

**WILSHIRE NEIGHBORHOOD ASSOCIATION, INC.**

Dear Homeowner:

October 16, 2006

Enclosed please find a copy of the Rules and Regulations and Association's Architectural Standards that were adopted by The Board Of Directors, during the October 16, 2006 meeting.

Our governing Documents allow us to establish an Architectural Review Committee (ARC) whose function it is to approve or disapprove Homeowner requests for additions, alterations, improvements or changes to the exterior of homes, lots or to the Common Areas of the Association. The purpose of the Architectural Review Committee is to insure the aesthetic continuity and harmony of our Community.

The basis for the Association's right of approval may be found in, but not limited to, Article XII, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Wilshire Neighborhood Association, Inc.

We urge your cooperation in helping to avoid costly, and unpleasant legal complications by adhering to our duly constituted Architectural Standards and Rules and Regulations.

Please be sure to review these documents. They become effective December 1, 2006.

If you have any Questions, Please contact our Property Manager.

Sincerely,

Bill Fleming

For the Board of Directors

**WILSHIRE NEIGHBORHOOD ASSOCIATION, INC.**

**RULES AND  
REGULATIONS October  
2006**

The following Rules and Regulations have been promulgated in accordance with, but not limited to, the authority granted under Article X, Section 1, of the Declaration of Restrictions and Protective Covenants for Wilshire Neighborhood Association, Inc.

The penalties for violation of our duly constituted Rules and Regulations may include monetary fines which may be levied as a Special Assessment pursuant to the process set forth in our governing Documents and Chapter 720 of the Florida Statutes. In addition, the Board shall have the power to seek relief in any court for violations or to abate nuisances.

Please be advised that owners will be held responsible for the actions of their families, guests, visitors, tenants, invitees, employees, agents, etc.

1.0 **PARKING**

**VEHICLES IN VIOLATION OF THE FOLLOWING RESTRICTIONS ARE SUBJECT TO BEING TOWED FROM THE PREMISES AT THE OWNER'S EXPENSE.**

- 1.1 Parking on the street, lawns or areas other than driveways, between the hours of 2:00 a.m. and 6:00 a.m., is prohibited without the prior written consent of the Board of Directors. Residents requiring additional parking space for occasional guests or visitors, who are unable to arrange for same with a neighbor, may obtain a temporary street parking permit through any Director.
- 1.2 Parking wholly or partly upon any lawn, grass, median strip, berm or other landscaped area or walkway, at any time, is prohibited.
- 1.3 Trucks or commercial vehicles, campers, mobile homes, motor homes, boats, boat trailers, golf carts, house trailers or trailers of every other description are prohibited from being parked or stored anywhere upon the properties or upon any lot, overnight, except that such vehicles may be parked or stored entirely within garages.
  - 1.3.1 This restriction shall not apply to trucks and other commercial vehicles being temporarily parked such as for pick-up, delivery and other commercial services.
  - 1.3.2 The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height.
- 1.4 Vehicles may not be parked or stored in such a way as to obstruct the free-flow of vehicular or pedestrian traffic.
- 1.5 Any vehicle parked or stored upon the premises must carry a current, valid registration and

license tag and must be operable under its own power.

- 1.6 Derelict, abandoned or junked vehicles may not be stored anywhere upon the properties.
- 1.7 Motor vehicles may not be serviced, repaired, disassembled or assembled anywhere upon a lot or the Common Areas except in case of emergency.
- 1.8 No motorcycle, motorbike, moped, all-terrain vehicle, or other motorized vehicle is permitted to be operated within the Community unless such vehicle is licensed for street use and equipped with appropriate noise muffling equipment.

**VEHICLES IN VIOLATION OF THESE RESTRICTIONS ARE SUBJECT TO BEING TOWED FROM THE PREMISES AT THE OWNER'S EXPENSE.**

2.0 VEHICULAR TRAFFIC

- 2.1 Posted speed limits throughout the Community will be strictly enforced.
- 2.2 Anyone operating a motor vehicle upon Association property shall at all times operate said vehicle in a safe and responsible manner in accordance with existing weather conditions and pursuant to appropriate local and state traffic laws.
- 2.3 The Association's roadways and parking areas may not be used for giving or receiving driver training.
- 2.4 Anyone operating a motor vehicle upon Association property shall yield the right of way to children and pedestrians at all times without exception.

