

AMENDED AND RESTATED RULES AND REGULATIONS FOR SUMMIT TRAIL

PREAMBLE: These rules and regulations amend and restate in their entirety those rules and regulations recorded at Official Record Book 5048, Page 1365, Public Records of Palm Beach County, Florida, as well as add additional provisions thereto. These amended and restated rules and regulations for Summit Trail are hereby deemed covenants running with the land as described in that Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement of Summit Trail as recorded at Official Record Book 5048, Page 1343, Public Records of Palm Beach County, Florida. All owners, lessees, visitors and guests shall equally comply with these rules and regulations, which shall be recorded in the public records of the County.

1. General.

- (a) No owner, lessee, visitor or guest shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
- (b) Barbecue grills shall be used in the courtyard only and stored within the patio-villa, out of sight.
- (c) No clothes or similar articles shall be hung where they can be seen on or above the fence line of the courtyard,
- (d) Bicycles, toys and clutter shall not be left outside of the patio-villa courtyard fence, and must be stored within the patio-villa, out of sight.

2. Vehicles and Parking.

- (a) The following vehicles and items ("Prohibited Vehicles^{1*}") shall not be permitted to park anywhere within Summit Trail, except as otherwise permitted Subsection (b) below: Motorcycles, dirt bikes or other two-wheeled motorized vehicles; mopeds and other self-powered bicycles; trucks, whether covered or uncovered, whether with a bed top or without, unless permitted under Subsection (b)(6) below; humvees; agriculture vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that

are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles unless permitted under Subsection b(5) below and which can fit totally within the confines of the parking space.

(b) The following shall not be considering Prohibited Vehicles, subject to other provisions in these rules and ^regulations:

(1) Moving vans for the purpose of loading and unloading, and thereafter, only in areas designated by the Board of Directors of the Association,

(2) Vehicles, regardless of classification, necessary for the maintenance, repair and protection of any property within Summit Trail

(3) Service and delivery vehicles, servicing the Association, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question,

(4) Police and Emergency vehicles.

(5) Certain vans and sports utility vehicles which are permitted: A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also (if any) at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which can fit totally within the confines of the parking space.

(6) Certain pick-ups which are permitted: A pick-up truck which is not a commercial vehicle as defined below, having a carrying capacity of three-quarter ton or less, which can fit totally within the confines of the parking space.

(c) Classifications and Definitions.

(1) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the

Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection b(5) above, a State registration or title classification shall have no bearing on determination of the classifications under this Rule number two.

- (2) A "commercial vehicle" shall mean any motor vehicle which is commercially lettered or contains a commercial or business logo-Actual use of the vehicle shall yield to its outward appearance. The covering of a sign and logo shall make the vehicle not a commercial vehicle under these rules and regulations.
- (d) The following additional restrictions shall apply:
- (1) Notwithstanding any provision contained to the contrary above, no vehicle shall be permitted (and shall be considered a Prohibited Vehicle under this Rule number two if the vehicle is an eyesore, does not appear operable or is not currently registered.
 - (2) There will be times when vehicles must be removed from the parking area to accommodate the maintenance, repair or replacement of the parking areas in Summit Trail Upon reasonable notice from the Association that the foregoing will occur, each owner, resident, guest and invitee shall remove his/her vehicle for the time period requested, after which time same shall be considered an improperly parked vehicle under this Rule number two.
 - (3) There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance, such the changing of a tire or battery.
 - (4) Each owner, whether it is the vehicle of the owner or his lessee or otherwise, is responsible for any damages caused to the parking areas by vehicles owned or driven by the owner or residents in the patio-villa.
 - (5) Other than landscaping equipment as directed by the Association, no vehicles shall be parked on the grass or in the streets or blocking sidewalks.

