



REC
5/1/2000

CLARIFICATION, INTERPRETATION AND AMENDMENTS TO THE ASSOCIATION'S RULES AND REGULATIONS

Within the Grand Isles Homeowner's Association *Declaration of Restrictive Covenants* are numerous rules, regulation, restrictions, and requirements that we as homeowners must adhere to. It should be noted, that each Owner by acceptance of title to a Home Site agrees to be subject to the Declarations and the provisions thereof. The provision of the Declaration are equitable servitude's and run with the land.^{IV.1} The Declaration includes Rules, Regulations, Use Limitations, and Restrictions which are the governing Articles of the Community. However, as with any document many of the items are ambiguous and issues may arise with time that the Declaration does not address. It is the intent of this paper to repeat, clarify, interpolate, and augment these rules. The Rules and Regulation are implemented to provide a minimum standard of conduct, maintenance, or other activity for the community with respect to its use, operation of, and enjoyment of all or portion thereof, while considering the community as a whole.

Many of the rules herein are a clarification or interpretation of those within the Covenant, others are from Ordinances as adopted by the Village of Wellington, and still others are additional rules as recommended by the Rules and Regulation Committee and adopted by the Board of Directors. As per the Covenants^{VII.26} the Association, through the Board of Directors, shall have the right to promulgate and impose rules and thereafter modify, alter, amend, implement, clarify, rescind and augment any of these Rules and Regulations or any of the same with respect to the use, operation and enjoyment of all or a portion of the Community, the Common Area, and any improvements located thereon (including but not limited to the establishing of fees for their use and establishing hours and manner of operation).

RULE NUMBER ONE

NO MATERIAL ALTERATION, ADDITION, OR MODIFICATION TO A HOME SITE OR HOME, OR MATERIAL CHANGE IN THE APPEARANCE THEREOF, SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL THEREOF BEING FIRST HAD AND OBTAINED FROM THE ASSOCIATION.^{VII.8}

RULE NUMBER TWO

THE RECORDED OWNER(S) OF THE HOME IS RESPONSIBLE FOR THE OBSERVANCE OF THE ASSOCIATION'S RULES, REGULATIONS, AND RESTRICTIONS BY THEMSELVES, THEIR CHILDREN, ANIMALS, TENANTS, AND GUESTS, AS PROVIDED WITHIN THE DECLARATION AND AS ISSUED BY THE ASSOCIATION.

RULE NUMBER THREE

ANY VIOLATION OF THE ASSOCIATION RULES, REGULATIONS, OR RESTRICTIONS BY THE OWNER, THEIR CHILDREN, ANIMALS, TENANTS, AND/OR GUESTS AS PROVIDED WITHIN THE DECLARATION AND/OR AS ISSUED BY THE ASSOCIATION WILL BE THE RESPONSIBILITY OF THE RECORDED OWNER(S).

RULE NUMBER FOUR

THE ASSOCIATION MAY RESTRICT OR SUSPEND THE USE OF ALL OR PORTIONS OF THE COMMON AREA TO ALL OR A PORTION OF OWNERS, ITS FAMILY, GUESTS, TENANTS, ETC. FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST AN OWNER REMAINS UNPAID OR FOR ANY INFRACTION OF THE RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON AREAS.

HOME SITE APPEARANCE AND MAINTENANCE

No signs, flags, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of a Home Site or Home that is visible from the outside **without prior written approval thereof being first had and obtained from the Association.**

1. No brokerage or For Sale / For Lease signs shall be allowed.
 - 1.1. No sign may be attached to Home or trees or place in any window within a Home.
2. Any hurricane or other protective devices visible from outside a home shall be of a type and color approved by the Association.
 - 2.1. **Prior written approval thereof being first had and obtained from the Association.**
 - 2.2. Color shall match or be similar to the mounting surface of the device.
 - 2.3. Acceptable hurricane protective devices type:
 - 2.3.1. Removable Storm Panels;
 - 2.3.2. Accordion shutters.
 - 2.3.3. Roll Shutters.
 - 2.4. Protective devices shall be removed or opened not more than two (2) weeks after the event for which their installation or closure was warranted.
3. No window air conditioning units may be installed in any window of a home.
4. No exterior visible antennae, aerials for any purpose, satellite dishes, or other similar equipment shall be placed on any Home Site **without prior written approval thereof being first had and obtained from the Association.**
 - 4.1. Satellite dishes of less than twenty-four (24) inches in diameter or smaller may be placed on the outside the home upon approval being obtained from the Association.
 - 4.2. No more than one (1) satellite dish may be placed on a Home or Home Sites.
 - 4.3. Location of the satellite dish is subject to the approval of the Association.
5. No solar collection devices visible from the exterior of the home shall be permitted **without prior written approval thereof being first had and obtained from the Association.**
 - 5.1. Said solar collection devices shall not be visible from the street.
 - 5.2. Said solar collection devices shall be of a color and size to make them as unobtrusive as possible.
 - 5.3. Individual panels shall not exceed eight (8) square feet in area, and the total area of all panels on a Home Site shall not exceed one-hundred (100) square feet.
6. Decorative banners are limited to one (1) per Home with prior written approval having been first obtained from the Association.
 - 6.1. Banners should be of a festive nature relative to the season or holiday and shall not contain any graphics or words deemed to be of an offensive, violent, drug, sex, or strong religious nature. Determination of whether the graphics or words on the banner are of an offensive, violent, drug, sex, or strong religious nature is at the sole discretion of the Board.
 - 6.2. Display of professional or collegiate sports banners shall be limited to one (1) day prior and one (1) day after game day, with not more than three (3) consecutive days in any seven (7) day period,
7. No flagpole in excess of ten (10) feet in height is permitted.
 - 7.1.1. Only American flags are permitted to be displayed on such flagpoles.
8. No drapery and/or window treatment that is visible from outside a Home shall consist of sheets, or metallic foil or material.
 - 8.1. Solar films may be installed on the inside of windows if non-metallic in nature.
9. Pools, Spas, and Hot Tubs
 - 9.1. All pools, spas, hot tubs, and appurtenances installed shall require prior written approval thereof being first had and obtained from the Association.
 - 9.2. No above ground pools shall be permitted. No above ground spas, or hot tubs shall be permitted **without prior written approval thereof being first had and obtained from the Association.**

