 of the Master Declaration) that is parked anywhere along the nonresidential portion of Golfway Boulevard within The Preserve Neighborhood shall be subject to being towed from The Preserve Neighborhood at the owner's and/or operator's sole expense.

10. Preserve homeowners and residents identified by the Association's management company as delinquent in their association dues shall lose all parking privileges on the private streets of the Preserve until such time as their account is settled. These privileges include any on-street parking for the resident and their guests; as well as, access to Gate Passes, Parking Permits and Parking Variances. The Association's management company shall identify delinquent Preserve homeowners and inform both the Board of Directors and the Preserve Safety and Access Committee that the homeowner should be denied the use of ECA facilities as described above. The Preserve Safety and Access Committee (unless otherwise directed by the Board of Directors) shall then instruct the Preserve gate attendants not to issue any Gate Passes to the applicable address.

11. The terms of this Resolution shall go into effect immediately upon adoption by the Board of Directors. Copies of this Resolution shall be mailed to all homeowners appearing on the ownership roster of the Association at the addresses reflected thereon. There shall be a thirty (30) day grace period from the date of mailing to the date of actual enforcement, however. This thirty (30) day grace period is intended to permit homeowners and residents adequate time to make appropriate arrangements for compliance with the terms hereof, together with providing non-resident owners adequate time to apprise their tenants, guests and/or invitees of the terms hereof.

12. The terms of this Resolution shall be re-evaluated by the Board of Directors within ninety (90) dayv of the expiration of the thirty (30) day grace period provided for hereinabove. Based upon the actual experiences that arise during this interim period, the Board of Directors may amend the terms of this Resolution if circumstances warrant.

13. It shall remain the ultimate responsibility of each homeowner within The Preserve Neighborhood to inform his or her family members, tenants, guests and/or invitees of the scope of these rules and regulations and to ensure compliance therewith. -- k)h.

14. The provisions of this Resolution shall be supplemental to any and all other enforcement remedies provided for in the governing documents of the Association, other rules and regulations of the Association, or otherwise as may be available under law.

Originally enacted unanimously by the Board of Directors for EastWood Community Association, Inc. at its October 8, 2002 Board meeting.

Revision 001 enacted by the Board of Directors for EastWood Community Association, Inc. at its July 25, 2005 Board meeting to provide residents with the right-of-appeal if the Preserve Safety & Access Committee denied a variance.

Revision 002 enacted by the Board of Directors for EastWood Community Association, Inc. at its October 18, 2006 Board meeting to document Gate Passes, Standard Parking Permits, Extended Parking Permits and Variances; as well as, to document the removal of vehicles parked in violation of state or local laws, regardless of whether or not the vehicle has a parking pass or permit.

ATTACHMENT A — GATE PASS

GATE PASS SAMPLE

ATTACHMENT B — STANDARD PARKING PERMIT

STANDARD PARKING PERMIT SAMPLE

STANDARD PARKING PERMIT APPLICATION

ATTACHMENT C — EXTENDED PARKING PERMIT

EXTENDED PARKING PERMIT SAMPLE

EXTENDED PARKING PERMIT APPLICATION

ATTACHMENT D — VARIANCE

VARIANCE SAMPLE

VARIANCE APPLICATION