

Recorded By:
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**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS (AMENDED AND RESTATED) FOR
SAIL HARBOUR HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of SAIL HARBOUR HOMEOWNERS' ASSOCIATION, INC. was duly recorded in Official Records Book 13518 at Page 414 of the Public Records of Palm Beach County, Florida, and subsequently amended, and;

WHEREAS, SAIL HARBOUR HOMEOWNERS' ASSOCIATION, INC., INC. (the "Association") is the entity responsible for the operation of the aforementioned Homeowners' Association, and;

WHEREAS, Article XI, of the Amended and Restated Articles of Incorporation for SAIL HARBOUR HOMEOWNERS' ASSOCIATION, INC. empowers the Association to make and amend rules governing the operation and use of the Association.

WHEREAS, at a duly called and convened meeting of the Board of Directors held on November 6, 2024, notice of which was provided to the membership at least fourteen (14) days in advance, a majority of the Board of Directors approved of the Amended and Restated Rules and Regulations, a copy of which is attached as Exhibit A, and;

WHEREAS, by approving of the foregoing Amended and Restated Rules and Regulations, all previously published Rules and Regulations are repealed and replaced by the attached Amended and Restated Rules and Regulations, and;

NOW, THEREFORE, the undersigned hereby certifies that the amendment set forth above is a true copy of the amendment to the Rules and Regulations as adopted by the Board of Directors, in accordance with the requirements of the governing documents and Florida Statutes, Chapter 720.

WITNESS my signature this 6th day of November 2024 in Palm Beach County, Florida.

[Signature]
Witness
[Signature]
Witness

SAIL HARBOUR
HOMEOWNERS' ASSOCIATION, INC.

By: Michelle P. Riker
President

By: Bensy Sanon
Secretary
MICHELLE RIKER
BENSY SANON

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michelle Riker and Bensy Sanon, well known to me to be the President and Secretary of Sail Harbour Homeowners' Association, Inc., a Florida Corporation, on behalf of the Corporation and that they acknowledged executing the same voluntarily under the authority duly vested in them be said Corporation.

Dated at Palm Beach County, Florida this 6th day of November 2024.



(Seal)

My Commission Expires

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA

Exhibit "A"

Sail Harbour Homeowners' Association, Inc.
Amended and Restated Rules and Regulations
*****Substantial Rewording of the Text*****

*Revised November 6, 2024

Article XI, of the Articles of Incorporation for Sail Harbour Homeowners' Association, Inc. empowers the Association to make and amend rules governing the operation and use of the community.

In addition to Owners and their families, these Rules and Regulations also pertain to guests, tenants, contractors and all visitors to Sail Harbour. Owners will be held responsible for any violations of these Rules and Regulations by guests, tenants or visitors. Therefore, it is your responsibility to share these Rules and Regulations with your guests.

The term "Common Area" shall refer to all property within the community of Sail Harbour that is not contained within the boundaries of a privately owned Lot, or as may be designated as a common element by the Governing Documents (the Articles of Incorporation, Declaration of Covenants, Bylaws, and Rules and Regulations, as may be amended from time to time). Common Areas include landscaped areas, recreational areas, roadways, parking lots or parking spaces (not appurtenant to a Lot), sidewalks, access control points and any other areas as may be designated as such in the future. The term "Community" includes both Common Areas and private Townhomes.

Note that Sail Harbour is also subject to the Declaration and Rules and Regulations promulgated by Briar Bay Master Association. All rules and regulations contained herein shall automatically be amended to comply with any restrictions imposed by the Briar Bay Master Association. In the event of any conflict between the Sail Harbour Rules and Regulations and the Briar Bay Rules and Regulations, then the Briar Bay Rules, Regulations and architectural guidelines shall take precedence.

Section I: Definitions

"Association" shall mean Sail Harbour Homeowners' Association, Inc.

"Common Area" shall mean all portions of the Community except for the privately owned Lots and improvements (Townhomes) built on the Lots.

"Community" shall mean the Common Areas and Lots located in Sail Harbour.

“Governing Documents” shall mean the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, as may be amended from time to time.

“Lot” shall mean a parcel of real property within the Community upon which a Townhome has been built.

“Master Association” shall mean Briar Bay Community Association, Inc.

“Owner” shall be defined as the person or entity identified on a recorded deed as having a present ownership interest in a Lot.

“Resident” shall be defined as a person occupying a Townhome.

“Townhome” shall mean a structure or improvement upon a Lot as originally constructed by the original developer.