- 9.3. Location and architectural aesthetics shall be considered in the size, type, and location of the pool, spa, or hot tub.
- 9.4. Safety fencing must be included with the pool, spa, or hot tub in accordance with the local building code for pools and/or homeowner-installed pools of water. The fencing must be maintained in first class condition, free of mold, mildew, and stains.
- 9.5. The pool, spa, and/or hot tub must have a current and authorized building permit prior to construction beginning, and an certificate of occupation permit prior to use obtained from the appropriate governing authorities. A copy of said permits/certificates must be provided to the Association.
10. All exterior lighting shall require prior written approval thereof being first had and obtained from the Association.
 - 10.1. Seasonal lighting associated with a generally recognized holiday (i.e. Christmas, Halloween) shall not require approval provided:
 - 10.1.1. Lighting is in good taste and of a non-offensive nature.
 - 10.1.2. Lighting décor is in the nature of the holiday.
 - 10.1.3. No lighting is installed more than four (4) weeks prior to the holiday date, and shall be removed within ten (10) days after the holiday date.
11. All lawns, landscaping, and sprinkler systems and any property, structures, improvements, and appurtenances shall be well maintained and kept in first class, safe, clean, neat, and attractive condition.
12. Homeowners shall maintain their Home Site and adjoining property to the edge of adjoining paved roadway, including swales and other easements adjoining the Home Site.
13. Home Site
 - 13.1. Outdoor drying of clothes, pool towels, swim suits, or articles of clothing which is visible from outside the Home shall be prohibited on any Home Site, including drying on fences or railings.¹
 - 13.2. No clotheslines, rugs, mops, or laundry of any kind, or other similar type article, shall be shaken, hung, or exposed so as to be visible from outside the Home.
 - 13.3. Household items, including brooms, mops, lawn and garden maintenance equipment, and toys, shall not be left unattended on any portion of a home site for periods in excess of one (1) week.¹
 - 13.4. All personal property of residents, except usual patio furniture, shall be stored within the Home.
 - 13.4.1. No personal property may be stored on, nor any use made of, the Common Area, Home Site, or Home which is unsightly or which interferes with the comfort and convenience of others.
 - 13.5. All landscaped areas, trees, and shrubs shall be maintained in a neat and healthy condition free of discolored, diseased, dead, or bare areas.¹
 - 13.5.1. Dead and discolored palm fronz shall be removed.
 - 13.5.2. Proper nutrients shall be provided for trees, shrubs, lawn, and other landscaping to encourage healthy plants, and minimize yellowing or discoloration of the leaves.
 - 13.6. The landscaped areas shall be maintained in a manner consistent with the site plan or landscape plan approved for the Home Site.¹
 - 13.7. No vegetation is permitted which creates a danger to public health, safety or welfare.¹
 - 13.7.1. The vegetation must not create a fire hazard.
 - 13.7.2. Vegetation shall not provide a nesting, breeding or feeding area for sand flies, mosquitoes, rodents, snakes, other species of pests and vermin, or disease-bearing organisms.
 - 13.7.3. Vegetation or landscaping shall not impair the vision of motorists or bicyclists or impede the passage of pedestrians.
 - 13.7.4. Vegetation or landscaping which adversely affects the aesthetic appearance of the property or adjacent properties is prohibited.

- 13.8. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home Site.
- 13.9. Grass in the lawn or other landscaped areas shall not exceed six (6) inches in height.¹
 - 13.9.1. Ornamental grasses placed and maintained as part of the approved landscaping plan, may exceed the above height requirement. The ornamental grass must be trimmed on an annual basis in a manner suitable to the species.
- 13.10. Roofs and/or exterior surfaces and/or pavement, including but not limited to, walks and drives, which are stained, mildewed, dirty, or discolored in any way shall be pressure cleaned within thirty (30) days of notice by the Association.
- 13.11. Homes with faded, aged, stained, peeling, or discolored paint shall be repainted within forty-five (45) days of notice by the Association.
- 13.12. Garage doors shall be kept closed at all times, except:
 - 13.12.1. The resident is actively within the garage or driveway.
 - 13.12.2. Performing landscaping activities requiring frequent access to the garage.
- 13.13. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the drainage of the Community.
- 13.14. Zero Lot Line Homes:
 - 13.14.1. Maintenance of a Zero Lot Line Home shall be the responsibility of the Owner of the Zero Lot Line Wall.
 - 13.14.1.1. The Owner shall have a two (2) foot wide easement over the adjoining Home Site for ingress and egress to the Zero Lot Line Wall for the purpose of maintenance of the wall.
 - 13.14.1.2. No improvements of any kind shall be constructed within this easement that would block access to the Zero Lot Line Wall.

