

**RULES AND REGULATIONS**  
**GREENWICH POA**

**1. OCCUPANTS BOUND:** The owners, family members, occupants, guests, invitees and lessees of each Lot shall abide by each and every term and provision of the Declaration of Covenants, Conditions, and Restrictions for Greenwich POA, and each and every term and provision of the Articles of Incorporation, and By-Laws of the Association. ALL REQUIREMENTS OF OWNERS DESIGNATED BELOW SHALL APPLY TO THE OTHER PERSONS NAMED ABOVE AND EACH OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THOSE PERSONS.

**2. PETS:** Two pets are permitted in each unit. No animals shall be raised, bred or kept in any unit, except that dogs, cats, or other household pets may be kept in the unit, provided they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animal may be kept in the unit, which in the judgment of the board results in a nuisance or is obnoxious to the residents in the vicinity. No owner shall be permitted to maintain in his or her unit, a bull terrier (pit-bull) or any dog or dogs of mean or of violent temperament. Pets shall not be permitted in any of the common areas unless under leash and pets are not permitted in the poolhouse, on the pool deck, or in the pool at any time. All pets must be registered with the association, including provision of written certification by a veterinarian that the pets have been properly inoculated. Each pet owner shall be required to clean up after his or her pet. Each owner by acquiring a unit agrees to indemnify the association, and hold it harmless against any loss or liability resulting from actions of any pets or other animals maintained in that unit. If a dog or any other animal becomes obnoxious to other unit owners by barking or otherwise, the owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

**3. COMMON AREAS CLEAR OF CLUTTER:** No bicycles, tricycles, scooters, baby strollers or other similar vehicles or toys or any other items not approved by the board shall be allowed to remain in the Common Areas. The walkways, sidewalks, and streets shall not be obstructed.

**4. DAMAGE TO PROPERTY:** Any damage to the Common Areas, property, or equipment of the Association caused by any owners, family members, occupants, guests, invitees and lessees shall be repaired or replaced at the expense of such Owner. Any damage to the exterior of any unit will be repaired at the owner's expense in a timely manner.

**5. VEHICLE PARKING:** An Owner will not park or position any vehicle so as to prevent access to another Lot, the Owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all Owners. Vehicles will be parked only in spaces designated for that purpose. The association may authorize the towing away of any vehicles parked in violation of the approved parking regulations with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

**6. AUTO REPAIR:** No Owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each Lot Owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle. Any motor vehicle work within a Unit's owner's garage shall be non-commercial in nature.

**7. AERIALS AND ANTENNAS:** Except as may be permitted in accordance with the Declaration, no transmitting or receiving aerial or antenna shall be attached to or hung from any part of a Lot or the Common areas without the approval of the ARC.

**8. TRASH DISPOSAL:** All garbage and refuse from the Lots shall be deposited with care in each Owner's private garbage containers. Trash must be secured and not be visible. Recycling containers must be placed in a manner to prevent overflow and litter in the common areas. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. Trash may be placed no earlier than 4:00 p.m. the night before pickup at its designated location and receptacles must be taken back into the residence no later than 11:00 p.m. on the day of pickup. No littering shall be done or permitted on the Association Property.

**9. VEHICLES, PARKING AND GARAGES:** No commercial vehicles, recreational vehicle (including, without limitation, all-terrain vehicles), camper, trailer, boat, motorcycle, van, bus, truck, or similar vehicle shall park or be parked at any time on any portion of the Common Areas, except for commercial vehicles, vans or trucks shall not park or be permitted to park overnight on any portion of the Common Areas or on any driveway or other portion of a Lot (except

within the confines of a garage). Vehicles shall not be parked overnight on roads or swales, except in designated parking areas. The Association shall have the right to authorize the towing away of any such vehicles in violation of this rule with costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. No garage shall be used as a living area.

All owners and other occupants of Lots are advised to consult with the Association prior to purchasing or bringing onto the Community, any type of vehicle other than passenger car, inasmuch as such other type of vehicle may not be permitted to be kept within the community.

