



GLENLAKES

**A Deed Restricted
Community**

REFERENCE GUIDE

**Rules and Regulations of the
GlenLakes Master
Homeowners Association**

Revised November 2019

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Article I **Definitions**

The following terms used in this booklet shall have the meanings set forth below:

1. Articles or Articles of Incorporation shall mean the Articles of Incorporation of GlenLakes Homeowners Association, Inc., as filed with the State of Florida.
2. Association shall mean GlenLakes Homeowners Association, Inc., a Florida non-profit corporation, its successors or assigns.
3. Board or Board of Directors shall mean the person(s) elected to be on the Board of Directors pursuant to the Articles and who are thereby responsible for management and operation of the Association.
4. Occupant means any person occupying all or any portion of a Dwelling Unit or other property located within the Premises for any period of time, regardless of whether such person is a Tenant or an Owner.

Capitalized terms used (but not defined) in this booklet shall have the meanings given to such terms in the Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Master Declaration"). Other terms used in this booklet shall have their generally accepted meanings.

Article II
GlenLakes Master Homeowners
Association
Rules and Regulations

When closing on property in GlenLakes, each property owner is provided a copy of and agrees to abide by the Master Declaration. The Master Declaration establishes, often in broad terms, certain restrictions in the manner in which you are permitted to use your Lot and the various Common Areas in GlenLakes, and it authorizes the Association to promulgate rules and regulations providing more specific guidance on the dos and don'ts of GlenLakes. The Master Association has done so, and the rules and regulations it has adopted are set forth below. Please note that this list is intended only to supplement (and, in some cases, reiterate) the restrictions contained in the Master Declaration, and does not change, supersede or replace those restrictions.

Each property owner, and the owner's tenants, guests, and invitees, are bound by the Master Declaration and the Rules and Regulations of GlenLakes. The Board of Directors and Association have the right to promulgate additional rules and regulations; this right can be found in the governing documents of GlenLakes.

The Association will strictly enforce all provisions of these Rules and Regulations from their effective date forward. Whether or not a restriction contained in these Rules was strictly enforced in the past, it shall in no event be deemed a waiver of the right to do so thereafter. You may not conclude that the existence of a past violation in the community allows you to commit the same or a substantially similar violation of the Declaration.

Article III Committees

Section 1: Architectural Control Committee

Pursuant to Article VIII of the Master Declaration, the Architectural Control Committee (the "ACC") is the final authority on all architectural control issues in GlenLakes.

Section 2: Architectural Review Committee

The Architectural Review Committee ("ARC") has been established for the purpose of assisting the ACC in ensuring compliance with the architectural control provisions of the Master Declaration and of the rules and regulations established from time to time by the Association. To that end, the ARC has been empowered to review and approve or disapprove homeowner requests to make changes to the exteriors of their Dwelling Units and their Lots.

All Owners must submit an application to the ARC which includes written plans and specifications showing the nature, kind, shape, height, materials, color and location of any exterior addition or change. Owners must receive the written approval of the ARC (in the form of a letter, meeting minutes, or via the Association's website) prior to commencing **any exterior change** or addition to a Dwelling Unit or Lot, including but not limited to any exterior painting, screen enclosure, or landscaping change.

If any homeowner fails to submit an application to the ARC, and/or commences any building or exterior change or alteration to any Dwelling Unit or Lot prior to receiving written ARC approval of the submitted application, or otherwise fails to comply with this rule in any manner, the Community Association Manager will send the violating homeowner a Fine/Suspension Notice. No initial violation notice will be provided. See Article V, Covenant Enforcement Policy, for further details.

Any work approved by the ARC must commence within 90 days after the date of approval by the ARC. If the work does not commence within 90 days after the ARC's approval, the ARC's approval expires and the Owner must submit a new application for review to the ARC.

Additionally, the CEC has the responsibility and authority to cite any Owner who makes a change to the exterior of his or her Dwelling Unit or Lot without first receiving the approval of the ARC (see Covenant Enforcement Policy.) The ARC may also require the Owner to remove or reverse the change at the Owner's expense.

Forms are available at the office of the Community Association Manager or if you are a social member also on www.glenlakes.com (click on the Association link) for your use in applying to the ARC for approval of exterior changes.

NOTE: All completed applications must be received by latest NOON on THURSDAY prior to the scheduled ARC meeting. All applications received after this time will be considered at the next meeting.

Section 3: Independent Homeowner Associations

In certain sections of GlenLakes, Homeowners Associations have been turned over to the homeowners, who may establish their own architectural control committee. However, they do not have the authority to alter the architectural control provisions of the Master Declaration or the Rules and Regulations adopted by the Association, and their decisions are subject to the final authority of the Master Association.

Section 4: Appointments

The Board of Directors of the GlenLakes Master Homeowners Association makes all appointments to the Architectural Review and Covenant Enforcement committees, and any future committees the Association deems necessary to conduct business.

Appointments are as follows:

1. Committee appointments will serve at the pleasure of the Board.
2. The Board of Directors will appoint a committee chairperson, if applicable.
3. The Board of Directors will make every effort to ensure members sit on only one committee but in no event shall there be a prohibition on the same person serving on more than one committee.
4. The Board of Directors in its sole discretion may remove any committee member with or without cause.

Article IV Prohibitions Restrictions/Limitations

A violation of any provision of Article IV shall be enforced pursuant to the Covenant Enforcement Policy as set forth in Article V below, or as otherwise permitted by law.

Section 1: Architectural Changes Requiring Approval

- A. In conformance with the Master Declaration and Chapter 720 of the Florida Statutes, and as set forth in Article III, above, all exterior changes must be pre-approved by the ARC. In particular, note the following:
- i. **No exterior changes** shall be made to any Dwelling Unit or Lot, including but not limited to paint, tiles or roofing materials, driveways, walkways and other concrete surfaces, flags, pots, and landscaping, without the prior approval of the ARC, including the application of paint or other materials in the same or a similar color. Owners must provide color sample(s) and a color scheme showing the proposed body, trim, garage door, and front door colors with the application. In the Estates and the Villas, homes shall not be painted the same color as the adjacent home. The Master Association requires that Villas owners submit to the Association additional verification that the proposed painting contractor or roof cleaner maintains adequate worker's compensation and liability insurance; this verification is mandatory in order for the homeowner reserve account to be reimbursed. The ARC may also require that an Owner paint a 3' by 3' sample of the proposed body and trim paint colors on the side of the home for review. See Section 2, below, for additional rules and regulations regarding exterior painting and roofs.
 - ii. **No driveway/walkway changes** shall be made without the prior approval of the ARC. Changes that may be approved in the sole discretion of the ARC include: (i) paint and/or stain in approved colors or (ii) pavers in approved colors, design and/or style.
 - iii. **No placards** (including name placards), medallions, or initials/monograms shall be displayed on the exterior of Dwelling Units or Lots without the prior approval of the ARC. Such items must be installed at a minimum bottom height of 12 feet above ground level, and must be decorative and nondescript in nature; placards that are commercial or political in nature are not permitted.
 - iv. **Solar panels and solar attic fans** may be installed on the Dwelling Unit only with the prior approval of the ARC. Solar panels must be placed on the rear or side of the roof so that they are not visible from the front of the house.