Section II: Vehicles, Traffic Control and Parking

1. All speed limits shall be obeyed. Unless otherwise posted with a speed limit sign, the speed limit on all streets shall be **20** miles per hour. All traffic control signs (“Stop” signs, “Children at Play,” etc.) must be obeyed at all times.

2. No vehicles may be parked on any road within the Community, including the portion of Eaton Street owned or maintained by the Master Association. “Parked” shall mean placement of a vehicle on a street, road or other Common Area without a driver present within the vehicle, and not in transit. This rule excludes any commercial vehicle temporarily parked on roadways for the purpose of providing goods or services to a Resident during the daylight hours.

3. Prohibited vehicles: The following vehicles may not be parked in the Community at any time:

- a) trailers;
- b) commercial vehicles as defined by F.S. 320.01(25);
- c) recreational vehicles;
- d) boats or boat trailers.

4. Vehicles operating within the community must have a valid license plate and current vehicle registration.

5. Residents must register their vehicles with the Association.

6. All vehicles must be in good working condition, free of any damage or defect which could cause a disturbance to another Resident or nuisance to the Community. No vehicle shall leak fluid (oil, transmission fluid, brake fluid,

gasoline) or any other substance that stains or discolors the driveways or roadways.

7. Vehicles may not park on the grass or sidewalk anywhere within the Community.

8. Vehicles may not create noise pollution or noise disturbances at any time. Specific examples that tend to cause noise disturbances include: specialty or modified mufflers, vehicles without a muffler, loud car stereos, amplified bass speakers or woofers, "peeling out," excessive engine revving and excessive honking of the horn. Any vehicle that causes a noise disturbance will be prohibited from entering the Community and may be towed at the owner's expense.

9. Guest parking spaces are for guests and visitors. There are approximately thirty-four (34) parking spaces to serve a community of 331 Townhomes. Guest parking is not overflow parking for Residents. Residents parked within a guest parking space may be towed or booted. All vehicles parked in guest spaces must be parked with the front of the vehicle facing the front of the space. Vehicles may not be backed into a parking space.

10. If a Resident has utilized both parking spaces directly in front of their Townhome and their garage, and the Resident has a guest that would like to park overnight in a guest parking space, the Resident may contact Management to request a temporary guest parking pass. Guest passes shall only be available for a maximum of fifteen (15) days. The Board of Directors, in its discretion, may extend the length of the pass up to a maximum of thirty (30) days upon a showing of good cause by the requesting resident, or it may choose to suspend issuance of guest parking passes, depending on the number of passes that have been issued, availability of parking spaces and other factors as may be determined by the Board of Directors.

11. Motorized go carts and ATVs are strictly prohibited in the Community. The Association shall not be liable for any injuries or damages sustained by anyone operating a golf cart, scooter, skateboard, or other personal mobility device or equipment.

12. Any vehicle that violates any Rule contained in this Section will be towed or booted at the owner's expense without warning.

Section III: Signage

1. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, posted or affixed in, on or upon any part of a Lot which is visible from the outside of the Lot, nor upon the Common Areas. Any

signage placed in the Community without prior authorization from the Association will be confiscated and destroyed. Exceptions to this rule include the following:

- a) A resident may display in a respectful manner up to two of the following portable, removable flags, not larger than 4 ½ feet by 6 feet:
 1. The United States flag.
 2. The official flag of the State of Florida.
 3. A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
 4. A POW-MIA flag.
 5. A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term "first responder flag" means a flag that recognizes and honors the service of any of the following:
 - a. Law enforcement officers as defined in s. 943.10(1).
 - b. Firefighters as defined in s. 112.191(1).
 - c. Paramedics or emergency medical technicians as those terms are defined in s. 112.1911(1).
 - d. Correctional officers as defined in s. 943.10(2).
 - e. 911 public safety telecommunicators as defined in s. 401.465(1).
 - f. Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in s. 464.003.
 - g. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under s. 252.35.
 - h. Federal law enforcement officers as defined in 18 U.S.C. s. 115(c)(1).
- b) Signage indicating that a property is protected by a security monitoring company. Signage can be no larger than six inches by six inches.
- c) Signage approved for posting on a community bulletin board. Signage that will be considered for approval includes business cards, sales notices or classified advertisements for personal property or services, flyers for community events, and similar documents, subject to the approval in the sole discretion of the

Board of Directors. Any signage posted on the bulletin board without prior authorization will be removed and destroyed.

2. One "for sale" or "for rent" sign, no larger than 18" x 24" may be placed in the window of the home. Open houses are permitted, with prior authorization, between 10:00 a.m. and 5:00 p.m., Saturday and Sunday. Contact management to obtain approval.