14. Trash

- 14.1. All solid waste shall be stored in garbage cans or appropriate recycling containers, which shall be maintained in a sanitary manner.¹
 - 14.1.1. All such garbage cans and recycling containers shall be kept indoors or in an approved portion of the side or rear yard that is screened from view by walls, fences, or hedges.¹
- 14.2. Garbage cans and other trash or recycling containers may be placed at the curb no earlier than 6:00 PM on the day prior to scheduled pick up and removed from the curb no later than 11:00 PM on the day of pick up.¹
- 14.3. No litter shall be allowed to accumulate or be thrown on the home site, common area, or street.¹
- 14.4. No solid or liquid waste, litter, or other materials may be discharged into/onto or thrown into/onto lake or other body of water or the banks thereof.
- 14.5. Outside burning of trash, garbage, refuse, wood, leaves, or other materials is prohibited.

15. Exterior appearance - Home

- 15.1. All roofs, walls, trim, soffits, fascia, fences, screens, driveways, sidewalks, patios, swimming pool enclosures, etc. shall be maintained free of debris, stains, molds, discoloration, or deterioration and in good repair and free of defects.¹
- 15.2. Irrigation system shall be maintained in such a manner so as to cause no stains on Homes, structures, sidewalks, driveways, or pave areas.
- 15.3. The color of the Home and/or appurtenances may not be changed without prior written approval being obtained from the Association.

SPORTS EQUIPMENT:

1. **Portable basketball backboards and hoops**
 - 1.1. Portable basketball backboards and hoops are permitted in the front yards provided that they are removed and stored indoors and out of site when not in use.¹
 - 1.2. Portable basketball backboards and hoops shall not be located on or within ten (10) feet of any street, or ten (10) feet of any sidewalk.
 - 1.3. Not in use shall be defined as when no activity directly related to the intended use of the portable basketball backboards and hoops is intended or exhibited for a period exceeding two (2) weeks.
 - 1.4. Portable basketball backboards and hoops shall be removed and stored indoors when a hurricane or strong wind watch exists for the area.
2. **Street Hockey and Similar Equipment**
 - 2.1. Street Hockey and/or other sports equipment shall not be placed, kept, or used in the street, on sidewalks, or in parking lots.
 - 2.2. Street Hockey may not be played on tennis or basketball courts.

BEACH CLUB

The use of the Beach Club and its related facilities is a privilege granted to the residents of Grand Isles and their guests. The Club and facilities are for the enjoyment of all, and is not to be restricted to use by any one resident or group of residents, **unless prior written authorization is obtained from the Association.**

1. Hours of Operation/Use
 - 1.1. Beach Club and Exercise Room: 7:00 am to 11:00 PM
 - 1.2. Pool: 7:00 am to 10:00 PM.
 - 1.3. Tennis, Basketball, and Volleyball Courts: 7:00 am to 10:00 PM.
 - 1.4. Children's Play Area: 8:00 am to Dusk
 - 1.5. **No children under the age of eighteen (18) shall be allowed to use or be within or about the facilities after 9:00pm, unless accompanied by an adult.**
2. General Rules:
 - 2.1. Use of the Beach Club and its facilities is at the users own risk.
 - 2.2. Use of the Beach Club is a privilege for the homeowners, children, guests, and tenants of Grand Isles.
 - 2.2.1. Abuse of or violation of the Beach Club Rules and Regulations may result in suspension of these privileges.
 - 2.2.2. The access key/pass are non-transferable, and use of by unauthorized users will result in their confiscation.
 - 2.3. Use of the facilities is on a first come basis, **unless prior written reservations for specific activities have been made with the Association.**
 - 2.4. **Smoking is prohibited** within the Club House, about the pool, or about the Children's Play area except in areas designated and provided for such a purpose.
 - 2.5. No animals are permitted in the Club House, about the pool, the tennis courts, or in the Children's Play area.
 - 2.6. No children under the age of sixteen (16) shall be permitted in the Club House, pool, or Children's Play area without being accompanied and under the direct supervision of an adult.
 - 2.6.1. Direct supervision shall be herein defined as being in control of, in observance of, and in the immediate vicinity of the child.
 - 2.7. Changing of toddler and/or infant's diapers is allowed only in the provided restrooms.
 - 2.8. Club House doors and the gates about the facilities shall remain closed at all times. Propping open of doors or gates or any other locking device is prohibited at all times.
 - 2.9. Bicycles shall be placed in the provided stand. Bicycles, stroller, etc. shall not block sidewalks, doors, gates, or in any other way obstruct the access to or use of the facilities.

