

# WELCOME TO THE PLUMS

An easy reference guide to the Plum Harbor Community

*Plum Harbor  
Home Owner  
Association*

# PLUM HARBOR HOMEOWNER ASSOCIATION

Dear New Neighbor,

Welcome to the Plum Harbor Community!

We hope that you will become an active member of our community and join your neighbors in keeping it safe and beautiful.

We have learned over time that homeowners who are new to our community do not always have the right information about what it means to belong to an HOA and, in particular, what it means to belong to the Plum Harbor HOA.

To get started on the right foot we have put together this booklet that explains the rules and regulations that are used on a regular basis as well as those items that have been misunderstood in the past.

To begin with, you as a homeowner are one of many with a stake in the community. The Plum Harbor community has 290 homes. There is a Board of Directors that consists of 5 homeowners who volunteer to help run the community on your behalf and with the help of a Property Management Company. The Board of Directors holds a regular board meeting once a quarter. The board may call a Special meeting when necessary. All meetings are open to members of the community and are held at the main pool. Meeting times vary from year to year. Meeting notices are posted at the entrances 2 days prior so that you have ample time to arrange to attend.

Plum Harbor is one of two communities in The Plums. The other community is called Plum Bay and consists of 217 single family homes. Plum Bay has its own Board of Directors and uses the same Property Management company to conduct business.

Finally, there is the Plum Master HOA with its own Board of Directors. There are six members of the Master board consisting of 3 members from the Plum Bay board and 3 members from the Plum Harbor board. The Plum Master board is responsible for caring for all of the Master property which consists of the pools, the playground, the tennis court, the lake, the wall on Nob Hill, the wall between the two communities and all of the common ground.

We hope you find this booklet helpful and encourage you to participate in your community.

Sincerely,  
The Plum Harbor Board of Directors

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## **PROPERTY MANAGEMENT COMPANY**

The Plums employs Lindsay-Taylor Property Management to administer the day to day business of the community. All inquiries about anything pertaining to the community should be directed to the property manager at 954-747-3255. Ask for Scott Taylor or Amanda Taylor. You can visit their website at [www.ltproperties.net](http://www.ltproperties.net).

## **COMMUNITY WEBSITE**

Please visit the website to read about what is happening in our community. There is information posted that may answer some of your questions as well as forms and guidelines you might need. There is also a way to chat with your neighbors. Check it out.

At closing, you should have received a copy of the Covenants and Easements which include a copy of the Bylaws governing the community. If you have not, please visit the community website at [www.plumharborplumbay.com](http://www.plumharborplumbay.com) to download a copy.

The Plums also has a face book page!

## **COMMUNITY SOCIAL COMMITTEE**

Plum Harbor organized a Social Committee a few years ago to conduct Community Garage Sales and award prizes to the best decorated homes for Halloween and Christmas. We have since had to abandon those activities because we are short of people. We would like to resume those activities because we think it is a good way to bring the community together. If you are interested in volunteering, please notify the Property Manager and someone will contact the board.

## **BOARD OF DIRECTOR MEETINGS**

As explained in the welcome letter, the boards meet once a quarter. The day may vary depending on the availability of the directors, however notice of a pending meeting will be placed at the entrances to the community on Nob Hill Road and on 94<sup>th</sup> Street 48 hours prior to the meeting. There are no meetings of any of the boards during the month of August. Occasionally a board might call a Special meeting between regular meeting times if necessary.

## **BOARD OF DIRECTOR MEETINGS**

### **Budget**

The Board of Directors for each community is responsible for creating an operating budget for the community. The budget meetings are held during the first week of December and are announced with sufficient notice so that you can attend.

The proposed budget is distributed, by mail, to each homeowner 14 days prior to the meeting. The proposed budget will and must, by law, contain the expense line item, the amount that was budgeted for the current year, the expenditure for the current year and the proposed budget for the coming year.

Each homeowner is encouraged to review the budget carefully and attend the budget meeting. If there is an increase in the assessment by 5% or less, the proposed budget needs only to be approved by the board. If there is an increase of more than 5%, the owners must approve the budget. A vote of owner approval shall follow the HOA regulations for such meetings as described in the Declaration of Covenants and Easements. In determining the percentage of an increase, calculations will not include reserve items, items that are not anticipated to be incurred on a regular or annual basis and assessments for common property.

