

Exhibit "A"

Bexley Park Master Association, Inc.
Amended and Restated Rules and Regulations

*Effective September 1, 2024

Article XIV, of the Bylaws for Bexley Park Master Association, Inc. empowers the Board of Directors to promulgate rules governing the operation and use of all community.

In addition to Owners and their families, these Rules and Regulations also govern, tenants, occupants, residents, guests, tenants, contractors, servants and all visitors to Bexley Park. Owners will be held responsible for any violations of these Rules and Regulations by guests, tenants or visitors; therefore it is your responsibility to share these Rules and Regulations with your guests.

The term "Common Area" shall refer to all property within the Bexley Park community that is not contained within the boundaries of a privately owned Lot, or as may be designated as a common area by the Governing Documents (the Articles of Incorporation, Declaration of Covenants, Bylaws, and Rules and Regulations, as may be amended from time to time). Common Areas include landscaped areas, recreational areas, waterways, lakes, certain roadways and alleyways not dedicated to the City, parking lots or parking spaces (not appurtenant to a Lot), the pool and pool deck, the gym, recreational areas, park areas (not dedicated to the City), landscaped areas, entrance and exit, access control points and any other areas as may be designated as such in the future upon approval of the Board and the membership. The term "Community" includes both Common Areas and privately owned Lots and homes within Bexley Park.

Section 1: Vehicles, Traffic Control and Parking

A. All speed limits shall be obeyed. Unless otherwise posted with a speed limit sign, the speed limit on all streets shall be **25** miles per hour. All traffic control signs ("Stop" signs, "Children at Play," etc.) must be obeyed at all times.

B. No vehicles may be parked on the grass, sidewalk, or unpaved areas of the Community. Vehicles may be parked on the roadways under the maintenance and ownership of the City of Delray Beach (excluding alleyways) provided they are parked in designated parking spaces and comply with all municipal and state laws. The alleyways are Common Areas, maintained by the Association. As such, vehicles may not be parked in the alleyways (roadways less than 50 feet in width) at any time This rule excludes any commercial vehicle temporarily parked on roadways for the purpose of providing goods or services to a Resident during the daylight hours which cannot be parked in a driveway or other designated space.

C. Guests parking is for guests visiting townhomes and manor home residents only. Residents may not park in guest parking spaces. Owners, tenants and residents that park in guest parking spaces may be towed at the owner's expense.

D. Prohibited vehicles: The following vehicles may not be parked within the Community, regardless of whether parked on a lot, municipal street, private alleyway, driveway, private lot or common area, or they will be towed or removed at the owner's expense unless completely enclosed within a garage:

- 1) trailers;
- 2) commercial vehicles as defined by F.S. 320.01(25);
- 3) recreational vehicles;
- 4) boats (motorized, rowboats, canoes, etc.);
- 5) boat trailers;
- 6) vans or SUVs that transport more than nine (9) passengers.

E. "Commercial vehicles" as defined in Florida Statutes § 320.01(25) cannot be parked anywhere within the community unless the vehicle is providing goods or services to a resident. No vehicle may store equipment, tools or ladders in any portion of the vehicle that may be visible from the exterior of the vehicle when parked anywhere other than a garage.

F. Vehicles operating within the community must have a valid license plate and current vehicle registration. Any vehicle without a valid plate or with expired registration which is parked anywhere in the Community will be towed at the owner's expense.

G. All vehicles must be in good working condition, free of any damage or defect which could cause a disturbance to another Owner or nuisance to the Community. No vehicle shall leak fluid (oil, transmission fluid, brake fluid, gasoline) or any other substance that stains or discolors the driveways or roadways. Any vehicle that fails to comply with this provision will be towed at the owner's expense. Any expense incurred by the Association in cleaning any roadway or other surface due to leaking substances from a resident or guest's vehicle shall become an assessment against the Owner's lot and subject to collection and lien.

H. Vehicles may not create noise pollution, nuisance or noise disturbances at any time. Specific examples that tend to cause noise disturbances include: specialty or modified mufflers, loud car stereos, amplified bass speakers or woofers, "peeling out," excessive engine revving and excessive honking of the horn. Any vehicle that causes a noise disturbance will be prohibited from entering the Community and may be towed at the owner's expense.

I. Any vehicle that violates any Rule contained in this Section will be towed at the owner's expense after receiving one (1) warning.