v. Recreational equipment, including but not limited to playground equipment, swing sets, sand boxes, trampolines, tents, and fire pits or fire boxes, may be installed only with the prior approval of the ARC. The ARC may require that recreational equipment be installed in the back or the side yard, depending on Lot location and orientation. Portable recreational equipment (portable basketball hoops, kiddie pools, etc.) must be put away during the overnight hours between 7:00 p.m. and 7:00 a.m., and must be stored out of sight when not in use. Portable recreational equipment which is put away between 7:00 p.m. and 7:00 a.m. and stored out of sight when not in use does not require the prior approval of the ARC.

vi. Outdoor furniture may be placed on an Estate Lot outside of an enclosed pool cage or lanai only upon an approved patio pad and with the prior approval of the ARC. Outdoor furniture which is placed inside an enclosed pool cage or lanai is exempt from this rule.

- a) The following items of permanent outdoor furniture are permissible if approved by the ARC:
 - i. One outdoor bench not to exceed six feet in horizontal length.
 - ii. Two outdoor chairs.
- b) Tables and picnic tables are not permitted outside of an enclosed pool cage or lanai.
- c) Folding beach/camping chairs are not permitted outside of an enclosed pool cage or lanai.

vii. Hurricane Protective Equipment (shutters, etc.) must be approved by the ARC. Specifications of this equipment are:

- a) Aluminum, polycarbonate or similar material;
- b) Horizontal or vertical style;
- c) Colors must coordinate with the exterior colors of the Dwelling Unit; and
- d) For all door openings, the color of all members, slats, track and other components shall match the color of the trim or be white.

Hurricane Protective Equipment (shutters, etc.), regardless of type used, may not be put up until a Hurricane is predicted by the National Hurricane Center to be headed to our area. Generally, this is indicated by our location being included in the graphical presentation of the "Cone of Strike Possibilities" used to communicate the projected path of the Hurricane.

Hurricane Protective Equipment (shutters, etc.) may not stay in place longer than one week after the storm has passed, unless the conditions noted above are again present. If applicable, any holes in the wood or stucco resulting from the removal of the Hurricane Protective Equipment (shutters, etc.) must be filled in and touched up with matching paint when they are

removed.

Under no circumstances can Hurricane Protective Equipment (shutters, etc.) be used to secure a property in the event that the resident/owner will be away for an extended period of time, including during hurricane season. In this case, it is appropriate for the resident/owner to make arrangements with a neighbor or service company to install them in accordance with the conditions noted above.

- viii. No permanent generator** may be installed on any Lot without the prior approval of the ARC. All approved generators must be hidden from view from the street and neighboring Lots. Due to the noise, please respect the privacy of your neighbors when testing.
- ix. No decorative landscape curbing** may be installed without the prior approval of the ARC. Landscape curbing may not be greater than four inches in height. A sample of the **color** and **style** must be included with the application for approval.
- x. Decorative Lot Ornamentation**, including but not limited to statues, figurines, flower pots, benches, gazing balls, address markers, decorative signs or ornamental plaques, ornamental flags, bird baths, bird feeders, sundials, fountains, shepherd hooks, etc., require the prior approval of the ARC. The Board may pass additional guidelines and criteria regarding decorative lot ornamentation. There can be no more than 3 total items of decorative lot ornamentation, and any such items must be located in the landscape beds adjacent to the home. Bird baths cannot be more than 3 feet high and 3 feet wide; all other items of lot ornamentation cannot be more than 2 feet high and 2 feet wide. Bird baths must be a neutral color and cannot have any inside ornament. The Decorative Lot Ornamentation rule does not apply to items that are kept in an enclosed pool cage or lanai. No ornamentation, wherever it is located on the Lot, may be offensive, unsightly or constitute a nuisance to other residents. Event flags, holiday flags and seasonal flags are exempt from this rule; please see the flag rule for applicable restrictions.
- xi. Trellises** require the prior approval of the ARC. Owners must submit the color, size, style, materials and location of the proposed trellis with the application for approval. The ARC may consider Lot location and orientation and require that trellises be installed either in the side or the back yard. No more than 2 trellises may be installed on any Lot. Trellises may not be greater than 60" in height, and may not be installed more than 1 foot from the Dwelling Unit. Trellises must be either white, black, natural wood, or the body color of the Dwelling Unit. The ARC may pass additional guidelines and criteria regarding trellises.

xii. Lamp Posts and Landscape Lighting must be approved by the ARC prior to installation. The Owner must submit the **color, style** and **number** of the proposed landscape light(s) and a diagram with the dimensions and the location of the light(s) with the ARC application submitted for approval. No more than one lamppost may be placed on any Lot.

xiii. Individual water supply systems shall not be permitted on any Lot unless such system is approved in advance by the ARC and is located, constructed and equipped in accordance with the requirements of State and local public health regulations and standards. The Owner shall obtain the approval of the individual water supply system from the appropriate authorities prior to submitting an application for ARC approval.

xiv. The addition of a lanai or a similar structure to a Dwelling Unit requires the prior approval of the ARC. Attached lanais and similar structures must be enclosed with screen, including the roofs. No aluminum, metal or other solid material roofs or walls will be permitted. With the prior approval of the ARC, Estate Lots which are 100 feet or greater in width at the rear Lot line may have one detached, unscreened patio or lanai up to 20 feet by 20 feet in size, which must be ground level and cementitious in nature (i.e., finished cement or pavers). Wood or clay patios and lanais are not permitted, and docks, ramps or other similar structures extending over the water are not permitted.

xv. Garages must be attached and share a roof line with the home.

Section 2: Exterior Painting and Roofs

A. Exterior Painting of Villa Sections and Estate Sections Homes

The following standards apply to the exterior painting of Villa *and* Estate Section homes:

- i. All homeowner must submit an ARC form to gain the approval of the Committee to paint the exterior of the homeowner's dwelling. No exterior painting may be commenced without the homeowner first obtaining the written approval of the Committee. If this form is not submitted and completed in its entirety, or if the Committee requires additional information from the homeowner, the time period for the Committee's consideration of the request shall not begin to run. Only upon the submission of a completed form or the additional information will the time period for the Committee's consideration commence.
- ii. Owners must provide color sample(s) showing the proposed body, trim, quoins, medallions, garage door(s), front door(s), or other exterior decorative

feature colors with the application. The ARC may also require that an owner paint a 3' by 3' sample of the proposed body and trim paint colors on the side of the home for review.

- iii. Homes in the Villas and Estates Sections shall not be painted the same color as the adjacent homes. This will be the case even if an architectural application for exterior painting indicates that the same color or shade as the original or existing color or shade will be applied.
- iv. The paint color will be approved by the Committee only if, in the exercise of the Committee's sole discretion, the Committee determines that the proposed paint color is pleasing by virtue of its variation with, or by its congruency with, surrounding and nearby colors or design features.

