

P.G.D. VILLAGE HOUSE RULES

The primary purpose of these Rules is to protect all occupants from annoyance and nuisance caused by improper use of the homes and common areas of P.G.D. Village Townhouse Apartments (the "Premises"), to protect the reputation and desirability of the Premises by providing maximum enjoyment thereof and to enhance the value of the Premises. These Rules may be amended by the action of the Board of Directors of the Owners Association of P.G.D. Village (the "Board").

The full authority and responsibility of enforcing these Rules may be delegated to a Managing Agent by the Board. All owners or occupants and their guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, neither the Board nor the Managing Agent shall be responsible for any noncompliance with, or violation of, the Rules by the owners, occupants and their guests.

Should you or any member of your family violate any of the House Rules, for any reason, you will be notified in writing of such violation. At the discretion of the Board and/or Resident Manager, you will be given **up to a limit of five (5) days** in which to correct the infraction. If at the end of the five (5) day period you have not corrected the infraction, a fine of \$35.00 per day shall be assessed against the unit until such time that the House Rule violated has been adhered to.

1. **No obstruction of halls, etc.** The public halls, sidewalks and walkways shall not be obstructed or used for any other purposes than for ingress to and egress from the townhouse units or common areas.
2. **No storage in common area, etc.** No public or common areas shall not be used for the storage or placement of furniture or any other articles, including, but not limited to, plants, boxes, shopping carts, etc. Concrete hollow blocks (CMU) of any kind are not to be placed in the complex. Decorative blocks will be allowed with prior authorization of the board or Resident Manager.
3. **No disturbing noises.** No owner or occupant shall make or permit any disturbing noises to be made in the buildings or on the Premises by himself, his family, friends, tenants, servants, invites or guests; nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or convenience of other owners or occupants of the units, or their guests. No owner or occupant shall play or allow to be played any musical instrument, radio, television, stereo system, generator, or allow any construction work to be performed if the same shall disturb or annoy other owners or occupants of other units.
 - 3.1 **Quiet Hours.** Quiet hours will be observed from 10:00 P.M. to 7:00 A.M. Within these established hours there is to be no loud noises, to include all items listed in paragraph #3 above.
 - 3.2 **Generators.** Generators may be operated during power outages and only within the quiet hours as outlined above. If homeowner/resident refuses to turn off generator when requested to do so by Managing Agent or Resident Manager, the unit owner shall incur an on the spot \$35.00 (per incident) fine for non-compliance.
 - 3.3 **Construction.** Interior & Exterior Renovations and Repairs may be performed between 8:00am to 5:00pm Monday thru Saturday, no work on Sunday. Extension of time or emergency work can only be done with a manager or Board approval on a case by case event.
4. **No Name Plates.** Owners and occupants shall not be allowed to put their names in or on exterior surface of the buildings or doors, or in any common area except in the proper place as may be designated by the Board, or on the mailboxes that may be provided for use of the units occupies by them respectively.

5. **No rugs beaten, etc.** No rugs shall be beaten on lanais, other outdoor living areas or common areas. No dust, rubbish or litter may be swept from the Premises or any room thereof into any common area.
6. **No playing in walkways or the parking lot.** Children shall not be permitted to loiter or play in the walkways, parking areas, or any other common areas, other than the designated play ground area.
7. **Plumbing not abused.** The water closets and other water apparatus shall not be used for any purpose other than that, for which they were constructed, no sweepings, rubbish, rags, papers, ashes, or other substances shall be thrown therein. The owner of the responsible unit shall pay for any damage to the property of others, including the common elements, resulting from misuse of such facilities, of any nature or character whatever.
8. **Liability for damages.** All damage to the Premises caused by the moving or carrying of articles therein, shall be paid by the owner or person in charge of such articles.
9. **No defenestration.** Nothing shall be thrown or emptied by the owners or occupants or their servants, or guests out of the windows or doors, or off of the lanais, or otherwise in the common areas, nor shall anything be hung from outside of the windows or placed on the outside windowsills.
10. **Pets.** Dogs, cats, and other domestic pets are allowed inside the individual units, but may not be boarded, **left unattended**, kenneled or otherwise housed on the lanais or in the common areas. Farm type animals such as chickens and pigs are not allowable. If any domestic animal disturbs the surrounding owners or tenants the Board may, in its discretion, require the owner or tenant of the unit with the offending pet to either cease the conduct or remove the offending animal.

