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**SCHEDULE "A"
TO BY-LAWS
RULES AND REGULATIONS
FOR
EVERGREEN LAKES, A CONDOMINIUM
rev. May 2007**

1) The sidewalks, entrances, passages, lobbies and hallways 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 Condominium Property, or shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designed for such purposes.

2) Personal property (to include hurricane shutters) of Unit Owners/Occupants must be stored in their respective Units, their patio storage or garage. Unattended garages must be fully closed. The maintenance and repair of garages is the sole responsibility of the owner.

3) Articles other than patio-type furniture and certain plants shall not be placed on the balconies, patios, terraces or lanais or other Common Elements or limited Common elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais or other portions of the Property. Items that are permitted may be restricted or limited, when in the eyes of the Property Management or Board of Directors, such items constitute clutter. Any decision of the Board shall be final and binding.

a) GRILLS (Barbeque)

- (1) **Propane containers are prohibited** anywhere on the property ; to include tanks, canister and to include the storage of same on any balcony, patio, storage unit, garage, common element, limited common element, and in or on any vehicle.
- (2) ELECTRIC grills are permitted on balconies (2nd and 3rd story units).
- (3) ELECTRIC and CHARCOAL grills are permitted on patios (1st floor units).
- (4) ALL charcoal grills MUST be moved a minimum of ten feet (10') from the building before lighting and using.
- (5) Personal grills must be returned to your patios when you are finished using them. Unattended grills found on Common Elements will be confiscated and disposed of. Grills are to be secured during the threat of a hurricane. see also para 11
- (6) Grilling accessories are to be stored in either your storage rooms or inside your unit.
- (7) Whether using your personal grill or the free-standing grills provided throughout the complex, residents are responsible for all safety issues surrounding such usage (to include recognizing the dryness of the grass and the potential fire hazard). Residents are required to police the area following their usage and clean up all charcoal, trash, debris, food, and foodstuffs.
- (8) Failure to adhere to the foregoing will result in a one-time warning. All subsequent warnings shall carry with them, a monetary fine and possible revocation of the grilling privilege; to include the removal of your grill.

4) No Unit Owner or occupant shall permit anything to fall or be tossed from a window, door, or balcony of the Condominium or Association Property, or sweep or throw from the Condominium or Association Property any dirt, trash, cigarette butts, or other substance onto any of the balconies, patios, terraces, lanais or elsewhere in the Building or upon the Common Elements.

5) Garbage, refuse, trash or rubbish shall be deposited in the dumpster located at the rear gate entry at Hilton Rd. Residents are to properly seal their trash bags prior to tossing them in the dumpster. BULK DROP-OFF IS NOT PERMITTED. This includes, but is not limited to couches, chairs, grills, appliances, furniture, beds, etc. Residents are to make their own arrangements for the disposal of such items or come to the office to arrange for a Bulk pick-up date; keeping in mind that such dates are limited pursuant to Coconut Creek Code Enforcement and the trash pick-up service company used by the Condominium. see also para. 22.

6) No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, or permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. Residents are not to congregate in the breezeways and children are not to play in the breezeways.

7) Children are the direct responsibility of their parents or legal guardians, to include full supervision of them while within the Condominium Property, including full compliance by them with these Rules and Regulations and all of the rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the pool and spa. (see also para. 15). Residents are reminded that the State of Florida has enacted laws to protect our Ducks. Residents are forbidden to harass the ducks or to disturb their nests.

8) No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Condominium or Association Property, except signs used or approved by the Board. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or in the Common Elements, without the prior written consent of the Board of Directors of the Association. Exterior modifications may also be restricted by provisions of the Master Covenants. (see also Declaration 9.1 and para. 20 herein; Vehicle Policy).

1/25/08: All Move-in's / Move-out's are to be finished by 9 pm. If it is anticipated that a move in/out will go beyond that time, the tenant/resident will be required to cease and continue the following day. Any truck is to be moved to an unobtrusive location and in no case shall the rear of the truck be permitted to extend over the sidewalk when the move is completed or is being held in abeyance. Failure to comply will be subject to forfeiture of their move-in/out deposit and/or security deposit.