B. Roof Replacement on Villa Sections Homes

The following standards apply to an application to replace a roof on a Villa Sections home *only*:

- i. All Villa Sections homeowners must submit an ARC form to gain the approval of the Committee to replace their roof. No replacement of a Villa roof shall occur without the homeowner first obtaining the written approval of the Committee. The homeowner must submit a sample of the replacement roof to the Committee. The sample must show the color and style of the replacement roof. The term "style" means the kind, shape, height, and width of the material.
- ii. The Committee will not consider or approve a submitted Villa roof if it is different than the style or material being replaced.
- iii. The roof color may be approved by the Committee only if, in the exercise of the Committee's sole discretion, the Committee determines that the proposed color is pleasing by virtue of its variation with, or by its congruency with, surrounding and nearby colors and design features.

C. Roof Replacement on Estate Sections Homes

The following standards apply to an application to replace a roof on an Estate Sections home *only*:

- i. All Estate Sections homeowners must submit an ARC form to gain the approval of the Committee to replace their roof. No replacement of an Estate Sections roof shall occur without the homeowner first obtaining the written approval of the Committee. The homeowner must submit a sample of the replacement roof to the Committee. The sample must show the color and style of the replacement roof. The term “style” means the kind, shape, height, and width of the material.
- ii. The roof color and/or style will be approved by the Committee only if, in the exercise of the Committee’s sole discretion, the Committee determines that the proposed color and/or style is pleasing by virtue of its variation with, or by its congruency with, surrounding and nearby colors, style, and design features.

D. General Provisions Applicable to All Sections

The following standard applies to the exterior painting and roof replacement in both Villa and Estate Sections homes:

- i. *No Estoppel or Waiver.* The Committee may exercise its discretion with the goal of establishing variation in color or design in any part of, or in all of, the Villa and Estate Sections. The approval by the Committee of one color in one circumstance shall not bind the Committee to the approval of the same color in another circumstance, even if the circumstances are similar or identical.
- ii. *All Other Respects:* Notwithstanding anything herein to the contrary, in all other respects the Committee shall have all powers and authorities, including but not limited to those set forth in Article VIII of the Master Declaration, over the nature, kind, shape, height, materials, color and location of any other improvement on any lot in the Villas or Estate Sections.
- iii. *Continuing Authority:* The Committee shall have continuing authority to require changes to the improvements that it has previously approved - even if the improvements are partially or completely installed – if, in the exercise of the Committee’s sole discretion, it determines that the improvement does not meet any architectural standard.
- iv. *Compatibility:* If after the improvements have been completed the Committee determines that any exterior item (whether or not it was include in the Owner’s application) is not pleasing by virtue of its variation with, or by its

congruency with, surrounding and nearby colors, style, or design features, then the Committee may compel the Owner to change the exterior item.

E. General Provision Applicable to Villa Sections Only

The Master Association requires that Villa Owners submit to the Association additional verification that the proposed painting contractor maintains adequate worker's compensation and liability insurance.

Section 3: Prohibitions; Maintenance Obligations of Owners

- A. All Dwelling Units, roofs, screen enclosures, curbing, driveways, walkways, and pads** must be kept free of mold, mildew, oil and/or rust stains, and the entire Lot and all improvements must be maintained in good condition. Maintenance and repairs may not alter the appearance of the Lot or improvements, including the color, style, quality or materials without ARC approval.
- B. Water front property** must be maintained to the water's edge.
- C. No above ground fencing, barriers or free-standing structures** of any kind shall be allowed. This includes, but is not limited to, tents, sheds, garages, barns, and car ports or other out buildings.
- D. No mail boxes** shall be allowed on any Lot.
- E. Flags:** All flags on a lot, exterior to the dwelling, require the prior approval of the ARC, which may establish guidelines for flags in addition to the following rules:
 - i. Official Flags are permitted as follows:**
 - a.** One portable, removable United States flag or official flag of the State of Florida, not larger than 4 1/2 feet by 6 feet; and
 - b.** One portable, removable official flag, 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. If such additional flag is flown, it must be equal in size to or smaller than the United States flag.
 - c.** Official Flags must be flown in a respectful manner, specifically including keeping the flag in a good condition. Flags which are faded, tattered or torn, stained, dirty or mildewed must be replaced.
 - ii. One Decorative Flag, up to 18 inches by 24 inches in size, is permitted per Lot on a proper hanger or in a landscaping bed adjacent to the home as follows:**

- a. An Event Flag (Football, Golf, Soccer etc.) can be flown from 5 days before through 5 days after the event.
- b. A Holiday Flag (Christmas, Halloween, Thanksgiving, etc.) can be flown from 30 days before through 15 days after the holiday.
- c. A Seasonal Flag can be flown during the particular season (Fall, Winter, Spring and Summer).
- d. All flags must be kept in good condition. The Association reserves the right to require the removal of any flag that is tattered, unclean, mildewed, or the like.
- e. A decorative event, holiday or seasonal flag flown in compliance with this rule does not require the prior approval of the ARC.

iii. Flag poles and hangers:

- a. **A homeowner may have one freestanding flag pole, or one flag hanger mounted to the front of the house, but not both. One flag is permitted per flag pole or flag hanger.**
- b. Only Official Flags are permitted to be flown on a freestanding flag pole. A homeowner may erect one freestanding flagpole in the ground no more than 20 feet high, provided that the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, and all setback and location criteria contained in the Governing Documents.
- c. Alternatively, a homeowner may attach one mounted flag hanger to the front of the house at a point no higher than 5 feet above the ground. Any permissible flag under this section may be flown from the mounted flag hanger.

F. Holiday lighting and decorations may be displayed from 30 days before through 15 days after the holiday.

G. No signs may be displayed on any Lot, except as follows: Either one "For Sale" or one "For Rent" sign is allowed and shall not exceed 12' x 12" in size and must be green in color with white lettering. Signs may only be placed on the Lot actually being offered for sale or for rent, and may only display the name of the real estate company, a realtor contact name and phone number, and the words "For Sale" or "For Rent," No other sign or placard may be displayed anywhere on the exterior of the Lot or Dwelling Unit, including in windows, entryways, lanais and vehicles, including but not limited to signs or placards which either advertise a commercial service or product or are political in nature. Signs not in conformance with the Rules and Regulations are subject to removal by the Association.

H. Propane tanks 40 lbs. or more must be buried. Propane tanks less than 40 lbs. must be hidden by shrubs. No more than two (2) propane tanks may be kept on

any lot.