Section 2: Signage

A. No commercial or political signs, advertisements, banners, notices or other symbols or lettering shall be displayed on any part of a Lot or the exterior portion of a home, or displayed in a window, which is visible from the Common Areas. Any signage placed in the Community without prior authorization from the Association will be confiscated and destroyed. Exceptions to this rule include the following:

1) Residents may display up to two of the following flags, no larger than 4 ½ feet by 6 feet: 1) the American flag, displayed per the US Flag Code; 2) official flag of the State of Florida; 3) POW-MIA flag; 4) official flag of the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard, and 5) official flag of a first responding agency, as defined in Florida Statutes § 720.304.

2) Signage indicating that a property is protected by a security monitoring company. Signage can be no larger than six inches by six inches.

3) Signage approved for posting on a community bulletin board. Signage that will be considered for approval includes business cards, sales notices or classified advertisements for personal property or services, flyers for community events, and similar documents, subject to the approval in the sole discretion of the Board of Directors. Any signage posted on the bulletin board without prior authorization will be removed and destroyed.

4) Notices required by a governmental entity or the Association, like a permit, legal notice or similar.

5) A sign or banner celebrating a life event or sports event. For example, "Congratulations, Graduate, "It's a Girl!" or sports team mascot. Approved signs must be removed fourteen (14) days following the event.

B. One "for sale" or "for rent" sign may be placed in one window of the home, not to exceed 18 inches by 24 inches. Open house signs may only be displayed with prior approval from the Association. An Owner or a realtor must obtain prior approval to place signage in the following designated areas: one (1) sign may be placed at each entrance and one (1) removable sign may be placed on the Owner's Lot.

Section 3: Animals

A. Any animal which constitutes a nuisance, threat or risk to other Residents or their guests may be prohibited from the Community, may be restricted from entering Common Areas and/or may be reported to animal control. Examples of animal behavior that constitute a nuisance, threat or risk include (but not limited to): animals left unattended on Common Area property or outside the home (or in a screened enclosure); unleashed animals or animals not under control of their owners; animals that incessantly bark, howl, moan, growl or bare teeth; animals that bite or attempt to

bite; animals that defecate on Common Areas or private Lots and the owner fails to remove the droppings; animals that damage or destroy any Common Area property.

B. All animal owners (Residents and their guests) agree to indemnify the Association, management, agents and employees and hold the Association harmless for any claim, judgment, costs or attorney's fee incurred as a result of any injury or property damage caused by any an Owner's animal.

C. Only common household pets may be kept within a home (fish, birds, dogs or cats). No livestock, poultry or invasive species may be kept within a home. No more than two (2) dogs or two (2) cats may be kept within a home. Any additional dogs or cats must be approved by the Board of Directors.

D. Dogs shall be kept on a leash at all times while on Common Area property.

E. Cats are not permitted to roam freely. Residents that violate this rule risk being cited or fined by Animal Control, or possibly having the cat removed from the premises.

F. Animal owners are responsible for cleanup of their pet's waste. Pet waste is proven to attract rodents and other pests, and spreads disease to other animals, in addition to being generally unpleasant. Residents that fail to pick up their animal's waste left upon Common Area property or a private Lot may be charged an assessment for the removal of the waste, or the animal may be prohibited from entering Common Area property, or the Association may revoke the Owner's permission to keep the pet within the Community.

G. All dogs and cats must be vaccinated for rabies and all other potentially communicable diseases. All dogs and cats must wear a rabies tag and identification tag, identifying the animal's owner, contact information, and proof of rabies vaccination.

H. No animals may be left unattended on Common Area property or left outside an Owner's lot (including screened porches, balconies or fenced enclosures). Animals may not be left tethered, chained or tied up to any structure upon Common Area property or outside a home. PBC Ordinance 98-22, sections 4&9.

I. Residents may not engage in any commercial enterprise concerning animals or pets on Community property (Common Area or private lots).

J. Violations of any rule in this section should be reported to the Association, but you also may wish to call the County Animal Control Unit, 561-233-1200, if you have encountered an aggressive, stray or unattended animal. In the event of an emergency, if you believe an animal is in imminent harm, or if an animal might be dangerous or aggressive, please call the Police Humane Unit without delay.

K. Any resident claiming the need for an assistance animal (service animal or emotional support animal) shall make a request for accommodation and include the

name of the treating health care provider; describe the accommodation you are requesting, confirm that he/she has a qualifying disability (although a specific diagnosis is not necessary), have the health care professional tell the Association how the assistance animal relieves a symptom of the disability.

Section 4: Use of Amenities (Cabana, Pool, Deck, Lakes, Trails)

A. "Community Amenities" are defined as a recreational service or activity offered by the Association for the enjoyment of an Owner, tenant, resident, guest or visitor. They include the cabana, pool and walking trails. The Board may suspend amenity use rights for any Resident or guest that fails to abide by these Rules or governing documents.

