

# RULES AND REGULATIONS OF SOUTH PANTHER TRACE HOMEOWNERS ASSOCIATION, INC.

The attached are the current Rules and Regulations of South Panther Trace Homeowners Association, Inc. Pursuant to the Declaration of Covenants and Restrictions for South Panther Trace at Sawgrass Lakes P.U.D recorded in O.R. Book 1143, at Page 1425 of the Public Records of Saint Lucie County, Florida.

Susan Blastic  
SOUTH PANTHER TRACE  
HOMEOWNERS ASSOCIATION, INC.,

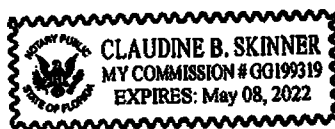
By: Susan Blastic President

SUBSCRIBED AND SWORN to before me, this 20<sup>th</sup> day of February, 2020.

STATE OF FLORIDA:  
COUNTY OF Palm Beach.

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 20<sup>th</sup> day of February, 2020, by Susan Blastic, president of South Panther Trace Homeowners Association, Inc. who is personally known to me or produced \_\_\_\_\_ as identification.

Claudia B. Skinner  
NOTARY PUBLIC  
My commission expires: May 8, 2022



**SOUTH PANTHER TRACE**  
**@ SAWGRASS LAKES**  
**Rules and Regulations**

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The Rules and Regulations were created by the South Panther Trace Homeowners Association Board of Directors to summarize and clarify the information found in the governing documents. Homeowners are encouraged to read the South Panther Trace Homeowners Association (Association) Bylaws, Declaration of Covenants and Restrictions, and Articles of Incorporation. Homeowners should have a received a copy of these documents when they purchased their property. These documents are also located at the management company's website address which is posted on the South Panther Trace (SPT) message board at the front entrance.

The Board of Directors (Board) meets periodically throughout the year. The notices of meetings, including the location of the meetings, are posted on the message board at the front entrance. Additionally, notices are sent to homeowners via email blast. Everyone is welcome to attend these meetings. If you have not submitted your email address to the Board, please do so immediately to ensure that you receive all notices from the Board of Directors.

The annual meeting is held at the beginning of the calendar year for the purpose of conducting the election of the Board of Directors. In addition, the previous year's accomplishments and future goals are discussed at this meeting.

These Rules and Regulations are established by the Board and controlling on all homeowners; however, it is not a complete set as each homeowner is obligated to comply with the Declaration, the By-Laws, and these Rules (known as the Governing Documents). Parenthetical references in the Rules and Regulations refer to the corresponding sections in the South Panther Trace Declaration of Covenants and Restrictions unless otherwise noted. Refer to the entire set of South Panther Trace Governing Documents for further use and restriction information.

For further information, contact a board member by email or phone.

LANDSCAPING & GROUNDS MAINTENANCE – ASSOCIATION RESPONSIBILITIES (Section 6.1)

The South Panther Trace Homeowners' Association (Association) maintains, repairs, and replaces the following at the expense of the Association:

- a. All Common Area, as defined in Section 1.6, which includes the gate entrance to the community, roadways, and buffers (those portions of the community that run along the outer perimeter of the property.)
- b. The vegetation and landscaping in the Common Area.
- c. The irrigation system for the community, including the pump and the main lines to homeowners' properties. However, homeowners are responsible for the maintenance of the sprinkler heads and irrigation lines on their properties.
- d. The Association is permitted to make alterations to the Common Area, upon the vote of its Board of Directors.

No homeowner is permitted to make any alteration, addition or improvement to any portion of the Common Area.

PROPERTY & LANDSCAPING MAINTENANCE – HOMEOWNER RESPONSIBILITIES (Section 6.2-6.3)

Homeowners are responsible for the maintenance of their property, which includes the exterior of homes, driveways, and mailboxes, and cleaning of sidewalks. Homeowners must perform promptly all maintenance, repairs, and replacements which are necessary to ensure good and quality condition and/or which if not performed would affect properties belonging to any other homeowner(s).