9) A unit owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or trees/shrubs/bushes of the building. Notwithstanding the foregoing, any unit owner may display one portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way one portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

a.) While this policy is all inclusive, the Association will be tolerant of a minimal display of Holiday decorations, to include Christmas, Chanukah, Kwanza, Halloween, Thanksgiving, and the arrival of a new-born child. However, such decorations are not to be installed in a manner harmful to any existing structure or plant life, and are not to be put up earlier than 14 days prior to the event and must be removed within 72 hrs (3 days) of the end of the event. The Board, in its sole discretion, may determine what is considered minimal, reasonable, and tasteful and any decision regarding same shall be binding upon the resident (s).

10) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies. No fireworks of any kind or description (including sparklers) are permitted to be lit, set-off, detonated, or discharged on the premises (to include being propelled into the air).

11) A unit owner or occupant who plans to be absent during the hurricane season must prepare their Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnish the Association with the name(s) of such firm or individual. Such firm or individual is to secure the unit with shutters (1st floor only) at such time as the State's or County's official hurricane warning is issued and the shutters must be removed within 5 days of the end of the hurricane. The foregoing time frame also applies to all residents who remain at the complex.

12) Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. Maintenance staff does not engage in any personal work or assignments for individual unit owners or residents during their normal working hours or at anytime while on the Condominium's payroll. Office personnel are not to be utilized for any personal tasks of unit owners. Unit owners availing themselves of the Clubhouse/Office facilities are to do so with the knowledge of the Property Manager or his/her designate. Any supplies required by a unit owner or their representative (pads, pens, clips, telephone etc.) are to be provided by the unit owner. Additionally:

a. Any unit owner in need of personal office services (copying, faxing, notary etc.) may do so at the sole convenience of the Property Manager; or in his/her absence, that of the Administrative Assistant and/or Board Member. All such services have a fee schedule which is posted in the Clubhouse and is to be paid by the requesting party, in cash, and either prior to receiving the service or prior to leaving the Clubhouse at the discretion of the authorizing individual.

b. Any and all personal or legal requests or services including but not limited to copying, faxing, notary, telephone calls, and shall be limited to two (2) such requests per unit owner per calendar year and such requests must be in writing and be explicit as to the nature and type of request and items requested. The inspection, review, or any other related task is to be accomplished during regular office hours at 5071 Wiles Rd., Coconut Creek, FL and within ten (10) days of the request.

13) Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonable preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. Dishes and any attached or supporting parts may not overhang railings and in no instance are dishes and attached/supporting parts to be affixed directly into Condominium Property (including the drilling or making of holes in the buildings in order to run wires or cables through to the inside of the unit.)

14) No window air-conditioning units may be installed by unit owners or occupants. No unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly or offensive materials may be placed on any window or glass or be visible through such window or glass door.

15) Pool, Spa, Clubhouse, Fitness Room, Tennis Court and Playground:

All recreational facilities are for the sole use of legal Evergreen Residents; as is individual presence on the Property of Evergreen Lakes. Guests are Restricted to two (2) per unit. More than two guests, parties, reunions, gatherings, etc. must be approved by the Administration Office in advance. Violation of this rule will result in an immediate fine (no warning required) and the possible revocation of privileges.

(a) The Pool and Spa hours are dawn to dusk (until such time as a gate locking system is implemented, allowing residents access at any time at their own risk). Children under the age of twelve (12) must be accompanied by adult supervision (18 years of age).

(b) Glass containers are prohibited anywhere in the Pool/spa, fitness room, playground or tennis courts. Alcoholic beverages, in any container, are prohibited. Smoking is prohibited in the

Clubhouse, Pool/Spa area, Tennis Courts, and Fitness Room.

(c) While eating in the Pool/spa area may be tolerated, the Board retains the right to strictly forbid food and foodstuffs in the area if residents fail to properly dispose of their garbage/trash. Grills are prohibited in the pool area.

(d) Only pool-type items are permitted in the pool area. Bicycles, big wheels, toy strollers etc. are prohibited. If necessary to bring infants to the pool in strollers, such items must be properly secured and placed out of harm's way----for both the occupant and others using the area.

(e) **Pool and Spa**----Adhere to posted Rules. **All children still in Diapers are to wear infant swimwear diapers. Violation of this rule may result in immediate revocation of pool/spa privileges as well as fines and the cost of cleaning "accidents."**

16) Fitness Room

The exercise room is used at your own risk. No one under the age of 16 is permitted to use the equipment without a supervising adult present in the exercise room. Bottled water in a plastic container is permitted; however, no foodstuffs of any kind are permitted in the exercise room.

