

**Prestwick Chase Homeowners' Association**  
**Rules and Regulations**  
**Revised on November 19, 2003**

**Motor Vehicles:**

1. Motor vehicles shall not at any time be permitted on grassy areas or sidewalks. This also applies to guests' and visitors' motor vehicles, moving vans and other commercial service vehicles, unless approved in advance by the Board of Directors. No motor vehicle, van, truck, etc., shall be permitted to park on the street after sundown. Parking temporarily will be permitted during the day only as indicated in No. 4 below.
2. Owners and their tenants, etc., are permitted to use only those parking spaces assigned to their particular residence. Their guests may also use the spaces marked "Guests" as well as their resident space. Parking in another's assigned space, without permission, or on any unpaved area will result in the offending vehicle being tagged with a warning and, after 24 hours, being towed at the owner's expenses, as well as the appropriate fine being imposed.
3. No trailers, campers, boats, trucks, or vans larger than a mini-van (except as defined by the documents) shall be kept outside a garage overnight.
4. Commercial vehicles and vehicles bearing a commercial sign or display shall not be permitted to park or use our streets, except temporarily during periods of construction, service to a resident, or repair.
5. The speed limit within Prestwick Chase is 15 mph.
6. Any unregistered, unauthorized, or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.
7. There shall be no assembling or disassembling of a motor vehicle within the community. This includes, but is not limited to, the changing of oil, lubricants, use of any other fluids, no general maintenance, except for the changing of tire(s), battery, or the cleansing of a vehicle.

**Residences:**

1. All windows must have standard neutral color coverings. The use of reflective coatings on windows and sliding doors must conform to the architectural standards in accordance with the documents.
2. Outside lights on units may be white or yellow only, with the exception of the Holiday Season. Holiday lights and home decorations shall be removed within seven (7) days after the Holiday Season.

**Prestwick Chase Homeowners' Association**  
**Rules and Regulations**  
**Revised on November 19, 2003**

3. Security lights must be approved by the Prestwick Chase Homeowners' (PCHO) Board of Directors and, when installed, cannot infringe on other homeowner's domain.
4. Plant replacement inside the courtyard is the Owner's responsibility.
5. Barbecue grills and similar devices shall be used inside courtyards or patios only.
6. No clothes or similar articles shall be hung on balconies, fences, or outdoors for any purpose whatsoever, except that they may be hung within courtyards providing they are below the height of the courtyard fence and are not visible from the street area.
7. Bicycles, toys, or clutter shall not be left outside the courtyards at any time. These articles may, in fact, be impounded and returned, if claimed, for payment of the fine imposed.
8. No sign(s) of any kind may be displayed anywhere in the Prestwick Chase community.
9. All antennas and aerials (including parabolic antennas) must be concealed inside attic space or locations approved by the Architectural Review Committee (ARC). Mini-satellite dishes may be permitted by applying to the Board of Directors (BOD), and the PGA Property Owner's Association (POA) and ARC Committees.
10. For security and aesthetic reasons, garage doors must be closed when ingress and egress to and from the garage is not required.
11. All trash containers should be numbered with the Owner's Unit number. Household garbage is picked up on Tuesday and Friday (along with recyclables should be placed at curb side not earlier than 7:00 p.m. of the preceding day. Empty containers should be removed as soon as possible, but no later than 7:00 p.m. on the day of pick-up. Trash and garden debris will be placed in bags and picked up on Tuesday, recyclables on Friday.
12. Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc., shall not be placed in trash receptacles or otherwise disposed of in or around our community. All such toxic or hazardous waste products must be properly disposed of according to city, county, state, and federal laws at the resident's or Owner's expense.
13. No building, out building, garage, wall, or other structure of any kind may be installed. No alteration, change in color by paint or otherwise, addition, changing, remolding, or adding to the exterior of any Unit shall be permitted without proper approval, and as

**Prestwick Chase Homeowners' Association**  
**Rules and Regulations**  
**Revised on November 19, 2003**

allowed by the Documents. No shed, temporary structures of any kind shall be permitted. Screen enclosures, storm shutters, and other additions are subject to architectural standards, and must be approved in advance by the ARC, in accordance with the Documents.

14. Maintenance of all property where responsibility is that of the Owner, shall be required to meet the standards required by this community. All garage doors, gates, screened enclosures, screened patio surfaces, shutters, and other areas and items that fall to the responsibility of the Owner shall be kept and maintained in proper repair. Failure to do so will result in a fine(s) and, after proper notice and where possible, be maintained by the community at the Owner's expense.

**Pets:**

Note: All pets are regulated by the City of Palm Beach Gardens' Leash Law, which is attached.

