

LAKE BERNADETTE COMMUNITY ASSOCIATION, INC.

RULES AND REGULATIONS 2018

Rules and Regulations, Clarifications/Revisions and Interpretations of the Lake Bernadette Amended and Restated Declaration of Covenants, Restrictions, and Easements and the Lake Bernadette Community Association, Inc. are enacted pursuant to the authority granted by the Declaration of Covenants Article IX, Section 34, unanimously adopted and approved by the Board of Directors on 24 January 2018 and promulgated by posting on the HOA website. Effective date: 24 January 2018. These Rules and Regulations 2018 do not amend the Declaration but instead interpret and/or clarify the Declaration where permitted. The Rules and Regulations set forth below replace and supersede Rules and Regulations of previous years and prior revisions.

ARTICLE IX. Section 6. Parking.

The following Restatement of Art. IX, Section 6. Parking - is promulgated pursuant to the authority granted to the Board of Directors in Section 6 (c) "to promulgate additional rules and regulations pertaining to parking".

(a) The parking and storage of registered, operational automobiles shall be limited to garages, driveways of Residences and other paved surfaces designated by the Association by members and their guests/tenants. No motor vehicle shall block or partially compromise a public sidewalk or park so as to block direct vehicular access to any mailbox by the postal carrier. Per Pasco County Ordinance, no motor vehicle of any kind or variety shall be parked on the streets of Lake Bernadette at any time. Violators will be reported to the Pasco Sheriff for legal action. Improperly parked vehicles on Association property may be towed/impounded at the expense of the owner.

(1) No recreational vehicle belonging to a member, guest/tenant including but not limited to, boats, campers, trailers, built up truck bed enclosures, and vans other than small passenger vans, shall be parked or stored on a regular basis on any Dedicated Parcel (except in an enclosed garage with the garage door kept completely closed). As a practical rule, if such vehicles do not fit in the attached garage, they are considered to fall into this category of recreational vehicles. Boats and campers (RVs) may be parked occasionally for provisioning and unloading not in excess of 12 hours.

(2) An inoperative vehicle includes a vehicle that is in a state of disrepair and incapable of immediate movement under its own power, or a vehicle that is incapable of being lawfully operated on the streets of the State of Florida. A vehicle shall be deemed inoperative if one or more parts which are required for the safe operation of the vehicle are missing, are dismantled, are inoperative or are not attached to the vehicle as designed. A vehicle shall be presumed incapable of being lawfully operated on the streets of the State of Florida if a current registration tag, also known as a license plate of a category required under state law as a condition of operation upon the public streets or highways, is not properly affixed to the assigned vehicle.

(3) Inoperable vehicles will be considered a nuisance and hazard to the community. No inoperable vehicle belonging to a member, guest/tenant shall be parked or stored on any lot or driveway in public view that does not bear visible current registration and a current visible (attached to the vehicle) license tag from the State of Florida or other applicable licensing governmental agency. No inoperable vehicle shall be supported by blocks or any means of support other than its traditionally affixed wheels/tires for maintenance or storage for any period of time unless completely enclosed within a garage with the doors of the garage completely closed. No inoperable motorized vehicle shall be stored on any lot or driveway in public view for a period of time exceeding twenty-four (24) hours. No motorized or wheeled vehicle including automobiles, motorcycles, trailers (by way of illustration and not by way of limitation) shall at any time be parked or stored on any lot or driveway in public view covered by plastic, vinyl, burlap, cloth or other covering sheet material. No motorized vehicle shall be parked or stored on any lot or driveway in public view that is leaking oil, gasoline or any other liquid. No motorized vehicle shall be parked or stored on any lot or driveway unless its engine is started and the vehicle is moved no less than every fourteen (14) days under its own power, unassisted. A flat tire and/or expired license plate renders the vehicle inoperative within the meaning of this paragraph.

(4) Storage, service and repair of an inoperative or disabled motor vehicle(s) is permitted only when such storage, service and repair is conducted entirely within the confines of a completely enclosed garage (garage

door(s) closed), and also provided that the motor vehicle is the property of the owner or occupier of the lot and that such use is not a commercial use of the property for the benefit of non-owners whether the work is gratuitous or for profit.

(b) No commercial vehicles, including any vehicles sold as commercial or exceeding the height of a residential passenger van, of any variety belonging to a member, guest/tenant shall be parked or stored on a regular basis on private property, except in an enclosed garage with the garage door kept completely closed. No commercial vehicle or trailer may be parked at any time on the streets of Lake Bernadette or on private driveways for any purpose other than pick-up and/or delivery and for such purpose is limited to ½ hour. The only exceptions to the aforementioned restriction would be a construction vehicle or moving van or other vehicle/trailer used in household moving in which case the vehicle's stay would be limited to daylight active construction hours or loading/unloading of a moving van/vehicle. This prohibition includes but is not limited to private vehicles/trailers with commercial advertising, and/or private vehicles/trailers containing commercial implements such as tools and/or ladders, any variety of truck with more than 4 tires and/or any variety of box truck or high-top vans. Upon the expiration of 24 hours' notice, continued violation may result in a special assessment to the parcel owner.

ARTICLE IX. Section 4. Trash Cans (including Recycle Containers) and Exterior Equipment.

