

RULES AND REGULATIONS

FOR

Century Gardens

HOMEOWNERS ASSOCIATION, INC.

## **RULES & REGULATIONS**

### **DOCUMENTATION**

The Rules and Regulations of Century Gardens Homeowners Association are based on and rely upon the following documents:

- a) The Homeowners Association Act of the State of Florida, Florida Statute Chapter 720, Other Statutes of the State of Florida, and any amendment thereof.
- b) The Declaration of Century Gardens Homeowners Association as amended.
- c) The By-Laws of Century Gardens Homeowners Association as amended.
- d) Articles of Incorporation of Century Gardens Homeowners Association as amended.
- e) City and or County Laws and Ordinances as amended.

### **COMPLIANCE**

All unit owners, their tenants, families, guests, invitees, employees and any other persons who may in any manner use the property or the grounds shall be bound by and shall comply strictly with the provisions of the Declaration, the By-Laws, and the House Rules as set forth hereinafter, and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time. Failure to comply with any of the aforementioned documents shall be grounds for assessment of penalties of \$100.00 per day up to \$1,000.00 and for an action to recover sums due for negligence or damage or for injunctive relief by the Association, or in a proper case, by an aggrieved homeowner, or any combination thereof.

### **COMPLAINTS AND NOTICES**

Complaints regarding the Management of the Association and grounds or regarding actions of other owners shall be made in writing to Management. In the event of a complaint filed against a homeowner, our Management Company will notify the homeowner, against whom the complaint has been filed, requesting said homeowner to correct the situation. If the unit owner fails to comply, the Management Company will notify the offending unit owner to appear before members of the fine committee. Decisions may be appealed by either party to the committee, which in turn will be presented to the Board of Directors of the Association. The decision of the Board of Directors shall be final and binding upon all parties

### **EXPENSE OF ENFORCEMENT**

Every homeowner shall pay to the Association promptly on demand all fines, penalties, costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such unit thereof for enforcing any provisions of the Act, the Declaration, the By-Laws or the House Rules against such owner or any occupant of the property.

### **AMENDMENTS**

These Rules and Regulations may be modified, added to, amended or repealed at any time by the Board of Directors in writing to owners.

### **OWNER / TENANT - REGULATIONS**

- Any individual wishing to lease or purchase a home must complete the application, interview and orientation process prior to taking occupancy of the property.
- The Board shall have up to Thirty (30) days to make a decision on a prospective owner or tenant.
- Occupants not listed at the time of application will be considered "unapproved" and subject to immediate removal and eviction of such.
- Homes shall not be occupied or used for storage by the applicant or their personal property without the prior written Certificate of Approval being issued by the Association.

Moving Hours are: Monday thru Friday 9 A.M. – 6 P.M. excluding Sundays and Legal Holidays.

## **LEASES**

- Homes may be leased, licensed or occupied only in the entirety and no fraction or portion may be rented.
- Individual rooms of a house may not be leased in any basis.
- No transient tenants may be accommodated in a home.
- All leases or occupancy agreements shall be in writing and a copy must be provided to the Association.
- All leases must be approved by Association and shall provide that the association has the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document, or instrument governing Century Gardens Village or administered by Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the documents or instruments at such Owner's sole cost and expense.
- Leasing of Homes shall also be subject to the prior written approval of Association. No Homes may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term.
- No lease term shall be less than (30) days.
- No subleasing or assignment of lease rights by the tenant is permitted.
- Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner.
- Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property.
- Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant.
- Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Homes.

## **ALTERATIONS, ADDITIONS & ACC**

### *Windows, Fences and Screens*

- No walls or fences shall be erected or installed without prior written consent of ACC. No chain link fencing of any kind shall be allowed. No Lot shall have any chain link fencing within its boundaries.
- Each owner shall be responsible for maintaining any fencing within his or her lot
- All screening and screened enclosures shall require the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color.
- All enclosures of balconies or patios, including, without limitation, addition of vinyl windows, and decks shall require the prior written approval of the ACC.
- Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.
- No security bars shall be placed on the windows of any Home without prior written approval of the ACC.
- No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.
- No window or wall air conditioning unit may be installed in any window or wall of a Home.