- I. **Pool filters, pumps, water softeners, well heads, air conditioner unit(s), Satellite dishes**, etc. must be hidden by shrubs with a minimum of 24" in height (at planting). Suggested planting is VIBURNUM. If plantings are unable to be used due to driveways and/or walkway(s), the use of planters will be acceptable upon ARC approval.
- J. **No window unit, portable air conditioning units, or window fans** may be placed on any Lot, attached to any Dwelling Unit or visible from the exterior of any Dwelling Unit. The permanent air conditioning unit which is installed on a concrete pad on each Lot may be replaced without the approval of the ARC, provided that the new air conditioning unit is located on the existing concrete pad and is screened from view with shrubs. Any other changes require the approval of the ARC.
- K. **No clotheslines** are permitted on any lot or any lanai unless completely screened so that the elements screened are not visible at any time from the street or any adjoining property.
- L. **No vegetable garden** shall be allowed on any lot.
- M. **Landscaping themes** must be congruent with properties in both neighborhood and subdivision.
- N. **Landscaping Changes.** Changes to landscaping that are visible from the street or a neighboring Lot may not be made without the prior approval of the ARC, except that a tree, shrub or plant may be removed and replaced with the same tree, shrub or plant without the approval of the ARC. The planting of annuals does not require ARC approval. Trees may be removed without ARC approval if the removal conforms to all county regulations, but installation of a replacement tree shall require prior ARC approval.
- O. **Lawn, bushes, trees and shrubs** must be kept neatly cut, pruned and trimmed and flower beds should be kept free of weeds and debris at all times. All landscaping beds shall have adequate ground cover (e.g., mulch). Full-time and seasonal residents must arrange for the care of their lawn and landscaping during their absence. The Lot must be kept free of dead trees, plants, bushes, and other landscaping. Fruit trees are not permitted on Villa Lots.
- P. **Lawn clippings or Refuse** shall be properly disposed of by Owners and may not be dumped on vacant Lots, construction dumpsters or any Common Area within GlenLakes.
- Q. **Satellite Dishes:** The following restrictions shall apply to all Owners in order to

promote a high quality of life and to protect the individual values of the residences and property in the GlenLakes community, while preserving the Owner's ability to receive acceptable over-the-air signals in compliance with federal regulations. The term "antenna" shall include antennas, aerials, and satellite dishes which are designed to receive (i) direct broadcast satellite service (DBS), including direct-to-home satellite services; (ii) video programming services via multipoint distribution services, including multi-channel multipoint distribution (MMDS); and (iii) television broadcast signals (TVBS).

- i. **One Meter or Less.** A satellite dish ("dish") not to exceed one meter (39.37 inches) in diameter may be installed on a lot as long as it meets the following criteria:
 - a) **the dish may not be attached to the fascia, soffit, or roof;** the dish must be installed on a pole as low as possible to the ground, as long as this placement does not prevent reception of an acceptable quality signal or impose unreasonable expense or delay.
 - b) **the dish must be placed where it is not visible from the street,** as long as this placement does not prevent reception of an acceptable quality signal or impose unreasonable expense or delay. In any case, the dish must be placed at a location on the property that minimizes the view of the dish from the street while allowing for an acceptable quality signal and installation without unreasonable expense or delay.
 - c) **sufficient landscaping (shrubs/bushes) must be installed to minimize the visibility** of the dish from all neighboring properties.
 - d) Prior to being granted entry to GlenLakes, contractors installing or repairing satellite dishes will be required to complete a form identifying the company and technician performing the work, and the property/homeowner for which the work is being performed. In the event that a homeowner's dish installer indicates that a dish installed in compliance with this rule would not receive an acceptable quality signal, the installer must provide the homeowner with a written statement to that effect. The MHOA will have an independent professional investigate any claim that the dish placement required by this rule will not produce an acceptable quality signal. In the event that the independent professional determines that the dish can be moved to a placement in compliance with this rule and still receive an acceptable quality signal, then the homeowner will be required to move the dish at the homeowner's own expense to a placement in compliance with this rule.
- ii. **Greater than One Meter.** Antennas designed to receive direct broadcast satellite services or multipoint distribution services which are greater than one meter (39 inches) in diameter may not be installed.
- iii. **Installed by Declarant.** Anything herein to the contrary notwithstanding, the

requirements set forth in the immediately preceding subparagraphs (a) and (b) shall not apply to antennas installed by Declarant and/or the Association for the benefit of all or a portion of the Premises.

- iv. **No transmission antenna**, of any kind, may be erected anywhere on the Property.
- v. **The homeowner must remove any unused satellite dish** when the homeowner installs a new satellite dish.

R. External Storage: All Lots must be maintained with a neat and orderly appearance. No rubbish, refuse, or any unsightly items may be stored outside of your Dwelling Unit, including but not limited to the following: broken windows, coolers, bicycles, ladders, gas containers, tools, unused items, empty pots, bricks, pavers, tiles, curbing, paving, landscaping materials, and items of a similar nature. Barbeque grills are permitted on the exterior of the Lot only when in use. PODS or other portable storage units, dumpsters, refuse containers, and bulk deliveries or piles of mulch, stone, etc. Tarpaulins (“tarps”) are expressly deemed unsightly and shall not be permitted to be placed anywhere on the exterior of the Lot or Dwelling Unit. If you plan major repairs or renovations to your Dwelling Unit and/or lot that require large amounts of materials or equipment, contact the Community Association Manager to coordinate the possible placement of temporary construction materials and refuse containers.

S. No artificial grass, plants, flowers or other similar items may be placed on any Dwelling Unit or Lot.

T. Lawn, Hedges and Landscaping Borders for homes and Lots that back-up to any common area, main boulevard, golf course or perimeter of the community must be maintained by the homeowner in good and neat condition. In the event that such hedges (VIBURNUM) or landscaping die, the homeowner shall replace them. Replanting such hedge or landscaping with any other type or size of plant shall require the prior approval of the ARC.

Section 4: Outside Contractors and Deliveries

The homeowner is responsible for any contractor which is on the Property on the homeowner’s behalf. Whenever an outside contractor is required to be present on the Property: (1) the Occupant shall obtain ARC approval prior to the start of any exterior modifications; (2) the Occupant must add temporary access to their resident profile via the automated phone system; (3) the contractor’s equipment must comply with parking and overnight regulations; and (4) work shall not commence prior to 7:00 AM and shall conclude at 7:00 PM.

At the end of each day, the Lot should be cleaned and all debris should be picked up and properly secured.

No contractors, moving trucks or large delivery trucks shall be scheduled on Sundays and Holidays (New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day), except for emergency repairs, such as electrical, air conditioning, plumbing and cable/satellite dish repair.

Car haulers are not permitted on GlenLakes property; residents must meet them off-site.

The Association reserves the right to ban non-residents from driving in GlenLakes.

Section 5: Bar Codes

- A.** The Association reserves the right to (1) Limit the number of bar codes issued to an Occupant, (2) Assess a charge for issuance of a bar code, (3) Deactivate a bar code for infraction of the Rules and Regulations contained in this booklet, and (4) Assess a charge for reactivation of the bar code.
- B.** Bar Codes are non-transferable and must be affixed to the vehicle in the appropriate place by the MHOA. The MHOA reserves the right to pass and amend rules and regulations governing the issuance, use and suspension of bar code privileges.
- C.** The MHOA reserves the right to refuse to issue bar codes for motorcycles, recreational vehicles, commercial vehicles, or similar vehicles. Any vehicle with visible commercial signage must use the guest lane. The MHOA reserves the right to deactivate a decal for any vehicle which does not comply with this rule.
- D.** No Occupant may allow their guests, delivery people, contractors, etc. to enter or exit through the Back Gate located at the South end of Lenox Blvd.