17) Tennis Court

The tennis court is for playing tennis only. Any other activity, including but not limited to, bicycling, skateboarding, roller skating or soccer is prohibited.

18) Playground

The Playground is intended for the use of children under the age of 13. Any child under the age of 7 should be accompanied by an adult.

19) PET POLICY (SEE ATTACHED)

20) VEHICLE POLICY (SEE ATTACHED)

21) LEASING POLICY (SEE ATTACHED)

22) TRASH POLICY (SEE ATTACHED)

23) Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, and all rules and regulations which from time to time may be adopted subsequently, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. It is incumbent upon all residents to duly notify guests, visitors, and contractors of pertinent portions herein as it is the resident who is ultimately responsible for any unauthorized acts or violations of their guests.

a)These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

20) VEHICLE POLICY

Parking Permits (Decals)

1. In conjunction with Condominium Rules and Regulations, " Vehicles on Property"; A. thru N.; the following additional policy is hereby incorporated into the existing policy.

2. Beginning May 14 thru June 28, 2007, Evergreen Lakes shall institute a parking permit policy by which all residents (Unit owners and tenants) shall be required to have a decal visible on their vehicle(s). Residents shall have the above period of time in which to obtain their decals; after which they will be subject to having their vehicle(s) towed.

3. The decals shall cost \$1.00 apiece and be limited as follows for the length of their residency:

1 BDR. UNITS; UP TO 2 DECALS (\$2.00)

2 BDR. UNITS; UP TO 3 DECALS (\$3.00)

3 BDR. UNITS; UP TO 4 DECALS (\$4.00)

4. Additional decals may be provided dependent on Condo Rules and Regulations and at the discretion of the Board of Directors and at a cost of \$10.00 per additional decal. Any unit owner/resident who fails to take advantage of obtaining their decals during the implementation period shall be charged \$10.00 for their household allotment. Stolen or destroyed (tampered with) decals may be replaced at a cost of \$15.00 per decal. Once a resident is provided with their original allotment of decals, any additional decals needed for any reason, once approved, shall be at a cost of either \$10.00 or \$15.00 per decal; dependent upon the circumstances enumerated above.

5. New owners and/or tenants will have three (3) days following their move in date in which to obtain their decal(s). (Excluding weekends).

a). New residents with out-of-State tags will not be provided a decal until such time as they obtain Florida tags and/or registration, see para.(m) below. These individuals will be provided a 15 day temporary parking pass.

6. Decals shall be placed on the vehicle by management to ensure consistent placement and that no commercial vehicles have a decal placed on them. See attached "Prohibited Vehicles". Decals will be placed on the lower portion of the front windshield (passenger side). **Residents are cautioned to NOT remove a decal once it is affixed to the vehicle. Doing so causes the decal to display "tampered with" and will result in a destroyed decal thereby rendering it null and void, and the need to replace your decal at a cost of \$15.00.** See para 4.

Vehicles on the Property

(a) All Residents are to register their vehicle(s) with the office; Make, Model, year, Color, License plate information, Drivers License and Insurance Carrier. The number of vehicles allowed per unit shall be in conjunction with the number of bedrooms in the unit and/or the number of licensed drivers in the household. (see para. 3 above)

(b) No resident commercial vehicle(s) are permitted on the Property; as well as certain passenger vehicles. (see attchd. "Prohibited Vehicles")

(1) Contractors doing bonafide work on the property must gain access through the Administration Office and display a visitor pass on their windshield which denotes the date and time they need to have access and the building/unit number at which they will be working.

(c) Guest vehicles must display a visitor card (placard) to avoid being towed. Residents shall be provided up to three (3) visitor passes each month. Each month the visitor pass will change color thereby requiring residents to come to the clubhouse to return their prior month's allotment and receive the new, randomly selected color. Failure to return the same amount of passes as originally provided will result in either being given the same amount of passes as are returned or a charge of \$3.00 for each replacement card. Visitor passes need not be filled in or written upon. The presence of same, visible on the dashboard will suffice.

(d) Repair work is not permitted on the premises, with the exception of changing wipers, fixing a flat or adding a QT, of oil (NO OIL CHANGES).

(e) Vehicle(s) must be parked "head in" so that Police and Security have ready visibility to license plates and decals.

(f) The speed limit for all motorized vehicles on the property is fifteen miles per hour (15 MPH).

