



WOODFIELD PROPERTY OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

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1. Introduction. Each Owner, tenant, guest or invitee is required to observe, and comply with, these Rules & Regulations, which have been promulgated and approved by the Board of Directors (Board) of the Woodfield Property Owners Association, Inc. (Association). These Rules & Regulations are specifically enforceable by injunction or otherwise; and have the effect of covenants as set forth in the Governing Documents.

Most, but not all, of these Rules & Regulations are associated with requirements already set forth in the Declaration for Woodfield or Florida Statutes. In such instances, the requirements set forth in this document are annotated with a reference to the appropriate section of the Declaration or Statutes. Some Rules & Regulations are not set forth in the Declaration, but have been adopted by the Board, consistent with the powers granted to it in Paragraph 6.1.2 of the By-Laws of the Association.

The Board may, from time to time, modify or amend these Rules & Regulations. Any such modifications or amendments will be consistent with, or more conservative than, the provisions of the Declaration, and will be effective upon approval by the Board.

As these Rules & Regulations may not cover all requirements in their entirety, Owners and residents should also be familiar with requirements contained in the Governing Documents.

2. Defined Terms. All initially capitalized terms are intended to have the meanings set forth in the Declaration unless otherwise defined herein.

2.1 Governing Documents. The Governing Documents include the Declaration for Woodfield (Declaration), Articles of Incorporation (Articles), By-Laws, Rules & Regulations, Architectural Control Committee (ACC) Guidelines & Standards, and the Florida Statutes (FS).

3. Requirements.

3.1 Age of Residents. (Declaration 25.1, 25.4) At least eighty percent (80%) of the Homes must be occupied by at least one (1) person fifty-five (55) years or older. Persons under the age of eighteen (18) are not permitted to be permanent occupants of any Home. However, persons under the age of eighteen (18) are permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Association is responsible for maintaining age records on all occupants of Homes, and may periodically require occupants to produce copies of documents containing reliable birth date information.

3.2 Alterations and Modifications. (Declaration 13.1, 19.7, 19.9) Material alterations or modifications to a Home, or material changes in the appearance thereof, may not be made without prior written approval of the ACC. This includes repainting the exterior of a Home, and material landscape modifications. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to previously existing improvements or the plans or specifications previously approved by the ACC are subject to approval of the ACC in the same manner as required for approval of original plans and specifications. Architectural Change Request forms may be obtained at the POA desk in the Clubhouse, or downloaded from the property manager's website.

3.3 Animals. (Declaration 13.2) All pets must be registered with the Association. Pet Permit Applications are available in the Clubhouse. Owners may keep domestic pets as permitted by Indian River County

ordinances up to a limit of three (3) domestic pets or animals per Home, as long as such pets or animals do not constitute a nuisance, and are not raised, bred or kept for commercial purposes. Pit bulls and other dangerous animals (as determined by the Board), reptiles, and animals normally considered livestock or farm animals are not permitted. Pets may be kept or harbored in a Home only so long as such pets do not constitute a nuisance. A determination by the Board that a pet being kept or harbored in a Home is a nuisance is binding on all parties. When notice for removal of any pet is given by the Board, the pet must be removed within forty-eight (48) hours of the giving of such notice. Pets or animals may not be "tied out" on the exterior of a Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. Dog runs and enclosures are not permitted on any Home. All pets must be walked on a leash, and are only permitted outside a Home while on a leash. The person walking the pet or the Owner must clean up all matter created by the pet. Each Owner is responsible for the activities of its pet. Dog houses and kennels are not permitted.

3.4 Artificial Vegetation. (DEC 13.3) Artificial grass, plants or other artificial vegetation may not be placed on the exterior portion of any Home

3.5 Change of Occupancy. (Declaration 25.3) Owners must immediately notify the Board in writing of any proposed change in occupancy of any Home, as a result of transfer, sale, gift, lease, sublease, assignment, birth, death, marriage, separation, divorce or otherwise. Such notification must provide the names and ages of all current and proposed occupants, and any other information needed to verify the age of each occupant.

3.6 Display of Flags. (FS 720.304(2)) Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4-1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such flag displays are discussed in more detail in the ACC Guidelines and Standards. ACC approval is not required for such flag displays.

3.7 Drainage. (Declaration 15.9) Structures, landscaping, or other materials may not be placed or permitted to remain in a place which may interfere with land drainage, irrigation, or which may obstruct or retard the flow of water through Woodfield.