GRAND ISLES HOMEOWNERS ASSOCIATION

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- 2.10. Residents are responsible for cleaning up any trash, refuse, etc. that is a result of their use of the facilities.
- 2.11. No skateboards, roller blades, roller skates, or bicycles shall be permitted in the Club House, on the basketball, volleyball or tennis courts, or about the pools.
- 2.12. Notices, flyers, announcements, etc. will be permitted to be posted only on the provided bulletin board.
 - 2.12.1. Postings shall be on a first come basis.
 - 2.12.2. All postings shall be limited to a period of not more than thirty (30) days.
 - 2.12.3. All postings shall be marked with their day of posting.
 - 2.12.4. No postings shall obscure or block postings by others.
 - 2.12.5. No posting shall include religious, political, sexual, or otherwise be of a generally acknowledge offensive or violent nature.
3. Pool
 - 3.1. Proper swim attire must be worn at all times.
 - 3.2. No jeans, tee shirts, shoes, etc. shall be worn in the pool.
 - 3.3. The use of toddler pool is limited to children under the age of five (5) and their accompanying parent(s) or adult.
 - 3.4. No diving or flipping into the pool is permitted.
 - 3.5. No loud music is permitted.
 - 3.6. No diapers are allowed within the pool or toddler pool.
 - 3.7. Tables and chairs are not to be relocated from their position as established by the Association.
 - 3.8. Tables, chairs, and lounges are on a first come first serves use. No saving of such is allowed.
 - 3.9. Bathers shall shower prior to entering the pool.
 - 3.10. No group lessons will be permitted **unless prior written permission has been obtained from the Association.** A group shall be defined as consisting of four (4) or more students.
 - 3.11. All children and adults using the Kids' Play area shall shower to remove all sand prior to entering the pool area, pool, or Club House.
4. Basketball, Tennis, and Volleyball Courts
 - 4.1. Basketball, Tennis, and Volleyball Courts shall be used only for their intended use.
 - 4.2. Play time shall be limited to one (1) hour if others are waiting for the facilities.
 - 4.3. Climbing on posts, nets, or other portions of the facilities is not permitted.
 - 4.4. No group lessons will be permitted **unless prior written permission has been obtained from the Association.** A group shall be defined as consisting of three (3) or more students.
 - 4.5. No organized competitions or events will be permitted **unless prior written permission has been obtained from the Association.**
 - 4.6. Use of skateboards, roller blades, skates, or bicycles on the courts are prohibited.
5. Club House
 - 5.1. No activities within the Club House shall restrict or hinder the enjoyment by others of the facilities.
 - 5.2. The sound volume on the television shall be kept to a level for enjoyment within the immediate viewing area of the television, without causing a disturbance to others within the Club House.
 - 5.3. Lockers and showers are for the temporary use of residents who are currently using the pool, exercise room, tennis, basketball, or volleyball facilities.
 - 5.3.1. Overnight storage of personal property is not permitted.
6. Guests: All guests of residents must be accompanied by the resident.
7. Exercise Room
 - 7.1. No children under the age of twelve (12) shall be allowed in the exercise room.
 - 7.2. Children twelve (12) to sixteen (16) shall be accompanied by and under the direct assistance/supervision of an adult.
8. Kids Play Room
9. Parties, Organization Meetings, and other Group Gatherings

- 9.1. No parties, organization meetings, or other group gatherings shall be permitted without the **prior written authorization is obtained from the Association.**
- 9.2. Approved and authorized parties or gatherings shall comply with the Association requirements as outlined in the *Rules And Regulations for Parties, Meetings, or Other Group Gatherings within a Portion of the Common Areas.*
10. Children's Play Area
 - 10.1. Play area shall only be used by children under the age of twelve (12) and their accompany parent or adult.
 - 10.2. Throwing of sand is not permitted.
11. Food and Drink
 - 11.1. No glass bottles, containers, or other items shall be allowed.
 - 11.2. No alcoholic beverages of any kind are permitted to be consumed within the Club House, about the pool area, tennis courts, basketball courts, volleyball court, children's play area, nor about the facilities.
 - 11.3. No food or beverages shall be consumed about the pool, except at provided tables or chairs.
 - 11.4. No food or beverages, except for water and sport drinks, shall be consumed or allowed in the exercise room.
 - 11.5. No food or beverages shall be allowed in the Kid's Playroom.

CARMEL POOL

1. The pool and its facilities are restricted to use by residents and guests of the Carmel area of the Community.
2. Applicable Rules and Regulations as stated for the Beach Club, including but not limited to Hours of Operation, General Rules, Pool use, Parties, and Food and Drink shall apply to the Carmel Pool and its facilities.

