



Southwest Plantation ALL Phases.
“Rules and Regulations”
(rev. 11-01-2022)

These may be 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, fences, mailboxes, or other items on the exterior portions of a lot which have become rusty, dilapidated, leaning, overgrown, or otherwise fallen into disrepair shall be corrected by the owner to prevent enforcement (Section 4.7) of fines or corrected by the HOA (in its sole discretion) at the Owners expense per Article V section 5.4.

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. Back yards that adjoin the golf course must be kept clean and tidy subject to this section and lawn care requirements.

3. Lawn Care: It shall be the duty of each Lot owner or occupant to keep his or her property (except that empty lots may be 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/neighboring 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 3 inches at all times.
- c. Driveways, walkways, curb and other concrete to be edged.
- d. Weeds are to be removed from lawns, flower beds, driveway, curb and other areas weekly.
- e. Plants, trees, hedge, etc. are to be cut regularly and timely in order to maintain a neat, orderly, and consistent community
- f. 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 fine or have the needed maintenance completed 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 Restriction, 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 own 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. Driveway parking of special vehicles will be permitted for no more than 24 hours with prior notice sent to the board at SWPHOABOARD@GMAIL.COM Use of special vehicle outside of the neighborhood and returning may be parked in the driveway with prior notice if parked no more than 4 consecutive days/nights. A special vehicle may not be parked within any lot more than 10 days in any given month. 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. Parking along the street overnight is not permitted. Parking in the lawn or a vacant lot is not permitted. 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. Owners can request a parking permit within the storage lot of those items herein above prohibited. Each improved lot is allowed 1 parking space when available, additional parking may be available at a monthly charge.

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 Canario, 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.

No animal shall be off a leash outside of the owner's lot. Specifically, cats and dogs are not allowed to roam freely. Owners are responsible for their animal's waste and any damage caused by their animal's actions.

Feeding of feral animals is not permitted.

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 or concealed in such a fashion that they are not visible from adjacent lots, from the street, or from the golf course, except on the days which trash, garbage, or other rubbish is collected by the local waste removal authorities. Any concealment must have written approval from the ARC / ACC. 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.

12. Requirement of Committee Approval Reference section 9.3 of the Declaration of Covenants, Conditions, and Restrictions for Southwest Plantation. No Improvement shall be erected, placed, or maintained, and no addition, alteration, modification, or change to any Improvement shall be made without the prior written approval of the Committee. For purposes of this Declaration, Declarant Improvements means any Improvement erected, placed, or maintained with the approval of Declarant, including, without limitation, any building, wall, fence, swimming pool, or screened enclosure, constructed, installed, or placed by or with the approval of Declarant prior to the Termination of Declarant Control (collectively, "Declarant Improvements"). Notwithstanding anything to the contrary contained above, Declarant Improvements are not subject to the approval of the Committee and are deemed to conform to the plan of development for the Properties.

13. Enforcement Reference Section 14.1.2 of the Declaration of Covenants, Conditions, and Restrictions for Southwest Plantation. In addition to all other remedies of the Association, the Association shall have the right to assess a maximum fine of \$150.00 per day (or such higher amount as may be allowed by law) per violation against any Owner who violates any provision of this Declaration or the Articles, Bylaws, or Rules and Regulations of the Association after such Owner has been given notice of the violation and an opportunity to be heard with respect to the violation in accordance with such policies and procedures as may be adopted from time to time by the Board of Directors or as may be set forth in the Bylaws.

With this revision to rules and regulations the Southwest Plantation Assessment Collection Policy and Procedure has been adopted in its entirety.

14. Contact The owner / member of any lot within Southwest Plantation must keep and maintain current records with the HOA to include a current email address and phone number. The HOA's primary contact is via email, nothing shall require the HOA to contact any member via phone. HOA requires a current phone number in case of emergency.

15. Rental of lots All leases of any Dwelling Unit shall be in writing and shall provide that they are subject to all of the provisions of the Declaration, the Bylaws, and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease. A copy of each such lease shall be given to the Declarant and the President of the Association immediately after it is executed. (Section 10.13)

No lease less than 1 month or 28 days shall be permitted unless the lease is to the current owner, current tenant, or buyer during a sale/purchase of a home.

16. Tanks All fuel storage tanks, LV gas tanks, and the like shall be buried, screened, or concealed in such a fashion that they are not visible from adjacent Lots or streets. (Section 10.20)

17. Fences Section 10.23 has been modified by this rule change. Lots that adjoin the golf course may have a black aluminum fence allowed with prior written approval from the ACC, which permission and/or style may be denied the ACC sole discretion.

18. Habitual Offences Any member which violates the same rule or regulation and receives 3 or more notices for the same violation within 12 months shall be automatically fined when a subsequent notice is provided.