Section IV: Animals

1. Any animal which constitutes a nuisance, threat or risk to other Residents or their guests may be prohibited from the Community, may be restricted from entering Common Areas and/or may be reported to animal control. Examples of animal behavior that constitute a nuisance, threat or risk include (but are not limited to): animals left unattended on the Common Areas or outside a Townhome (or in a screened enclosure); unleashed animals or animals not under control of their owners; animals that incessantly bark, howl, moan, growl or bear teeth; animals that bite or attempt to bite; animals that exhibit any aggressive behavior; animals that defecate on Common Areas or private Lots and the owner fails to remove the droppings; animals that damage or destroy any Common Area property.
2. All animal owners (Residents and their guests) agree to indemnify the Association, its management, agents and employees (hold harmless) for any claim, judgment, costs or attorney's fee incurred as a result of any injury or property damage caused by any Resident or guest's pet.
3. Only two (2) common household pets (in total, not of each type) may be kept on a Lot. Household pets include dogs, cats, birds and fish.
4. All pets must be registered. Registration forms may be obtained from management.
5. Dogs shall be kept on a leash at all times while on Common Area property.
6. Cats are not permitted to roam freely. Residents that violate this rule risk being cited or fined by Animal Control, or possibly having the cat removed from the premises.
7. Animal owners are responsible for cleanup of their pet's waste. Residents that fail to pick up their animal's waste may be charged an assessment for the removal of the waste, or the animal may be prohibited from entering Common Areas, or the Association may revoke the Owner's permission to keep the pet within the Community.

8. In accordance with County Ordinance 4-10, all dogs and cats must be vaccinated for rabies and all other potentially communicable diseases. All dogs and cats must wear a rabies tag and identification tag, identifying the animal's owner, contact information, and proof of rabies vaccination.

9. No animals may be left unattended on the Common Areas or left outside a Townhome (including screened porches or enclosures). Animals may not be left tethered, chained or tied up to any structure upon Common Area property or outside a home. County Ordinance 4-24(d).

10. Residents may not breed, sell or raise any animals or pets for any purpose whatsoever. Residents may not engage in any commercial enterprise concerning animals or pets within the Community.

11. Residents may not feed any wildlife, ducks or other waterfowl.

12. Violations of any rule in this section should be reported to the Association, but you also may wish to call the Palm Beach County Animal Control Unit, 561-233-1200, if you have encountered an aggressive, stray or unattended animal. In the event of an emergency, if you believe an animal is in imminent harm, or if an animal might be dangerous or aggressive, please call the Police Humane Unit without delay.

13. Any Resident claiming the need for an assistance animal (service animal or emotional support animal) must request an accommodation and include the name of the treating health care provider; describe the accommodation you are requesting, confirm that he/she has qualifying disability (although you do not have to disclose a specific diagnosis), and the health care provider must describe how the assistance animal relieves a symptom of the disability. No pet deposit or application fee may be charged for an assistance animal.

Section V: Owner's Lots

1. Residents must maintain their Lots, including the exterior of the Townhome, screened porch area, open porch area, yard (front and back) and all other portions of the Lot, and any structure upon it, in good condition, free of any personal property (excluding vehicles or plants) debris, trash, weeds, dead plants or trees.

2. No air conditioning wall or window units shall be permitted. Only central air conditioning systems will be permitted.

3. Garbage pick-up days are Wednesday and Saturday. Recycling pick-up is Wednesday. Bulk pickup is Tuesday.

- a) After garbage and recyclables have been collected, it is each Resident's responsibility to pick up any trash or recyclables that may have been dropped or spilled during collection, whether the trash came from a Resident's garbage bin or not.
- b) Garbage and recycling receptacles must be stored in the garage.
- c) All garbage or recyclables must be left curbside for pickup and must be placed in a trash can or receptacle. Garbage left in bags is unsightly and does not conform to community standards. Garbage placed in receptacles is less likely to be scavenged by birds and rodents. Receptacles must be no larger than 32 gallons or 40 pounds.
- d) Trash and recycling receptacles may not be placed curbside any sooner than one day before trash is to be picked up. After pick-up, all receptacles must be removed from the street or curb within one day after pick-up.
- e) Hazardous materials may not be placed in the trash for pickup and may not be placed curbside for pick up. These materials include: paint, paint thinner, polish, stains, fertilizer, transmission fluid, brake fluid, oil, antifreeze, batteries, freon, insecticide, herbicide, pesticide, pool chemicals, drain cleaners, bleach, etc. Visit <https://www.wpb.org/Departments/Public-Works/Sanitation/A-Z-Guide> for information on how to dispose of hazardous waste.
- f) Bulk trash removal service will accept curbside pick up of bulk waste, with the exclusion of the items identified in Paragraph E of this Section. Landscaping clippings must be tied into bundles and placed in a pile no larger than ten (10) cubic yards. Appliances and furniture may be placed curbside on bulk trash pick days. Fuel tanks, water heaters and AC compressors will not be accepted for bulk pick up and should be brought to the local drop off location.
- g) Receptacles should not be overflowing with trash. The lid should be able to securely close so insects and vermin cannot get into the receptacles.
- h. Receptacles should be placed curbside, at the corner of the driveway.