ANIMALS

1. No animal of any kind shall be kept within the Community, except for normal fish tanks and/or up to two (2) domestic pets (i.e. dogs and cats) which may be kept harbored in a Home or on a Home Site so long as such pet(s) do not constitute a nuisance.
2. No animals of any kind shall be raised, bred, or trained within the Community.
3. All domestic pets shall be registered with the Association.
4. No animal shall create a nuisance.
 - 4.1. The determination that an animal kept or harbored in a Home or on a Home Site constitutes a nuisance will be by the Board and shall be conclusive and binding on all parties.
 - 4.2. When the Board gives notice of removal, the animal shall be removed from the Community within seventy-two (72) hours of giving of the notice.
5. All animals shall be kept only in the Home or within a **fenced** yard area.
 - 5.1. The animal shall not be **tyed out** on the Home Site, or in the Common Area.
 - 5.2. The animal shall not be left unattended in a yard, or on a balcony, porch, or patio.
 - 5.3. No animal runs or enclosures shall be permitted on any Home Site, except:
 - 5.3.1. Where screened from view, and
 - 5.3.2. Approved by the Association, and
 - 5.3.3. Does not create a nuisance.
6. No animal shall be permitted outside a Home Site except on a leash.
 - 6.1. Leash shall be no longer than six (6) feet.
 - 6.2. No animal shall be allowed to defecate and/or urinate on a Home Site other than of the animal's Owner.

- 6.3. No animal shall be allowed to defecate and/or urinate on the street, sidewalks, or other paved surfaces, swales, or other easements, nor on or about the Beach Club and it facilities, nor on or about the Carmel pool or it facilities.
- 6.4. The Owner or person walking the animal shall clean up and remove **ALL** matter created by the animal.
7. The Owner of any animal shall be responsible for **all** activities and acts of the animal.
8. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained above provided the animal is for and being used for assisting a visually impaired resident of the Community.

HOME LEASES/RENTALS OR OCCUPATION BY NON-OWNER

1. Home may be rented to a non-Owner provided that:
 - 1.1. The home is rented in its entirety to only one party.
 - 1.1.1.No individual room or portion of the home may be rented.
 - 1.2. No short term or transient tenants less than one-hundred twenty (120) days shall be accommodated in the home.
 - 1.3. No home shall be subjected to more than one (1) lease in any twelve (12) month period, regardless of rental term.
 - 1.4. Rental agreement shall be in writing and a copy provided to the Association.
 - 1.5. The leasee shall receive a copy of the Declaration and related documents.
2. The Owner(s) of a rental Home shall have been deemed to have delegated its right of use and enjoyment of the Common Areas to the occupants or leasee's of that Owner's Home.
 - 2.1. Such delegation or lease shall not relieve any Owner from its responsibilities and obligations herein or as provided within the Declaration.

COMMON AREAS

The Common Areas shall be used and enjoyed by the Owners of the Community on a non-exclusive basis in common with other persons of the Community and Association entitled to use those portions of the Common Area, except for those areas designated as exclusive common areas.

1. The Association shall operate and administrate the Common Area for the use and benefit of the Owners, except:
 - 1.1. At Home Sites that adjoin water bodies, the homeowner shall maintain to the edge of the adjacent lake, canal, or other water bodies as such edge may change from time to time by virtue of changes in water level.
 - 1.2. Homeowners shall maintain their Home Site and adjoining property to the edge of adjoining paved roadway, including drainage areas and swales.
2. Lakes
 - 2.1. Lakes and/or other water bodies easements that are adjoining and contiguous to a Home Site shall be the responsibility of and for the limited/exclusive use of the Owner of the Home Site.
 - 2.2. Fishing on lakes is permitted provided that:
 - 2.2.1.Appropriate state fishing licenses have been obtained and are current.
 - 2.2.2.All fishing shall be on a catch and release basis.
 - 2.2.3.Stocking or introducing of any fish or other aquatic species is not permitted.
 - 2.2.4.Note that the lake(s) adjoining lake front Home Sites is considered a limited use Common Area exclusively for the use of the adjoining Homeowner and their guests.
 - 2.3. Boating on lakes is permitted provided that:
 - 2.3.1.No mechanically powered boats (gas, electric, or other) shall be permitted.
 - 2.3.2.Boat does not exceed sixteen (16) feet in length.

- 2.3.3. Proper and prudent safety equipment is on board the boat.
- 2.4. Swimming or wading in the lakes is prohibited.
- 3. Wetland preservation, Mitigation, Upland Buffers, and Littoral Zones
 - 3.1. Maintenance of such areas is the responsibility of the Association.
 - 3.2. Such areas shall not be altered in any way from their natural state.
 - 3.3. The following activities are specifically prohibited:
 - 3.3.1. Construction or placing of buildings on or about the ground;
 - 3.3.2. Dumping or placing soil, trash, or other substances;
 - 3.3.3. Removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic vegetation;
 - 3.3.4. Excavation, dredging, or removal of soil material;
 - 3.3.5. Diking or fencing
 - 3.3.6. Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation;
 - 3.3.7. The planting of any trees or other vegetation in any littoral zone;
 - 3.3.8. Any other activity that would diminish or destroy the natural state of such areas.
- 4. Streets
 - 4.1. Use of streets shall be limited to their intended use.
 - 4.2. Vehicle speeds in excess of the posted maximum speed limit are prohibited.
 - 4.3. Parking on streets shall be kept to a minimum.

SERVANTS

Servants and/or domestic help of any resident shall not gather or lounge in or about the Common Area.

OUTDOORS COOKING

Cooking is not allowed on the Common Areas, except in areas specifically designed and designated for such purpose by the Association.