(g) Residents are encouraged **not** to bring their vehicle's tires butting up against the curb. This practice causes the vehicle to overlap the sidewalk and impinge on the right of way of pedestrians, bicyclists, children and residents pushing strollers; **as well as resulting in the possible damage (scratches) to your vehicle.**

(h) No motorized vehicle (with the exception of golf carts used by maintenance) are to be used on any common element that is frequented by walkers, joggers, roller bladders, bicyclists, baby strollers etc. Motorized vehicles include, but are not limited to the following gas or electric operated forms: Mini motorcycles, scooters, ATV's, hybrid/motorized bicycles, skateboards, wagons.

(i) Children under the age of 14 should be properly attired (pads, helmet etc.) and under adult supervision.

(j) Any item extending out of a vehicle's window or extending more than three feet (3 ') from the rear of the vehicle is to have a clearly visible "red" flag attached to it.

k) Vehicles in violation of Para. a, b and c will be towed at the owners expense without prior notification to the offending vehicle/driver.

(l) Residents in violation of other provisions of this policy will be given a notice of violation and subsequent fine (for repeat offenders).

(m) Owners and Tenants are reminded that pursuant to the Florida Criminal Law and Motor Vehicle Handbook, section 320.01 and sections 320.02, 320.131, 320.1325, and 320.38, they are to have proper insurance on their vehicle (s), and must register their vehicle (s) with the State of Florida within ten (10) days of becoming a resident.

ADDENDUM TO ITEM 20, VEHICLE POLICY

PROHIBITED VEHICLES (IN RESIDENTIAL ZONES)

COMMERCIAL VEHICLE DEFINED:

1. SELF PROPELLED OR TOWED VEHICLE USED TO TRANSPORT PASSENGERS OR CARGO
2. GROSS VEHICLE WGT. OVER 10,000 LBS. (5 TONS)
3. DESIGNED TO TRANSPORT MORE THAN 15 PEOPLE (INCL. DRIVER)
4. A VEHICLE OR TRUCK MODIFIED WITH RACKS , RAILINGS OR COVERED TOP AND/OR DESIGNED TO CARRY LUMBER, LADDERS, GLASS, AND COMPRESSORSETC.
5. USED TO TRANSPORT MATERIALS DETERMINED TO BE OR CLASSIFIED AS HAZARDOUS PURSUANT TO HAZARDOUS MATERIALS TRANSPORTATION ACT; 49 USC, SS 1801, SEQ.
6. MOTOR VEHICLES MODIFIED, ALTERED OR CUSTOMIZED FOR THE PURPOSES OF A COMMERCIAL BUSINESS, SO THAT SUPPLIES, EQUIPMENT OR MATERIALS ARE NOT STORED IN THE VEHICLE;
TO A HEIGHT IN EXCESS OF THE PERMANENT SIDES OF THE VEHICLE, OR SUCH SUPPLIES, EQUIPMENT, OR MATERIALS ARE VISIBLE, OR NOT ENCLOSED IN A PROFESSIONAL MADE CONTAINER AND EXTENDS MORE THAN TWELVE (12) INCHES ABOVE THE ROOF LINE AND NOT BEYOND THE WINDSHIELD LINE

TO INCLUDE, BUT NOT LIMITED TO:

- TRUCK ----TWO AXLES AND SIX TIRES OR 3 AXLES
- TRAILER, SEMI-TRAILER, TANDEM TRAILER, TRUCK TRAILER, HORSE TRAILER
- TAXICABS (HIRED OR FOR HIRE BY PASSENGERS); LIMOUSINES
- HEARSE, VAN, CAMPER TRAILER, TRAVEL TRAILER, MOBILE HOME
- BOAT AND BOAT TRAILER, AIRBOAT, OFF-ROAD VEHICLE
- ANY VEHICLE OUTFITTED OR MODIFIED FOR HABITATION
- ANY VEHICLE IN WHICH FOOD AND/OR BEVERAGE IS STORED OR SOLD
- ANY OF ABOVE REGARDLESS OF WHETHER SUCH VEHICLE IS ATTACHED TO ANOTHER VEHICLE
- ANY TRACTOR TRUCK, TRACTOR TRAILER, SEMI-TRAILER, OR COMBINATION OF ANY OF THE ABOVE, DUMP TRUCK, CONCRETE MIXER, PRESSURE WASHER, BUCKET TRUCK AND TOWING OR RECOVERY VEHICLE AND ANY HEAVY CONSTRUCTION EQUIPMENT WHETHER ON THE ROAD OR, ON OR ATTACHED TO ANOTHER VEHICLE
- COMMERCIAL PLATES, TRUCK PLATES
- PERMANENTLY ALTERED BY HAVING SEATS AND/OR SEAT FITTINGS REMOVED TO FACILITATE THE TRANSPORTATION OF PROPERTY