### *Hurricane Shutters*

- Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approve in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of the hurricane watch or warning or as the Board may determine otherwise.
- Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness or hurricane shutters.

### *Satellite Dishes and Antennas*

- No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home, Lot or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by the Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas.
- Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of Century Gardens Village. No Owner shall operate any equipment or device, which will interfere with the radio or television reception of others.
- All antennas not permitted by the Federal Communications Commission ("FCC") Rules are prohibited. Installation, Maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

### *Signs and Flags*

- No Sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sport equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Century Gardens Village that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by the Declaration and without the prior written approval thereof by governmental agencies, if necessary (e.g., permit boards); provide, however, signs required by governmental agencies and approved by the ACC may be displayed.
- "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than twelve inches (12") by twelve inches (12").
- No sign may be placed in the window of a Home.
- No in-going flagpoles shall be permitted within Century Gardens Village, unless written approval of the ACC is obtained.
- Notwithstanding the foregoing, (i) flags that are no larger than twenty-four inches (24") by thirty six inches (36") in size, attached to a Home and displayed for the purpose of a holiday; and (ii) United States of America flags that are no larger than twenty four inches (24") by forty eight inches (48") in size, posted on a three-foot (3") pole and attached at a forty-five degree (45o) angle from the Home shall be permitted without ACC approval.

### *Sports Equipment*

- No recreational, playground or sports equipment shall be installed or placed within or about any portion of Century Gardens Village without prior written consent of the ACC.
- No basketball backboards, backboard, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on

the inside portion of corner Homes within the setback lines. No basketball hoops shall be attached to a Home and portable basketball hoops must be stored inside the Home.

- Tree houses or platforms of a similar nature shall not be constructed on any part of a Home.
- No tennis courts are permitted within Lot.

#### *Storage*

- No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of the Declaration.
- Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.
- No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Century Gardens Village or within any Home or Parcel, except those, which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

#### *Miscellaneous*

- No alteration, additions or modification to a parcel, lot or home, or change in the appearance thereof, shall not be made without the written approval from the ACC as required by the Declaration of Covenants and Restrictions.
- Subject to applicable building codes, the owner of a home sharing a party roof with an adjoining home shall not make any alterations, additions, or structural changes in the party roof without the written consents of the ACC.
- No decorative objects including, but not limited to, birdbaths, figurines, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Century Gardens Village without the prior written approval of the ACC.
- Holiday lighting and decorations shall be permitted here under commencing on Thanksgiving and shall be removed not later than January 15 of the following year. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).
- Single Family Homes shall be repainted within forty-five (45) days of notice by the ACC.
- Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk.
- No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC.

### **USE RESTRICTIONS**

#### *Animals*

- No animal of any kind shall be raised, bred or kept within any Century Gardens Village for commercial purpose.
- The Association may prohibit breeds of dogs that the board considers dangerous at its sole discretion.
- Owners may keep domestic pets as permitted by the county ordinances up to a limit of two such pets weighing 30 pounds or less each, per home.

- Pets may be kept only so long as such pets or animals do not constitute a nuisance. All pets shall be walked on a leash. The person walking the pet, or the owner shall clean up all matter created by the pet. Each owner shall be responsible for the activities of its pet. No pet shall be permitted outside a home unless such pet is kept on a leash or within an enclosed section of the yard of a home, as approved by the ACC.
- No pet or animal shall be “tied out” on the exterior of the home or common areas, or left unattended in a yard or on a balcony, porch, or patio.
- No dog runs, or enclosures shall be permitted on any home.
- When notice of removal of any pet is given by the Board, the pet shall be removed within 48 hours of the giving of the notice.
- Feeding stray animals is prohibited.