B. Community Amenities are for recreational use only.

C. No Resident may monopolize the amenities to the exclusion of other Residents. The amenities shall remain available to all Residents during their operating hours. The amenities may not be rented for parties, social gatherings, lessons or private events.

D. All guests must be accompanied by a Resident at all times while using the pool and cabana.

E. Each lot shall have one access control device (fob) assigned. If a fob is lost, a replacement fob can be requested from management and the Resident will be charged \$100.00. Maximum of two pool fobs per household and must be for residents only (not family or friends).

F. A Resident will be held financially and legally responsible for any act of abuse, vandalism, destruction or theft committed upon Common Area property by a Resident's child, family member, visitor or guest. The Association will prosecute anyone found responsible for theft, vandalism, damage or destruction to any Community property.

G. The hours of operation for the pool are from dawn to dusk, except as may otherwise permitted by the Board of Directors for a special event.

H. Children under 16 must be accompanied by a Resident in the pool and cabana area.

I. No lifeguard is present at the pool, so it is the responsibility of all Residents, visitors and guests to ensure their own safety. Residents, visitors and guests assume the risk of injury when swimming in the pool. Only experienced, trained swimmers are permitted in the pool. Untrained swimmers are only permitted in the pool when accompanied by a trained swimmer, preferably trained in CPR. Untrained swimmers must use flotation devices. Any person with that does not have bladder or bowel control must wear a garment that would prevent leakage of bodily fluids into the pool.

- J. No diving is permitted at the pool. No running around the pool deck. No swimming during a rainstorm, thunderstorm or during other dangerous weather conditions. No pool furniture or other inappropriate items are permitted in the pool. No eating, drinking or smoking in the pool. Eating and drinking is permitted on the pool deck, but only if trash is placed in the waste receptacles. No glass containers are permitted on the pool deck.
- K. No radios or amplified devices are permitted in the pool or cabana area. Personal listening devices (headphones or earbuds) should be used. No live DJ's or live music in the recreational area is permitted, except as may be permitted by the Board of Directors upon request by a Resident for a special event.
- L. Use the pool showers before and after entering the pool.
- M. Appropriate attire must be worn at all times while using the amenities.
- N. When entering and exiting the pool area, check that the gate has securely closed behind you. This minimizes the risk of children wandering into the pool area. If the gate does not properly close, contact management immediately.
- O. Immediately report any damaged pool furniture, chairs, broken tiles, loose handrails, uneven pavement or other hazards to management.
- P. Residents and guests using the amenities must park in designated parking areas.
- Q. Other than service animals, no pets or animals are allowed in the cabana, pool deck or pool.
- R. No betting or wagering of any kind is permissible on the outcome of any games or matches at the amenities.
- S. No swimming, hunting or boating is permitted in the lakes and drainage basins located within the Community.
- T. Do not feed the wildlife. Do not attempt to trap, harm or kill wildlife.
- U. No weapons of any kind are permitted in the recreational areas (pool, cabana or walking trails). This includes but is not limited to any projectile (firearm, dart, slingshot, etc.), knife, blade or explosive.
- V. Bexley Trail Community Park, which includes a wildlife preserve, tot lot, play area and parking area, is owned and operated by the City of Delray Beach. The Association bears no liability for the upkeep, maintenance or operation of the facilities located within Bexley Trail Community Park.

Section 5: Alterations

A. Any change or alteration to the exterior of a Lot, home or landscaping shall require prior written approval by the Architectural Review Committee (ARC). The ARC may be comprised of members of the Board of Directors.

B. Any installation, replacement, modification or removal of the following exterior features must be approved in writing by the Board of Directors and/or ARC at least thirty (30) days prior to commencement of installation, replacement, modification or removal: pool installation (Estate Homes), roof (Estates Homes), koi ponds, fountains, trellises, retaining walls, fences, railings, gates, walkways (paver or concrete), driveway repaving, awning installation, canopies, gazebos, screened enclosures, patios, pool pavers, gutters, shutters, windows, window treatments (if visible from the street) gutters, doors (front door, garage doors, French doors, sliding glass), security cameras affixed to the building or lighting fixtures.

1) Applications for installation, replacement, modification or removal of any structure identified in this Rule must include plans, specifications, drawings or blueprints and copies of the necessary permits.

2) The Owner must identify the contractor that will perform the work and the contractor must be insured. The owner must submit proof of the same along with the architectural or landscaping modification application. The Contractor must agree, in writing, to indemnify the Owner and the Association in the event of any claims arising from or out of the contractor's work.