4. Garage doors must remain closed at all times unless a car is entering or exiting the garage, or unless a Resident is present within the garage. Partially open garage doors do not conform to the aesthetic requirements of the Community and are not permitted. Garages may not be used as recreational

rooms or as living space. A garage may only be utilized for the purpose of vehicle storage or property storage. Garage doors are owned and maintained by the Lot Owner. Accordingly, if an Owner wishes to replace a garage door, an architectural modification application must be submitted and be approved by the Association prior to any work being undertaken.

5. Landscaping tools, power tools, mechanic's tools and supplies must be stored in the garage.

6. Garden hoses attached to the side of a Townhome which cannot be concealed must be neatly wound around a spool or other device.

7. The Association shall perform the following periodic maintenance to the exterior of a Lot and Townhome as a common expense: a) painting the exterior of a Townhome and b) cutting the grass. The timing and frequency of such maintenance shall be at the discretion of the Board of Directors. Owners shall be exclusively and individually responsible for the maintenance and replacement of all other features of their Townhome, including the roof, gutters, driveways, screen enclosure, walkway, doors, windows, lighting fixtures, landscaping (other than grass) and plumbing connections.

8. Owner must keep the exterior surfaces of the Townhomes (including roofs, exterior wall surfaces, doors, patios, porches, screen enclosures, walkways or fences) in good working order, clean and free of dirt and debris at all times. Owners shall wash the exterior surface of their Townhomes (roofs, walls, fences, walkways, patios, etc.) at least once every twelve (12) month period. Owners shall notify management when the required cleaning has been completed to confirm compliance with the required cleaning schedule set forth in this Rule and Regulation.

9. Concrete walkways must be clean, unbroken, sealed, level and without weeds.

10. Residents may not paint, penetrate, alter or affix anything to the exterior walls or roof of any home. Subject to submission of an architectural modification application prior to the requested modification, Residents may request Association approval to: 1) to affix a lighting fixture; 2) to mount a water hose holder; and 3) mount a United States flag. Failure to seek prior approval of the modifications described herein may result in automatic rejection of the modification and other legal action to compel enforcement of the governing documents and these rules.

11. Satellite dishes cannot be any larger than one meter in diameter and must be installed in a location that is not visible from a common area (to the extent possible without interfering with signal strength). If the installation requires the satellite dish to be affixed to building envelope, then the dish must be securely

installed and fastened by a trained installer to ensure conformity with these rules and minimize risk of injury to the user and other residents.

12. Firepits, tiki torches, smokers and open grills are prohibited. Any equipment or device that produces a flame that is not contained, controlled and covered is not permitted anywhere in the Community.

13. A grill is permitted only if it is equipped with a lid and the lid remains closed while the grill is in use. Residents must attend to grills at all times while they are in use. Grills must be stored in a screened patio or on a concrete patio slab if there is no screened patio attached to the home.

14. Clotheslines, drying racks or other means of drying or displaying clothes are permitted if contained within the Lot and concealed from view from a Common Area or another Lot.

15. No clothes, towels, sheets, rugs or other materials may be hung, exposed or dusted from the windows or from the front façade of the Townhouse.

16. All lighting fixtures must be in good working condition and all fixtures on the Lot should be of same or similar style. Replacement of any lighting fixture must be approved in writing by the Board and/or Architectural Committee. If a Resident must replace one fixture, and a matching fixture cannot be found, all fixtures must be replaced. If a fixture is found to be broken or damaged, it must be replaced within thirty (30) days.

17. Storm shutters may be secured or closed only while the Community is under a hurricane watch or warning and must be removed (if panel shutters) or completely opened (if accordion shutters) once the Community is no longer in the "cone of uncertainty" as determined by the National Hurricane Center. Shutters must be in good working order. Any damage to the building envelope (stucco or paint) caused by the installation of any shutter shall be repaired at the Owner's expense, to be paid by the Owner directly or the Association may elect to make the repair and assess the Owner for any necessary repair costs.