#### *Commercial Activity*

- Except for sale and resale, no commercial or business activity shall be conducted in any home within Century Gardens. No owner may actively engage in any solicitation for commercial purpose and no solicitors of commercial nature shall be permitted within Century Gardens without prior written consent from the Association. No garage sale permitted.

#### *Control of Contractors*

- Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

#### *Drainage System*

- Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home, which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities.

### **GENERAL OCCUPANCY**

- Each Home, the Common Areas and any portion of Century Gardens Village shall not be used in any manner contrary to the Association Documents.
- Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants, and invitees.
- No cooking shall be permitted, nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The Association has the right to prohibit or restrict the use of grills or barbecue facilities throughout Century Gardens Village.
- In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants, and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Association shall not have any responsibility of any nature relating to any unoccupied Home.
- No fuel storage shall be permitted within Century Gardens Village.

- All personal Property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel, or Homes, or any other portion of Century Gardens Village, which is unsightly, or which interferes with the comfort and convenience of others.
- Subject to the provision of section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shake hung or exposed so as to be visible outside the Home, Lot or Parcel. Clotheslines may be installed in the rear yard of the Home so long as not visible from the front of the Home.
- No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Century Gardens Village is permitted.
- No firearms shall be discharged within Century Gardens Village. Nothing shall be done or kept within the Common Areas, or any other portion of Century Gardens Village, including a Home or Parcel, which will increase the rate of insurance to be paid by Association.
- Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her Home. The Association shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.
- Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.
- Playing, riding bikes, practicing sports, and any other recreational activities shall not be done in common area unless the association makes available amenities for that purpose. In that case, the activity shall be limited to the designated area.
- No illegal or immoral activities allowed anywhere on the property.

## **DRIVEWAY, VEHICLES & PARKING**

### *Vehicles and Parking*

- Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk.
- No vehicle of any nature shall be park on any portion of Century Gardens or lot except on the surfaced parking area thereof.
- Owners/residents are prohibited from parking in guest parking spaces.
- No vehicle shall remain parked on any guest-parking slot for longer than 24 hours.
- No vehicles used in business for the purpose of transporting goods, or any trucks or vans which are larger than three-quarter ton shall be park in Century Gardens Village except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one-ton capacity or smaller and personal vehicles that can be appropriately parked within the driveway of a home (not blocking the sidewalk) may be parked in Century Gardens.
- No vehicles with expired registration, expired license plate, or flat tire may be kept within public view anywhere within the community.
- No vehicle which cannot operate on its own power shall remain in the community for longer than 12 hours, except in the garage of a home.
- No repairs or maintenance, except emergency repairs, of vehicles shall be made within Century Gardens Village, except in the garage of a home.
- No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within public view.
- No vehicles displaying advertising shall be parked within the public view. No vehicle shall be use as a domicile or residence either temporary or permanently.
- Parking in front of the mailboxes is limited to 15 minutes for mail pick up only. Violators will be towed immediately.

### *Prohibited Vehicles*

- No commercial vehicles, limousine, boat, trailers, or camper may be kept within the community except in the garage of a home.
- Recreational, utility, law enforcement or clean “non-working” vehicles shall not be deemed as commercial vehicles if they are used by the owner on a daily basis for normal transportation.
- ATVs, and other similar motorized vehicles, are not to be use in the community.

### *Driveway and Sidewalk Repairs*

- Each owner shall be responsible to timely repair, maintain and/or replace the driveway that comprises a part of a home and sidewalk abutting the front lot or side of the home, including but not limited to any damage caused by the Developer, the Association or by the holder of an easement over which such driveway or sidewalk is constructed.
- Each owner agrees reimburse the association any expenses incurred in repairing any damage to such driveway or sidewalk in the event that such owner fails to make the required repairs, together with the highest interest rate allowed by law.
- Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, with or without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, Easement Areas , or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway.