UNOCCUPIED HOMES

- 1. Homes that will be unoccupied for an extended period shall be prepared prior to the departure of the Residents by:
 - 1.1. Notifying the Association
 - 1.2. Removing all removable furniture, plants, and other objects from outside the Home
 - 1.3. Designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention.
 - 1.3.1. The Association shall be provided with the name and phone number of the firm or individual.
 - 1.3.2. Such firm or individual shall contact the Association for permission to install or remove approved shutters or enclosures.
- 2. The Association shall have no responsibility or liability of any nature relating to any unoccupied Home.

COMMERCIAL ACTIVITY

Except for normal construction activity and the sale or re-sale of Home and Home Sites, **NO** commercial or business activity shall be conducted in any Home, on any Home Site, or within the Community **without prior written approval thereof being first had and obtained from the Association.**

- 1. No Owner or Resident may actively engage in any solicitations for commercial purposes within the Community.

2. No solicitors of a commercial or political nature shall be allowed within the Community **without prior written approval thereof being first had and obtained from the Association.**
3. No Garage or Yard sales are permitted within the Community.
4. Home base businesses are permitted subject to the laws and requirements of the Village of Wellington and Palm Beach County, **with prior written approval thereof being first had and obtained from the Association,** and the following:
 - 4.1. No signs, banners, logos, or other evidence of such business is visible from the exterior of the home.
 - 4.2. No increases in traffic or deliveries are evident.
 - 4.3. No clients call at the Home.

MOTOR VEHICLES AND PARKING

Motor Vehicles as used herein shall include but are not limited to: Boats, trailers, commercial vehicles, recreational vehicle, sport vehicle, automobiles, pickups, and similar vehicles.

PARKING AND STORAGE:

1. The Owner and/or resident's vehicles shall be parked in the garage or driveway of the Owner or resident.
2. Automobiles, trucks, vans, or other vehicles with advertising or commercial logos shall be prohibited from parking in driveways, but may be parked in closed garages of a home.
 - 2.1. Except for official police, sheriff, or fire automobiles.
3. Automobiles, trucks rated one-half (½) ton or less, non-passenger vans, and similar vehicles, with or without commercial advertising or logos, used as the resident's regular and usual form of transportation, shall be parked in a closed garage.
 - 3.1. Such vehicles may be parked in the driveway of the resident for periods of less than four (4) hours in any twenty-four hour period, each such period commencing at the time of first stopping or parking.
 - 3.2. Such vehicles may be parked in the driveway of the resident for periods in excess of four (4) hour provided that the following conditions are met:
 - 3.2.1. It can be demonstrated that the vehicle will not fit within the closed garage of the home.
 - 3.2.2. Advertising or logo is of a minimal nature.
 - 3.2.3. A Community homeowner has filed no substantial written or verbal complaints regarding the vehicle or its advertising or logo.
 - 3.2.4. Written approval is obtained from the Association.
4. Trucks rated more than one-half (½) ton or non-passenger vans are not permitted to be parked in the Community unless present solely for the repair or construction of a residence.
5. The vehicles of guests, servants, or others shall park in the driveway or garage of the home.
 - 5.1. All non-resident vehicles shall display the appropriate *GUEST PASS* as issued by the Association.
6. It shall be prohibited to park a motor vehicle in any portion of a yard, swale, or landscaped area, except in the driveway, garage, or other paved surface.¹
7. It shall be prohibited to obstruct any sidewalk, entrance, passages, roadways, drainage facilities, or other common area.
8. Vehicles parked in or along a roadway shall:
 - 8.1. Park within twelve (12) inches of the curb or gutter.
 - 8.2. Park facing in the direction of traffic, on the right side of the roadway.
 - 8.3. Parking in medians is prohibited.
 - 8.4. Parking along the entrance/exit roads (Isles Way South, Isles Way, and Lake Isles Drive) is prohibited.
 - 8.5. Parking within fifteen (15) feet of a fire hydrant is prohibited.
 - 8.6. Parking within twenty (20) feet of an intersection is prohibited.