18. Windows must be in good working order and must match the color, tint and style as originally installed by the developer. Window frames should be white and fabricated in aluminum. For example, some Townhomes have round port windows with dividing bars (called "muntins"). If this window is replaced, the new window must also have the muntins to maintain a consistent aesthetic appearance as originally installed by the developer. If the original window installed by the developer was a horizontal slider, the replacement window must also be a horizontal slider.

19. Windows may not be covered with a mirrored film, aluminum, a bed sheet or towel or other unapproved covering. Windows may be covered from the inside

of the Townhome with blinds, drapes or curtains. Any interior window covering must be in good working order, and cannot be broken, bent, missing slats or appear uneven when viewed from the exterior of the Lot. Other than approved shutters, nothing shall be fixed to the exterior surface of the window.

20. Patios shall not be used to store tools, boxes, storage containers, appliances or unused furniture. Only appropriate weather-resistant patio furniture and appropriate decorations may be placed on a patio. Patios must be kept neat and free of clutter.

21. Holiday lights and displays are permissible, provided they do not cause a nuisance (sound or excessive lights). The Board shall have sole discretion to determine whether a holiday display has created a nuisance and must be removed. Holiday lights and displays must be removed within two weeks from passage of the holiday.

22. Sports equipment, basketball hoops and bicycles may not be placed on the Common Areas, sidewalks or roadways. Sports equipment, bicycles and basketball hoops utilized on a Lot must be stored in a garage or in a Townhome when not in use.

23. Party tents, bounce houses, inflatables, and similar rented play equipment must be approved in advance by the Board of Directors. Contact management to request approval. Approval will not be granted unless the operator of such equipment provides a certificate of insurance naming the Association as an additional insured.

24. Each townhome has a front and rear yard (end units have side yards, as well). The yards are privately owned. They are not Common Areas. Residents should not enter another Resident's front, rear or side yards without express permission to enter the Lot except as may be necessary to perform required maintenance on a Lot. Review the site plan in the governing documents or contact management if you have questions regarding the location of the private Lots within the Community.

Section VI: Landscaping

1. The Association shall mow all grass throughout the community (both Common Elements and private Lots), but Owners shall be responsible for the replacement of any mulch, rocks, trees, hedges, shrubs and flowers planted on a private Lot. Landscaping beds must be kept in a neat, trimmed and well-groomed manner.

2. Dead or diseased landscaping (trees, hedges, shrubs, plants or flowers) planted by the Owner on a private Lot must be removed and replaced by the Owner at the Owner's expense, after obtaining approval from the Association.

Since tree removal also requires a City or County permit, consult local ordinances for more information on tree removal and replacement.

3. No tree stumps may be visible from Common Area property or from another Owner's Lot. Tree stumps must be completely removed or grinded down so that no portion of the stump remains visible from Common Area property or from another Owner's Lot.

4. Landscaping may not encroach upon Common Areas or another Owner's lot.

Section VII: Alterations

1. Residents shall not make, install, place or remove any alterations, additions, improvements or changes of any kind or nature whatsoever to, in or upon any portion of the Common Areas.

2. Residents shall not make, install, place or remove any alterations, additions, improvements or changes of any kind or nature whatsoever to, in or upon any portion of Owners' Lot, including screened porches, or the exterior of the Townhome, unless the Resident first obtains the written consent of the Association to such addition, alteration, improvement or change.

3. An Owner must submit an architectural or landscaping modification application prior to undertaking any alteration, improvement or change to the Lot. The application shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary. The Association has the absolute right to approve or disapprove of any proposed addition, alteration, improvement or change. The Association's approval shall not be unreasonably withheld.

4. All additions, alterations, improvements or changes made by an Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details or otherwise.

5. Any installation, replacement, modification or removal of the following exterior features must be approved in writing by the Board of Directors and/or Architectural Committee at least thirty (30) days prior to commencement of installation, replacement, modification or removal: koi ponds, fountains, trellises, retaining walls, fences, gates, walkways, work sheds, canopies, gazebos, screened enclosures, patios, pavers, shutters, windows, window treatments (if visible from the street) gutters, doors (front door, garage doors, French doors, sliding glass), security cameras affixed to the building or lighting fixtures.