Section 6: Process Servers

Process servers will be allowed into GlenLakes after showing proper credentials and documents.

Section 7: Solicitation

No solicitation of business or charities, or petitioning for any purpose, shall be allowed within GlenLakes by Owners, tenants, residents, guests, invitees, contractors, vendors, or any other parties, except with the prior approval of the MHOA Board. The MHOA reserves the right to suspend or ban contractors or vendors who do not comply with this rule.

Section 8: Property Use

Each Lot shall be used for single-family residential purposes only, and no trade or

business of any kind may be conducted in or from a Dwelling Unit, Lot or any part of the Premises, including business uses ancillary to a primary residential use, except that business uses ancillary to a primary residential use shall be permitted so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Lot and the Premises; (c) the business activity does not increase traffic in the Premises; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business activity is consistent with the residential character of the Premises and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Property, as may be determined in the Board's sole discretion.

Section 9: Noise

No Owner, Owner's tenant, family member, guest, agent or invitee shall make or permit any excessive noise on the Owner's Lot or in any common area of GlenLakes and its facilities which interferes with the rights, comforts or convenience of other Occupants or disturbs their peaceful use and enjoyment of their properties, or which violates any governmental noise standard. This includes music, mechanical, vehicular or similar noise.

All Dwelling Units and Lots are subject to the Hernando County Noise Control Ordinance, and noise disturbances should be reported to Hernando County Code Enforcement during normal business hours on weekdays or to the Hernando County Sheriff's Office on weekends or after 4:30 p.m. on weekdays. The Association and its security and management personnel will not file noise disturbance reports on behalf of residents; any disturbed resident should report the noise disturbance directly to the Sheriff so that the Sheriff's Office may take a decibel reading from the resident's location.

Section 10: Vehicles and Parking

A. Commercial Vehicles and Recreational Vehicles. The following vehicles shall be parked only in enclosed garages after 7:00 p.m.:

- i. Vehicles with any commercial writing, markings, lettering, display, graphics, or other advertising signage on their exteriors;
- ii. Vehicles primarily used or designed for commercial purposes including trucks, rental vans or trucks, tractors, tow trucks, rigs, or vehicles with equipment, tools or materials stored where they are visible from the exterior of the vehicle (including but not limited to ladders, pool supplies, tanks, generators, machines, plumbing equipment or materials, construction materials, landscape equipment or materials, or racks for equipment, conduit, pipes or ladders);
- iii. Vehicles hired for transportation of persons or goods, including but not limited

- to: taxi cabs, buses, limousines, and panel trucks; and
- iv. Mobile homes, recreational vehicles, campers, conversion vans, trailers, boats and boat trailers, and other watercraft. Conversion van means any van that has been modified in any one of the following ways: (i) it has cooking and/or plumbing capabilities, (ii) it has exterior utility hook-ups, (iii) it has a bed or sofa, (iv) it has an air conditioner or generator independent of the vehicle's motor; or (v) it has curtains or blinds on the windows.
 - v. Government or emergency vehicles, such as police cars or ambulances, are permitted.
- B. Inoperative vehicles** are permitted on the Premises only if kept within an enclosed garage. A vehicle shall be considered "inoperative" if (a) it has not been driven under its own propulsion for a period of two weeks, or longer, (b) it does not have an operable propulsion system installed therein, (c) it is obviously inoperative for a period of twenty four (24) hours, (d) it does not have legally attached number plates issued by the State of Florida (or similar numbered plate from another state or country) with a validating tab or sticker for the current year, or (e) it is put up on blocks.
- C. Repair work** may be performed on vehicles only while the vehicles are inside the garage.
- D. No golf carts or other motorized vehicles** are allowed on sidewalks. Golf carts must be stored within an enclosed garage; no overnight parking of golf carts is permitted on the Lot exterior (including but not limited to driveways, lawns, and entryways) or on any Common Area (including but not limited to roads, lawns, and common building parking areas such as the Clubhouse or Presentation Center.) All motorized vehicles (gas or electric) driven on the roads, parking lots, etc. must be operated by a person having a valid driver's license. **NO driver under the age of 16** will be allowed to operate a non-licensed motorized vehicle (e.g. **GOLF CARTS**, etc.) on any street or sidewalk within GlenLakes. This rule applies to all residents of and visitors to GlenLakes, including homeowners, tenants, and the guests of each homeowner and tenant. Residents are responsible for the actions of anyone living in or visiting their homes. A golf cart or other motorized vehicle may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.
- E. Everyone entering GlenLakes must abide by the posted speed limit signage.** All vehicles operated within the GlenLakes properties shall be driven as if Chapter 316 of the Florida Statutes applies to the roads. The Association may impose fines and/or suspensions for speeding violations and/or reckless driving within GlenLakes.
- F. No vehicles**, including golf carts, shall be parked within 15 feet of fire hydrants, blocking intersections, blocking mailboxes, blocking dumpsters, or on any grass

areas. Vehicles may not be parked within 25 feet of the corner curb of an intersection.

- G.** Only authorized vehicles displaying valid handicap permits, decals or license plates are allowed in **Handicap Parking**. In addition to the penalties imposed for violations of these Rules and Regulations, violators may receive a traffic citation from Hernando County Sheriff's Department.
- H. Fully or partially covered vehicles** must be parked within an enclosed garage.
- I. Overnight parking is not permitted** in any common area of GlenLakes, including, but not limited to, the clubhouse, presentation center, or mail kiosk area. No vehicles shall be parked on roadways AFTER 1 AM.
- J.** Except for Emergency/Police/Association vehicles, no vehicle shall park on GlenLakes Boulevard or Lenox Boulevard (South). The MHOA may ban street parking in additional areas if the Board of Directors determines that street parking in such areas poses a safety risk.
- K.** All garage doors shall be closed when persons or vehicles are not actively entering or exiting the garage.
- L.** For any mass gathering or party, Owners shall be responsible for ensuring that guest's vehicles are parked in an orderly manner so that the streets are not blocked and emergency vehicles would not be impeded. The MHOA reserves the right to restrict the number of guests permitted through the gatehouse for a particular gathering if the safety of other residents in GlenLakes is being placed at risk.

Section 11: Animals and Pets

- A.** All pets must conform to Hernando County ordinances regarding pet ownership. This includes, but is not limited to, ordinances regarding ID tags, shots and licenses.
- B.** All household pets shall be kept under the control of the Occupant at all times, and
in compliance with all leash laws. Pets shall not be allowed to roam unattended within GlenLakes. Pets are permitted on common areas only while on a leash and under the control of the owner at all times. Dogs over 15 pounds must be walked on traditional (i.e. not retractable) leashes.
- C.** Tethering is not permitted. Pets must not be left unattended anywhere on the exterior of the home, including but not limited to, on a deck, lanai or front porch.
- D.** Each occupant will ensure that their pet's excrement is disposed of in their OWN refuse containers at their Home. No pet's excrement shall be left on any lot or

common area or disposed of in any of the Common Areas, including but not limited to, any refuse container/restrooms located on the Golf Course, the mail kiosks, any other public container, or in any construction dumpster on the Property.