### *Garages*

- Each Home will have its own garage.
- No garage shall be converted into a general living area unless specifically approved by the ACC.
- Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

### *Visibility on Corners*

- Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

### *Easements*

- Each owner sharing a party roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the homes sharing the party roof

### **REFUSE/TRASH**

- No outside burning of trash or garbage is permitted.
- No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home Lot or Parcel.
- Each Owner shall be responsible for properly depositing garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets.



- Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Home so that they are not visible from outside the Home out of the day of pick-up.
- Dirt, trash, plant, and tree cutting and debris resulting from all operations shall be removed and all areas left in clean conditions before the end of the day.

## **POOLS**

- No aboveground pools shall be permitted.
- All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration.
- The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation on the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Homes.
- Pool screening shall not extend beyond the sides of the Home without express approval by the ACC.
- All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment).

## **RECREATIONAL FACILITIES (POOL & PLAYGROUND)**

- All posted rules and regulations in the areas are to be strictly observed. Only 4 guests per home are permitted.
- All persons using the recreational facilities shall carry an ID at all times.
- Hours - Sunrise to Sunset.
- The climbing of fences, gates or squeezing in through the security bars is prohibited.
- Children under 12 years of age are not permitted to use the facilities unless they are accompanied by an adult (a person at least 18 years of age). Those who cannot swim should be protected by wearing life-saving devices while utilizing the pool.
- All bathers must shower before entering the pool.
- No surfboard or floats are permitted in the pool or pool area.
- No running, shoving, excessive noise, playing ball or horseplay in the pool or pool area.
- Food is permitted in the pool area however not inside the pool.
- Beverages are permitted in the pool only in unbreakable plastic containers. No glass / metal containers allowed.
- No alcohol is permitted at any time while using the recreational facilities (even if reserved for party).
- Only bathing attire is allowed in the pool. No diapers or training pants permitted in the pool.
- Life preservers are for emergency use only and are not to be removed from the pool area.
- Pets are not permitted in any of the recreational facilities including the pool.
- Bikes, skates, skateboards, roller blades, scooters and other toys are not permitted in the recreational facilities.
- Motorcycles or other motor vehicles are not permitted in the recreational facilities.
- The swimming pool and pool area is to be used solely for residents and their invited guests. Those who swim in the pool and utilize the other recreational facilities, shall do so at their own risk, and the Association shall not be liable for any personal injury, loss of life, property loss or damages in any way caused or arising from the use of the recreational facilities. There is no lifeguard on duty.
- All persons shall comply with the requests of the Management Company and members of the Board of Directors respecting matters of personal conduct at or around the pool and recreational area.

Management and the Board of Directors are authorized to remove from the pool area any violators of these rules at any time.

### **GYMNASIUM**

- We strive to uphold a safe, clean and enjoyable environment. As such, we expect proper, respectful conduct on the premises at all times.
- No smoking or vaping allowed
- No gum/food/or any beverage but water allowed. Water shall be storage in plastic sealed containers.
- No children under 18 years old with parent supervision. (Underage waiver must be signed by parent or guardian prior).
- We are not responsible for any lost or stolen items. Lost and found items will be discarded if not claimed within 1 weeks from the day the item was found.
- You will not be permitted to use the facility without your access card at any time. Use of card by anyone other than registered residents of the unit will cause it to be confiscated. Trespassing action will be enforced.
- Proper workout attire (shorts, t-shirts, sweatpants, sweatshirts) should be worn. No inappropriate or vulgar words or graphics may be worn.
- No bare feet are allowed on the floor. Closed shoes are to be used all the time.
- Shirts must be worn at all times.
- Sand must be removed from shoes before entering the facility

### **GENERAL MAINTENANCE**

- Under no circumstances shall association be responsible for maintaining any area within fences or wall that form a part of a home.
- The expenses of any maintenance, repair, or construction of any portion of the common areas necessitated by the negligent or willful acts of an owner or person utilizing the common Areas, through or under an Owner, shall be borne solely by such Owner, and the Home and/or Parcel owned by that owner shall be subject to an Individual Assessment for that expense.
- Repair and/or replacement of the sidewalk portions adjacent to a lot are the responsibility of the lot's owner.