3) Owners that fail to comply with any portion of this section may be asked to remove the unapproved structure at the Owner's cost.

C. An Owner must submit an architectural or landscaping modification application prior to undertaking any alteration, improvement or change to the Lot. The application shall be accompanied by plans, specifications, color or material samples and other details as the Association may deem reasonably necessary. The Association has the absolute right to approve or disapprove of any proposed addition, alteration, improvement or change. The Association's approval shall not be unreasonably withheld.

D. All additions, alterations, improvements or changes made by an Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details or otherwise.

E. An architectural modification to approve a window replacement shall only be approved if the proposed new window or slider looks substantially the same as the existing window or slider originally installed by the developer for that particular model. All windows or sliders should be permitted, and should fit in the existing aperture, with

white frames and grids. If the original window to be replaced opens and closes, then the replacement window must also open and close in the same manner as the original window. The replacement window must function in the same manner as the existing window, as installed by the developer, for that particular model.

F. An architectural modification request to replace a front door shall only be approved if the proposed new door looks substantially the same as the existing door, as originally installed by the developer. An Owner must obtain a permit as a condition for approval.

G. An architectural modification request to replace roof shall only be approved if the proposed new roof looks substantially the same as the existing roof, as originally installed by the developer. The roof style, color, material and shingle type must be substantially similar to the roof type and shingle as originally installed by the developer. An Owner must obtain a permit as a condition for approval.

H. An architectural modification request to install window shutters shall only be approved if the proposed shutters are painted the same color as the trim color for the building or home where it will be installed. Contact management for a list of approved shutter colors. An Owner must obtain a permit as a condition for approval.

I. Generators, fuel tanks and other emergency fuel and power solutions must be designed in such a way so that the generator exhaust is at least ten feet away from any windows and doors (including adjacent properties) and cannot discharge on adjacent property. Decibel level shall not exceed 75db. No generator or tank may be installed within the common areas, or within any easement areas. The generator or fuel tank must be minimally visible and placed at the back at the property where practical. Any generator or fuel tank installation must be permitted, and the Association must receive a complete set of drawings, specifications, designs, plans (electrical, structural and landscaping replacement).

J. Window treatments must be in good condition and appear symmetrical. There shall be no missing slats or other broken or damaged part of the window covering. Sheets or aluminum foil may not be used in place of a window treatment.

Section 6: Rules Governing All Homes (Estate, Manor and Town Homes)

A. House numbers must be clearly displayed on each home and mailbox, utilizing lettering that is legible, sufficiently large to be visible from the street, and in a font and style as to match with other homes in the Community. Residents looking to replace house numbers must seek Association approval.

B. No air conditioning wall or window units shall be permitted. Only central air conditioning systems will be permitted.

C. Garbage pick-up days are Tuesday and Friday. Recycling pick-up is Tuesday. Bulk pickup is Friday.

- 1) When not placed curbside on a pick-up day, garbage and recycling receptacles must be stored in the garage.
- 2) Garbage and recycling receptacles may not be placed curbside any sooner than one (1) day before trash is to be picked up. After pick-up, all receptacles must be removed from the street or curb within one (1) day after pick-up.
- 3) All garbage (except bulk) must be placed in a receptacle, with the lid closed.
- 4) Residents must pick up any trash or recyclables that may have been dropped or spilled on a Lot, regardless of the source.

D. Garage conversions are not permitted. Garages may not be used as recreational rooms or as living space. Garage doors must remain closed unless the garage is in use. Garage doors are owned and maintained by the Lot Owner. If an Owner wishes to replace a garage door, an architectural modification request must be submitted and be approved by the Association before the door is replaced. Garage door replacement must be aesthetically identical to the original developer installed garage door (number of panels, etc.).

E. Landscaping tools, power tools, mechanic's tools and supplies must be stored in the garage. Garden hoses which cannot be concealed must be neatly wound around a spool or other device.

F. Exterior TV or radio antennae are not permitted.

G. Satellite dishes no larger than one meter in diameter shall be approved and must be installed in a location that is not visible from a common area (to the extent possible without interfering with signal strength). If the installation requires the satellite dish to be affixed to building envelope, then the dish must be securely installed and fastened by a trained installer to ensure conformity with these rules and minimize risk of injury to the user and other residents. No more than three (3) feet of cable may be visible from the exterior, and all cables must be painted to match the home.

H. Garments, rugs or other fabrics may not be hung to dry from any window, fence, balcony or railing. A clothesline may not be paced in the front or backyard of any property. Clotheslines may be used in a side yard, provided it is concealed with landscaping and is not visible from any street, common area or another Lot.

