



Southwest Plantation ALL Phases.
Initial **“Rules and Regulations”**
(rev. 8-8-2012)

These maybe amended from time to time as noted in Section 4.3 of the Covenants and Restrictions.

Nothing in the Rules and Regulation shall limit or be construed to prohibit the Declarant or its assignees from using any of the Declarant Rights given in the Covenants and Restrictions.

1. Restricted Activities: In addition to the Covenants and Restrictions, the following activities are prohibited within Southwest Plantation:
- a. Any activity which tends to cause an unclean, unhealthy or unsafe condition to exist outside of enclosed structures on the lot.
 - b. Any activity which emits foul or obnoxious odors, fumes, dust, smoke, or pollution outside the Dwelling Unit or which creates noise, or other conditions which are a nuisance to neighbors.
 - c. Outdoor storage of goods, materials, toys, or other equipment except during construction.
 - d. Any activity which would constitute a public or private nuisance at the sole discretion of the Board.

2. Prohibited Conditions: Structures, lawns, plants, equipment, or other items on the exterior portions of a lot which have become rusty, dilapidated, overgrown, or otherwise fallen into disrepair maybe corrected by the HOA (in its sole discretion) at the Owners expense.

Yards are to keep clean of toys, bicycles, trash, inflatable wading pools (and are to be used in the back yards), or any other items that should be stored out of sight.

3. Lawn Care: It shall be the duty of each Lot owner or occupant to keep his or her property (except that empty lots maybe maintained by the HOA for a fee) in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view.

Each lot is to be maintained (at all times) to the community/neighborhood standards set by the Board, ARC, and/or Declarant. At a minimum the following shall be met:

- a. Lawns shall be mowed at least bi-weekly during the main growing season.
- b. The grass will have a maximum height of 2 inches at all times.
- c. Weeds are to be removed from lawns, flower beds, and other areas weekly.
- d. Plants, trees, hedge, etc. are to be cut regularly and timely in order to maintain a neat, orderly, and consistent community
- e. An overall lawn care should be consistent and in harmony with the rest of the lawns in Southwest Plantation.

If any lot is not kept to these standards at all times, the Board, ARC, or Declarant has the authority (at their sole discretion) to have the needed maintenance done at the owner's expense. A courtesy letter may be (but is not required) sent to a homeowner requesting for improved lawn maintenance to be done before the above action is taken. As allowed in the Covenants and Restrictions, the Board may adopt full and regular lawn services for any or all lots and bill accordingly. No statue, sculpture, yard decoration, artificial wildlife, or any other similar type of object will be placed on a lot except as allowed in the Development Standards.

4. Sewage Nothing will be put in the sewage system that will be toxic or hazardous to the system (i.e. petroleum products, chemicals, paint, paint thinner, etc.). Only items that are intended for normal sewage treatment should be put into the system! Any owner that puts or allows anyone to put anything into the Sewage System will be responsible for any and all damages to the entire System (including the plant and Spray field) that services Southwest Plantation.

Each lot Owner is responsible for the purchase, installing, and maintenance of their on Grinder Pump. Only Grinder Pumps that are approved by the HOA may be used.

5. Dumping No dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any storm sewer, drainage ditch, or other component of the storm drainage system serving the Property, any stream, pond, or lake. Fertilizers may be applied to landscaping provided care is taken to minimize runoff.

6. Burning: No outside burning of leaves, trash, debris or other materials

7. Obstruction of Common Areas. There shall be no storage or parking of any items, including baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs in any part of the Common Areas, except as permitted by the Rules and Regulations.

Patios, porches (except screened in and/or enclosed porches) and decks, may be used only for their intended purposes.

8. Parking Except for vehicles being used by persons providing services to the Declarant, the Association, the Lot Owners, or otherwise used or authorized to be used at the Subdivision by the Declarant, no part of the Subdivision may be used for the parking of any trailer coach, house trailer, mobile home, automobile trailer, camp car, recreational vehicle, camper, truck which exceeds 1 ton, boat, boat trailer, or any other similar vehicle (collectively, "Special Vehicles"), unless such Special Vehicles are parked in the garage of the Lot Owner who owns such Special Vehicle and the garage door of such Lot Owner is completely closed at all times when a Special Vehicle is parked therein. However, the residents of any one Lot may not collectively park more than four (4) operative vehicles other than Special Vehicles in the Subdivision. Inoperative vehicles may not be parked within the Subdivision unless these inoperative vehicles are parked in the garage and the garage door is completely closed. No auto maintenance and/or repairs may be performed (unless such repairs can be completed in one day) on the Subdivision except if performed inside the garage of a Lot Owner. Vehicles, whether owned by a Lot Owner or not, parked in violation of any part of this Declaration or in violation of any Rules or Regulations, shall be towed away and stored at the Owner's risk and expense. By parking in the Project/Subdivision, the Owner of the vehicle or other vehicle user hereby waives any claim against the Association resulting directly or indirectly out of the towing, unless the towing can be shown beyond a reasonable doubt to have been done maliciously by the Association. Note that the Association is not obliged to try to determine the owner of a vehicle and first give notice, before towing the vehicle. If a Lot Owner is not sure about the right to park at any particular area or space, the Lot Owner should request, in writing, a written opinion from the Board. If the Board gives the approval sought by the Lot Owner or if the Board does not answer the written request by the Board, the Lot Owner may park in the space until further written notice to the contrary from the Board. Note that the Association's right to tow a vehicle includes the right to immobilize it. Declarant may however designate a Lot or parcel within Subdivision for the parking or storage of those items herein above prohibited.

9. Animals and Pets. See Covenants and Restrictions Article X. Also: The following dog breeds are specifically prohibited from being kept or maintained on the Properties or on a Lot: Rottweilers, Presa Canarios, Dobermans, Chow-Chows, Pit Bull Breeds (including but not limited to American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Terrier). Notwithstanding the foregoing, any animal with a bite history as evidenced by documentation from a state or local animal control agency are specifically prohibited from being kept or maintained in Southwest Plantation.

Pet owners are responsible for their pets and the by-products of their pets. For this reason, any owners walking their pets must have a waste container to clean up their pets droppings.

10. Laundry or Rubbish and Open Fires/Burning in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas, or on any Lot in a manner visible from any Common Area, neighboring Lot, or street. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials. All trash, garbage, or other rubbish shall be deposited only in covered sanitary containers as provided in Section 10.14 of the Covenants and Restrictions. No open fires shall be permitted on any part of the Subdivision other than fires in charcoal grills or other similar cooking devices located upon Lots, grills, or similar devices (if any), owned by the Association and constituting a portion of the Recreational Facilities, provided the use of such devices does not violate any local governmental rules or regulations.

11. Trash Disposal Each Lot Owner shall deposit all trash, garbage, or other rubbish by as directed and instructed by the Board. Lot Owners shall keep trash containers at all times in each Lot Owner's garage (if applicable), or in such other location as designated by the Board, except on the days which trash, garbage, or other rubbish is collected by the local waste removal authorities. Any trash containers placed outside by the Lot Owners in the location designated for collection by the local waste removal authorities shall only remain in such location for a period not to exceed twenty-four (24) hours. The Board shall have the right to dispose of any trash, garbage, or other rubbish of a Lot Owner in violation of this Article X, and may assess the Lot Owner for the cost of such removal, which amount shall be payable on the date the next installment of the regular assessment is due.