- E. Occupants shall ensure their pets do not cause a disturbance or nuisance to neighbors. A pet shall be deemed to constitute an unreasonable nuisance or annoyance if they create any excessive or disturbing noises, whether by barking or otherwise, or if the pet is permitted to roam free, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person.
- F. No livestock, poultry or farm animals may be kept in any Dwelling Unit or on any Lot. No animals may be kept, bred or maintained on any Lot for any commercial purpose.

Section 12: Garbage & Refuse Disposal

No Common Area or empty Lot shall be used or maintained as a dumping ground for rubbish or yard waste. All garbage, trash, recycling, refuse or rubbish must be placed in the County's vendor-issued sanitary containers with lids, or recycling bins for recycling, and all sanitary containers and recycling bins shall be stored within a garage and shall be maintained under in a clean and sanitary condition. Landscape debris may be placed in an appropriate alternative sanitary container. All waste, sanitary containers and recycling bins must not overflow. Incinerators for garbage, trash or other refuse shall not be used or permitted in GlenLakes. Owners shall place refuse for pick up (1) on their own Property; (2) in proper containers; and (3) no sooner than 6:00 p.m. the evening prior to a scheduled refuse pick up. Refuse containers must be removed from the curb on the same calendar day after refuse is collected.

Section 13: Lakes

- A. **Watercraft**. Use of watercraft is restricted to Occupants and their guests. Guests are permitted to use watercraft only when the Lot Occupant is present with the Guest. Watercraft may only be powered by wind, electric motor or human energy unless otherwise approved by the Board. Watercraft powered by an electric motor cannot exceed 3.5 horsepower. Watercraft may not exceed a length greater than ten (10) feet, except canoes or kayaks, or watercraft performing lake maintenance on behalf of the MHOA. No boats or other watercraft having fuel-operated engines may be used on any lake, and in particular, no personal watercraft, such as Jet Skis, Seadoo, etc., may be used on any lake. No loud music may be played from boats, and the Board may regulate or prohibit any boat which is overly noisy or offensive, as determined in the sole discretion of the Board. Boats may only be used during daylight hours. Boat owners shall take all reasonable measures necessary to avoid any damage to the lake and lake shore due to or arising from any boating activities. Boat owners are responsible for any

damage they cause to the lake and surrounding common area.

- B. Fishing.** All fishing is catch and release. Except where signs prohibit it, or when an Association employee or security guard requests that individuals vacate the area, fishing from banks in Common Areas is permitted; persons who are fishing must remain on the embankment, and must not step into the water. Fishing is not permitted from privately-owned Lots or Lots which are adjacent to privately-owned Lots. NO live bait is to be used while fishing in the Lakes. NO nets may be used. NO barbed hooks may be used. Circle hooks are permitted. Proper attire must be worn.

- C. No docks, bulk heading,** piling, float, boat ramp or other structure or wall may be erected by any Owner or Occupant in any lake on the Premises. In no event shall any common area be used for boat storage.

- D. No Littering.** No refuse of any kind shall be placed on or disposed of into any water on the Premises. All persons using the waterbodies or Common Areas must clean up after themselves; no litter, refuse or debris of any kind may be left in the waterbodies or common areas.

- E. No swimming; wildlife disclaimer.** This is Florida; from time to time, alligators, snakes or other wildlife may be present in or around the water bodies within the community. The Developer and the Association are under no duty to protect against, and do not in any manner warrant against, any injury, death or damage caused by such wildlife. Any use of lakes and ponds is solely at your own risk.

Section 14: Pollution Control

No Occupant may make any use of any Common Area, Lot, Dwelling Unit or any of the Premises which emits pollutants into the atmosphere or discharges liquid or solid waste or other hazardous materials or harmful matter onto any Common Area, Lot, Premises or into any waterway in excess of the environmental standards applicable thereto and any regulations applicable to the Premises. No waste or any substance or material of any kind shall be discharged into any private or public sewer serving the Premises, or any part thereof, in violation of any regulations of Hernando County, Florida, or any private or public body having jurisdiction. No gasoline or diesel-powered engines shall be allowed on any lake.

Section 15: Dwelling Condition

In the event any part of any Dwelling Unit in GlenLakes is destroyed by fire, the elements, casualty or force majeure, the Owner of the Lot on which such damage or destruction occurs shall have the right not to restore same; provided, however that the damaged or destroyed Dwelling Unit and any other improvements and structures on the Lot must be razed or filled in, as applicable, all debris must be removed, and the Lot

must be landscaped in such fashion as to provide for a cleared, grassed, graded Lot with adequate drainage. This must be accomplished expeditiously. Homeowner fees and assessments will continue to accrue and be collected on such Lot as if the Dwelling Unit had not been destroyed.

Section 16: Personal Conduct

All residents must conduct themselves in an orderly manner while in or around the Common Areas. No Occupant shall engage in any loud, abusive or harassing behavior, either physical or verbal, or display any form of intimidation or aggression directed at any other party, including, but not limited to, other Occupants, guests, Security Officers, and the Board, its agents, employees and vendors. **Occupants are responsible for the actions of their guest(s) and invitee(s).** Use of the Common Areas (or any portion thereof, including use of Family Bar Codes) by a resident whose privileges have been suspended with respect to such Common Area by the Covenant Enforcement Committee will result in additional penalties against such resident, including fines.

Section 17: Leasing

- A. Owners must provide 14 days' notice and a copy of the lease.** All leases shall be in writing. A copy of the lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner at least 14 days prior to the start of each lease term. The Owner must notify the Association in writing at least 14 days prior to the expiration of the lease term whether the tenant(s) will be moving out of the community or whether the lease is being renewed. Each lease renewal shall be subject to the same requirements: a copy of the lease and such other information as shall be required by the Board must be submitted at least fourteen (14) days prior to the start of the new lease term.
- B. A Lease is an agreement between the Landlord and the Tenant; the Association is not an agent for the Landlord.** Tenants are reminded that all questions regarding maintenance and repair of a residence and other such landlord/tenant issues are to be directed to the Owner of the residence and not to the Association. Any agreement between a landlord and a maintenance or landscape contractor is between those two parties only; the landlord is ultimately responsible for the property, and the MHOA is not an agent for either the landlord or the maintenance contractor.
- C. All tenants and guests are bound by the Declaration and Rules and Regulations, and the Owner is responsible for ensuring that the tenant and any guests of the tenant are in compliance with the Declaration and all Rules and Regulations.** As provided in Section 10.10 of the Declaration, the terms of any lease shall be subject in all respects to the provisions of this Declaration, the Bylaws, and the Declaration of Condominium/ Homeowners' Association governing the Dwelling Unit, and any failure by the lessee to comply

with the terms of such documents shall be a default under the lease. The Owner must provide a copy of the governing documents to the tenant. Each tenant and occupant of a property is required to comply with all provisions of this Declaration and any guidelines, rules, or regulations of the Association. The Association may require that each tenant or occupant of a leased residence sign a form agreeing to abide by the terms and conditions of the Declaration and all rules, regulations and policies adopted by the Association.