Pet owners shall ensure their pets do not defecate in the common areas. Pet owners must carry adequate tools or equipment to remove any of their pet's defecation whenever they are walking their pets, or whenever their pet is in the common areas of the complex. Pets will be on a leash at all times when outside the owners' residence.

11. **Water not wasted.** The water shall not be left running any unreasonable or unnecessary length of time in the Premises.
12. **No interference with apparatus.** No owner or occupant shall interfere in any manner with any portion either of the air conditioning of another units or the lighting apparatus in or about the common areas.
13. **Laundry only in laundry area.** Laundry work shall be done only in the laundry area provided for each unit. **Laundry may be hung on temporary hanging racks placed within the laundry area or behind the decorative block lanai wall; all laundry and racks must be removed within the same day.**
14. **No shades and no signs.** No shades, awnings, or window guards shall be used except as shall be put up or approved by the Board, and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements without prior written approval of the Board.

14.1 **Real Estate Signs.** The posting of "For Sale" or "For Rent" signs is allowed for the unit owners or their authorized agents and based on the following conditions:

1. Signs must be professionally and commercially made. No homemade signs will be allowed.
2. Signs can only be placed on the **Interior** of the Windows/Sliding Doors Only and not on any exterior surface
3. Only clear tape or other temporary clear adhesive can be used. No duct tape, masking tape or other type of obscure adhesive is allowed.
4. Only two (2) signs are allowed per unit
5. All signs can be **no larger** than 2' x 3'
6. A contact number must be clearly marked on the sign.

7. *Any sign(s) that becomes weathered or otherwise unsightly or does not meet the above conditions will be required to be removed and may be subject to a daily fine after proper notification by the property manager until it is removed or replaced.*

15. **No aerials.** *No radio, television satellite dish, antenna or similar aerial or connection shall be installed outside of any unit by any owner or occupant.*

16. **Recreation and pool area.**

16.1. *Furniture other than that provided shall not be used in the recreation and pool area, nor shall any furniture purchased for said areas be removed there from.*

16.2. *Users of the recreation and pool area are responsible for the removal of all articles brought thereto by them, including, but not limited to towels, books, and magazines, at the time they leave said areas.*

16.3. *Swimming shall be permitted only between such hours as are prescribed by the Managing Agent or in the pool rules.*

16.4. *No running, pushing, or scuffling shall be permitted around the pool or pool area.*

16.5. *Radios, television sets, tape-recording or playing devices, and all other electrical devices are strictly forbidden in the pool area.*

16.6. *Splashing of water, other than that accompanying normal swimming is strictly forbidden.*

16.7. *There shall be no yelling in the pool or pool area.*

16.8. *Showers shall be taken before entering the pool.*

16.9. *Any person having any skin disease, sore, or inflamed eyes, nasal, or ear discharges or any communicable disease shall not be allowed to use the pool.*

16.10. *All bobby pins, hairpins, and other such materials shall be removed before entering the pool.*

16.11. *No occupants of the units under the age of eighteen (18) shall be permitted to entertain guests in the pool or poolside area unless they are under the direct supervision of a parent or occupant-guardian of the minor occupant.*

16.12. *Glass containers of any kind shall be prohibited from the pool area.*

16.13. *The pool and tennis courts are for the exclusive use of occupants and their guests and the occupants are responsible for assuring the proper conduct of their guests and for any results of their guest's conduct.*

16.14. *All persons shall comply with the requests of the Managing Agent respecting matters of personal conduct in and about the pool, and recreation areas.*

16.15. *All group parties must have prior approval and must reserve any common facilities in advance.*