I. All lighting fixtures must be in good working condition and all fixtures on the Lot should be of same or similar style. Replacement of any lighting fixture must be

approved in writing by the Board and/or Architectural Committee. If a replacement coach light or pendant fixture cannot be located to match the existing coach or pendant light, then all coach or pendant fixtures must be replaced to maintain uniformity. Broken or damaged lighting fixtures must be replaced within thirty (30) days.

J. Interior Window coverings (blinds, curtains, etc.) shall be in good working order with no missing or broken slats or panels. No metal blinds or sheets shall be hung in a window. No exterior bars or railings shall be installed on any window. No personal items or bath products shall be visible from the exterior of any bathroom window. Mirror-finish tints and aluminum foil are not permitted in windows. Window screens must be in good order and remain affixed to the window. All windows and sliding glass doors replacements must be approved by the Association approval. Only replacement windows that match the original developer-installed windows will be approved. Replacement windows must open in the same fashion as the existing window, and contain grilles, muntins or mullions if the original developer-installed windows contain those elements.

K. Storm shutters may be secured or closed only while the Community is under a hurricane watch or warning and must be removed (if panel shutters) or completely opened (if accordion shutters) within fourteen (14) days after the Community is no longer in the "cone of uncertainty" as determined by the National Hurricane Center. Shutters must be in good working order and painted to match the main body exterior color of the home. All shutter installations must be approved prior to installation.

L. Patios, porches and balconies shall not be used to store tools, boxes, storage containers, appliances or unused furniture and must be kept neat and free of trash or clutter. Only appropriate weather-resistant patio furniture and appropriate decorations may be placed on a patio, porch or balcony.

M. Holiday lights and displays are permissible, provided they do not cause a nuisance (sound or excessive lights). The Board shall have sole discretion to determine whether a holiday display has created a nuisance and must be removed. Holiday lights and displays cannot be installed before more than six (6) weeks before a given holiday and two (2) weeks after the holiday.

N. Storage pods or containers may only be stored on a driveway for a maximum of five (5) days upon prior authorization by the Board of Directors.

O. No treehouses are allowed.

P. Retractable, roll-out awnings in the rear of the home may be approved. An application for ARC approval, showing the location of the awning, materials, color, etc. must be submitted and approved prior to installation.

Q. Owners are exclusively responsible for pest and rodent control within their homes and lots.

R. Homes are for single-family, residential use and occupancy. The maximum permissible occupancy of a home shall be calculated by multiplying the number of bedrooms by two.

Section 7: Rules Governing Estate Homes

A. Each Estate Home (detached single family) owner is responsible to maintain and repair the home and all improvements located in the home and on the lot in a clean, sanitary, neat, safe and orderly condition.

B. Estate Home owners shall maintain, replace and repair the home and all improvements on the lot, including but not limited to: roof, doors, windows, shutters, exterior walls (caulk, paint, stucco), roof, driveway.

C. Estate Home owners may install artificial turf in the rear portion of the home with prior ARC / Board approval. Artificial turf must be concealed with live, natural landscaping. A landscaping plan, survey and material sample must be submitted with the require ARC modification application.

D. Owners must obtain ARC / Board approval prior to altering their landscaping. Alterations include: planting or removing a tree, shrub or hedge; installing or removing rocks, pavers, retaining walls, walkways, or concrete borders. A City permit may also be required to remove a tree or install artificial turf.

E. Owners must trim any invasive tree roots. Fruit trees must only be planted in the back of the property, at least ten (10) feet from the property lines. Fallen fruit must be picked up. All trees must be planted with a five (5) foot setback from the property line. For corner lots, trees must be planted with a five (5) foot setback from the sidewalk.

F. Hedges must be planted continuously and spaced eighteen (18) inches on center, with an eighteen (18) inch setback from the property line. Hedges must not be planted in the lake easement. For corner lots, hedges must be planted with a five (5) foot setback from the sidewalk. Hedges can be up to 6 feet along fence in backyard to allow for privacy.

G. Only potted landscaping approved by the ARC can be placed on the exterior of the lot. The pot or planter must be in good condition in an approved location.

H. Fences and railings must be white aluminum, with $\frac{3}{4}$ or 1 inch pickets, and must match the original fence or railing style as installed by the developer. Rear gates must be at least 5 feet wide to allow lawn maintenance equipment to gain entry to the lot. Porch railings must not exceed three (3) feet in height. Balcony railings must not exceed four (4) feet in height. Perimeter fences may not exceed six (6) feet in height. The fence extending perpendicular to the home enclosing the side yard must be set at least five (5) feet from the corners of the home. Fences may not encroach on the common elements or within the twenty (20) foot lake maintenance easement.