### **Election**

The Board of Directors is elected annually at a meeting held on the third Wednesday in January. Any homeowner can nominate themselves to be considered for election to the board. The Property Manager will send an announcement of the election and a form to fill in if you wish to be considered for election. The form is also on the website under the “document” section. The form containing your information will be distributed to all homeowners.

You can also nominate yourself from the floor on the evening of the meeting giving a short resume of your qualifications. Board elections can only take place if a quorum is achieved at the election meeting. A quorum will consist of 34% of homeowners eligible to vote. If there is no quorum and therefore no election, the sitting board will roll over to the coming year and continue their service.

## VOTING

Only the owner of a lot shall be eligible to vote. If the lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all owners of record.

- If a lot is owned jointly by a husband and wife, they may designate a person to vote by a certificate as above or they may do one of the following:
  1. If both are present at a meeting but unable to concur on a decision, they will lose their right to vote on that subject at that meeting and they will not be counted for purposes of a quorum either.
  2. If only one is present, the person present will be counted for purposes of a quorum and may cast the vote for the lot.
  3. If both are present at the meeting and concur, either may cast the vote for the lot.

## ASSESSMENTS

**Common Assessment** is commonly referred to as your monthly HOA fee and is used exclusively to pay Common Expenses. Common Assessments are due on the first of each month and no later than the 15<sup>th</sup> of the month.

Assessments received later than the 15<sup>th</sup> will incur a \$25 late fee which may be waived one time only for special circumstances.

**Individual Assessment** is one that can be imposed on a homeowner if they or any of their family, tenants, guests or invited persons damage common property or property within the lots due to negligence or failure to fulfill any obligation of the homeowner that is contained in the Declaration of Covenants and Easements. This assessment can be in addition to any fine imposed on the homeowner.

**Special Assessment** is one that the board may consider for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a structure or capital improvement upon the Common Properties for defraying expenses not originally budgeted including shortfalls in the budget.

**Master Assessment** is an assessment that is included in your common assessment to pay for the maintenance of the common properties.

## **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION**

The Association is defined as each homeowner in Plum Harbor.

When you bought your home, you became a member of the Association so when we use the term Association we are speaking of you and your neighbors. You may have been told by the seller and/or the relator that the “Association covers everything”. That is a very broad and inaccurate statement and you should fully educate yourself as to who is responsible for what.

Many new owners are under the assumption that their monthly HOA fees pay for everything from soup to nuts only to find out that there is more to it than that. The monthly fee pays for exactly what the budget says it pays for. No more and no less. If you do not have a copy of the current budget, request one from the Property Manager.

The Association has an obligation to the homeowner to provide certain maintenance and services on the lots and to the homeowners as and when deemed necessary and appropriate by the board. The most common of these services are listed below.

- Maintenance and care of the landscaped areas including front yards, side yards, rear yards and garden areas (if any) which include lawns , trees, shrubs, hedges, bushes and other planted material provided it was installed by the builder or if not, approved by the board. **That means if you add any plants or shrubs you must first get it approved by the board if you want it to be taken care of by the maintenance company. If you do not get approval, then you will be obligated to care for it yourself.** Any trees added to the property by the previous or current owner must be maintained by the owner regardless of board approval of plantings. No trees are to be planted without the written permission of the board on any property. Trees are costly to maintain and unrestricted planting drives the maintenance fees up for every member.
- Irrigation of the lawns and shrubs.
- Painting and non-structural, cosmetic maintenance of the exterior surfaces of walls including front, rear and side doors and framing or casings thereof.
- Structural maintenance, repair or replacement of roofs.
- Painting of gutters and downspouts (when painting the exterior)
- Provide insurance on the buildings.