- (6) Only head-in parking shall be permitted, except as otherwise approved by the Board of Directors.
 - (7) Each resident must register each vehicle, upon moving into Summit Trail and as vehicles change. The Association will issue a resident permit sticker for each resident vehicle, with a maximum of two per patio-villa. A guest who visits for more than three days must obtain a guest parking permit sticker. After the guest resides in Summit Trail for a period of ninety days (whether or not the guest may leave for portion of that time), the guest must apply for and be issued a resident parking permit sticker, at which time the guest will be considered a permanent resident and may not park in guest parking spaces; such guest shall be subject to the parking limitations in these rules and regulations, including Subsection 10 below.
 - (8) The residents of a patio-villa may use only those parking spaces assigned to that particular patio-villa and may not park in guest parking spaces. The parking of a vehicle by guests is limited to guest parking spaces only.
 - (9) Every person parking a vehicle within Summit Trail does so at his or her own risk, and the Association is not responsible for any damages to same, whether or not the Association is negligent.
 - (10) There shall be a limit of two vehicles for residents of each patio-villa. Except as otherwise provided in this section, residents of a patio-villa who have more than two vehicles may not park the additional vehicles within Summit Trail. To the extent that there is an owner or resident of another patio-villa who does not require use of both reserved parking spaces, that owner may enter into a written agreement on a form supplied by the Association giving permission for the use of a parking space by another for the duration of the written agreement. The Association will issue a parking sticker permit for that particular vehicle or vehicles for the duration of the agreement. The Association must be given a copy of the agreement for its files.
- (e) **Remedy of Towing.** If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from Summit Trail, the Association shall have the option and right but not the obligation to have

the vehicle towed away at the vehicle owner's expense.

3. **Pets.**

- (a) Owners, tenants and guests are permitted to have pets and animals as a privilege, only as follows: Animals and pets shall be restricted to two dogs or two cats not to exceed, forty pounds when measured at maturity, birds in cages in reasonable numbers and fish in tanks. No such pet or animal shall be bred, or kept for commercial purposes. The foregoing shall apply to visiting pets and animals as well. No other pets shall be permitted.
- (b) When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog or cat firmly held by collar and leash. No dogs or cats shall be permitted to run at large outside the Unit. Dogs and cats shall not be walked outside of the patio-villa other than surrounding the pet owner's patio-villa courtyard.
- (c) The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
- (d) The pet/animal owner and the owner of the patio-villa involved shall be strictly liable for damages caused by the pet/animal.
- (e) Any pet/animal owner's privilege to have a pet/animal reside in Summit Trail shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.
- (f) There shall be no feeding of any animals or birds, whether a pet or not, anywhere on the common area.
- (g) No wildlife feeders are permitted anywhere within Summit Trail.
- (h) Exception. The provisions of this Rule number three shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

4. **Architectural Control.**

- (a) The Declaration prohibits the defacing or changing of the color of the exterior of the patio-villas. This provision will be strictly enforced.
- (b) Nothing is to be stored or planted in or near the air conditioning unit

bordered by a ficus hedge or other landscaping.

- (c) No "for sale", "for lease" or any other sign shall be placed such that it is visible from the exterior of any patio-villa within Summit Trail.
- (d) Hurricane shutters must exactly fit each window and must be either clear plexiglass, aluminum, or plywood painted with Salem gray paint to match the trim and fence color. Shutters may not be placed in the closed position from December 1 through May 31 of each year, except when a hurricane watch is issued and until the storm and danger has passed.
- (e) No owner or resident may make any alteration or improvement in the common area except that plantings are allowed outside the fence but not exceeding two feet therefrom, and only with prior written Board approval.

5. **Trash.**

- (a) Trash must be placed in sealed plastic bags within covered trash cans.
- (b) Trash shall be placed out for collection behind one of the assigned vehicle parking spaces no earlier than 6:00 p.m. on the night before collection and must be taken in by the evening of the pick up day.
- (c) Recyclables will be placed in their appropriate bins.

6. **Leasing and Transfer of Title to Patio-Villas.**

- (a) Any owner wishing to lease or sell a unit or any person obtaining title to a unit through the death of an owner, must seek and obtain prior written Board approval. In the event of a lease (which would include a lease renewal and sublease), sale or gift, such approval must be obtained prior to the occupancy under the lease, sale or gift. As to a devise or inheritance, the continued right to occupy or use a patio-villa shall be subject to prior written approval of the Board of Directors. Any guests occupying a patio-villa for more than ninety days must obtain approval of the Association to continue occupying the patio-villa as a guest. A lease, sale, gift, devise, inheritance or guest use as just stated is referred to as a "Transfer" under this rule and regulation number 6.