Homeowner responsibilities include but are not limited to:

- a. Maintaining landscaping in compliance with the Association Declaration unless exceptions have been approved by the Architectural Review Board (ARB). Trees along roadways must be pruned to a safe height so as to provide 14 feet clearance over roadways. Harsh pruning or "topping" is not allowed.
- b. Maintaining property by mowing and edging their yards, keeping all areas weed free, trimming hedges, mulching flowerbeds, pruning trees, and keeping all areas (to include exterior walls, roofs, driveways, sidewalks, lawn ornaments, and mailboxes) rust, mold, and mildew free.
- c. Using standard USPS approved mailboxes, painted hunter green and kept in good repair. Wooden or metal posts may be used with the metal mail container. Mailboxes and posts must be repainted when faded and replaced when broken.
- d. Using service or contractor personnel, when possible, who are licensed, insured, and bonded as required by the City of Port St. Lucie, to perform maintenance, repair, and replacement.
- e. Obtaining ARB approval for any modification, alteration, or improvement to the exterior of a home or landscaping before any work begins (Section 7.1).
- f. Removing exterior seasonal decorations within three weeks after the holiday.

The Association has the authority, through the Board of Directors, to determine the level of maintenance required of homeowners (Section 6.3).

**CONSTRUCTIONS, ALTERATIONS, AND IMPROVEMENTS TO PROPERTIES (Section 7)**

All alterations, improvements, construction, and landscaping must conform to and harmonize with existing surroundings and structures within the community as stated in Section 7.3 of the Declaration. Any modification, alteration, or improvement to the exterior of a home or landscaping requires approval by the Architectural Review Board (ARB) before works begins. (Refer to Section 7.4 of the Declaration for information concerning the composition and duties of the ARB.)

Applications for approval of changes are available on our website. Documents to be submitted with applications vary depending upon the changes being requested. Required documents may include drawings, architect plans, city permits, and/or other information that would provide information about the project to the ARB.

There is no fee to submit an ARB application; however, there is a \$50 fee if the work is started without ARB approval. Additionally, if a change is made and there is no ARB approval on file, the Board has the right to demand removal of the change. This may include the Association seeking an injunction, along with an order that the offending homeowner is liable to reimburse the Association its reasonable court costs and attorney fees.

Applications can be obtained at the SPT web site or from Watson Management and submitted to a Board member or to the property management company.

<b>Frequently encountered changes (this is not a comprehensive list):</b>	<b>Action Required</b>
Exterior Paint Color	Requires ARB approval. Exterior paint colors must harmonize with existing structures within the community. Exterior paint colors must be neutral or pastel in color.
Doors	Requires ARB approval. Must meet City of Port St Lucie Code.
Driveways	Requires ARB approval. Stain in neutral palette.
Tree Removal	Requires ARB approval. Must comply with City of Port St Lucie rules and may require a permit.
Supplemental Structures	Allowable structures require ARB approval.
Landscaping	Small items may be replaced, but large landscaping projects require ARB approval. (Section 7.1-7.2)
Inground Pool/Enclosure/Fence	Requires ARB approval. Must submit complete plans including City permit to ARB. See ARB application forms for additional information.
Fences	Requires ABR approval. Chain link fences shall be green plastic coated, equal to or less than forty-eight (48") inches in height, landscaped with hedge or vine and not come up past the front yard line. Perimeter fences are allowed on the rear property line and side property lines up to the front yard lines. (Section 7.8 C)
Satellite Dishes/Solar Panels	ARB approval is required as to the placement, type of screening, and color. (Sections 8.12 and 8.23)

<p>Minor modifications, alterations or improvements (landscape cutouts, curbing around trees or flower beds, driveway/walkways stains, etc.)</p>	<p>Requires ARB approval. Homeowners must submit a plan along with drawings and materials.</p>
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**USE AND OCCUPANCY RESTRICTIONS (Section 8)**

Fines will be imposed on homeowners for noncompliance with the use and occupancy restrictions as described in the following rules and in the Governing Documents.