I. Screen enclosures for the back of the unit must be framed in white aluminum and must obtain City permits and ARC approval.

J. Owners wishing to paint their home must select colors from the approved paint palette and seek prior ARC / Board approval.

K. Driveways must be maintained in the same manner as originally installed by the developer. Driveways are concrete slab, and must not be cracked, sinking, discolored or stained. Estate Home owners are exclusively responsible to maintain, repair and replace their driveways.

L. A charcoal / gas grill may be used provided that it is equipped with a lid and the lid remains closed while the grill is in use. Grills must be at least ten (10) feet from the neighboring lot property line. Grills must be stored in the backyard or garage when not in use. Firepits, tiki torches and smokers may be used safely, but must not create a hazard or risk of casualty. Should the use of firepits, tiki torches, smokers or grills result in an increased insurance premium, the Association reserves the right to prohibit these items.

M. Basketball hoops must be professionally manufactured and mounted on a pole, with a moveable base so they can be stored in the garage or on the driveway, closest to the garage door, when not in use. They cannot be attached to the roof or any other structure. Basketball hoops may not be placed in the street or sidewalks at any time.

N. Swing sets, trampolines and other play equipment must be landscaped to conceal and must be approved by the ARC. The ARC application must reflect the location of the equipment on the survey, size, color, description of materials and professionally installed. No swing sets or trampolines will be permitted unless completely enclosed by a fence, and at least ten (10) feet away from the adjoining lot.

O. ARC approval is required for an above-ground pool. An above-ground pool must be completely enclosed by a fence. An above-ground pool will not be approved and must be removed from the property between October 1st and March 30th.

P. In-ground pools and spas require ARC approval. Pools and Spas must be enclosed by a fence and must include a landscaping plan to conceal the fence and pool equipment.

Section 8: Rules Governing Manor and Town Homes

A. Manor and Town Home Owners shall maintain, repair and replace the doors, windows and shutters.

B. The Association shall maintain the lawn and landscaping located around all Manor Homes. Manor Home Owners may not alter the landscaping adjacent to their homes.

C. The Association shall maintain the lawn and landscaping located on all Town Home lots. Town Home Owners may not alter the landscaping on their lots without prior ARC approval. Alterations that require approval include (but are not limited to): planting or removing a tree, shrub or hedge; installing or removing rocks, pavers, retaining walls, walkways, or concrete borders. A City permit may also be required to remove a tree.

D. Only potted landscaping approved by the ARC can be placed on the exterior of the lot. The pot or planter must be in good condition in an approved location.

E. Town and Manor Home Owners are responsible to maintain and replace the balcony, patio and screen enclosures. This includes the railing and framing system for the enclosures. Any framing or screen material that the owner replaces must match the aesthetic of the design of the balcony, patio or enclosure as originally built.

F. Town Home and Manor Home Owners may not paint the exterior portion of the building containing the home or lot, window frames or exterior doors. However, if the owner is installing any fixture, door, window, gutter, satellite dish or any other improvement that may affect the exterior of the property, then the Town Home and Manor Home Owner shall be responsible to restore the exterior paint to the condition as it existed prior to the installation. Contact management to obtain the specifications of the paint for touch-ups and repairs.

G. The Association maintains the driveways for Town and Manor Homes. If the Association incurs any expenses to repair or maintain a driveway as a result of an owner's negligence or excessive wear and tear, then the Association may assess the owner to reimburse the Association for its reasonable repair or maintenance expenses. An example of such negligence includes operating a vehicle that has stained the driveway, and the stain cannot be removed with a power washer.

H. A charcoal / gas grill may be used on the driveway, provided that it is equipped with a lid and the lid remains closed while the grill is in use. Grills must be at least ten (10) feet from the home and the neighboring lot property line. Grills must be stored in the garage when not in use. No grills may be used or stored on the patios or balconies. Should the use of grills result in an increased insurance premium, the Association reserves the right to prohibit them. Firepits, tiki torches and smokers may not be used.

I. Portable basketball hoops must be professionally manufactured and mounted on a pole, with a moveable base so they can be stored in the garage when not in use. Basketball hoops may not be placed in the street or sidewalks at any time.

J. No swing sets, trampolines or sports equipment (other than a basketball hoop which can be properly stored in the garage) may be used or stored anywhere on the exterior of the lot.

K. No string lights may be hung on the exterior portion of any home or lot. This prohibition includes the balcony, patio and porch.