(See Amendment)

- (b) An owner shall provide the Board of Directors with written notice of a

Transfer at least thirty days prior to the proposed Transfer and occupancy thereunder, together with the Transfer fee, names and addresses of the proposed owners, lessees and intended occupants and such other information as the Board may reasonably require. The Board may require the personal appearance of any owners and tenants and intended adult occupants as a condition of approval. The Board of Directors shall have a period of thirty days from the date of its receipt of the Transfer fee, the notice and all information and appearances requested, within which to approve or disapprove of the proposed Transfer. The failure of the Board to approve or disapprove within this time period shall constitute an automatic approval of the Board of Directors.

In the event of a sale or other transfer of title to a patio-villa, if the Association disapproves of the Transfer but does not have good cause for doing so, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the patio-villa as determined by the average of two appraisers paid for by the parties to the Transfer, Good cause for disapproval shall include, but not be limited to, the failure of the proper party to seek and obtain approval of the Board of Directors as provided for in this rule and regulation. **(See Amendment)**

- (d) Any transfer which is not approved or which is disapproved pursuant to the terms of this rule and regulation shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in the Declaration should this rule and regulation be violated.
- (e) The Association is vested with the authority to prescribe an application form requiring specific personal, social, financial, and other data relating to the applicants and intended occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the applicants and intended occupants within the time limits extended to the Association for that purpose as set forth in this rule and regulation. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- (f) The Board of Directors is permitted to charge a nonrefundable Transfer

fee in Connection with an application for approval of a Transfer. Until changed by the Board of Directors, the Transfer fee is \$75.00, except that in the event of a renewal of a lease with the same lessees and adult occupants, the Transfer fee shall not be required. **(See Amendment)**

- (g) The minimum term for a lease is one month. Owners relinquish their rights to use the common areas' and facilities during the term of the lease.

7. **Garage/Patio Sales.** No patio-villa be a host to more than two garage/patio sales per calendar year and none shall be conducted without notification to and approval by the Board of Directors prior to the conduct of the sale.

8. **Clubhouse Use.**

- (a) Entering the clubhouse with wet bathing attire is not permitted. When existing the pool area, the side doors for access to the restrooms and the main fence gate must be used.
- (b) Residents may obtain an agreement from the Association to use the clubhouse for private functions, only with the prior specific written permission from the Board of Directors, which shall be sought not less than two weeks prior to the date of the particular event. The Association shall be permitted to adopt an agreement which must be signed by the resident as a condition to use. The Association shall be entitled to collect a damage deposit which shall be utilized for any cost incurred by the Association for clean-up or for damages. The difference (or the entire deposit if there is no necessity for the Association to provide clean-up or repair damages) will be returned to the resident. Due to the lack of available parking, guests of the function must utilize guest parking spaces in Summit Trail.
- (c) Pets shall be prohibited in the clubhouse.
- (d) Use of the swimming pool and spa area is restricted to residents and their guests, with the limitation that not more than three guests may use the swimming pool or spa area unless approved in advanced by the Board of Directors. This limitation is made because of an endeavor not to overburden the swimming pool and spa facilities and thereby deprive other owners, residents and guests from being able to use these areas.

9. **Lake Areas.**

- (a) No boating or swimming is allowed in the lakes.
- (b) No ball playing or recreation activities are allowed around the lake areas.
- (c) Only residents or guests are allowed to fish in the lakes.
- (d) No fishing with live bait is permitted. (Artificial bait must be used).
- (e) No net or trap fishing is permitted.
- (f) Bass fish cannot be kept unless they are between thirteen (13) and seventeen (17) inches in length. Others must be thrown back.
- (g) Wildlife shall not be disturbed or taken as pets.

10. **Swimming Pool/Spa area.**

- (a) I.D. key is required.
- (b) The pool/spa is used at the user's risk.
- (c) Residents are responsible for guests' behavior.
- (d) There is a three guest maximum per unit, except as otherwise approved in advance by the Board of Directors.
- (e) One must shower before entering pool or spa.
- (f) Suntan lotion or other oil products must be removed before entering pool or spa.
- (g) Towels must be placed on chairs if using suntan lotion or other oil products.
- (h) Children in diapers shall be required to wear a plastic cover over diaper when entering the pool or spa.
- (i) No resident under twelve (12) years of age shall be permitted at any time in pool area unless accompanied by a supervising adult. However, after dark, a supervising adult must accompany any resident under

fourteen (14) years of age. No guest under the age of eighteen (18) years of age shall be permitted in pool area unless accompanied by a supervising adult.