The insurance provided by the Association covers replacement of the roof and the exterior walls up to and including the interior dry wall only that has been caused by a qualifying event including but not limited to named storms, fire, things falling from the sky, etc. It does not cover damage caused by normal wear and tear or improper maintenance of the unit or the lot. It does not cover interior partition walls, kitchen and bathroom fixtures, flooring and wall coverings, windows and screens, sliding glass doors, interior doors or any personal property including but not limited to furniture, lighting, fans, clothing, electronics, etc.) **You will need an HO6 policy to cover those items not insured by the Association.**

The Association is also obligated to,

- provide maintenance of any and all sidewalks, access ways and pathways throughout the Common Property. That does not include the walkways or driveways on your lot,
- pay ad-valorem and commercial personal property taxes if any,
- operate the Common Properties in accordance with the rules,
- enforce all covenants, restrictions and easements affecting the property,

- conduct the business of the Association,
- purchase Insurance, (see insurance information below)
- perform all management, operation and maintenance of the property delegated by the Master Association if any,
- authorize services if needed, such as lighting of roads, sidewalks and pathways, fire protection and prevention, garbage and trash collection, conducting recreational, craft and/or cultural programs of interest to the owners,
- provide protection and security as deemed necessary,
- maintain commonly metered utilities and utility facilities and buildings or other structures situated on the common properties,
- Provide necessary landscaping and gardening to properly maintain and replace as necessary the trees, plants, grass and other vegetation on the Common Property.

The foregoing is most but not all of the obligations of the Association. For further details see Article 5 and 9 of the Declaration.

## **MAINTENANCE OBLIGATION OF THE HOMEOWNER**

It is the duty of the homeowner, at his/her sole cost and expense, to maintain, repair, replace and restore the lot including improvements located thereon in a neat, sanitary and attractive condition provided it is subject to the owner's control. In the event any portion of the lot falls into disrepair or is not properly maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association has the right to correct the condition and to enter upon the lot to make repairs or perform maintenance provided the owner is given 15 days prior written notice. Cost of such maintenance and repair will be assessed against the homeowner.

The Association is NOT responsible to repair or replace damage to stucco on the outside of the building regardless of the reason for the damage.

In simple terms this statement means that the homeowner is solely responsible for the maintenance and repair or any damage to the unit and lot caused by normal wear, tear and age. Electrical repairs, plumbing repairs and

structural repairs inside and outside of the unit is the responsibility of the owner with the exception of the maintenance items listed as obligations of the Association.

## COMMON PROBLEMS IN THE COMMUNITY AND ANSWERS TO MOST ASKED QUESTIONS

### Water Main Breaks and Water Pipe issues.

There are some common problems affecting the community now that it is ageing. All of the trees that were planted by the builder have reached maturity. Most of these trees have shallow root systems running along the surface or just under it. These roots have caused many water mains and water pipes to be damaged or to break. If a water main or pipe breaks on the street side it is the responsibility of the City of Tamarac to repair it. If a water main or pipe breaks on the house side, it is the responsibility of the homeowner to repair. **Find out where your shut off valve is and if you have a break make sure to shut it the water off at the main. If you are unsure what to do, call the Property Manager who will attempt to reach our maintenance man to turn off the main.** We have found that the cause of the breakage could be tree roots or large chunks of rock or coral. Regardless what the cause, the repair is the owners responsibility. Unfortunately, the builder elected to group the water meters for the townhouses at the end of a row and the City approved it. That is a very unfortunate situation for the homeowner. Many of these groups of water mains are surrounded by trees with roots that may have caused the damage. The tree or tree roots that caused the problem might be on your neighbor's property, but it is still your responsibility to make the repair. You may experience a break in your pipe that runs under your neighbor's driveway. Unfortunately, that is how things were allowed to be built and the Association has no control over it.

### Dead Grass and Shrubs

Some homes cannot keep a blade of grass growing due to tree roots spreading all over the yard and because the tree canopy is so large it blocks sunlight. The Association does not budget for landscape replacement on lots and each homeowner has the responsibility of making their lot look nicely landscaped. Any changes to the landscaping must be reviewed by the architectural review committee before work begins. ACC forms are available at the Property Managers office or on The Plums website. If you dig to install or remove plants, you must be careful not to break the irrigation lines. If you break it, you will need to fix it or call the Property Manager and report the break. They can arrange to repair it, but the cost will be placed on your account.

### **Fence Maintenance**

You are expected to maintain, clean and repair your own fence. If you wish to install a fence, you must apply for permission using an ACC form. Someone from the board or the Property Manager will inspect the proposed location prior to digging the holes. There are irrigation lines, water pipes, gas and other utility lines throughout the community that must be marked before any digging begins.