9. It shall be prohibited to park or store any vehicle on the street overnight, or for a period exceeding twelve (12) hours in any twenty-four hour period, each such period commencing at the time of first stopping or parking.
 - 9.1. One guest vehicle of a resident may park overnight or for a period in excess of twelve (12) hours, with a valid overnight guest parking pass, and provided the driveway of the resident being visited is occupied with other vehicles.
 - 9.2. Overnight guest parking shall not exceed seven (7) consecutive days, and no more than fourteen (14) days in any thirty (30) day period.
10. It shall be prohibited to park or store on any home site, street, or common area any inoperative, unlicensed, or unregistered vehicle.¹
 - 10.1. An inoperable vehicle is any vehicle that cannot be driven away without receiving some kind of repair or service, including the replacement of one or more tires, the replacement of battery, or repairs to any mechanical or electrical component.
 - 10.1.1. One vehicle that is inoperable may be parked within the closed garage of a home.
 - 10.2. One vehicle that is unregistered or unlicensed, but operable, may be kept completely within the home site garage.
11. It shall be prohibited to park a motor vehicle which is leaking oil or other fluids in any portion of a driveway, or other paved surface.
 - 11.1. Construction vehicles or equipment that are leaking oil or other fluids may be barred from entering the community.
12. It shall be prohibited to store outdoors (i) a boat; (ii) a boat trailer, with or without a boat mounted on it; (iii) a jet ski or other type of personal watercraft; (iv) a jet ski or personal watercraft trailer, with or without such craft mounted on it; (v) a recreational vehicle; (vi) a sports vehicle; (vii) a sports vehicle trailer, with or without a vehicle mounted on it; (viii) a utility trailer; or (ix) a horse trailer is not allowed.
 - 12.1.1. Such vehicles may be kept completely within the closed garage.
13. It shall be prohibited to display a vehicle for sale on any home site, street, or common area.
 - 13.1. Except that one vehicle of less than one-half (1/2) ton capacity may be parked in the residential driveway with one (1) "For Sale" sign place inside one of the vehicle's windows provided that such vehicle would otherwise be permitted
14. Commercial Vehicles, Recreational Vehicle, Sport Vehicle, Boats and Trailer
 - 14.1. No travel trailers, motor coaches, motor homes, mobile home, and any other trailer or vehicle not specifically described shall be parked in the Community at any time.
 - 14.2. No commercial vehicle, recreational vehicle, sport vehicle, boat or trailer may be parked, stored, or kept on any home site, driveway, street or other thoroughfare for any period exceeding one (1) hour in any twenty-four (24) hour period, each such period commencing at the time of first stopping or parking.¹
 - 14.3. All commercial vehicles shall display the appropriate *GUEST PASS* as issued by the Association.
15. Construction Vehicles: The general prohibition as set out above shall not apply to the temporary parking of construction vehicles on a home site, driveway, or street where construction is underway, for which a current and valid building permit has been issued by the Building Official and the building permit is displayed on the home site.¹
16. Delivery and Service Vehicles: The one (1) hour parking restriction set out above does not apply to the routine deliveries by tradesman, or the use of trucks making service calls, provided that such time in excess of one (1) hour is actually in the course of business deliveries or servicing.¹
 - 16.1. Delivery and Service Vehicles shall park on the driveway of the Home Site, and not in the roadway or swale.
17. Emergency Repairs: The general prohibition set out above shall not apply to a situation where a motor vehicle becomes disabled and, as a result of such emergency, is required to be parked for more than one

(1) hour. Any motor vehicle shall be removed within twenty-four (24) hours, regardless of the nature of the emergency.¹

18. The Homeowners Association and/or the Village of Wellington may grant a special exception to any one (1) vehicle which does not meet the requirements herein upon demonstration that the homeowner, family member, or tenant has a physical disability requiring a vehicle that can not meet the intent of this Section.¹

REPAIRS AND MAINTENANCE:

1. It shall be prohibited to perform mechanical or other repair work out of doors on a motor vehicle.¹
 - 1.1. This probation does not extend to minor maintenance or emergency repairs lasting no more than four (4) hours performed on a single-family lot on a vehicle owned by a resident of the lot.
 - 1.1.1. Examples of minor maintenance and emergency repairs are the exterior and interior cleaning of the vehicle, the replacement of spark plugs, adding of oil or other fluids, minor tune up, and the changing of tires.
 - 1.1.2. The changing of oil or other fluids is not allowed.

COMMUNITY ACCESS

1. All resident's vehicles shall be registered with the Association.
 - 1.1. Recording of such vehicles shall require proof of ownership, including state registration, insurance, and responsible driver.
2. All resident's vehicles shall display a current resident decal in the front left lower window of the vehicle.
3. Guests will not be allowed into the Community without either written or verbal authorization of the Owner or resident.
 - 3.1. All guests will be logged into the Community.
 - 3.2. All non-resident vehicles shall display the appropriate *GUEST PASS* as issued by the Association.
4. The Association may exclude or restrict the access of any non-resident at its sole discretion, with or without cause, with or without notice.
5. Owners and/or residents may provide a written listing of up to ten (10) authorized guests, regular service firms, and servants or other domestic help.
 - 5.1. Guest list shall include any limitations of guest access, such as days, times, etc.
 - 5.2. Guest list shall be valid for not longer than six (months).
6. Vehicles of residents or guests that are excessively loud or leaking fluids of any kind will not be permitted into the Community.

CONSTRUCTION

1. All construction within the Community shall be in accordance with the local governing building requirements.
2. No construction shall begin without prior written approval thereof being first had and obtained from the association.
3. Construction shall be completed within a time frame agreeable to the Association.
 - 3.1. If the construction period from beginning to completion is estimated to exceed sixty (60) days, such information shall be included with the request to the Association.
4. Construction activities shall be limited to the affected Home Site.
5. Storage, disposal of, dumping, etc. of construction equipment, material, trash, debris, etc on the Home Site or within the Community is prohibited.
6. Damage to any portion of the Common Area, including but not limited to the roadway, sidewalks, water bodies, or landscaped areas, shall promptly be repaired at the expense of the Homeowner and/or Contractor.