**10. GARAGE DOORS:** No garage doors shall be permitted to remain open except for temporary purposes.

**11. COMPLAINTS:** Complaints regarding management issues of the Association property, or regarding the actions of other Owners, their families, guests: or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.

**12. SIGNAGE:** Signs, advertisements or notices may not be displayed, exhibited, posted or attached in the community except as approved by the Board. Board-approved signs designating live-work units may be displayed only in board-designated locations and in compliance with the appropriate sign dimensions. No other signs that are visible from the exterior of any unit may be displayed in the community, without prior written approval of the board. The board shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to the ARC, which shall not be unreasonably withheld.

**13. RENTALS/SALES:** Any and all leases agreements shall be in writing, shall provide for a term of once within a calendar year for a minimum of six (6) months and must provide that the lessee shall be subject in all respects to the terms and provisions of the declaration of covenants and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement.

- a. It is the obligation of the owner to supply the Board of Directors with a copy of the written agreement and financial affidavit prior to the buyer/lessee occupying the premises.
- b. Upon the receipt of a document of purchase/sale or rental, the association shall within ten (10) days issue a certificate indicating the Association's approval/denial of the transaction. For a sale, the new owner's name and mailing address must be supplied for future assessments and other correspondence.
- c. If a unit owner is delinquent in payment of assessments, the association has the right to disapprove any sale or lease until the delinquent payment is paid or any violations are corrected.

**14. HURRICANE SHUTTERS:** Owners are required to install shutters within 24 hours of the time the National Weather Service officially issues a hurricane warning for the area including the property.

- a. Each unit owner who intends to be absent from his/her Unit during the hurricane season (June 1 - November 30 of each year) shall prepare his/her Unit prior to his/her departure by doing the following:
  - i. Removing all furniture, potted plants, and other movable objects from his/her yard and/or balcony; and
  - ii. Designating a responsible person or firm, satisfactory to the Association, to care for the Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters be permanently installed without the consent of the ARC.
- b. Temporary or permanent shutters may only be closed during a storm event. A "Storm Event" is defined as when a hurricane or tropical storm watch is issued by the National Weather Service of other appropriate authority.

**15. NUISANCES:** No owner shall make or permit loud or disturbing noises of a continuing nature, noxious or offensive activity, unpleasant odors, nor do or permit anything that will interfere with the reasonable rights, comforts or conveniences of the owners.

**16. BUSINESS USE:** Owners of non-mixed use units may not conduct trade business in or from any townhome unit, except that the owner or occupant residing in the townhome unit may conduct business activities within the unit

so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the property; (c) the business activity does not involve persons coming to the property who do not reside on the property or door-to-door solicitation of residents within the property; and the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the property, as may be determined in the sole discretion of the board.

**17. LIMITATION ON IMPROVEMENTS TO LOTS:** Except for seasonal holiday decorative lights, which may be displayed between December 1<sup>st</sup> and January 10<sup>th</sup>, all exterior lights other than those installed by the builder, must be approved by the Architectural Review Committee or the board. No artificial vegetation shall be permitted on the exterior of any portion of a lot. Exterior sculptures, flags, and similar items must be approved by the ARC. The display on one (1) United States flag shall be permitted, subject however, to the reasonable standards of the association with respect to the size, placement and safety and subject to the placement approval by the board of directors. All construction of improvements, remodeling, or changes to the inside or outside of a unit require prior approval of the ARC, and where applicable governmental approval.

**18. CONSTRUCTION/IMPROVEMENTS:** No construction or improvements (including, without limitation, saunas, spas, jacuzzis, screened enclosures, buildings) decorations, attachments, fixtures, alternations, repairs, change of paint or stain color, pressure cleaning or other work shall be erected, constructed, affixed, placed or altered on any unit until the proposed plans, specifications, exterior colors and/or finishes, and plot plan showing the proposed location of such improvements shall have been approved by the ARC, its successors or assigns. Refusal of approval of plans, locations or specifications may be based by the ARC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ARC shall be deemed sufficient.