3.8 Extended Vacations and Absences. (Declaration 13.16) In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by (i) removing and storing all exterior furniture, plants and other objects; (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and provide a key to that firm or individual; and (iii) notifying Association in writing of the extended absence and providing the name and contact information of the designated caretaker.

3.9 Fencing. (Declaration 9.8.4, 13.17) No walls or fences may be erected or installed.

3.10 Firearms. (Declaration 13.31) Discharge of firearms within Woodfield is prohibited.

3.11 Front Yard Decorations. (DEC 13.10) No decorative objects including, but not limited to, bird baths, light fixtures, sculptures, statues, weather vanes, or flag poles may be installed or placed within or upon any

property, except as provided in the ACC Guidelines and Standards. Any decorative objects beyond those provided for in the ACC Guidelines and Standards may not be installed without the prior written approval of the ACC.

3.12 Fuel and Substance Storage. (Declaration 13.18, 13.45) No fuel of any kind may be stored, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces, emergency electric generators or similar devices. Flammable, combustive or explosive fuel, fluid, chemical, hazardous waste or substances are not permitted on any portion of Woodfield or within any Home, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbeque grill tanks) must be installed underground or in a manner that is screened from view by landscaping or other materials.

3.13 Garages. (Declaration 13.19) Each Home has its own garage. Carports are not permitted. Garage doors must remain closed at all times except when vehicular or pedestrian access is required, or when the garage is otherwise in use by the Owner. Screening of garage entrances is not permitted.

3.14 Garbage Cans. (Declaration 13.20) Garbage and trash must be properly deposited in garbage cans and trash containers, with lids, in accordance with the requirements for pick-up by Waste Management. Garbage cans and trash containers must be maintained in a sanitary condition, and shielded from the view of adjacent properties and streets. Garbage cans and trash containers may not be placed outside the Home for pick-up earlier than 6:00 pm on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up. Outside burning of trash or garbage is not permitted.

3.15 Grills and Cooking. (Declaration 13.9) Outside grills and barbeque facilities are permitted in the back yards of Homes. Propane, natural gas, electric or charcoal grills are permitted on rear patios and lanais, and on walkways on the side of a Home. Grill use must comply with all fire and building codes.

3.16 Holiday Decorations and Lighting. (DEC 13.10) Holiday decorations and lighting are permitted to be placed on the exterior portions of a Home from Thanksgiving until January 15th of the following year. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home). Allowable decorations for other holidays are discussed in the ACC Guidelines and Standards.

3.17 Hurricane Shutters. (Declaration 13.22) Hurricane shutters may not be left closed during hurricane season or at any other time. Permanently installed hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning. Shutters may not be closed at any time other than a storm event.

3.18 Insurance. (Declaration 14.6.1) Each Owner must obtain and maintain adequate insurance on their Home. Such insurance must be sufficient for necessary repair or reconstruction work, and related costs, or cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Home. Owner's insurance declaration page must be submitted to the Association as each policy renews. A drop box has been provided in the Clubhouse.

3.19 Landscape Maintenance. (Declaration 10.3, 13.50) Owners that have acquired maintenance responsibility for landscaping on their property through modification of builder installed landscape must maintain that landscaping to the community standard and on the community landscape maintenance schedule. Owners must also allow the community landscape contractor to maintain their landscape in a trimmed condition, consistent with the community standard. The community standard and schedule for landscaping activities are determined by the community landscape contractor.

3.20 Parking. (Declaration 13.4.1) All automobiles, recreational vehicles, personal street vans, and personal trucks must be parked in the garage or driveway, and not block the sidewalk. Overnight parking on any street is strictly prohibited. Exceptions for unusual situations may be authorized by the Association. Commercial vehicles and trucks or vans larger than three-quarter (3/4) ton may not be parked anywhere except during the period of a delivery or service.

3.21 Personal Property. (Declaration 13.34) Personal property must be stored within the Home. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, or Home, which is unsightly or interferes with the comfort and convenience of others.

3.22 Prohibited Vehicles. (Declaration 13.4.3) Commercial vehicles, limousines, trailers (boat trailers, house trailers, and trailers of every other type, kind or description, or campers) may not be kept within Woodfield, except in the garage of a Home. The term commercial vehicle does not include law enforcement and other government vehicles, recreational or sport utility vehicles (SUVs), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Vehicles bearing "for sale" or any other commercial signage may not be parked within public view. Vehicles may not be used as domiciles or residences, either temporarily or permanently.