- a) Applications for installation, replacement, modification or removal of any structure identified in this Rule must include plans, specifications, drawings or blueprints and copies of the necessary permits.
- b) The Owner must identify the contractor that will perform the work and the contractor must be insured. The owner must submit proof of the same along with the architectural or landscaping modification application. The Contractor must agree, in writing, to indemnify the Owner and the Association in the event of any claims arising from or out of the contractor's work.
- c) Owners that fail to comply with any portion of this section may be asked to remove the unapproved structure at the Owner's cost.

6. An architectural modification to approve a window replacement shall only be approved if the proposed new window or slider looks substantially the same as the existing window or slider originally installed by the developer for that particular model. All windows or sliders should be permitted, and should fit in the existing aperture, with white frames and grids. If the original window to be replaced opens and closes, then the replacement window must also open and close in the same manner as the original window. The replacement window must function in the same manner as the existing window, as installed by the developer, for that particular model.

7. An architectural modification request to replace a front door shall only be approved if the proposed new door looks substantially the same as the existing door, as originally installed by the developer. An Owner must obtain a permit as a condition for approval. Only solid, six panel doors, finished in white will be approved. The door may not contain any windows or other embellishments.

8. Any Owner that desires to install a storm door or screen door must obtain prior approval by the Association.

9. Window treatments must be in good condition and appear symmetrical. There shall be no missing slats or other broken or damaged part of the window covering. Sheets or other fabrics may not be used in place of a window treatment. All window coverings must be symmetrical along the centerpoint axis. The bottom edge of all window treatments must be even with the bottom of the window frame.

Section VIII: Leasing of Homes

1. Leases must be in writing and must state that the lease is subject to the Governing Documents.
2. The lease term shall not be shorter than six (6) months. The entire home and lot must be leased. Individual rooms or portions of the property may not be leased. Short term leasing or rentals (AirBnb, VBRO, etc.) are prohibited.
3. An Owner seeking to lease their Lot and the prospective tenants must:
 - a. submit an application to lease;
 - b. provide a copy of the lease;
 - c. execute an authorization for the Association to conduct a criminal and financial screening and background check on the applicants;
 - d. execute an addendum that authorizes the Association to evict the tenants in the event of a violation of the Governing Documents
 - e. execute an authorization for the Association to collect rent from the tenants if the Owner is more than thirty (30) days delinquent in the payment of any financial obligation;
 - f. pay a \$100.00 screening and application processing fee (per adult occupant), or in a greater amount as maybe determined by the Board of Directors;
 - g. pay a deposit equal to \$1,000.00 or one month's rent, whichever is greater, as may be determined by the Board of Directors;
 - h. cure all violations noted on the property;
 - i. the tenants must be interviewed prior to lease commencement.
4. Anyone occupying the Lot in the absence of the Owner is deemed to be a tenant and therefore, the requirements set forth above in this Section must be met.
5. All tenants, guests and visitors are bound by the Governing Documents. Owners are responsible for making sure that tenants are given copies of the Declaration of Restrictive Covenants and a set of these Rules and Regulations. Tenants that fail to abide by the Rules and Regulations or founding documents of the Association may be evicted or ejected from the Lot, along with the other remedies provided in the Declaration of Restrictive Covenants, these Rules and Regulations and by Florida law.
6. Owners shall remain jointly and severally liable for any damage caused by any tenant or guest to the Common Areas.

Section IX: General Regulations

1. No vending, peddling or soliciting orders for sale or distribution of any merchandise, devices, services, periodicals, books, pamphlets, or other items or documents are permitted in the Community.
 - a. An exception to this Rule is made for children of Residents requesting sponsorship for any academic activity, extracurricular activity or school-related activity. Approval will only be granted for this exception if the child or their parent contacts the Property Manager and requests prior authorization.
2. Children may not play in the roadways or along the canals and waterways.
3. Private garage sales and lawn sales are strictly prohibited. The Association may allow a community-wide garage sale at various times during the year.
4. No pressure washing, sawing, construction or other noisy activity may occur before 8:00 am or after 6:00 pm.
5. Owners, tenants, guests and visitors may not engage in any trade, business or commercial enterprise from any Lot or Townhome located within the Community which brings clients or customers into the Community or results in increased traffic. Townhomes are for residential use only.
6. No littering, soiling, defacement, theft or vandalism of Common Area property or private property is permissible by any Resident, guest, visitor, servant or contractor.
7. All personal property (with the exception of automobiles) must be stored within the Lot and may not be visible from a Common Area or other private lot.
8. No temporary buildings, structures, sheds, shacks, accessory buildings, out-buildings, tents, or storage pods or buildings shall be permitted without the express prior authorization of the Board.
9. Due to security and privacy issues, drones may not be operated within the Community for recreational purposes. Professional photographers or other licensed contractors may operate drones for the purpose of marketing a Lot for sale or maintenance of a Lot or Common Area with prior written approval by the Board of Directors. Drone operators must furnish insurance and licensing information as may be required by the Board of Directors.
10. The waterways surrounding the community are owned and maintained by the Hamal Community Development District and/or Briar Bay Community

Association, Inc. Sail Harbour makes no representations that they are safe for fishing, swimming or boating. Contact Hamal or Briar Bay to obtain rules and regulations governing the waterways.

