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J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Haile Plantation West Association, Inc.

RULES AND REGULATIONS

RESOLUTION

Whereas, THE HAILE PLANTATION WEST MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, herein "MASTER DECLARATION," sets forth mandatory rules, regulations, and standards governing the improvement, use, appearance, upkeep, safety, landscape, and maintenance of lands and Parcels in The Properties, which cannot be amended except by vote of two-thirds (2/3) of the Owners, and charges the Board of Directors with enforcement thereof; and

Whereas, the MASTER DECLARATION, Article IV, Section 2, declares that, *"The conveyance of the Common Property to the Association shall be deemed to provide the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for as long as such property shall remain subject to this Master Declaration:*

> *In order to preserve and enhance the property values and amenities of The Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards."*

and

Whereas, all Owners received notice of these mandatory rules and regulations governing The Properties in the form of the Governing Documents delivered when they purchased their Parcels and are not entitled to further notice except as expressed in the MASTER DECLARATION; and

Whereas, the MASTER DECLARATION, Article X, Restrictive Covenants, empowers the Board of Directors to promulgate and enforce additional rules and regulations as follows:

> **"Section 4. Rules and Regulations**. *Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of The Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as multi-family structures, air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Master Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective. Each Neighborhood Association may establish additional rules and*

regulations applicable to the areas under its control provided they are not in contradiction of the Association Rules and Regulations."

therefore be it;

Resolved, by adoption of this **RESOLUTION** the Board of Directors of the Association confirms, reconfirms, adopts, clarifies, augments, and publishes the following rules and regulations which may be enforced through the mechanisms of ARTICLE VIII, ARCHITECTURAL CONTROL; ARTICLE IX, EXTERIOR MAINTENANCE; ARTICLE XV, COVENANTS COMMITTEE; and such other articles and sections of the MASTER DECLARATION as may be found appropriate by the Board.

1. Article X, Section 3, Obnoxious or Offensive Activity, mandates observance of all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction. For purposes of clarification, these laws, zoning ordinances, and regulations shall be enforced through the Association's covenant compliance procedure or through governmental agencies or both.

2. Article X, Section 23, Trees, mandates that living trees measuring four inches (4") or more in diameter at three feet (3') or more above ground level shall not be cut down or removed from The Properties without the prior written consent of the ARB unless the trees are located within six feet (6') of the residence or its proposed location as approved by the ARB.

   For purposes of clarification, Owners may remove dead trees from their Parcels, regardless of size or location. However, Owners shall obtain a confirmation in writing from the Association that the trees are dead prior to cutting down or removal. Failure to do so will create an unrebuttable presumption that the trees were not dead and the Covenants Committee may impose a minimum $100 fine and may specify the species, size, and timing of replacement trees.

3. No littering of any kind, including uncollected pet feces, yard trash, and cigarette butts, is permitted within Haile Plantation West.

4. No motorized vehicles, excepting wheelchairs, shall be operated on the trails of Haile Plantation West.

5. Golf-carts and other unlicensed motorized vehicles must be parked or stored in a fully enclosed garage or an area completely screened from view from any other Parcel, Lot, Dwelling Unit, or Common Property.

6. Garage doors and gates in fences shall be kept closed except during ingress and egress.

7. Owners are asked not to place trash cans, recycling bins, and yard trash on the street prior to 5:00 p.m. on the evening prior to pickup day and to remove and store them

out of sight, in the manner required by Article X, Section 6, no later than 9:00 p.m. on the day of pickup.

8. Bicycles, large plastic toys, and other like items shall be stored out of sight when not in use.

9. St. Augustine is the only lawn grass and medium pine-bark is the only mulch approved for use on Haile Plantation West Parcels. Artificially colored and/or inorganic mulch are specifically prohibited.

10. The paint, coating, stain and other exterior finishing colors on all buildings, including roofing, shall be maintained as that originally installed or in colors approved by the ARB.

11. Fences shall be painted in the ARB approved color on their entire publically visible surface, inside and out.

12. Unimproved Parcels shall be kept cleaned and mowed in a minimum area extending from the inside edge of the street curbing back to the end of the streetscape (front yard set-back area) of adjacent improved parcels and shall be otherwise maintained by the owner in a pleasing and reasonable manner. If a Parcel is not improved by the owner within five (5) years of the date The Declarant has relinquished the power to appoint the HPWA Board of Directors, the Board may require that the streetscape be landscaped, and maintained in the same manner as adjacent improved Parcels. Enforcement of this rule and regulation shall be in accord with ARTICLE IX, EXTERIOR MAINTENANCE or ARTICLE XV, COVENANTS COMMITTEE, as the Board may decide.

and be it further,

Resolved, that the standards, rules and regulations confirmed, reconfirmed, adopted, augmented or clarified by this RESOLUTION shall be effective immediately upon being made available to the Owners and Members.

Adopted by the Haile Plantation West Board of Directors at its meeting on this 15 day of April, 2009.

David Nye, President

Michael Shannon, Secretary

ADDENDA

HPW ASSOCIATION

RULES AND REGULATIONS

Resolve that The HPW Master Declaration of Covenants and Restrictions; Article X, Section 4, Restrictive Covenants, empowers the HPW BOD to create, promulgate, and enforce additional "Rules and Regulations" relative to the HPW Master Declaration.

Addenda 13 and 14 are presented for adoption to supplement HPW Rules and Regulations, Items 1-12 adopted April, 2009:

Item 13: HPW Master Declaration, Article XV, Section 2b, outlines and requires specific procedures regarding Covenant violations. Violations are subject to a notification process, and a procedural timelir for abatement of said violation. However, in certain instances, the violation (on private property or common area) may be so extreme that the immediate first phase of the CC abatement process is rendered moot. As a result, collaboration between HPW CC and ARB is required.

Upon discovery of this type violation, the CC and ARB will discuss and determine proper course of action, which would include one of the following:

- processing by CC as outlined in the Master Covenants, Article XV, Section 2b, or
- referral to ARB to determine, with Owner, a plan and timeline for mitigation. Owners failure to adhere to plan and timeline, per established ARB guidelines, will result in return to CC for continuation of process outlined in Master Covenants, Article XV, Section 2b.

Item 14: Long-term violations (beyond one year), heretofore unreported, will be submitted to the CC fc review per guidelines in Article XV, Section 2a-b. Relevant factors to be considered in these cases include: violation severity, length of time violation has been occurring, Owner's previous total violation record, and response of Owner during CC hearing.

Upon approval, Addenda 13 and 14 will be effective immediately and will be issued to the Owners to supplement Items 1-12 adopted April, 2009.

President	Secretary
3/27/12	3/27/12
Date	Date