### **CONSTRUCTION OF IMPROVEMENTS**

- All exterior modifications or improvements (including landscaping) require written approval by the Board of Directors which may be obtained by completing ACC (Architectural Control Committee) application and submitting all requirements at least thirty (15) days prior to the planned commencement of any work.
- If any work commences prior to an approval being issued, the owner may be fined \$100.00 per day until they cease the work and come into compliance with the request.
- All installations, alterations and modifications shall be of professional design, quality and materials.
- The ACC reserves the right to request additional information and request modifications to the original plan after approval.
- Approvals for architectural modifications may be subject to the owner obtaining permits from Miami Dade County Building and/or Zoning and it is the owner's responsibility to provide said information to the Association.
- Upon completion of the work and closing of the permit, the owner must contact the ACC for final inspection.
- Access to area of construction is to be made through the individual owner's property only.
- The owner shall be ultimately responsible for any damages incurred to common property, other property and personal injury as a result of the modification as well as any additional maintenance cost that may be

incurred as a result of the modification, improvement, violation of the rules and regulations and / or negligence on his behalf and / or his contractors, vendors.

- In the event of an accident, the Association will hold the owner personally liable for any and all claims, injuries and defense cost.
- During construction of any permitted Improvements on a Lot, the Lot and all other portions of the Property shall be kept clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the home, lot and common areas.
- Repairs, replacements and modifications shall be done between the hours of 9:00 A.M. and 6:00 P.M. Monday to Friday Only. No work shall be performed on the weekends or legal holidays.

### **LAWN MAINTENANCE**

- The owner of each home shall be responsible for any or all landscaping in all the improvements within portion of the lot. Association may maintain landscaping items located within any unfenced portion of a lot, but shall not be responsible for any replacement or upgrade.
- Grass shall be maintained in a neat and appropriate manner. In no event shall an owner's lawn get in excess of 5 inches in height.
- Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.
- Owner shall be responsible to replace dead grass. Association shall not be responsible to replace dead grass or any other damaged landscaping item within any lot.
- Each owner shall be required to irrigate the grass and landscaping located on the lot in a routine and ordinary manner.
- In the event grass within the owner's lot is not maintained, association may, but shall not be obligated to, cut the grass. The cost and expenses of such maintenance plus applicable violation fees or fines (determined by association in its sole and absolute discretion based on the authority given by the Declaration), shall be charged to such owner as an individual assessment.
- All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in the first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Century Gardens Village by the owner of each Home.
- Without the prior consent of the ACC, no Owner shall remove soil from any portion of Century Gardens Village, change the level of the land within Century Gardens Village, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Century Gardens Village.
- Owners may place additional plants, shrubs, or trees within their lot with the prior approval of the ACC.
- No artificial grass, plants, or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any home or parcel, unless approved by the ACC.
- Mulch is to be turned four times per year and shall be replenish as needed on a yearly basis.
- Disease and insects control shall be performed on an as needed basis.
- All beds are supposed to be weeded upon every cut.
- Each owner grants associations an easement over his or her home for the purpose of ensuring compliance with the requirements of this provisions in the lawn maintenance standards.
- No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any home. No refuse or unsightly objects shall be placed or suffered to remain upon any home.
- No landscape lighting shall be installed by an owner without written consent from the ACC.

### **REQUIREMENT TO MAINTAIN INSURANCE**

- Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on Home, which complies, with the provisions of this Section. Without limiting any other provision of this Declaration of the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

### **RIGHT OF ENTRY**

- Association are granted a perpetual and irrevocable easement over, under and across Century Gardens Village for the purposes as herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform.
- Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair such system. By this easement, Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written of the Association.