L. Town and Manor Home Owners must maintain casualty and liability insurance, covering all portions of the home and lot. The policy must reflect the association as an additional insured. It should read: Bexley Park Master Association, Inc. c/o Brock Property Management, Inc., PO Box 770850, Coral Springs, FL 33077. The owners shall provide proof of compliance with this obligation once each year, when the policy renews.

Section 9: Leasing of Homes

A. Any Owner wishing to rent their home must first obtain Association approval prior to lease commencement.

B. The Owner or tenant shall submit an application to lease the home, along with an application fee equal to \$250.00 per occupant over eighteen (18) years old, to cover the Association's administrative costs to obtain a criminal background check, credit check and screening report for all adult occupants, regardless of whether they are a party to the lease.

C. An Owner wishing to lease their home must give the Association a security deposit equal to one month's rent. The security deposit shall not be kept in an interest-bearing account and may be commingled with the Association's operating funds. In the event the tenant causes any damage to the common areas, the security deposit may be used by the Association to reimburse the Association to repair the damage. The security deposit may also be disbursed to the Association to reimburse the Association for any legal fees incurred by the Association to compel the tenant's compliance with the governing documents. Upon lease termination, the security deposit shall be disbursed to the Owner.

D. A leasing application can be obtained from management. The application is not deemed complete until all information requested by the Association is submitted, along with the required application fees and leasing deposit described in Paragraph 2. The lease must be in writing and must provide that the prospective tenant agrees to be bound by the Bexley Park governing documents (declaration, articles, bylaws, rules and regulations). The lease must also state that the Association has the right to terminate the lease if a tenant fails to abide by the governing documents.

E. No homes may be leased within the first year after the purchase or transfer of title. This restriction shall not apply in the event that an owner acquires title via inheritance or probate.

F. No lease shall be for a term of less than twelve (12) months.

G. The Association must approve all lease renewals. The Owner must give the Association notice of their intention to renew a lease at least thirty (30) days before renewal. The Association may deny a renewal request if the tenants have failed to abide by the governing documents.

H. All tenants, guests and visitors are bound by the Association's governing documents. Owners are responsible for making sure that tenants are given copies of the governing documents. Tenants that fail to abide by the governing documents may be evicted or ejected from the Lot, along with the other remedies provided by Florida law.

I. No short-term leases, daily rentals (AirBnb or similar), partial rentals (renting rooms) or subleases are allowed.

J. The following conditions will result in denial of a leasing application, and the Association shall have no obligation to propose a substitute tenant:

1. Any proposed occupant has been convicted of a crime of violence within the last seven (7) years;
2. A court has determined that any proposed occupant failed to abide by the rules and regulations, covenants or laws that govern the occupant's prior residence;
3. If a party to the lease, the applicant has filed bankruptcy within the last seven (7) years;
4. If a party to the lease, the applicant has been evicted within the last seven (7) years for non-payment of rent;
5. If a party to the lease, the applicant has a credit score less than 650;
6. The applicant has been untruthful in the application.
7. The proposed tenancy would violate any provision of the governing documents.

Section 10: General Regulations

A. No vending, peddling or soliciting is permitted in the Community. An exception to this rule is made for children of Residents requesting sponsorship for any academic activity, extracurricular activity or school-related activity.

B. No pressure washing, sawing, construction or other noisy activity may occur before 8:00 am or after 6:00 pm.

C. Owners, tenants, guests and visitors may not engage in any trade, business or commercial enterprise from any home located within the Community which brings clients or customers into the Community or results in increased traffic. Homes are for residential use only.

D. No littering, soiling, defacement, theft or vandalism of Common Area property or private property is permissible by any Resident, guest, visitor, servant or contractor.

E. All personal property (with the exception of automobiles) must be stored within the Lot and may not be visible from a Common Area or other private lot.

F. No temporary buildings, accessory buildings, out buildings, tents, shacks. or storage buildings shall be permitted without the express prior authorization of the Board.

G. Due to security and privacy issues, drones may not be operated on private Lots or Common Area for recreational purposes. Professional photographers or other licensed contractors may operate drones for the purpose of marketing a Lot for sale or maintenance of a Lot or Common Area with prior written approval by the Board of Directors. Drone operators must furnish insurance and licensing information as may be required by the Board of Directors.

H. No hazardous material or substances may be dumped into the lakes or drainage systems.

Section 11: Violations and Enforcement

A. Residents that fail to abide by the founding documents or these Rules and Regulations will be in violation and a violation letter may be issued to the Resident. The violation letter may suspend the Owner's access to the amenities or may impose a fine not to exceed \$50.00 per day for the first violation and \$100.00 per day for the second violation.