- a. **Occupancy.** Each property is to be occupied by owners or tenants and their family members or guests and employees as a residence and for no other purpose. There is no age restriction in this community. (Section 8.1-8.2)
- b. **Supplemental Structures.** Boat houses, docks, sheds, dog houses, above-ground pools, and kennels are not permitted on any lots. Clotheslines may not be permanent structures and must not be visible from the street.
- c. **Basketball hoops.** Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the lot and not in the right-of-way bounding the lot. Owners shall maintain the basketball hoop in good appearance. Upon issuance of a hurricane warning, hoops must be stored indoors.
- d. **Flags.** Homeowners may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, not larger than 4 ½ feet x 6 feet. Flags are to be flown properly in accordance with USA guidelines, not touching the ground, and lit at night.
- e. **Lawn Ornaments (Section 6.3).** Lawn ornaments are allowed to the extent that they do not significantly modify or alter the landscape in front yards and that they conform to existing surroundings and structures. Lawn statues and ornaments are limited to a height of 24 inches and less than six in number. All ornaments must be placed in a planting bed and kept in good condition. Flowerpots may be displayed on the front side of the home and garage.
- f. **Solicitation (Section 8.9).** No business solicitation is permitted in the Community, whether or not the solicitation is for the benefit of a non-profit organization or whether in person or by hand delivery of letters, without the permission of the Board. This does not prevent a homeowner from inviting a person or firm to enter the Community for the purpose of contracting business with the homeowner.
- g. **Storms (Section 8.15).**
  - (1) Homes may be boarded up or hurricane shutters closed upon the issuance of a tropical storm or hurricane watch. The boarding must be removed, or hurricane shutters opened within 48 hours after the authorities have rescinded the hurricane watch or warning. If a homeowner is away for an extended period during hurricane season, the homeowner must arrange for the home to be prepared in compliance with this section.
  - (2) Outdoor furniture, lawn decorations, container plants, barbecue grills, basketball hoops, and other outside loose objects must be stored indoors or in garages upon issuance of a hurricane warning.
  - (3) Boats must be removed from the water and firmly secured or removed from the Community upon issuance of a tropical storm or hurricane watch.
  - (4) Storage of gas for generator equipment is allowed prior to, during, and after a hurricane until such time as power is restored.

- (5) Homeowners must follow the state/county laws and guidelines regarding hurricane preparations and waste collection; i.e., no trimming of trees or shrubs during a named hurricane storm and no placement of debris for collection once it has been announced that collection has ceased prior to the storm.
- h. Irrigation (Section 6.1). Lawn sprinklers that are operated by the Association may NOT be turned on by homeowners. Homeowners are to contact any Board member or a Maintenance Committee member to turn on sprinklers.
- i. Trash, Garbage and Yard Waste (Section 8.8).
- (1) All garbage and rubbish (excluding glass and newspapers) must be securely tied in plastic bags before being placed in garbage receptacles. Glass, newspapers, and other recyclables are to be placed in separate receptacles supplied by the homeowner or collection authorities. Homeowners are responsible for calling and arranging with Waste Pro for pickup of large yard waste.
- (2) Covered garbage receptacles must not be placed out for collection before sundown on the day before collection and containers must be removed before sundown the day of collection. Garbage, trash, and yard waste must be placed on the edge of homeowners' property for collection, never in the street or on the sewer drains.
- (3) Garbage receptacles are to be stored in such a way as to be adequately screened from public view so that receptacles are not visible from the Property or another lot.
- i. Window Air Conditioners (Section 8.17). Permanent window or wall-mounted air conditioning units are prohibited. Temporary window air conditioners are allowed only during extended power outages due to a storm or upon approval of the ARB.
- j. Garages (Section 8.16). Garage doors must remain closed unless the garage is in use. No screen doors or ventilation grills are permitted. No garage may be used as living space; garage use is limited to storage and the parking of vehicles, trailers, or boats.
- k. Signs (Section 8.6). No signs of any type (such as sale signs, vendor signs, or service signs) are allowed on any properties. Signs of reasonable size for security services provided by a security contractor are allowed within 10 feet of entrance to the home.
- l. Business Activity (Section 8.7). No business or commercial activity or enterprise of any kind can be erected, maintained, operated, carried on, permitted or conducted on the properties. This does not preclude homeowners from working from home. (Section 8.7)
- m. Vehicles (Section 8.4).
- (1) The following vehicles are prohibited anywhere on the property:
- (a) Boats, recreational vehicles, trailers, etc., are prohibited except within the garage of a dwelling structure with the garage door closed. They may be stored at the Master Association parking area on Tulip Boulevard for an annual fee through the Master Association.
- (b) From the date of these Rules and Regulations and forward, commercial vehicles, which means any motor vehicle which has an outward appearance of being used in connection with business (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo) are not allowed on the property except in the garage with the garage door closed. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo will not, with the sign/logo