- (j) No nude bathing is allowed.
- (k) No animals or pets shall be permitted in the pool and spa area.
- (l) No alcoholic beverages are allowed in the pool and spa area.
- (m) No diving or jumping is permitted into the pool or spa.
- (n) No beach ball, floats, or toys are permitted in pool or pool/spa area.
- (o) No loud radio playing in pool/spa area is permitted.
- (p) No glassware is permitted in pool/spa area.
- (q) Life saving or pool/spa equipment is not to be used as toys.
- (r) No pushing or running is permitted in the pool/spa area.
- (s) Not more than twenty-eight (28) persons are allowed in the pool and no more than five (5) persons are allowed in the spa at one time.
- (t) Use of the swimming pool and spa area is restricted to residents and their guests.

11. **Assessments**. Annual assessments are due on the first day of each month and shall bear a late fee of \$10.00 and interest if the assessment is not paid on or before the tenth day of each month. Nonpayment of assessments will result in the filing of a claim of lien and the institution of foreclosure proceedings, resulting in a substantial cost to the delinquent owner.

12. **Liability of the Association.**

- (a) Subject to Subsection (c) below, the Association will be responsible for the damage referred to only in the event that the Association is at fault. The Association would be viewed at fault where the Association is either negligent or breached its maintenance obligations as to the common area improvements which caused the damage to the patio villa.
- (b) Simply because damage occurs will not automatically subject the

Association to liability. Therefore, should an owner believe that an improvement in the common area is the cause of damage to the patio villa for which the Association is liable, the owner may file a claim with the Association but must file a claim with the owner's insurance carrier if one exists. The Association may choose to file a claim with the Association's insurance carrier as well. If the insurance carrier for the owner pays the entirety of the damage, then the Association will not have liability even if at fault. To the extent that the owner's insurance carrier denies coverage or due to a deductible or other reason a portion of the claim is not covered and the insurance carrier so informs the owner, then the owner shall so notify the Association with written evidence from the owner's insurance carrier as to its coverage or non-coverage. Upon receiving all relevant information, the Association will either pay the uncovered portion of the loss if the Association believes it is at fault or the Association will advise the owner in writing of its intention not to pay the uncovered portion of the loss because the Association believes that it is not at fault. The burden would then be on the owner to convince the Association that the cause of the damage is the fault of the Association; simply because the damage occurred will not in and of itself establish fault. If at the end of this process, the Association still believes that it is not at fault, then the Association will not pay for the uncovered portion of the claim, unless a court orders otherwise.

- (c) Paragraph 5 of the Declaration obligates each owner to carry casualty insurance on the patio villa, and if the owner fails to do so, the Association shall purchase the insurance and assess the owner for the cost. The Association would not ordinarily become aware of the nonexistence of insurance coverage' to be able to place the insurance. Therefore, it is up to each owner to so advise the Association in writing of the lack of insurance in order to permit the Association to procure it. To the extent that the owner has failed to carry the required insurance and has failed to so notify the Association in writing, then the Association will not have any responsibility for the damages referenced under this Resolution whether or not the Association was at fault in causing the damage. Nothing in this Resolution shall be interpreted to provide a different result.

13. **Inspection of Official Records.**

- (a) The inspection of official records shall be limited to Tuesdays and Fridays; from 7:30 p.m. to 10:00 p.m. each and every week, except for federal holidays.

- (b) All official records inspection shall take place at the Association clubhouse.
- (c) Not less than ten full business days notice shall be provided in writing by an owner wishing to inspect any official records. The written notice must specify the specific official records sought to be inspected, the person(s) who will perform the inspection, and shall indicate the date on which the inspection of official records shall occur within the time frames referred to in subsection (a) of this rule and regulation.
- (d) Any owner requesting copies of official records shall pay for the copies at the rate of \$.05 per page. The Association shall be permitted to require that the owner provide a check for the costs of photocopying in advance of receiving the copies.

APPROVED by the Board of Directors on this 20th day of September, 2000.