D. Enforcement. The Owner shall remove, at the Owner's sole expense, by legal means, including eviction, the Tenant, and their guests, occupants, family members or invitees, should any of them refuse or fail to abide by and adhere to the Governing Documents and Rules and Regulations of the Association. Further, in accordance with the Association's Covenant Enforcement Policy and Chapter 720 of the Florida Statutes, the Association may impose fines or suspend for a reasonable period of time, any tenant's privilege of bar code access through the Association gate for the tenant's failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

E. Minimum Lease Terms

i. The following is permitted:

- a) A homeowner may lease the dwelling to a single family for a term greater than 3 months;
- b) Only once in any calendar year, a homeowner may lease the dwelling to a single family for a term of 3 months or less.

ii. **“Short-Term Rentals” and “Resort Dwellings” are prohibited** by both the Declaration and the Hernando County Code of Ordinances. The following is not permitted:

- a) Leasing the dwelling on a daily, weekly, or monthly basis;
- b) Advertising the dwelling for lease on a daily, weekly, or monthly basis;
- c) Leasing the dwelling on a daily, weekly, or monthly basis using any of the following: centralized management, a reservation system and/or the provision of maid or laundry services (for example, by using a short-term or vacation rental business, such as Airbnb, VRBO, HomeAway, or similar);
- d) Leasing the dwelling for a term of 3 months or less more than one time in a calendar year; and
- e) Leasing the dwelling for use by more than a single family at a time.

Article V

Covenant Enforcement Policy

The Board of Directors of the Association desires to provide homeowners with information regarding the enforcement of the rules and regulations of GlenLakes. The Board of Directors may employ all legal or equitable remedies that the law allows to enforce the Declaration, Rules and Regulations, and architectural guidelines of GlenLakes (the "Governing Documents"). This Covenant Enforcement Policy sets forth the procedure that will be followed for violations of the covenants, rules and regulations.

- A.** For any violation of the Governing Documents, the Community Association Manager shall provide a violation notice to the homeowner by US Mail or hand delivery which shall:
- i.** Describe the violation,
 - ii.** Identify the provision of the Governing Documents that has been violated,
 - iii.** Describe the action needed to remedy the violation,
 - iv.** Provide a reasonable time in which the homeowner shall have the opportunity to cure the violation, and
 - v.** Inform the homeowner that if the violation is not corrected within that time, then a fine and/or suspension will be imposed, and the matter shall be referred to the Covenant Enforcement Committee (CEC).
- B.** In the event that the homeowner fails to comply with the violation notice, or the violation has occurred again within 12 months of a previous violation notice, the Association will employ one or more of the following remedies:
- i.** Impose a fine and/or suspension and refer the matter to the CEC for a hearing. A fine of \$100.00 per violation per day will be imposed while the violation continues, up to a maximum fine of \$1,000.00 for a continuing violation. A resident's right to use the Common Facilities (including, but not limited to, the family bar codes) will be suspended for a period of up to 60 days;
 - ii.** Authorize agents or employees of the Association to enter onto the homeowner's property to perform the work to repair, maintain or restore the property at the homeowner's expense; and/or
 - iii.** Send the matter to Association legal counsel for enforcement action, which may include a written demand to the homeowner, a statutory demand for pre-suit mediation, and/or the filing of a law suit.
- C.** If the violation has not been remedied within the time frame provided in the violation notice, or the violation has occurred again within 12 months of the previous notice, then a fine notice shall be sent to the homeowner by regular and certified US Mail, return receipt requested. The fine notice shall:
- i.** Describe the violation,
 - ii.** Identify the provision of the Governing Documents that has been violated,
 - iii.** State the amount of the fine that has been levied or describe the

suspension that has been imposed, and

- iv. Describe the right of the homeowner to the opportunity for a hearing before the CEC, give the date and time of the next CEC meeting, and inform the homeowner that they may appear in person or submit a written statement.
- D. When a matter has been referred to the CEC, the homeowner has the right to appear before the CEC to contest the violation. Written notice of the date, time and location of the CEC meeting at which the homeowner's fine/suspension is to be considered will be given at least 20 days prior to the CEC meeting. CEC meetings cannot be rescheduled. If the homeowner is unable to appear at the CEC meeting in person, the meeting will still take place regardless. However, the homeowner may choose to send a written statement by Certified Mail to the attention of the CEC at the following address: 9000 GLENLAKES BLVD., WEEKI WACHEE, FL 34613. **Do NOT contact the Community Association Manageras he has no authority in these matters**; calls and e-mails will not be returned.
- E. Covenant Enforcement Committeeand meeting procedures:
- i. The CEC will be comprised of at least three homeowners who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The CEC will meet as needed. A majority of the CEC will constitute a quorum.
 - ii. At the beginning of each CEC meeting, the CEC will announce each homeowner who is scheduled to appear before the CEC at the meeting. The Chairperson of the committee will affirm that a Fine/Suspension Notice was sent to each homeowner scheduled to appear before the CEC.
 - iii. The Association will provide to the CEC copies of all notices that have been provided to the homeowner, and any other evidence relevant to the violation. The homeowner may present any arguments or other evidence the homeowner feels is relevant to the violation. If the homeowner has submitted a written statement in lieu of attendance, the CEC will review the statement.
 - iv. After all evidence has been presented, the CEC shall deliberate and vote on whether to approve or reject the fine and/or suspension. The CEC will exclude the homeowner from the CEC's deliberations and vote.
 - v. The role of the CEC is limited to determining whether to confirm or reject the fine(s) or suspension(s) that has (have) been imposed. If the CEC, by a majority vote, votes not to impose a penalty, no further action will be taken by the CEC with respect to that violation, and no penalty will be imposed on the homeowner. If the CEC, by majority vote, approves the fine and/or suspension, then written notice/invoice of such fine or suspension shall be provided by mail to the homeowner.
 - vi. All actions of the CEC and all penalties imposed by the CEC are final; there are no appeals.

Article VI Bulletin Boards Policies and Procedures

Policy: The Bulletin Board in all mail kiosks is a venue for the residents to advertise personal interests. It also serves as a way for approved and recognized Organizations within GlenLakes to communicate with the residents.

Procedures: All Resident postings MUST be no larger than 5 ½ inches by 8 ½ inches, and include the date of posting, with resident's name, and contact number. The posting may stay for a period of no more than two weeks from the posted date. Sanctioned organization postings (8 1/2" x 11") may be posted up to four weeks prior to an event. The bulletin board will NOT be used to post any material which knowingly is false and or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane threatening or invasive to the privacy of any GlenLakes residents. No Petitions or Solicitation or Advertising for business services or political purposes is allowed. The Association reserves the right to remove the Bulletin Board at any time, and to remove any posting without notice or cause.