16.16. *Members shall be entitled to reserve the tennis courts and barbecue areas on the basis of "first come, first served". Reservations shall be made through the Resident Manager.*

16.17. *No minor occupant or guest under the age of sixteen (16) years shall be permitted to use the pool, unless under the direct supervision of a parent, occupant-guardian or other occupant over the age of sixteen (16) years.*

- 16.18. Any rules of conduct or usage as approved by the Board and posted from time to time shall be deemed incorporated into these House Rules.
- 16.19. No one who is not a competent swimmer shall use the pool, unless under the direct supervision of a person competent to provide water safety instruction and rescue services if needed.
- 16.20. No food or drink allowed in the pool area.
- 16.21. In no event are either the Managing Agent, Board Association or the individual owners responsible for any injury which might arise from the use of the pool, poolside, or other recreational facilities.
- 16.22. Tennis court is to be used for playing tennis only. Roller blades, bicycles, and other unauthorized playing is forbidden in the tennis court area.
- 16.23. When a resident wishes to reserve a pavilion for a private party and for their exclusive use, they need to place with the resident manager a refundable cleaning deposit of \$100. This deposit is to cover the cost of damages and cleanup. After the event the resident manager will refund the deposit in full less any deductions for the cost of repairs or cleanup.
17. **Rules of conduct.** Members and guests will maintain a mode of dress and manner of conduct within generally acceptable public standards, and will adhere to the established rules of tennis etiquette with respect to the use of the tennis facilities. Any specific dress and use requirements that may be posted shall be deemed incorporated herein.
18. **Parking not blocked.** No vehicle belonging to an owner, occupant, any member of their families any guest, or employee of any occupant shall be parked in such a manner which impedes or prevents ready access to any parking space of another owner. All owners, occupants, their employees, servants, agents, visitors, licensees, and families shall obey any posted parking regulations and any other regulations promulgated in the future for the safety, comfort, and convenience of the owners or occupants.
19. **No using wrong parking spaces.** No owner or occupant shall use, nor permit any family members, guests, or invites to use the parking spaces of other owners.
20. **Common area parking.** Parking shall be for private passenger vehicles only. The parking of commercial vehicles and recreational vehicles such as boats and trailers is expressly prohibited. Vehicles shall not be parked in common areas for longer than forty-eight (48) hours without moving them.
21. **Parking maintenance.** No vehicle shall be parked in either the parking lots or common areas which shall leak substances, such as but not limited to gasoline, oil and the like, which damages the surface of the parking lot or street. The owner of any such damaging vehicle and the owner of the unit, in which vehicle owner is a tenant or guest, if vehicle owner is not a unit owner, shall be responsible for all damages resulting there from. Vehicle maintenance shall be limited to repairs minor in nature such as changing of tires, minor tune-ups, tinting windows, etc. No major repair work shall be allowed.
- 21.1. Parking in the common area shall be on the right side of the street facing the entrance of Las Palmas.
- 21.2. Parking shall not be allowed on any of the grass areas or any other area not designated as a parking space. No one shall park in front of the garbage dumpsters / trash bins, or in any manner that may impede, block or delay trash pick up.
- 21.3. No vehicle shall be double- parked (occupy more than one parking space at a time, or be parked one behind the other).
- 21.4. No vehicle shall be parked in the complex, which exceeds the marked lines of the designated parking stall.

21.5 Guest parking shall be limited to 4 hours only.

21.6 No vehicle shall block access to fire hydrants.

22. **Parking violations.** Any violation of the parking rules may result in either placement of notice to correct the violation on the vehicle, or the towing of offending vehicle, at vehicle owner's expense, in the discretion of the Board through it's duly authorized designee. No vehicles which are no longer in use or have any apparent value and which could be considered junk or abandoned shall be permitted on the premises. Vehicles that are used solely for spare parts are also not allowed.

23. **No blowing of horn.** No owner or occupant shall cause or permit the blowing of any horn from any vehicle in which owner, occupant, guests, family, invites, or employees may be occupants, on any of the streets or parking areas serving the premises, except as may be necessary for the safe operation of the vehicle.