Trash cans and recycle containers in Lake Bernadette are to be placed curbside on the morning of designated trash/recycle pick-up days or late the night before, and the empty containers are to be removed on the same day that trash is collected. Trash/recycle cans/containers must be concealed from view from the street or adjoining lots at all times other than on trash/recycle pick-up days. Arrangement may be made for disposal of large items or quantities of trash by calling the trash vendor; but large trash objects, i.e., refrigerator, couches, furniture, et al, **MAY NOT** be stored curbside until/awaiting the special pick-up. Violators will be given 24 hours' notice to remove the large trash items. Absent action by the violator to remove large trash items within 24 hours, notice will be posted charging a \$100 fine per day the item(s) remains curbside. Yard waste not to exceed 50 lbs. is to be securely bundled – no more than 4ft in length.

ARTICLE IX. Section 13. Fencing

Fences in Lake Bernadette are subject to Design Review Board (DRB) review and prior approval. Acceptable materials are white PVC or another color PVC approved by the DRB. **Wood fences are no longer allowed in Lake Bernadette.** Existing wood fences approved under the 1992 Design Review Guidelines must be kept in good repair and not allowed to rot or decay. Upon such time as existing wood fences are not able to be maintained in good repair and order, a new PVC designed fence may replace it with DRB approval. Fences in Lake Bernadette shall not exceed 6' or 4', for special yards, in height depending on where the fence is located. Special yards are defined as the land area between the principal structure and the rear or side property line abutting a lake, golf fairway, environmental area or other common open space. No principal or accessory structures and walls or fences over four feet (4') in height may be allowed within the area considered a special yard. Landscaping and in particular hedges which act as a perimeter fence/screen are subject to the same height limitations as fencing for subject area(s). A perimeter hedge which exceeds the height limitation may be cut to the proper height by the Association and the expenses charged to the homeowner as a special assessment should the homeowner not respond timely to the First Notice of Violation for exceeding the height limitation.

ARTICLE IX. Section 16. Mailboxes

Owners are responsible for keeping their mailboxes clean and free of mold/mildew. With the exceptions of Wimbledon Greens and Fairway Villas, the Association replaces/repairs mailboxes that have been damaged or have become unsightly. If an owner or resident has an issue with his/her mailbox, they may call 813-936-4117 or email dschek@greenacre.com for assistance.

ARTICLE IX. Section 31. Sidewalks

All sidewalks in Lake Bernadette are the maintenance responsibility of the owner of the property which they adjoin. That is to say, if a sidewalk is in front of a residence, the maintenance responsibility for that sidewalk rests solely with the owner of the residence/property. Sidewalks which adjoin HOA-owned property are the maintenance responsibility of the HOA. A sidewalk that adjoins or comes between the street and the property of a sub-association and/or the golf course is the maintenance responsibility of the sub-association and/or the golf course.

Maintenance of sidewalks includes: immediate repair and/or replacement in the event of buckling; mold/mildew removal; repair and/or replacement in the event of heaving or change in elevation due to underlying tree roots; trimming of overhanging branches to allow safe pedestrian passage - the foregoing set forth as illustrations and not by way of limitation.

Sidewalks are not to be painted or stained. The plane of the sidewalks is not to be disturbed by the installation of brick pavers or other changes to the driveway/s. Nothing is to be parked or stored on sidewalks that would wholly or partially block the use of the sidewalk by pedestrians.

ARTICLE IX. Section 29. Nuisances

Outdoor Burning Other Than Occasional Grilling or BBQ.

Outdoor burning other than occasional grilling or BBQ is prohibited in Lake Bernadette. This prohibition applies to the burning of trash, wood, paper, plastic, cardboard, chemicals, paint, or other combustibles that emit smoke and/or smell during the combustion process. This prohibition includes fire pits, bonfires, fire basins and other open and contained burning devices. **The Board of Directors deems and declares outdoor burning other than occasional grilling and BBQ to be a “nuisance” within the meaning of The Declaration of Covenants.**

Recreational Equipment

Recreational equipment and apparatus including but not limited to soccer nets, swing-sets, play houses, climbing apparatus and trampolines are to be located in backyards behind fencing 6ft in height previously approved by the Design Review Board/Board of Directors and any such equipment shall not exceed 6ft in height. Portable basketball hoops must be kept out of view when not in use. A permanent basketball hoop may be installed adjacent to the driveway with an approved DRB application. Basketball hoops may not be placed in the street at any time or at such a location that allows basketball to be played in the street.

ARTICLE IX. Section 1. General Maintenance. Trees

Trees growing on private property are the maintenance responsibility of the homeowner. Trees growing on property owned by the Association are the maintenance responsibility of the Association. Trees growing on the property of the CDD are the maintenance responsibility of the CDD. Trees whose branches grow across a property line become the maintenance responsibility of the property onto which they grow. Tree limbs overhanging public streets are the maintenance responsibility of the property owner of the tree. The Association does not trim trees growing on private property. Allowing a tree or tree branch to come into contact with a roof in a service area or sub-association constitutes a maintenance violation and if not timely cured by the homeowner may result in the Association having the work done and the expenses charged to the owner as a special assessment.