### **Pets**

Each household is restricted to 2 pets only. If you own a dog, you are expected to clean up after it. There are sanitation stations located throughout the community. These stations are emptied twice a week. Do not put dog waste down the storm drain. The storm water goes into the lake and we use the lake water to irrigate the community. Enough said about that.

It is required that you walk your pet on a leash. You are also expected to control your pet and not allow it to be a nuisance to your neighbors. You should not leave your pet unattended in the garage or in the yard during the heat of the day. We encourage our residents to keep a watch for mistreatment of animals and to report it to Animal Control.

### **Parking**

Overnight parking on the street is not permitted. If there is no room in the driveway for a guest, please ask them to park in one of the guest parking pads. Do not park on the grass because you may break an irrigation pipe. If you park on the street overnight your vehicle will be towed.

As of Sept. 15, 2016, Plum Harbor has employed a towing company who will tow vehicles parked overnight. Any time between midnight and 6 AM will be considered overnight.

You cannot park commercial or recreational vehicles in your driveway or in the guest parking pads. If you must park a restricted vehicle, you may ask for special permission to keep it in the parking lot at the main pool. Permission for special circumstances can be granted for a limited time. Please call the Property Manager if the need arises.

Do not park in fire lanes. All fire lanes are clearly marked. Vehicles parked in fire lanes are subject to towing without notice.

### **Garbage and Garbage Cans**

You are expected to keep your garbage cans out of view from the street when they are not on the curb for collection days. Garbage and Recycle cans that are not put away either behind your fence, in your garage or out of sight after pick up days. This is also a City ordinance and failure to comply might result in a fine from the City. Cans that are not properly stored as described above may be removed for safekeeping as there have been some theft reported and you will have to call the property manager to have them returned to you. You are permitted to put garbage, recycle and bulk out on the curb the night before pickup and no sooner. Garbage is picked up on Tuesday and Friday. Recycle is picked up on Friday and Bulk is picked up on Tuesday. Yard trash is considered garbage and can be put in the can with the green lid for pick up both days. If you are putting out tree limbs or branches, you are required to bundle them and place them on the curb with the garbage. Permission for special circumstances can be granted for a limited time. Please call the Property Manager if the need arises.

### **Satellite Dishes**

If you install a Satellite Dish it must be placed on the side of your unit no more than 5 feet from the back or on the back of your unit. No cables or wires should be visible or strung across the front of the unit. Before you install a satellite dish you must submit an ACC form available on the website or through the Property Manager.

### **Paint**

If you want to touch up the paint on your unit, call the Property Manager who will give you the color name and number and you can purchase it at any Sherwin Williams store or from UCI Paints 954-581-6060 (mention the Plum Harbor project when speaking to UCI). Remember paint fades over time and the touch-up might not match exactly.

### **Signs**

You are not permitted to put advertising or political signs in your yards. For Rent or For Sale signs must be approved by the board. If you want to put one of these signs in your yard call the Property Manager for advice on the type of signs that are permitted.

### **Home Businesses**

You are not permitted to operate a business out of your home, except that an Owner or occupant may conduct business activities in the unit provided the existence of the business is not apparent or detectable by sight, sound or smell and it conforms to all governing zoning requirements. The business cannot cause a disruption in the normal activities of the community. For further restrictions see Article 10.16 of the Declaration

### **Solicitation**

There is no soliciting allowed in the community. It is not always easy to enforce this rule so we ask that you discourage door to door solicitors and ask them to leave the property. You can take their business cards and then call the Property Manager to report them. The Property Manager will alert the business owner about the no soliciting rule in our community.

### **Renting**

You are permitted to rent your unit provided you make an application to do so. Applications are available on the website. Failure to make application will result in eviction proceedings being carried out against the tenants and fines imposed on the owner.

### **Mailboxes**

If the lock on your mailbox breaks, you are responsible to report it to the post office and pay for the repair. You can notify the Tamarac US Post Office located at 7875 57<sup>th</sup> St., Tamarac, FL, phone is 954-722-4476.

