

Rules and Regulations

Deerfield Community Homeowners' Association

Introduction:

The Rules and Regulations hereinafter enumerated as Common Property and the HOA in general shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all Homeowners, their families, guests, invitees, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violation of these Rules and Regulations may subject the violator to any and all remedies available to the HOA pursuant to the terms of the Covenants, Articles of Incorporation of the Association, and the By-Laws of the Association.

Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover its said action, including any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, of the declaration of the Association and any of the Exhibits attached there to.

The Board of Directors has the authority to adopt and publish Rules and Regulations governing the use of the common property and facilities of the Association, and the personal conduct of the owners and their guests.

All owners, tenants, and guests are urged to comply with the Rules and Regulations in order to avoid possible legal action.

The Property shall be subject to the following Rules and Regulations which shall be binding upon each and every Owner and his/her Lot:

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Violations:

- A. All violations should be reported to the Management Company.
- B. Violations will be called to the attention of the violating owner by the Management Company, and reported to Board of Directors.
- C. Disagreements concerning the violations will be presented to and judged by the board of directors who will take appropriate action.

Lots / Property:

The lots shall be used for residential purposes only.

No commercial use of or on a Lot shall be permitted, even if such use would be permitted under applicable zoning ordinances.

No structure shall be erected or permitted to remain on any Lot or the land other than a dwelling.

No building or other improvements at any time situated on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing purposes, or as a professional office, and no billboards advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in this Declaration.

Each Owner shall maintain his/her Lot to the property line and not encroach on neighboring property(s).

All personal property of Owners must be stored out of view (behind fences or in garage).

Facilities:

The facilities of the Association are for the exclusive use of the Association owners, lessees, invitees, resident house guests, and guest accompanied by a member.

No guest or relative of any owner or lessee -- other than a house guest or relative actually in residence -- shall be permitted to use the recreational facilities unless accompanied by a resident owner or lessee.

Any damage to the recreational facilities or other common areas or equipment caused by any owner or his/her guests or lessees, shall be repaired at the expense of the owner.

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Architectural / Maintenance / Building:

Any structural changes, exterior color changes, or alterations of any unit or Lot (including landscaping, screen porches, front screen doors, etc.) are subject to prior approval by the Deerfield HOA Architectural Review Committee (ARC). The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, with limitations, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. All required documentation must be submitted to the ARC with ample lead time to obtain approval. Rules and Regulations governing ARC guidelines are listed in Article V of the Declaration of Covenants and Restrictions.

Nothing shall be affixed or attached to, hung, displayed, or placed on the exterior walls or windows of a residence without prior approval of the ARC. This includes awnings, canopies or shutters, including hurricane or storm shutters.

No fences, walls, hedges, or any similar types of enclosures may be erected on any lot except at the rear of each lot, which in every case must have prior approval of the ARC. Wood fences and wood Lattice work are only allowed in the rear, no taller than six feet. Hedges on fence or lattice work must be neatly trimmed at all times.

No outside clotheslines or other clothes drying facility shall be permitted in general view and without written approval of the ARC.

No signs of any nature shall be erected or displayed upon any lot except where express prior written approval of the size, shape, content, and location of the sign has been obtained from the ARC. Realtor supplied signs (for sale, rent or open house) and yard sale signs are normally permitted, provided they meet ARC criteria.

No structure of a temporary or permanent nature, including but not limited to, tents, shacks, garages, sheds, playhouse, treehouse, barn, or other outside building shall be used or erected on any lot without prior written approval of the ARC.

All dwellings shall be constructed with solid concrete driveways or decorative pavers approved by the ARC.

No window or wall air conditioning units shall be permitted to be placed in a dwelling on a lot without prior written approval of the ARC.

No residence shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the ARC for energy conservation purposes.

No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of one or more chimneys or vent stacks.

No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surrounding Lots.

No articles may be placed or stored at front doors except bonafide door mats and plants.

All yard accessories excluding play structures shall be located at the side or rear of the Dwelling except that, in the case of Dwelling(s) on corner Lots, such accessories shall be restricted to side and rear yard areas located opposite both streets. Basketball goals and other play structures, whether affixed to a portion of any improvement on a Lot or freestanding on a separate support, shall not be allowed on any Lot except after the approval of the ARC.

No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear fence of the Dwelling or adjacent to any side street.

Swimming pools may not be located in the front or side yard of any Lot, nor nearer the Dwelling to any side street lot line.

No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded in accordance with approved landscaping by the ARC.

Upon commencement of construction of any improvements on an Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built must keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash, or other debris occasioned by the construction.

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Lease / Renting / Landlords:

No portion of a lot and dwelling (other than an entire lot or dwelling) may be leased.

No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any type of transient accommodation.

Each owner or representative of the owner must notify the Association when their residence is leased and the names of the persons who will be leasing the property.

Each owner or representative of the owner is responsible to see that the lessee receives a copy of the Covenants and Rules and Regulations.