**19. MIXED-USE UNITS PERMITTED USES:** Only those commercial uses which are permitted by the town pursuant to any development order, resolution, ordinance or code shall be permitted to operate within a mixed-use unit.

**20. WINDOW COVERINGS AND BALCONIES:** All draperies, curtains, blinds, shades, or other window coverings visible from the exterior of a unit shall have a solid white or neutral color backing. Any other requests require the ARC review and approval. Balconies are intended for seating, gathering and conversation and are not to be used for storage of equipment, bicycles, toys, barbeque grills or similar personal property. The types of personal property permitted to be placed on a balcony are outdoor furniture and potted plants. No balcony shall be enclosed in any manner, including, without limitation, with screening, windows or walls.

**21. GARAGE SALES:** Garage, rummage or other similar sales not exceeding two consecutive days in duration so long as the owner or occupants of a unit do not hold, sponsor or participate in more than one such sale within the properties in any twelve (12) month period.

**22. CLUBHOUSE/POOL:** No personal items may be stored in the clubhouse. The use of the pool is restricted to unit owners, their guests and/or registered tenants. All parties using the pool shall do so at their own risk and agree to abide by all applicable state laws, municipal ordinances and agency regulations. Please check for rental and/or scheduled use of the clubhouse with the management company prior to use.

**23. AIR CONDITIONING UNITS:** Each unit owner is responsible for their own air conditioning equipment and its maintenance.

**24. LANDSCAPING:** No trees or other landscaping may be removed or changed without the approval of the ARC.

**25. PLANTERS:** Unit owners or residents shall be permitted to place up to two (2) planters on the sidewalk immediately outside and within two feet of the front entrance. The planters shall be of a natural substance and color.

**26. WREATHS:** Unit owners or residents shall be permitted to display one wreath on their front door. The wreaths shall be no larger than 18 inches in diameter.

**27. SATELLITE DISHES:** Unit owners may attach a satellite dish to the exterior of his or her town home in

accordance with the following regulations: the satellite dish must be professionally installed between the second and third floor so that the top of the dish is just below the bottom of third floor windows. All wiring must be securely fastened to the building in a neat and orderly fashion. Written authorization is required prior to installation of a satellite dish. Unit owners are required to complete and submit an ARC Change Form with a drawing attached showing the proposed installation location. Installation work shall not proceed until the unit owner receives written approval of the ARC application. The forms are available from Capital Realty Advisors or on the Greenwich Web Site - GreenwichAtJupiter.com. Satellite dishes shall not be permitted in any other location within the community.

**28. HOSES:** Unit owners may store hoses outside their garage doors in accordance with the following regulations: the hose may be neatly rolled on the ground directly below the hose bib, placed inside a commercially designed hose storage unit directly below the hose bib, or hung on a commercially designed unit that has been attached to the building either above or below the hose bib. If stored above the hose bib, the bottom of the storage unit must be within six (6) inches of the hose bib. Hoses shall not be stored in any other manner or locations outside the units.

**29. WIND CHIMES:** Any wind chimes that may create a noise disturbance to the neighboring residents are not permitted.

**30. EMERGENCIES:** In case of an emergency originating in or threatening the property of any unit owner, regardless of whether the unit owner is present at the time of the emergency, the Board of Directors or its representative has the right to enter the property for the purpose of remedying, abating or correcting the cause of such emergency and such right of entry is immediate.

**THE BOARD OF DIRECTORS CAN MODIFY, ADD TO, REVOKE AND/OR REPEAL THESE RULES AND REGULATIONS AS THE BOARD MAY DEEM APPROPRIATE FOR THE SAFETY, CARE AND PROTECTION OF GREENWICH PROPERTY AND TO SECURE THE COMFORT, CONVENIENCE AND BEST INTEREST OF ALL RESIDENTS AND IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION.**

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