## **DELINQUENT ACCOUNTS**

The HOA fees you and your neighbors pay go towards day to day operating expenses of the community and to the reserve accounts to fund long term expenses like painting and roof replacement. The following will explain the procedures that the Association employs to cure delinquent accounts and is offered for the purpose of understanding only.

Your HOA fee is due at the beginning of each month. Failure to pay the HOA fee by the 15<sup>th</sup> of the month will result in a \$25.00 late fee automatically charged to your account. If the fee has not been received by the last day of the month it is due, you will be sent a reminder letter by the Property Manager giving you the balance due which

will include the late fee. You will get a letter at the end of each month that you fail to make your HOA payment. You will be asked to contact the Property Manager to make payment arrangement in each notice. If you miss 3 payments and do not call to make payment arrangements, your account will be sent to our attorney to begin collection proceedings. A lien will immediately be placed on your property and the Association will begin foreclosure proceedings against you. Your account will be charged for all attorney fees in this process.

If you are renting your unit and fail to make your HOA payment, we will ask our attorney to petition the court to allow the Association to collect the rent from your tenant until the balance has been settled.

## **MISCELLANEOUS INFORMATION**

### **Rules and Regulations**

The following pages contain a summary of The Plum Harbor Rules and Regulations adopted at the Board of Directors meeting of April 21, 2010.

### **Declaration of Covenants and Easements and By-Laws of Plum Harbor HOA**

You are encouraged to become familiar with the Declaration of Covenants and Easements and the By-Laws of the Plum Harbor Home Owner Association. There is a copy on the website and you should have received a copy at closing.

### **HOA Payment Coupon Book**

You will receive your HOA payment coupons in the mail about 2 weeks after closing. If you do not receive them, please call the Property Manager. Not getting your coupon book is not an excuse for failure to pay. You can mail your HOA fee to the Property Manager at the address mentioned elsewhere in this document. Put your street address in the memo part of your check to ensure your payment is correctly applied to your account.



# PLUM HARBOR HOA RULES AND REGULATIONS

## USE OF UNITS AND COMMON ELEMENTS

1. The entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from the property; nor shall any carts, carriages, chairs, tables, bicycles or other similar objects be stored thereon. The common elements are all areas outside your home maintained by the association.
2. The personal property of owners must be stored in their respective units. This includes sports equipment, such as basketball goals and soccer nets, trash cans/recycle bins, barbeque grills, chairs, hoses, newspapers, mail, telephone books and like articles are to be brought into the residence or disposed of.
3. No trash or garbage cans, supplies, water bottles, or other articles shall be placed or left on the Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces, or association property.
4. Unit owners shall exercise due consideration at all hours in the operation of radios, televisions, musical instruments, or any other items to ensure that the sound will not disturb others.
5. Barbecuing shall not be permitted on patios. All barbecuing must be done at a minimum of ten (10) feet from the building.
6. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any unit, its adjacent yard area or on the Common Elements except for five (5) gal. propane tanks and those substances used for normal household use.
7. Unit owners may transfer or lease their units subject to the following requirements:
  - A. All unit owners must apply to the property management company for a rental agreement.
  - B. All leases shall provide that the right of the lessees to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations.

- C. Unit owners who have violations filed against them will not receive rental approval until the violations is cleared.
  - D. Unit owners who are delinquent and wish to rent their property are advised that the association will seek legal authority to sequester the rent until such time as full payment of delinquent funds is received.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed without the prior written approval of the Board of Directors. Application must be made through the property management company.
  9. Owners or tenants who are moving in or out of the community must do so between the hours of 8:00 a.m. and 9:00 p.m.
  10. All door-to-door commercial solicitation is prohibited. Placing of materials on or under unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be reported at once to the Property Manager.
  11. It is prohibited to litter or cause debris to be put on the Common Elements.
  12. For Sale or Rent signs must be approved by the Board or Property Manager prior to being placed on the property.
  13. No owner shall make or permit
    - (i) any loud or disturbing noises of a continuing nature,
    - (ii) any emanation of unpleasant odors, or
    - (iii) any other nuisance or annoyance by himself, his family, employees, visitors, agents, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts, or conveniences of the other owners.