11. Questions, comments, concerns, leasing applications, architectural or landscaping modification applications, copies of Community documents, requests for estoppel letters, responses to violation letters, official notices and communications with the Association or Board should be directed to the Property Manager.

12. The Association website is sailharbourhoa.org. Meeting minutes, the budget, audit reports, the governing documents and other important information can be found in the portal. Contact management to obtain credentials to access the portal.

Section X: Violations and Enforcement

1. Residents that fail to abide by the Governing Documents, including these Rules and Regulations, will be in violation. A violation letter may be issued to the Resident. Owners are liable and responsible for their tenants, guests and visitor's violations, so be sure to advise them of the Rules and Regulations prior to entering the Community.

2. Violation letters shall specifically identify the reason for the violation and may be sent to an Owner, tenant or both via US Mail, e-mail, hand-delivered or posted at the residence. If a violation is caused by a tenant, the Owner shall be notified of the violation, as well.

3. All violations must be corrected within the time frame set forth in the violation letter or notice. If a violation is not corrected, then the Association may exercise all legal options, including the right to perform any corrective work to remedy the violation, and assess the Owner for all expenses incurred by the Association in correcting the violation, plus interest on any unpaid balance. The Association may also refer the violation to legal counsel for mediation, arbitration or suit in a court, as may be appropriate. All legal fees expended by the Association to obtain compliance with these rules (including fees incurred prior to filing any action) shall be chargeable to the Owner, tenant or guest in violation.

4. Residents requiring an extension of time to comply with a violation notice should contact the Association in writing to request an extension. The request for extension should state the reason the extension is needed, and the amount of time needed to comply (or estimated completion date). Upon receipt of the request, the Association will advise the Resident whether the request has been approved. Oral approvals may not be given by Board members or the Property Manager. Approvals for extensions must be in writing.

Section XI: Records Requests and Written Inquiries

1. The official records available for inspection and copying are those designated by Sec. 720.303, Florida Statutes. The law provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, records to be inspected and manner of inspections.

2. Every Owner or the Owner's authorized representative, as designated in a writing signed by the Owner, shall have the right to inspect or copy the official records pursuant to these rules. Wherever an Owner is referenced in these rules, the Owner's representative designated in the writing shall be included by reference.

3. An Owner desiring to inspect the Association's official records shall submit a written request to the Secretary of the Association, which request may be delivered to the Property Manager or other official management agent. The request must specify the particular records sought for inspection, including the pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the specific records requested. The inspection or copying of records shall be limited to those records specifically requested. If the requested records are not easily located, at its option, the Association may simply make the records available for the Owner to search for the specific materials he/she seeks.

4. A Member shall be entitled to inspect records no more than one time per week for a maximum of four (4) hours per viewing during regular business hours of 9AM-5PM. The inspection and copying shall take place at the property manager's office or another location of management's choosing, and costs for copying are the sole responsibility of the Owner requesting same. Further, the Association shall respond to only one (1) written request per Lot in any given thirty (30) day period. An Owner may not request the same document more than once within a six (6) month period.

5. No records may be removed from the location of inspection. No alteration of the original records may be made.

6. Records will be made available for inspection within the statutory timeframe following actual receipt by the Association of the written request for inspection; and, where a representative will be inspecting, a written designation of the representative must accompany the request. This time frame may be extended by written request of the Owner. In addition, this time frame shall be extended by the Association in the event records are so voluminous or otherwise in such a condition as to render this time frame unreasonable.

7. Inspection times shall be made only by appointment with the Association during customary business hours exclusive of Federal, State and Local holidays, and pursuant to paragraph 4 above.

8. If a copy of any record is desired, the Owner shall designate in writing which record is desired, or, in the alternative, may designate such record by use of a tab or clip upon the pages desired. Any written request must designate the specific record or portion thereof.