Owners will be responsible for paying for any damage caused by the lessee. This includes but is not limited to: paved areas, landscaping, common areas, tennis courts, walls, etc.

Parking:

No parking of vehicles on lawns. (Cars, trucks, vans, motorcycles, trailers, boats, personal watercraft, mobile homes, RVs, etc.)

No parking of the following on streets and/or property: commercial vehicles, vehicles advertising a business, vehicles used for the purpose of a business (i.e., limousines, trailers, vans, buses, etc.), trailers, boats, personal watercraft, mobile homes, RVs, etc.

No trailers shall be parked permanently or temporarily as a residence or for any other purpose on any of the Lots in the Development.

Only commercial vehicles present on business shall be parked on the Property or street.

Parking and storage of motor vehicles shall be limited to the driveway of lots. No parking with your vehicle blocking the use of the sidewalk. This is against Orange County regulations and a citation can be issued by the Orange County Sheriff's Office. (Orange County Code Section 35-62(a,1,b))

When parked on the street, vehicles must be facing in the direction of traffic flow. This is established by Orange County traffic regulations and a citation can be issued by the Orange County Sheriff's Office. (Orange County Code Section 35-62(a))

Vehicle repair and oil changing is prohibited (on the street). Disabled vehicles (i.e., wrecked, major repair needed, flat tires, expired plates or not plates) are not to be stored on premises. (Orange County Code Section 28-75)

The repair of damage caused to paved areas will be the obligation of the responsible owner.

Noise / Nuisance:

No owner or lessee shall make or permit any disturbing noises in the dwelling or on the lot, nor permit any conduct which will interfere with the rights, comfort, or convenience of other owners or lessees.

No owner or lessee shall play or permit to be played any musical instrument, stereo, television, radio or sound amplifier or any other sound equipment in his dwelling or on his lot in such a manner as to disturb or annoy other owners or lessees.

No owner or lessee shall conduct or permit to be conducted, vocal or instrumental instruction at any time which disturbs other owners or lessees.

No electronic or other equipment (machinery) will be permitted in or on any dwelling or lot which interferes with the television or radio reception of another dwelling.

No illegal, immoral, noxious or offensive activity shall be permitted on any part of the Lot or Dwelling, nor shall anything permitted be done thereon which is or may become a nuisance or source of embarrassment, discomfort, or annoyance to the neighborhood or Development.

Group gatherings resulting in noise levels that disturb residents are prohibited at any time.

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Pets:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except cats, dogs, birds, and fish. Cats, dogs, birds, and fish may not be kept, bred, or maintained for any commercial purpose.

Pets must be kept inside the boundaries of the pet owners lot. Pets may be walked on a leash. Pet owners are responsible for any and all damage caused by their pets.

Pets are not permitted to roam freely. They must be under positive control at all times. Orange County has a leash law and if your pet is roaming around freely, it may be picked up by Orange County Animal Control. (Orange County Code Section 5-33(a)).

All pet owners are responsible for cleaning up after their pets. Those in violation will be reported to Orange County Animal Control and the Orange County Board of Health. -- Failure to pick up your pet's waste on public ways, recreation areas, or private property could result in a fine as stated in Orange County Code Section 5-42. The fines can range from \$84.00 to \$110.00.

The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Development.

No animal, etc, shall be permitted to remain if it disturbs the tranquility of the Development or the Owners or lessees thereof, or is dangerous, annoying, a nuisance, or destructive of wildlife, as determined by the Board after notice and hearing.

Common Grounds / Tennis Courts:

The common grounds of the Association cannot be used by individuals for private plantings of any kind, including potted plants, nor can they be used for items such as fences, bird baths, lawn furniture, etc. Shrubs, flowers, or other such items planted by individuals WILL be removed. In no case will they become the responsibility of the lawn maintenance company.

The tennis courts are for the use of Owners and their Guests only. Glass containers or food are not permitted in the court area. No animals are allowed on the tennis courts. No bicycles, skateboards, skates, or like equipment, other than tennis equipment, are allowed on the courts.

Trash / Recycling / Yard Waste:

All trash containers shall be stored out of view and not on any common ground areas. Trash containers, bags, yard debris, recyclables, may be placed at the front curb no sooner than the evening prior to regularly scheduled pick-up.

No lot shall be used or maintained as a dumping ground for rubbish, dirt, or other materials. No solid or liquid waste, litter, or other materials may be discharged into/onto or thrown into/onto any retention ponds or waterbody.

Miscellaneous:

No pipes or equipment to draw water from any of the retention ponds or waterbody shall be permitted.

No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot; not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

In the even of a Dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event of improvements upon the Common area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom an commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration of Covenants, or in the case of the Common Property, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Any repair, building or reconstruction on account of casualty or other damage to any Dwelling or Common Property, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Association.

Orange County Municipal Codes & Ordinances:

https://library.municode.com/fl/orange_county/codes/code_of_ordinances