

**COPY**

**RULES AND REGULATIONS  
OF  
WINDSONG AT FLAGLER BEACH HOMEOWNERS ASSOCIATION,  
INC.**

THESE RULES AND REGULATIONS are for the benefit, comfort, safety and enjoyment of Windsong owners and residents. Reference should also be made to the Declaration of Covenants and Restrictions and Bylaws.

I. **MOTOR VEHICLES:** No commercial vehicle, truck with a hauling capacity in excess of 1,500 pounds, boat, trailer of any type, motor home, recreational vehicle, bus, camper of any type or other similar vehicle shall be permitted to be parked for a period in excess of 12 hours on or about the common paved areas, any driveway or upon any lot except in an enclosed garage. The Board of Directors shall have exclusive determination of what constitutes a commercial vehicle, which shall include but not be limited to any vehicle with commercial or business lettering or designs. Registration and ownership may not be deemed determinative of whether or not a vehicle is prohibited.

No motor vehicle of any type shall be permitted if unsightly or obtrusive, the determination of which shall be vested exclusively in the Board of Directors. Mechanical work (except for minor repairs) on motor vehicles is prohibited. All vehicles must be operable and properly and currently licensed.

**EXCEPTIONS:** The following are permitted exceptions: (a) official emergency or police vehicles and (b) vehicles used for construction of and

improvements upon a lot, provided the vehicle relates to the construction occurring upon the lot.

2. **PARKING:** Motor vehicles shall only be parked in driveways. No overnight parking shall be permitted on any street. No parking shall be permitted at any time on the grassy area at the North and South ends of Windsong Circle.

3. **TOWING AND REMOVAL:** The Association may tow or otherwise remove any motor vehicle deemed in violation of these Rules, the Declaration of Covenants and Restrictions or Bylaws. All towing or removal shall be at the expense of the vehicle owner. Any costs incurred by the Association may be subject to assessment and lien rights of the Association as set forth in Section 6 of the Declaration of Covenants and Restrictions.

4. **PETS:** A pet is defined as a domestic or household dog, cat or other common household pet. No owner may maintain more than two (2) pets within one dwelling unit. When outside, all dogs must be kept on a leash and under the owner's supervision and control. Pets may not be curbed on or near buildings, walkways, shrubbery or other areas accessible by other owners. Each owner must promptly clean up after his pet. No pet shall be permitted to be a nuisance to other owners or residents.

5. **SPEED LIMIT:** The speed limit for all streets within Windsong shall be 15 miles per hour.

6. **PROPERTY MAINTENANCE:** All lot owners shall maintain their property so as not to be offensive or which results in a decrease in property values. A proper schedule of watering and lawn maintenance is encouraged. No owner may permit his property to remain in a condition which adversely affects other property values or which is not of quality aesthetic appearance.

7. **DAMAGE TO COMMON AREAS:** Each owner shall be responsible for payment of all costs and expenses incurred as a result of any damage or loss caused to any common area by the owner, his family, residents, guests, tenants or invitees.

8. **USE OF COMMON AREA:** Common areas may not be used as a playground, may not be altered in any manner without prior written approval of the Board of Directors and may not be used for storage or disposal of rubbish, trash or any personal property.

9. **NUISANCES:** No owner shall permit any nuisance to exist, including but not limited to excessive noise or any other activity which interferes with the comfort, safety or enjoyment of other owners and residents.

10. **ALTERATIONS OR MODIFICATIONS:** Any and all construction, alterations, modifications or improvements must be approved by the building committee appointed by the Association. Please see Section 3o of the Declaration of Covenants and Restrictions.

11. **VIOLATIONS:** Any violation of the Declaration of Covenants and Restrictions, Bylaws or these Rules and Regulations shall subject the violator to all legal remedies available under Florida law, including monetary assessments for costs and legal fees.