9. Owners must pay the expense of copying including a charge of twenty-five cents (\$.25) per page or such other amount allowed by law, as the Board may determine from time to time. Payment in advance of copying may be required in the sole discretion of the Association. No written request for inspection or copying may be made in order to harass any Owner, resident or Association agent, officer, director or employee. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and may not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied. If the request for copies is less than twenty-five (25) pages and the Association has a photocopier where the records are kept, the Association will provide the requested copies at the time of the inspection. If more than that number of pages is requested, the copies may be made at another time within a reasonable period after the inspection and the Owner will be notified when they are ready. For records that exceed twenty-five (25) pages, or if the Association does not have a photocopier where the records are kept, the records may, at the Association's option, be sent out for copying and the Owner shall be liable for the actual cost of copying.

10. The Association may assign one volunteer or other representative to assist in the gathering of records requested for inspection at the Association's discretion and to supervise the inspection.

11. A violation of these Rules may cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith. Requests for inspection which do not comply with these rules may not be honored by the Association.

12. The following records are not accessible to Owners or their representatives:

- A. Records protected by lawyer-client privilege as described in Section 90.502, Fla. Stat., and any record protected by the work-product privilege;
- B. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Lot;
- C. Disciplinary, health, insurance, payroll and personnel records of any Association employees;

- D. Medical records of Lot Owners or community residents;
- E. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses of a Lot Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Unit designation, mailing address, property address, and any address, electronic mail address or facsimile number provided to the Association to fulfill the Association's notice requirements;
- F. Any electronic security measure that is used by the Association to safeguard data, including passwords;
- G. The software and operating system used by the Association which allows the manipulation of data; and
- H. Any other record protected from inspection by Florida law.

Section XII: Meetings

1. With the exception of meetings to discuss matters in litigation or to discuss personnel matters, meetings of the Board of Directors, committees and membership meetings are open to all Lot Owners / members of the Association. Non-owners are not permitted to attend meetings.
2. Robert's Rules of Order shall be invoked and operative at every Board, committee or membership meeting.
3. Once officially recognized to speak by the presiding officer of a meeting, an Owner wishing to speak at a meeting must identify the agenda item they wish to address and limit their speaking time to three (3) minutes. The Board or committee chair may choose to address or respond to the Owner's comment or question, but is not obligated to do so.
4. Any Owner may record any Board, committee or membership meetings, subject to the following restrictions:
 - (a) The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
 - (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;
 - (c) Anyone videotaping or recording a meeting shall not be

permitted to move about the meeting room in order to facilitate the recording;

(d) Advance notice shall be given to the Board by any Owner desiring to utilize any audio or video equipment.

(e) A videotape recording shall only capture the Board, committee or other body deliberating the subject of the meeting. Unless they are speaking on an agenda item or directly participating in the meeting, Owners and other persons that are merely observing the meeting may not be recorded or videotaped without their explicit consent.

Section XIII: Assessments and Collections

1. The Board shall establish an annual budget to fund the regular operational costs of the Association, including all funds necessary to maintain the common elements. The Board shall provide written notice to Owners of their proportionate share of the Association's anticipated annual operating cost.

2. The Association may send coupon books, late payment notices or other correspondence to Owners regarding the due dates for the installment payments, but it is not required to do so.

3. Owners are obligated to pay monthly maintenance on the 1st of each month regardless of whether they have received a coupon book or late payment notice. If an Owner is unsure of the amount owed, when payment is due or where to send payment, the Owner must request this information in writing from the Association.

4. Monthly maintenance payments not received on the first day of each month shall be late. If balance remains unpaid more than five (5) days from the due date, a late fee shall be imposed on the account equal to 5% of the missed installment or \$25.00 (as may be determined by the Board of Directors).

5. In addition to the late fee described in Paragraph 4 herein, if any missed installment remains unpaid more than five (5) days from the due date, interest shall accrue from the date of the delinquency, at a rate of eighteen percent (18%) per annum.

6. Owners shall receive a Notice of Late Assessment, giving them thirty (30) days to make full payment without incurring attorney fees. If full payment is not received within thirty (30) days from the Notice of Late Assessment, then the account will be referred to the attorney for collections.

7. If an account is placed in collections with the attorney, Owners must only communicate with the attorney regarding the account. Owners may not send payments to the Association once an account has been placed in collections. All payments must be sent to the attorney until the file is brought current and the

collection file is closed. An Owner in collections may only obtain balance information or payoff instructions from the attorney's office.

8. The Association or its authorized agent shall charge the maximum fee permissible by law as set forth in Florida Statutes § 720.30851(9), as may be periodically adjusted pursuant to a schedule published by the Department of Business and Professional Regulation.

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