OTHER

1. No boathouse, dock, wharf, or other structure of any kind may be erected or placed on the shores or easements of water bodies.
2. No landscaping, fences, structure, or other improvements shall be placed within any lake maintenance or similar easements around lakes or other water bodies.
3. Homeowners whose home site adjoins a lake or canal may utilize the lake or canal to irrigate the home site provide:
 - 3.1. No floating or other visible devise is used.
 - 3.2. Written approval is obtained from the Association and applicable governmental body.
4. No Owner or resident shall operate any equipment or devices that will interfere with the radio or television reception of others.
5. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted.
6. No firearms, including air powered, shall be discharged within the Community.
7. Nothing shall be done or kept within the Community that will increase the rate of insurance to be paid by the Association.
8. Loud noises shall be kept to a minimum.
 - 8.1. Quiet periods shall be observed within the Community. These periods extend from 10:00 pm to 7:00 am seven days a week, and to 9:00 am on Saturdays, Sundays, and legal holidays.
 - 8.2. No construction equipment, lawn mowers, leaf blowers, etc. or loud music or voices shall be used within this period.
9. The sidewalks, entrances, passages, roadways, drainage facilities, and all other Common Areas shall not be obstructed, encumbered, or used for any purposes other than the purpose for which they were designed.
10. Alcoholic beverages, including beer and wine, are prohibited from being consumed or in open containers within or about the Common Areas of the Community.

Definitions:

Boat: Any vessel or craft designed to travel over water, whether motorized or not, including, but not limited to air boats, jet skies and other personal watercraft, canoes, and paddle boats.¹

Motor Vehicle: Any device, in upon,, or by which any person is or may be transported or drawn upon a roadway.

Commercial Vehicle: Any vehicle of greater than one (1) ton capacity, any vehicle of less than one (1) ton capacity if outfitted for commercial purposes with such items as racks, tool boxes, or commercial enterprise information.¹

Construction Vehicle: Any vehicle used exclusively for the construction of structures, pools, or other building type facilities.

Sport Vehicle: Any dune buggy, racing vehicle, all-terrain vehicle or other type of off-road vehicle.

Recreational Vehicle: Any vehicle designed as a temporary living quarters for recreational, camping, or travel use, which is self-powered or is mounted on or drawn by another vehicle.¹

Trailer: Any device without its own power which is towed behind another vehicle.

Owner: The record Owner (whether one or more persons or entities) of fee simple title to any Home Site.

Resident: The physical occupants of a Home Site.

Home: A residential dwelling and appurtenances constructed on a Home Site.

Home Site: A parcel of real property that has a Home. The term Home Site shall include the Home and all improvement thereon and appurtenances thereto.

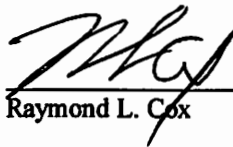
GRAND ISLES HOMEOWNERS ASSOCIATION
CLARIFICATION, INTERPERTION AND AMENDMENTS
TO THE ASSOCIATION'S RULES AND REGULATIONS

Association: The GRAND ISLES MASTER HOMEOWNERS ASSOCIATION, its successors and assigns.
Declaration: The Declaration of Restrictive Covenants for Grand Isles.
Common Area: All real and personal properties within the Community that is designated for the common use and enjoyment of the Owners of the Community, which may include, but not be limited to, swimming pools, tennis courts, basketball courts, lakes, sidewalks, streets, and other features.
Limited or Exclusive Use Common Areas: Common areas within the Community that have been restricted to use by less than all Owners.
Community: The Community known as GRAND ISLES in which the properties are located.
Day: A calendar day, including week day, weekends, and holidays.

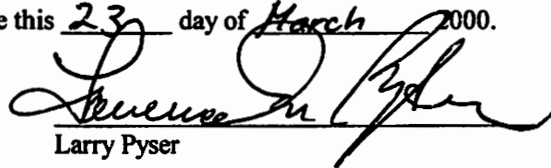
References

1. Village of Wellington Ordinance 98-15 as adopted the 28th day of July 1998.
2. Declaration of Restrictive Covenants, Grand Isles.

As recommended by the Rules and Regulation Committee this 23 day of March 2000.



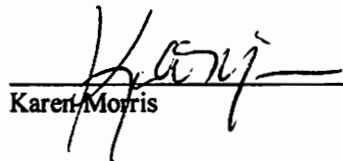
 Raymond L. Cox



 Larry Pyser

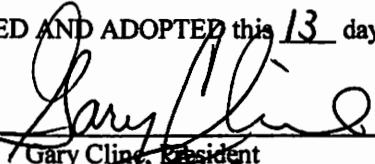
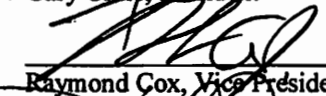
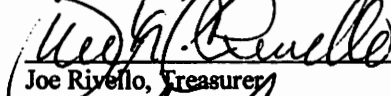

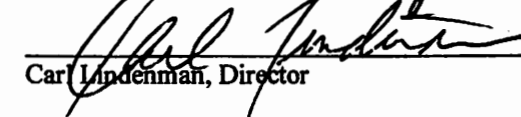


 Michele Thomas



 Karen Morris

PASSED AND ADOPTED this 13 day of April 2000.

BY:	For	Against
 _____ Gary Cline, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Raymond Cox, Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Joe Rivello, Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Morton Bromberg, Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Carl Lindenman, Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>