## VEHICLE RULES

1. Vehicles should be parked so as not to obstruct the spaces for other vehicles. No vehicle may be parked on the unit owner's lawn or common property. Repair of the irrigation system caused by unlawfully parked vehicles will be for the account of the unit owner. No vehicle may be parked so as to obstruct egress or ingress to the street on which it is parked. Vehicles found to be in violation will be subject to immediate towing at the expense and risk of the owner. Overnight parking shall be permitted only in designated spaces and with approval.
2. Vehicles which cannot operate under their own power and remain on the property for more than seventy-two (72) hours shall be towed at the owner's expense. All vehicles must have a current registration. No repair of vehicles shall be made on the property. Drainage of any automotive fluids in the Common Elements is prohibited. Car washing is allowed only in the unit owners' driveway. No commercial vehicle, boat, mobile home, camper or trailer shall be allowed on the property overnight.
3. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or the violation condition corrected, the Board may have the offending vehicle towed at the expense and-risk of the owner of the vehicle-No vehicles shall be parked with "For Sale" signs except for those attached to the interior sides of the window of their vehicle.
4. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
5. No signs, initials, number, storage containers, or any other additions or alterations to parking space may be painted, displayed or erected by any owner.

## PET GUIDELINES

A. Pet Categories. Pets shall be categorized as follows: Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, rats and mice, and creatures normally maintained in a terrarium. All ordinary house pets are permitted, subject to the guidelines in this resolution.

B. Unusual house pets shall include without limitation, those animals not generally maintained as pets, such as large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds, and other creatures other than those listed in subsection A above, or not maintained in a terrarium or aquarium. Unusual house pets are prohibited.

1. The number of ordinary house pets, excluding caged birds or those in a terrarium or aquarium, is not to exceed two (2) per unit.
2. All dogs and cats must be walked on a leash and in full control by their owners at all times.
3. Dog excrement must be picked up and may not be deposited on or within the common area.
4. Pets shall not be left unattended outside the unit.
5. Pet owners are responsible for any property damage, injury, or disturbance their pet may cause or inflict.
6. Commercial breeding of pets within the Association is prohibited.
7. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
8. Every female pet, while in heat, shall be kept confined in the unit by its owner in such a manner that she will not be in contact with another pet nor create a nuisance by attracting other animals.
9. No owner shall inflict or cause cruelty in connection with any pet.
10. The feeding of wild animals, such as ducks, is prohibited.

## ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

1. All exterior additions, modifications, decorations, or alterations must be reviewed by and have written approval given by the A.C.C.
2. Exterior additions, modifications, decorations, or alterations , while not limited to, do include the following: light fixtures, house numbers, plants and trees, paver blocks and tiles, statues, arbors, bird baths, gutters, hurricane shutters, fences, window air conditioners, and satellite dishes.
3. No window air conditioning units will be approved.
4. Permanently installed hurricane shutters (accordion type) must be white in color.
5. The installation of satellite dishes or antenna are considered exterior alterations and must be approved in advance by the A.C.C. Satellite dishes are limited to two (2) per residence. They must be attached to the rear façade. Exposed cables will not be allowed on the front and side facades. Cables may be run under the fascia boards out of sight.
6. The committee will require the submission of plans and specifications showing the materials, color, structure, dimensions, and location of the proposed alteration in sufficient detail to assure compliance with the criteria established for approvals. Owners can contact the Property Manager for information regarding submission requirements.
7. Type and material of fences, if permitted, must have prior written approval of the A.C.C.
8. Metal or aluminum roofs shall not be approved in the Association.
9. The minimum criteria for approval shall include and require minimum of the following:

- (i) Uniformity of type and design in relation to existing improvements.
  - (ii) Comparable or better quality of materials as used in existing improvements.
  - (iii) Uniformity with respect to color, size, and location.
10. The A.C.C. shall approve or disapprove the request within forty-five (45) days from the receipt of all requested submission plans and materials by management. In the event the A.C.C. fails to approve or disapprove said request in writing within forty-five (45) days after submission plans and materials have been received, approval will be automatically given. It is imperative that no changes are made until such time as you are in receipt of written approval by the A.C.C.

Please refer to the Declaration of Covenants, Restrictions, and Easement for Plum Harbor.

The Board of Directors reserves the right to amend or alter these Rules and Regulations at any time.