3.23 Sale or Lease. (Declaration 13.28, 25.2) All leases and occupancy agreements must be pre-approved by Association prior to execution and be written on forms approved by Association. All leases must contain the provision that the Association has the right to terminate the lease upon default by the tenant in observing any of the provisions of Association Governing Documents. Owners are responsible for providing their tenants with copies of all such documents at Owner's expense.

Leases, purchase and sale agreements, transfer documents or any other occupancy agreement must be in writing and signed by the tenant or purchaser. A statement that the Homes within Woodfield are intended for occupancy by persons fifty-five (55) years of age or older must be included, in conspicuous type, in any such document. Owners may not transfer any interest in a Home without the approval of the Association.

Homes may be leased, licensed or occupied only in their entirety. No fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

Homes may not be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term may be less than ninety (90) days. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom.

Each Owner is jointly and severally liable with the tenant to the Association for all costs incurred by the Association for repair of any damage to Common Areas, or to pay any claim for injury or damage to property caused by tenants.

3.24 Servants. (Declaration 13.40) Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

3.25 Signs. (Declaration 13.41) Signs (including brokerage or for sale/lease signs), flags, banners, advertisements, notices or other lettering are not permitted, and therefore, may not be exhibited or displayed upon any part of Woodfield that is visible from the exterior of a Home. No sign may be placed in the window of a Home. Exceptions to the above requirements can be found in the ACC Guidelines & Standards.

3.26 Swimming, Boating and Docks. (Declaration 13.46) Swimming and boating are prohibited within any of the lakes or water bodies. No docks may be constructed within any of the lakes or water bodies within Woodfield.

3.27 Use of Homes and Commercial Activity. (Declaration 13.6, 13.47) Each Home is restricted to residential use by the Owner or permitted occupant(s) thereof. Commercial or business activities may not be conducted in any Home. However, a home business office may be maintained for Owner's personal use. Customers and clients are not permitted to meet with Owners in Homes. Owners may not actively engage in any solicitations for commercial purposes. Day care centers or facilities may not be operated out of a Home. Garage sales are not permitted, except as approved by Association.

3.28 Vehicle Access Gates. Woodfield is a gated community, with automated lift and swing gates to control vehicular access at two locations. All residents have barcode stickers and four-digit personal codes to be used for access. Tailgating other vehicles through the open gates may well result in damage to the lift or swing gates. Therefore, residents should enter the community one vehicle at a time. Tailgating is not permitted, and could lead to a fine.

3.29 Repairs and Maintenance of Vehicles. (Declaration 13.4.2) Vehicle repair and maintenance, except emergency repair, is not permitted, except in the garage of a Home. Vehicles which cannot operate on their own power may not remain on the property for more than twelve (12) hours, except in the garage. Vehicles are not permitted to be stored on blocks, except in the garage. Tarpaulin covers on vehicles are not permitted anywhere within the public view.

3.30 Visibility on Corners. (Declaration 13.48) Obstructions to visibility at street intersections are not permitted. Vehicles, objects, walls, hedges, shrubs or other plantings are not permitted on corner Lots where such obstructions would create traffic problems.

3.31 Weeds and Refuse. (Declaration 13.50) Weeds, underbrush and other unsightly growth are not permitted to be grown or remain upon any Home. This includes weed growth between driveway pavers. Refuse and unsightly objects may not be allowed to remain.

3.32 Wetlands Conservation Areas. (Declaration 10.10.3, 10.10.4, 10.10.5, 10.10.6, 13.52) Owners or other persons are not permitted to take any action or enter onto preserves, wetlands, and/or mitigation areas so as to alter them from their natural state or otherwise adversely affect them. Native vegetation (including cattails) that becomes established within the wetland conservation areas is not permitted to be removed. Removal includes dredging, application of herbicides, cutting, and the introduction of grass carp.

Activities prohibited within the conservation areas include, but are not limited to, the following:

- ❖ Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- ❖ Dumping or placing of any materials or trash, waste, or unsightly or offensive materials;
- ❖ Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance or exotic plant species;
- ❖ Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface;
- ❖ Diking or fencing;
- ❖ Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- ❖ Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation;
- ❖ Acts or uses detrimental to such aforementioned retention and maintenance of land and water areas; and
- ❖ Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

3.33 Window or Wall Air Conditioning Units. (Declaration 13.53) Window or wall air conditioning units may not be installed in any window or wall of a Home.