B. If a suspension or fine is imposed, the Owner shall be given at least fourteen (14) days' written notice of the date and time of the Compliance Committee hearing, where the Owner shall have the ability to present evidence why the suspension or fine should not be imposed. The Compliance Committee hearing shall be held no later than ninety (90) days after the Notice of Violation and Intent to Impose Fine. No fine or suspension shall be imposed if the owner corrects the violation before the Compliance Committee hearing. Owners may attend via telephone or videoconferencing system. Within seven (7) days following the Compliance Committee meeting, the Owner shall receive notice of the Compliance Committee's decision. The Owner shall pay the fine within thirty (30) days after the notice of the imposition of the fine.

C. Violation letters shall identify the reason for the violation and may be sent to an Owner, tenant or both via US Mail, e-mail, hand-delivered or posted at the residence. If a violation is caused by a tenant, the Owner shall be notified of the violation, as well.

D. All violations must be corrected within the time frame set forth in the violation letter or notice. If a violation is not corrected, then the Association may exercise all legal options, including the right to perform any corrective work to remedy the violation, and assess the Owner for all expenses incurred by the Association in correcting the violation. The Association may also refer the violation to legal counsel. All legal fees expended by the Association to obtain compliance with these rules (including fees generated prior to filing any action) shall be chargeable to the Owner, tenant or guest in violation.

E. Residents requiring an extension of time to comply with a violation notice should contact the Association in writing to request an extension. The request for extension should state the reason the extension is needed, and the amount of time needed to comply (or estimated completion date). Upon receipt of the request, the Association will advise the Resident whether the request has been approved. Oral approvals may not be given by Board members or the Property Manager. Approvals for extensions must be in writing.

Section 12: Records Requests

A. The official records available for inspection and copying are those designated by Sec. 720.303, Florida Statutes. The law provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, records to be inspected and manner of inspections.

B. An Owner desiring to inspect the Association's official records shall submit a written request via certified mail to the Property Manager. The request must specify the particular records sought for inspection, including the pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the specific records requested. The inspection or copying of records shall be limited to those records specifically requested.

C. The Association shall respond to only one (1) written request per Lot in any given thirty (30) day period. An Owner may not request the same document more than once within a six (6) month period.

D. Inspection times shall be made only by appointment with the Association during customary business hours exclusive of Federal, State and Local holidays, and pursuant to paragraph C above.

E. The Association shall charge an owner \$20.00 per hour to respond to a records inspection request if the request seeks more than 25 pages and the request requires more than half an hour to gather the records for inspection. This fee will be invoiced to the owner and must be paid in advance for the inspection to proceed.

Section 13: Meetings

A. With the exception of meetings to discuss matters in litigation or to discuss personnel matters, meetings of the Board of Directors, committees and membership meetings are open to all Lot Owners / members of the Association. Non-owners are not permitted to attend meetings.

B. Robert's Rules of Order shall be invoked and operative at every Board, committee or membership meeting.

C. An Owner wishing to speak at a meeting must identify the agenda item they wish to address and limit their speaking time to three (3) minutes. The Board or committee chair may choose to address or respond to the Owner's comment or question, but is not obligated to do so.

D. An Owner may record any Board, committee or membership meeting, subject to the following restrictions:

1. Audio and video equipment and devices must not produce distracting sound or light emissions;
2. Audio and video equipment shall be assembled and placed in position before the start of the meeting;
3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording;
4. Advance notice shall be given to the Board by any Owner desiring to utilize any audio or video equipment. The owner must announce at the start of a meeting that he / she is recording it.
5. Only the Board, committee members or owners that are speaking in a meeting should be recorded. Owners that are merely observing the meeting should not be recorded without their explicit consent.

Section 14: Assessments and Collections

A. The Board shall establish an annual budget to fund the regular operational costs of the Association, including all funds necessary to pay the common expenses and maintain the amenities. The Board shall provide written notice to Owners of their proportionate share of the Association's anticipated annual operating cost.

B. Monthly maintenance payments are due on the 1st of each month. Monthly maintenance payments not received on the first day of each month shall be late. Any balance that remains unpaid more than ten (10) days after the due date shall bear

interest at eighteen percent (18%) per annum and a \$25.00 late fee shall be added to the ledger for each missed installment.

C. The Association or its authorized agent shall charge \$250.00 for the preparation and delivery of an estoppel certificate, if, on the date the certificate is issued, no delinquent amounts are owed to the Association for the Lot. If an estoppel certificate is requested on an expedited basis and delivered within three (3) business days after the request, the Association may charge an additional fee of \$100.00. If an account is delinquent, an additional \$150.00 fee for the estoppel certificate will be charged.