1. The term "pet(s)" shall mean a cat or dog. Pets may not exceed 25 pounds in weight. Pets shall be restricted to no more than two (2) pets per dwelling.
2. The Association may have the pets, which are offensive to other residents, removed after written notice to the Owner. In the case of an emergency, or if the pet is found loose on the grounds of the community, they may be removed without notice to the Owner, provided notice is given when possible or as soon as thereafter practical. Should any litigation arise from any of these actions, the prevailing party will be entitled to recover reasonable attorney's fees and costs incurred as a result of any action.
3. Pets shall be on a leash at all times within the community, as is required by the community rule and/or city and applicable county ordinances. Pets running loose will be reported to the proper authorities and picked up and impounded. Pets are not to be walked on common area grass or near buildings, but outside the entrances on the green area between the bike path and the street. The owner of each pet shall be required to pick up any droppings and clean up after the pet in order to properly maintain the community. If after one (1) notification of the Lessee's or Owner's failure to adhere to this rule/regulation and if such violation continues, fines, as stated, will be imposed.

**General:**

1. All Owners are required to have a current copy of the Documents, Rules, Bylaws, and Incorporation Papers of Prestwick Chase Homeowners' Association and Property Owners' Association; and, at the time of sale, convey these copies to the new Owner.

**Prestwick Chase Homeowners' Association**  
**Rules and Regulations**  
**Revised on November 19, 2003**

All Owners are responsible for transmitting a copy of the Rules and Regulations to any tenant and are directly responsible for their abiding by them.

2. All Owners, tenants, children, and guests shall abide by the posted rules at the swimming pool and allied areas. No children under the age of 14 years old will be permitted in the pool and related area without an accompanying adult of at least 18 years of age. No pets are allowed in the pool area. No bicycles, skateboards, rollerblades, or other objectionable movable toys/objects are allowed to be used in the pool or the pool area. Bicycles may be parked in the pool area. Violation of this rule may result in suspension of pool privileges over and above the appropriate fine. No diapered person is permitted in the pool area.
3. There shall be no parties given in the common areas, including the pool area without prior permission of the Board of Directors. If approved, a deposit is required and will be returned if the pool area is left clean and undamaged. No party will be given exclusive use of the pool area. Pool hours are sunrise to sunset and are regulated by the county and city ordinances.
4. No nuisance or unlawful activity shall be permitted to exist upon any property so as to be detrimental to any other property in the vicinity thereof, or to its occupants, or to any other resident of the community. No Owner, guest, lessee, or agent of the Owner will interfere with the rights, comforts, or convenience of others.
5. No resident shall make or permit any disturbing noises in or about the buildings or permit any conduct by his family, guests, or others which will interfere with the rights, comforts, or conveniences of other property owners. No resident shall pay or permit to be operated a phonograph, television, radio, or amplifier in such a manner as to disturb or annoy another resident(s).
6. Complaints regarding a nuisance or disturbance caused by an Owner, lessee, or guest must be submitted in writing to the property manager with a copy to the Board of Directors. Without a written complaint, action will only be taken in the case of an emergency or, if more than one resident makes a complaint.
7. No business of any kind may be conducted in a Prestwick Chase residence, except as defined as an "at home business", as defined by law and is not abusive to any other community resident. Sales canvassing or distribution of circulars is not allowed within the community.

**Enforcement:**

1. In accordance with the documents of the PCHOA, the Board may either have the violation(s) corrected, with any charges involved being charged back to the Owner (a

**Prestwick Chase Homeowners' Association**  
**Rules and Regulations**  
**Revised on November 19, 2003**

lien may be recorded against your property if the amounts are not paid timely), or shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the declaration. In the event of legal action, you could be held responsible for any fees and costs involved.

**Fines:**

In addition to all other remedies, including those set forth above, in the sole discretion of the Board of Directors of Prestwick Chase Homeowners' Association, Inc., a fine or fines and any related expense charges may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained in the Articles of Incorporation, the Declaration of Covenants and Restrictions, or Bylaws of Prestwick Chase, or rules and regulations promulgated pursuant thereto, including any amendments, provided the following procedures are adhered to:

Note: The Prestwick Chase Homeowners' Association shall notify the Owner of the infraction or infractions, and the Owner shall correct the infraction(s) within fourteen (14) days of receipt of said notice.

1. Hearing: The fine and suspension procedures require that the person violating the governing documents get fourteen (14) days' notice and an opportunity for a hearing before a committee made up of, at least, three (3) members of the Association, appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, director, or employee.
2. Please note that suspension of common area use rights does not include prevention of access to the parcel, or prevention of parking rights on the property.
3. Penalties: The Committee may impose individual assessments as fines against the property owned by the Owner not in excess of One Hundred and 00/100 (\$100.00) Dollars for each occurrence, plus a charge for any related expense(s).
4. Payment of Penalties and Related Charges: Fines shall be paid no later than thirty (30) days after note of the imposition or assessment of the penalties.
5. Collection of Fines: Fines shall be treated as an individual assessment otherwise due to the Prestwick Chase Homeowners' Association.
6. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

**Prestwick Chase Homeowners' Association**  
**Rules and Regulations**  
**Revised on November 19, 2003**

7. Non-Exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Prestwick Chase Homeowners' Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Prestwick Chase Homeowners' Association may otherwise be entitled to recover by law from such Owner.

All Owners are directly responsible for the fines incurred by their tenants, lessees, guests, etc., and will be looked upon as if the Owners had committed the violation themselves.