24. **Maintenance and repair.**

24.1. All of the common elements and limited common elements, including but not limited to the exterior surfaces of the buildings, patios, balconies, doors, passageways, and grounds, shall be used and decorated only as permitted by the Board. No alterations, installations, repairs or changes of any nature whatsoever (including inserting nails for hanging holiday lights and decorations) shall be effected to the exterior surfaces of the buildings, and thereafter maintained without the prior written approval of the Board.

24.2. The Board shall be responsible for the repair and maintenance of the exterior surfaces of the buildings, passageways and walkways, except for the areas listed below. Where said exterior surfaces, passageways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any occupant or guests, then such occupant shall be responsible for the prompt payment of the cost of the repairs. The Board shall repair damages caused by breaks in the main utility lines. In the event any owner or occupant causes damage to another unit or common areas, such person shall be financially responsible for all necessary repairs.

24.2.1 Owners responsible for the exterior maintenance of the following areas:

- Doors: Unit Entrance, Security, Roof, Laundry

- Lanai: Gates, Floors

- Exterior: Lights, Outlets, Hose Bibs, Gas Tanks, Gas Lines, A/C Units, Typhoon Shutters, Dryer Vents

Approved Paint Colors for the Exterior of the Buildings

Location	Color Number	Color Name	Original Paint
Entry Doors & Jamb	SW 6069	FrenchRoast	NA
Exterior Trim	SW 7522	Meadowlark	SW A-100 (Water Base) Gloss
Exterior Body	SW 7537	Irish Cream	SW A-100 (Water Base) Gloss
Lanai Gates	SW 6993	Black of Night	DTM Alkyd (Oil Base) SemiGloss

24.3 Requests for exterior repairs and maintenance shall be submitted to the Managing Agent, who shall determine whether the requested repairs or maintenance are the responsibility of the Board or the occupant. Any decision of the Managing Agent may be appealed to the Board in writing within ten days following the decision.

24.4. Repairs and maintenance of townhouse interiors are the responsibility of each occupant. It is the responsibility of the occupants to maintain their units and the equipment and fixtures located therein in such manner as not to cause damage to other units or the common elements or interfere with the rights of enjoyment to which other owners and occupants are entitled or which in any way detracts from the quality and value of the Premises.

25. **Lanais.**

- 25.1. While lanais are considered a part of each individual unit, due to their unique visible nature, in consideration of the overall quality of the development community and to assure the aesthetic quality of the neighborhood, no open lanai area shall be used for storing of items which are considered inappropriate to the lanai such as, but not limited to: refrigerators, ranges, bed frames, mattresses, large auto parts (e.g. radiator, engine chassis, etc.) or any other items that would deem the lanai unsightly. In decorating and using a lanai no owner or occupant shall take any action or make any change, which is not consistent with the character of the development neighborhood.
- 25.2. No clothes shall be hung on or from the lanai or its walls for any purpose whatsoever nor shall clothing or laundry be hung in doorways or windows, in such manner as to be in view of persons outside the buildings.
- 25.3. Only furniture and small potted plants appropriate to lanais may be used thereon. **Table umbrellas must be closed when not in use** and Containers shall be placed under all pots so as to avoid the dripping of water there from. **No plants or planters of any kind are allowed on the lanai walls or top of lanai walls, any damage occurring from this action will be at the owner's expense to repair, paint, etc.**
- 25.4. Any changes in or decorations on a lanai, which the Board determines to be out of character for the neighborhood or otherwise detrimental, shall be corrected within ten (10) days of the Board's order to do so.
- 25.5. When replacing old laundry room doors the unit owner has two (2) options; replacing with the original wood slotted type or aluminum accordion shutter type (bronze in color).
26. **Window grills.** Protection grills may only be installed on the inside of the windows. However grills may be installed on the outside of the sliding glass doors leading onto the lanai areas.
27. **Typhoon Shutters.** Homeowners installing typhoon shutters have two (2) options to choose from; regular aluminum panel type shutters or aluminum accordion type shutters (bronze in color). When taping windows for added support during typhoon, all tape on windows shall be removed no later than 72-hours after condition four is announced.
28. **Garbage Disposal.** Only household trash shall be thrown into trash bins. Metal items such as bed frames, headboards, washers, dryers, refrigerators/freezers, barbecue grills, etc. shall not be placed in or around any trash bin or enclosure. Hazardous items, i.e. batteries, paint and such shall not be disposed in the garbage containers. Owners/residents are responsible for the proper disposal of these materials off the complex.
29. **Curfew of minors.** Between the hours of 10:00 pm and 6:00 am no minors under the age of 18 shall be allowed in the common area without a parent or legal guardian (18 years or older) accompanying them. Any minor in violation of this rule is subject to notification to the proper government authorities. Verification of age will only be recognized by a valid government issued ID with picture and date of birth.
30. **Activities in the Common Area.** No Resident shall perform or participate in any activity which would be deemed a safety or structural hazard in the common areas i.e. golf practicing
31. **Method of notification - NTR** Should you or anyone else residing in your unit or a visiting guest violate any of the House Rules, for any reason, you will be notified in writing of such violation.
 - 30.1 Notification of a potential or actual House Rule violation shall be communicated to the resident(s) of the unit with a paper form called a "Notice to Resident" (NTR). The purpose of