- OUTSIDE LETTERING DISPLAYING INFORMATION IDENTIFYING A BUSINESS OR OTHER NONPERSONAL USE OF ANY KIND (EXCLUSIVE OF FRONT LICENSE PLATE) OR WHICH IS DEFINED (AS COMMERCIAL) BY FLORIDA STATUTES.
- ANY LETTERING FOR ADVERTISING PURPOSES AND/OR IN A COLOR OR STYLE THAT CONTRASTS WITH THAT OF THE VEHICLE.

PASSENGER VEHICLES

A VEHICLE TO INCLUDE ANY AUTOMOBILE, TRUCK, VAN, OR MOTORCYCLE USED SOLELY FOR PERSONAL ACTIVITIES.

SUCH VEHICLES SHALL NOT HAVE OUTSIDE PERMANENT OR NONPERMANENT LETTERING OR MODIFICATIONS THAT DISPLAY INFORMATION IDENTIFYING A BUSINESS OR OTHER NON-PERSONAL USE OF ANY KIND.

ALL PASSENGER VEHICLES SHALL HAVE CURRENT LICENSE, REGISTRATION AND INSURANCE, AND SHALL BE IN MECHANICAL WORKING ORDER

DAMAGED VEHICLES MUST BE REPAIRED WITHIN A REASONABLE TIME FRAME.

ANY AND ALL DISPUTES SHALL BE RESOLVED BY THE BOARD OF DIRECTORS IN CONCERT WITH EXISTING COCONUT CREEK MUNICIPAL CODES AND AT THE SOLE DISCRETION OF THE BOARD. ALL DECISIONS OF THE BOARD ARE FINAL AND BINDING.

21) LEASING POLICY
see also Declaration 17.8)

1. When renting their units, all unit owners must adhere to the procedures outlined and documented in the administration office.
2. They are to submit fully completed applications, listing all potential residents (Adults and Children), as well as pet descriptions with photographs; vehicle type with registration/insurance information. (See Pet and Vehicle Regulations).
3. All fully completed lease application must be submitted to the Board of Directors for approval PRIOR to any tenant being permitted to move in. As the Board no longer generates credit reports on prospective tenants, it is the obligation of the unit owner to obtain such information and for the unit owner to be solely responsible for the credit worthiness of their tenant. Approvals and denials by the Board are typically based on the results of Evergreen Lakes Condominium Association conducting a criminal record check and /or a pre-existing violation of the Rules and Regulations. (I.e. pet policy, number of occupants, etc.). The Board retains the right to reinstate the generation of credit reports.
4. All leases/rentals are required to be for a period **NOT LESS** than six (6) months and unit owners should construct their lease agreement to state that fact, along with strict penalties (if they so desire) for early termination. Sub-leases are subject to the same procedures, requirements, and scrutiny as if they were the original lease and sub-leasing is restricted to no more than one during the period of the original lease.

5. Unit owners are reminded that they are restricted to no more than two rentals per calendar year and that when this criteria is met, they shall be obligated to keep their unit vacant for the remainder of the twelve month period or be subject to fines enumerated in Para. 6 (Below)

6. Unit owners who do not adhere To Para 3 and who unilaterally choose to place a tenant in their unit prior to the Board's approval will be fined \$100.00 per day (retroactive to the day their tenant first gained occupancy) and continuing until the criteria in Para 3 is met. If the violation is not cured within ten (10) days, the Association shall take steps to begin the fining process again, as well as terminate the lease and begin the eviction process; all at the expense of the violating unit owner.

7. The foregoing leasing policy is to encourage long term leases; to thwart the influx of seasonal or short term rentals; to maintain the stability and security of the complex; to prevent Evergreen Lakes from becoming a beehive of incoming and outgoing tenant activity; and to allow the administration office more freedom in tackling more pressing Condominium Association matters.