**SUMMIT TRAIL HOMEOWNERS
ASSOCIATION, INC.**

By: Barbara L. Panuski
President

Attest: Sandra Coakley
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 20 day of September, 2000, before me personally appeared Barbara L. Panuski, as president and Sandra Coakley, as secretary of SUMMIT TRAIL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free acts and deeds as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at West Palm Beach the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC

Sign: Geraldine A. Legendyk
Print: Geraldine A. Legendyk

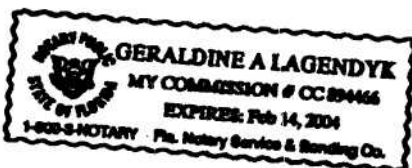


Exhibit "1"

AMENDMENTS TO THE AMENDED AND RESTATED RULES AND REGULATIONS OF SUMMIT TRAIL HOMEOWNERS ASSOCIATION, INC.
(Effective upon Recordation in the Public Records)

"6. Leasing and Transfer of Title to Patio-Villas

- (g) The minimum term for a lease is one three (3) months. Owners relinquish their rights to use the common areas and facilities during the term of the lease.
- (h) No lease shall be made more often than once in any twelve (12) month period, For purposes of calculation, a lease shall be considered as made on the first day of the lease term,
- (i) Subleasing of a Patio-Villa shall be absolutely prohibited. Furthermore, no rooms shall be rented \n any Patio-Villa The intention is that only entire Patio-Villas may be rented, and Patio-Villas may not be sublet,
- (j) Every lease as of the date of recording of this Rule, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:
 - A. The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease,
 - B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83. Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

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(k) Beginning with the date on which this amendment is recorded, no Owner may lease his or her Patio-Villa during the first twenty-four months of ownership, with only the following exceptions to apply

1. In the event that by virtue of an Owner's death, a probate proceeding is filed and a Patio-Villa is being probated, the estate shall be permitted to lease the Patio-Villa one time only so long as the estate complies with the other requirements of Rule 6 of the Rules and Regulations. Once the estate conveys title to the Patio-Villa, and the new Owner(s) is/are heir(s) of the estate, the heir(s) shall be permitted to lease the Patio-Villa so long as same complies with the other requirements of Rule 6 of the Rules and Regulations of the Association. However, if the conveyance of title pursuant to the probate is other than to an heir of the estate, then the new Owner may not lease the Patio-Villa during the first twenty-four months of ownership.
2. In the event that an Owner dies thereby vesting legal title to the Patio-Villa in the heirs, but no probate proceeding has been filed, prior to a probate being filed, the Patio-Villa may be leased one time only, so long as the heirs comply with the other requirements of Rule 6 of the Rules and Regulations of the Association. Upon the filing of a probate proceeding, the provisions of subsection k(1) above shall apply to permit the estate to lease one time as provided for in subsection k(1) above.
3. In the event of a transfer of title to a trust or in the name of trustee(s), the new Owner is entitled to rent the Patio-Villa at any time, subject to the other provisions of Rule 6 of the Rules and Regulations of the Association.
4. In the event title to a Patio-Villa which is not subject to an exception in this Section 6(k) is transferred subject to an existing lease permitted by this Rule, the twenty-four month provision of this Rule shall still apply but the said lease may continue in force but cannot be renewed or extended."

Exhibit "1"

AMENDMENT TO THE AMENDED AND RESTATED RULES AND REGULATIONS OF SUMMIT TRAIL HOMEOWNERS ASSOCIATION, INC.
(Effective upon Recordation in the Public Records)

1. **Section 4(a) of the Amended and Restated Rules and Regulations shall be amended to provide as follows:**

"4. Architectural Control.

- (a) The Declaration prohibits the defacing or changing of the color or finish of the exterior of the patio-villas. The provision will be strictly enforced. The Declaration also prohibits other decoration or alteration of the exterior of the patio-villa without the prior consent of the Board of Directors of the Association; therefore, where an owner wishes to change, alter, decorate or add to the patio-villa exterior (other than changing the color or finish which is prohibited altogether), the owner must first seek and obtain the prior written approval from the Board of Directors. This rule does not require Board approval for temporary holiday decorations placed on the exterior of the patio-villa just prior to and during holidays."