this NTR is to make clear to the residents that there is or may be a violation of a House Rule. If an NTR is issued then a copy of the NTR will be either given to the resident (signature will be requested) or the copy will be placed in plastic doorknob bag and left on the front door of the unit. The NTR shall be signed by the person issuing it.

30.2 *A copy of this NTR will be kept by the security company and a copy will be given and kept by the Property Management company. NTRs may also be used to convey simple messages to an individual unit resident.*

30.3 **“Immediately Correctable” House Rules Violations.** *There are certain House Rule violations that will be considered “immediately correctable” at the time that the resident or owner is notified by NTR. Such “immediately correctable” violations must be corrected within 24 hours of notification. Example of these include but not limited to: Signage posted in the window that can be seen from the outside (ie: For Rent Sign), Pet left unattended on the lanai or balcony, trash immediately located outside the lanai.*

If such violation is not corrected then another NTR will be issued assessing the unit owner a fine of \$35.00. Additional NTRs and daily fines of \$35.00 will be assessed until such time that the violation is corrected to the satisfaction of the resident manager or property manager.

30.4 **Other House Rule Violations.** *Other House Rule Violations may not be easily or immediately correctable. Corrections of these such violations, at the sole discretion of the Board, Resident Manager, or Property Manager may be allowed up to a limit of five (5) calendar days unless otherwise specified in an NTR or in writing by the an authorized person .If at the end of the five (5) day period the violation has not been corrected then a fine of \$35.00 per day shall be assessed against the unit until such time that the House Rule violation has been corrected to the satisfaction of the Resident or Property manager.*

30.5 **Repeated violations.** *The resident or property manager reserves the right to review all violations to determine if repeated violations are occurring for a particular unit or resident. If there are repeated violations then this will be reported to the Board for possible additional fines or other sanctions.*

30.6 **Fines assessed to unit owner.** *Unit owners are responsible for the actions of their tenants and or guests. Therefore, it is clear and understood that all fines for House Rule violations will be assessed to the current unit owner regardless if the unit is rented out or owner occupied. Such fines will then be considered an outstanding balance on the unit owner’s account until paid. Any payments received shall first be applied to any outstanding balance and then to current common area fees.*

31. **Effective date.** *These amended house rules are effective _____ . Subsequent amendments are effective on the date of approval by the Board.*

32. **Changes in House Rules.** *These House Rules may be amended from time to time by the Board pursuant to the provisions of covenants and restrictions of P.G.D. Las Palmas. Notice of such changes will be delivered or mailed to each occupant.*

Amended by the Board of Directors on _____, 2018.