Article VII **Dues**

Each homeowner shall pay quarterly dues to the Association regarding and respecting common expenses. Such dues shall be established annually and collected quarterly. Unless the payment of dues is made electronically, the payment coupon for each quarterly installment of dues should be mailed along with the payment to the address noted on the coupon. In the event that the dues are paid electronically, the lot number must be included on the electronic check. This will assist the Association in correctly recording the payment of your dues. The Association may, in its discretion, require the payment of an administrative fee not to exceed one hundred dollars (\$100.00) to the Association as a condition to the issuance of each quarterly statement setting forth the current amount of the dues and any past due amounts owed by the homeowner. The Association may also charge a fee for estoppels in accordance with Chapter 720 in such an amount as may be established by a written resolution adopted by the board or as provided by a written management, bookkeeping, or maintenance contract.

Assessments not paid when due shall bear interest at the rate permitted by law. If a homeowner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the privilege of bar code access through the gate by deactivating the bar code and/or suspend the rights of the homeowner, or the homeowner's tenant, guest, or invitee, to use common areas and recreational facilities until the monetary obligation is paid in full.

Article VIII **Miscellaneous**

- A.** Periodically, the Association will use the Homeowners Newsletter or the Bulletin Boards at the Mail Kiosks to advise on recent rulings, clarifications, interpretations of rules and regulations or other items of interest.

- B.** Anyone reporting any violation, whether in writing, over the telephone, or otherwise, must identify themselves and provide their contact information. If the reporting party does not identify themselves, the report will be disregarded. All reports of violations must include the date, time and location of the violation, and should include as much other detailed information as possible. Each report of a violation must be corroborated, either by at least one unrelated witness or by a photograph or video of the violation (if the photograph or video is not dated, the reporting party must state the date the photograph or video was taken). If the report does not include the corroboration of an unrelated witness, a photo, and/or a video, the report will be disregarded. Notwithstanding the foregoing, and even if the report is corroborated and properly identifies the reporting party, the Community Manager will have the right to determine the validity of each complaint. In the event the Community Manager determines that a report has no validity, the Community Manager has the discretion to disregard the report.

Article IX

Official Records Inspection and Copying

1. **Inspection Request:** A homeowner or a homeowner's authorized representative may make an inspection request of the Association's official records pursuant to §720.303, Fla. Stat.
2. **Delivery of Inspection Request:** Because delivery and receipt of e-mails is uncertain, and because of the difficulty of authenticating e-mails, pursuant to the Uniform Electronic Transaction Act, § 668.50, Fla. Stat., the Association does not agree to receive or conduct official records requests by electronic means. Official records requests must be in writing and must be delivered by certified U.S. mail with return receipt, to the Association's manager at the business office of the manager. Alternatively, to avoid delay, an official records request in writing also may be delivered by hand to the Association manager at the business office of the manager during the manager's regular business hours.
3. **Form of Inspection Request:** The inspection request shall state with reasonable particularity the documents to be inspected. If possible, dates or ranges of dates, or other identifying criteria will be used to clarify a request. (Example: a request for "Current Financial statements for the current fiscal year (2019)" is clearer than "Financial statements" when in fact the owner merely wishes to inspect the financial statements for 2019.) The Association may request that an owner clarify his/her request.
4. **Frequency of Inspection:** A homeowner may make an inspection request no more frequently than once every thirty days. A homeowner shall be entitled to inspect records during the management company's regular business hours for a total of 8 hours in any 30-day period, spread over no more than 2 working days in that period. A homeowner cannot make a request to inspect a document for which he has made a previous request any sooner than 90 days following the date of his first request.
5. **Date, Time and Place of Inspection:** The inspection shall take place at the business office of the Association manager. The Association will make a reasonable effort to coordinate with the homeowner a mutually convenient date and time for the inspection. If a homeowner fails to attend the inspection session, the inspection session will be rescheduled at the request of the homeowner; but the rescheduled date shall be no earlier than 30 days later.
6. **Production of Records for Inspection:** The Association may produce for inspection an original record, a copy of a record, or the record in an electronic format. If the record is located on the internet, such as on the Association website, the Association may comply with the request by directing the homeowner to the internet address.

7. Electronic Copying of Records: The Association will allow a homeowner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the homeowner or his or her authorized representative with a copy of such records. The Association will not charge the homeowner or his or her authorized representative for the use of a portable device.
8. Monitoring of Inspection: The Association may in its discretion have the manager or another person designated by the manager or Board of Directors monitor the inspection.
9. Copying of Records: The right to inspect the records includes the right to make or obtain copies at the expense of the homeowner.
10. Expenses of Production and Copying: The Association will charge 25 cents per page for copies made on the association's/manager's photocopier. If the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside copying service and may charge the actual cost of copying to the homeowner. If the time spent by Association personnel or management retrieving and copying the records exceeds one-half hour, and the records requested to be copied exceed 25 pages in length, then the Association will charge personnel costs to the homeowner in the amount of \$20.00 per hour. The cost of retrieval and copying shall include, but shall not be limited to, the cost of personnel who monitor the inspection.
11. Scope of Association Responsibility: The Association has no obligation to create documents. The Association is not obligated to compile or synthesize information in its records. Records will be provided in the manner in which they are kept in the Association's normal course of business. If the Association agrees to compile or produce information or documents not identified in this policy or the Florida Statutes as an Official Record of the Association, the Association may charge additional fees to the requesting Owner to cover the expenses associated with such compilation or production.
12. Records not Subject to Inspection or Copying: The following records will not be produced (See. § 720.303(5) (c) (1-7), Fla. Stat.):
 - a) Any record protected by the lawyer-client privilege as described in s. [90.502](#) and any record protected by the work-product privilege, including, but not limited to, a record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was

prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

- b)** Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
- c)** Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. Medical records of parcel owners or community residents.
- d)** Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.
- e)** Any electronic security measure that is used by the association to safeguard data, including passwords.
- f)** The software and operating system used by the association which allows the manipulation of data, even if the owner owns a copy of the same software used by the association.

Article X

Homeowner Participation in Meetings

1. The homeowner's right to attend membership meetings includes the right to speak regarding the items included on the agenda for that meeting, or opened for the discussion of the homeowners at that meeting. The Association may require a sign-up sheet for homeowners wishing to speak at any membership meetings, and each homeowner's right to speak may be limited to 3 minutes on each agenda item or item opened for discussion of the homeowners.

2. Except as limited by Florida Law, homeowners have the right to attend meetings of the Board of Directors, including the right to speak regarding the designated agenda items. By law, meetings between the Board or a committee and the association's attorney to discuss proposed or pending litigation, or meetings of the board held to discuss personnel matters, are not required to be open to the homeowners other than Directors. The Association may require a sign-up sheet for homeowners wishing to speak at any Board meeting, and each homeowner's right to speak may be limited to 3 minutes on each designated agenda item.