22) TRASH POLICY

see also Rules & Regulations para. 5)

Evergreen Lakes no longer provides a Valet Trash Service. (as of Dec. 31, 2006)
All residents shall bring their own trash to the compactor by the rear gate/car wash area.

- 1. No Trash is to be placed outside your doors at any time.
- 2. Residents utilizing the trash compactor are reminded to adequately seal their trash bags.
- 3. Violations of the Trash Procedures are not required to be accompanied by a "Violation Notice."

ALL VIOLATIONS WILL BE ASSESSED A \$100.00 FINE

ABSOLUTELY NO TRASH WILL BE PERMITTED OUTSIDE YOUR DOOR AT ANY TIME.

BULK DROP OFF (see para. 5 herein) IS ON A SCHEDULED BASIS ONLY ON THE PREMISES.

All Service Refuse offers one bulk pick up per quarter for our community. Notices will be clearly posted prior to all (4) bulk pickup dates per year. Please call the Evergreen Lakes Office directly, prior to bulk drop offs, to make all arrangements.
RESIDENTS FOUND DROPPING OFF BULK ITEMS WITHOUT ADHEREING TO THE REQUIREMENTS IN PARA. 5 WILL BE FINED \$100.00 PLUS THE COST OF HAVING THE ITEMS REMOVED.

19) PET POLICY

Pets, birds and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration (see 17.3).

(a) Dogs or cats shall not be permitted outside of their owner's unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium.

(b) Any resident, who does not abide by State and County leash laws, does so at their own risk. The owner of an unleashed pet who causes harm to another pet (to include protected Ducks) or to a human shall be prosecuted to the full extent the law permits. Any harm that befalls an unleashed pet shall be the sole responsibility of the pet's owner.

(c) Fish or caged domestic (household-type) birds may be kept in the units, subject to the provision of the Declaration

(d) Unit owners and/or Lessees are restricted to two pets per unit and are required to submit to the administration office a full description of their pet(s) (breed, name, weight coloring) along with a picture of the pet(s) and the information contained in Para. (m) (along with your veterinarian's name and telephone number).

(e) The aggregate weight limit per unit shall be 70 lbs.; with no one pet exceeding 35 lbs. If the weight of the pet is questionable or challenged, owners must submit a vets' certification as to the weight and/or submit to the pet being weighed by the management.

(f) Unit owners who currently have pets (effective October 17, 2006) that exceed the weight limits shall be provided with a grandfather clause allowing them to retain the pet(s) in question for as long the pet remains in their household.

(g) Existing Legal leasing tenants (see leasing policy) who currently have pets, and whose pets are registered with the Association at the Management Office, that exceed the above weight limits, shall be provided with a grandfather clause allowing them to retain the pet(s) in question for the duration of their current lease or renewal of that lease.

(h) In the event a unit owner or lessee loses a pet to death or any other circumstance, they are **Not** permitted to replace that pet with another pet that exceeds the weight limits established in Para.(e).or causes their household aggregate to exceed same. Any grandfather clause would cease to exist in the event of a "lost" pet.

- (i) Residents are cautioned not to bring in puppies when it is customary and reasonable to predict that they exceed the above weight limits when fully grown.
- (j) Pit bulls (or pit bull mixes) of any size or age are prohibited. Other breeds will be considered on a case by case basis.
- (k) Breeding is not permitted.
- (l) Dog (pet)- sitting and grooming services are prohibited.
- (m) State and County pet registration and vaccination laws apply to all pets on the premises and all applicable pets are to have the appropriate tags.
- (n) Reptiles are not permitted.
- (o) Any exotic animal or animal that violates Florida State Statutes for their possession is prohibited.
- (p) This community provides many “dog stations” around the grounds, both along the inner circle around the lake and at various points around the parking lot. Dog owners are required pick up their pet’s waste and dispose of same. Pet owners should leave their homes with a bag or two when they begin their walk. Leaving the scene with the excuse that you were going to get a bag and return to pick up the waste will not preclude the offending owner from receiving a fine.**

Exercise the same courtesy and hygiene in our Common areas as you would inside your home. Remember, that we have children and workers on the grassy areas all day long.

Violation “Notices” are NOT required for the violation of items (c), (d), (e), and (p) contained herein. First violations shall be accompanied by a minimum fine and all fines shall be in accordance with the Declaration and Rules and Regulations contained herein.