removed, be considered a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

- (c) No motor vehicle which is of the type of vehicle which is unregistrable is to be driven or operated on any of the property at any time.
  - (2) Service and delivery vehicles, servicing the property, regardless of classifications, are allowed during regular business hours and only for that period of time required to provide the service or delivery in question.
  - (3) Vehicles must be operated in accordance with posted speed limits.
  - (4) All vehicles must be in working order; no vehicles on blocks, jacks, or ramps are permitted.
  - (5) No repair (including changing of oil) of a vehicle can be made on properties except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.
  - (6) Except where safety dictates otherwise, horns may not be used or blown continuously or incessantly for a period in excess of 30 seconds while a vehicle is parked, standing in, or driving through parking areas. The operating or playing of a radio, tape player, or any other sound making device in a vehicle that is plainly audible at a distance of 25 feet is prohibited. (Section 94.06, PSL Code of Ordinances)
  - (7) Racing engines and loud exhausts are prohibited.
- n. Parking (Section 8.4D).
- (1) Parking on the street is allowed only on the right-hand side of the street with the flow of traffic. (Section 72.01, PSL Code of Ordinances)
  - (2) Overnight parking on the streets is allowed for a period not to exceed 72 hours. A longer period of time must be approved by the Board. The preserve may be used for overnight parking.
  - (3) No motor vehicle, including moving vans, can be parked at any time on the grass/swales of properties (except for landscaping equipment at the direction of the Board of Directors); noncompliance may result in a fine in accordance with Section 72.01, PSL Code of Ordinances.
  - (4) Owners are responsible for ensuring guests comply with these parking regulations.
  - (5) The Association maintains the right to have any improperly parked (or otherwise in violation of these Rules) automobile towed at the owner's expense.
- o. Pets and Animals (Section 8.3)
- (1) Owners and tenants may have pets and animals. Animals and pets are restricted to cats, dogs, birds, and fish in reasonable numbers (no more than two dogs). Pets must have required inoculations in accordance with F.S. § 828.30 and be licensed (Section 92.40, PSL Code of Ordinances).
  - (2) Dangerous dogs and dogs that tend to be aggressive or territorial as described below are not allowed on the property.
    - (a) A dangerous dog is one that has (i) has bitten, attacked, or endangered a human being at any time, whether on or off the property, or (ii) has chased in a menacing fashion any person upon the streets, drives, or sidewalks, or any other portion of the property.

A dog will not be considered dangerous if the above described behaviors were sustained upon a person who, at the time, was unlawfully on the property (or any portion thereof). Similarly, if one of the behaviors described in (i) or (ii) was caused by someone tormenting, abusing, or assaulting the dog or its owner or a family member, the dog will not be considered a dangerous dog.

- (b) As many Florida home insurance companies will not insure dog breeds that tend to be more aggressive or territorial, the following dogs as defined by insurance companies or the AKC as aggressive or territorial are not allowed: Pit Bull, Akita, Chow, Great Dane, Staffordshire Terrier, Rottweiler, Presa Canario, German Shepherd, Wolf Dog Hybrid, Malamute, Doberman Pinscher.
  - (3) Pets/animals are not permitted to run at large outside the homeowner's property. When outside of the homeowner's property, all dogs and cats must be accompanied by an attendant and be firmly held by collar and leash, which leash is not to exceed eight (8) feet in length.
  - (4) The owner/custodian of the pet/animal and/or the individual walking a pet/animal must clean up after the pet/animal; it is unlawful to not remove defecation (Section 92.16, PSL Code of Ordinances) We encourage all homeowners to be respectful of other homeowners' property.
  - (5) The owner/custodian of the pet/animal will be required to remove the pet/animal from the community if the pet/animal is excessively noisy, i.e., for continuous periods of five minutes or more and can be heard outside of the owner's/custodian's property.
  - (6) No pet/animal is to be left tied up outside of a home or left in a screened porch or patio or in a fenced yard when no one is in the home to attend to the pet/animal.
  - (7) The pet/animal owner and the owner of the property involved shall be strictly liable for damages caused by the pet/animal to the properties.
  - (8) Any pet/animal owner's privilege to have a pet/animal reside in the community will be revoked if the pet/animal owner does not comply with the above rules and Section 8.3 of the Declaration.
  - (9) Exception. The provisions of this Section 8.3 are not applicable when necessary to meet the needs of handicapped persons pursuant to fair housing laws.
- p. Lake Use (Section 7.13K and the Agreement between the City of Port St. Lucie and the Sawgrass Lakes Master Association, Inc.).
- (1) The use of the lake is strictly limited to homeowners or their family members, guests, or tenants for the purposes of fishing and the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust.
  - (2) The only access to the lake is from homeowners' lots or from the front entrance. Access at the front entrance is limited to homeowners only and may be used for fishing and the launching of small watercraft only. The use of the concrete drainage structure for launching watercraft is strictly prohibited. Only homeowners of lake lots may launch water craft from their lots unless permission is otherwise granted by homeowners of lake lots to other homeowners within the community.
  - (3) All water craft must be removed from the lake when not in use. No docks or other permanent structures can be built within the lake or on the easement.
  - (4) Water craft can be placed on the lawn at waters' edge but must be firmly secured, stored in the garage, or removed from the property when severe weather is forecasted.

- (5) Water craft are permitted in the driveway only for cleaning (not repairing), loading, and/or unloading. Water craft are allowed in the driveway during daylight hours and are not permitted to be left outside overnight.

#### LEASING (Section 8.10)

- a. Maintenance Dues. Prior to leasing, the homeowner must be current on all annual maintenance dues.
- b. Notification. The homeowner may lease his entire property without the need for Board approval. The homeowner must advise the Board in writing of any lease or change in occupancy and must provide reasonable information relating to the lease as well as a copy of the proposed lease to the Board prior to execution of same.
- c. Subleasing; Renting Rooms. Subleasing of a property is absolutely prohibited. Additionally, renting of rooms is prohibited as only entire properties may be rented.
- d. Frequency of Leasing. No lease can be made more often than twice in any 12-month period. For purposes of calculation, a lease is considered as made on the first day of the lease term.
- e. Lease Terms. The minimum permitted lease term is six months, and the maximum permitted lease term is 12 months, which leases are renewable with notification and approval of the Board. The use of short-term rentals such as AIRBNB or VBRO is *prohibited*. No home may be rented or leased for a period of less than six (6) months.

#### ANNUAL DUES AND INSURANCE

- a. Annual Dues (Section 5.6; Section 7.2, Bylaws). Annual dues are paid quarterly. Failure to pay within 30 days will result in a late fee. Should dues not be paid in a timely manner, the account will be turned over to an attorney for collection and a lien may be placed on the property.
- b. Insurance (Section 9.2). Homeowners are required to maintain full casualty insurance coverage on their properties. Such coverage must include loss by damage by fire and all other hazards covered by a standard extended coverage endorsement, all perils covered by the standard "all risk" endorsement, and an inflation Guard Endorsement where obtainable. Homeowners may, but are not required to, procure title insurance and insurance upon their personal property and for their personal liability and living expense. All damage or destruction to properties is required to be repaired or reconstructed with improvements of at least similar size and type within a reasonable timeframe and subject to the approval of the ARB.

#### INSPECTIONS/NON-COMPLIANCE PROCESS (Section 8 – 8.8, Bylaws)

- a. Inspections are conducted at least monthly by the property management company.
- b. Fines may be imposed by the Association on any homeowner for noncompliance with the Governing Documents. Homeowners are liable for instances of noncompliance committed by family members, guests, visitors, and lessees. A fine for each instance of noncompliance will be \$50.00. This fine can be levied by the Board for each day or other time period that the noncompliance occurs on a running per day or other periodic basis, treating each day or other period to be a separate instance of noncompliance. The maximum aggregate fine will be that limit set by corporate statute as amended from time to time (currently is \$1000 maximum per Florida statutes).
- c. For noncompliance noted in a monthly inspection, the following process will apply:

- (1) A letter will be sent by the property management company or Board to the homeowner in accordance with the Governing Documents and these Rules and Regulations. This first letter is a courtesy notice stating that the noncompliance is required to be corrected within 30 days or suitable arrangements made with the property management company HOA representative.
  - (2) If the noncompliance is not corrected or arrangements not made with the property management company, a second letter is sent out via registered mail, with compliance expected within 30 days.
  - (3) If, after the second letter, the noncompliance has not been corrected or arrangements made with the management company within the 30-day time period, the homeowner can then be fined. The homeowner will be notified that he may request within 15 days a hearing on whether the fine should be levied, or else the fine will be levied.
- d. For instances of use and occupancy noncompliance which need to be remedied in a shorter timeframe than 90 days, a letter will be sent to the homeowner by the property management company stating the noncompliance and the timeframe for such correction. If the correction is not made within the stated timeframe, the homeowner can then be fined. The homeowner will be notified that he may request within 15 days a hearing on whether the fine should be levied.

Refer to Sections 8 through 8.8 in the Bylaws for further information.