**ANYONE OPERATING A MOTOR VEHICLE IN CONTRAVENTION OF THE FOREGOING WILL BE SUBJECT TO THE MONETARY FINES AND OTHER REMEDIES SET FORTH IN OUR GOVERNING DOCUMENTS. IN ADDITION, THE ASSOCIATION WILL SEEK THE ASSISTANCE OF LOCAL, COUNTY AND STATE POLICE WHENEVER POSSIBLE IN AN EFFORT TO ENFORCE OUR DULY CONSTITUTED TRAFFIC RULES.**

- 3.1 Only five dogs, cats or other usual, common, household pets may be kept.
- 3.2 The keeping of domestic pets is not a right of an owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a pet is an unreasonable nuisance or annoyance.
- 3.3 Pets are strictly prohibited from roaming freely upon the Common Areas.
- 3.4 Pets shall be kept on a leash and under positive control at all times when outside of the unit.

3.4.1 Maintaining a pet under positive control shall include preventing the pet from barking, howling, yelping, whining, etc., in any way as to constitute a disturbance to other residents at any time whether day or night.

3.5 Should a pet defecate anywhere within the Community, the owner, or the person in charge of that pet, must immediately remove and dispose of the excrement in a sanitary manner with the use of a "pooper-scooper" or other appropriate tool or method.

3.5.1 Failure to immediately and properly pick-up, remove and dispose of pet excrement will result in the Association's engaging a janitorial service to visit the site and remove the excrement. The cost of such service will be charged against the owner of the offending pet, as a special assessment.

3.6 Pet owners are responsible, and by virtue of ownership assume responsibility, for any damage to persons or property caused by their pets.

**THE ASSOCIATION WILL TAKE ANY AND ALL NECESSARY LEGAL ACTION TO FORCE REMOVAL OR EXPULSION OF PETS IN VIOLATION OF THE FOREGOING RESTRICTIONS. PET OWNERS WILL BE HELD LIABLE FOR ANY LEGAL FEES OR COURT COSTS INCURRED BY THE ASSOCIATION IN CONNECTION WITH SUCH LEGAL ACTION.**

#### 4.0 USE RESTRICTIONS

4.1 No noxious or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any other lot owner.

4.2 The volume of audio, visual and home entertainment equipment must be maintained at such a level so as not to cause a disturbance to the peace, quiet, comfort or serenity of surrounding residents.

4.3 No substance, thing or material may be kept upon any unit that will omit foul or obnoxious odors which may cause a disturbance to surrounding residents.

4.4 The use of guns or firearms, including, but not limited to, "B-B" guns, pellet guns and other firearms of all types, regardless of size, is strictly prohibited.

4.5 Swimming or operating any motorized vehicle of any kind is prohibited upon the lakes and canals within the Community.

4.6 No trade or business may be conducted from or in any unit except that Owners or occupants may conduct business activities within a unit so long as:

a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit;

b) The business activity conforms to all zoning requirements for the properties;

c) The business activity does not cause or invite excessive pedestrian or vehicular traffic in the Community or involve door-to-door solicitation of other residents in the Community;

d) The business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Community as may be determined in the sole discretion of the Board of Directors.

- 4.7 No one is permitted to alter, adjust, regulate or tamper with any electrical, mechanical or plumbing equipment, fixtures, irrigation systems or other installations belonging to the Association. Systems requiring adjustment should be reported to the management company.
- 4.8 Newspapers, magazines, advertising flyers, etc., which may have been drop-delivered on driveways, walkways or lawns must be promptly picked up and removed.
- 4.9 Except when placed in front for pick up, trash containers may not be stored so as to be visible to neighboring Lots or passersby. Trash containers may not be placed outside for pick up earlier than sunset on the evening before the scheduled pick up day and must be removed no later than sunset on the day of pick up. Storing trash containers in driveways is prohibited.

**UNIT OWNERS MAY BE HELD LIABLE FOR ANY DAMAGE CAUSED BY THEIR FAMILIES. GUESTS. VISITORS. AGENTS. EMPLOYEES. ETC... IN VIOLATION OF THE FOREGOING.**

5-0 **LEASING AND OCCUPANCY**

- 5.1 All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the governing Documents, Architectural Standards or Rules and Regulations of either the Wilshire Neighborhood Association, Inc. or the Grand Palms Community Association, Inc. In the event legal action is required to enforce any of the foregoing or following, the Association shall be entitled to recover its reasonable costs and attorneys' fees jointly and severally from the owner and tenant.
- 5.2 Owners wishing to lease their units must provide the Association with a bona-fide copy of the lease, which may exclude financial data, at least five (5) days prior to the intended date of occupancy. Said lease shall be in conformity with Paragraph 5.1 above.
- 5.3 Under no circumstances may more than one family reside in a unit within the Community at one time. For purposes of this provision, a "family" shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, and any other individual permanently cohabiting the unit together with the owner or permitted occupant of the unit.

**OWNERS OR RESIDENTS IN VIOLATION OF THESE RULES AND REGULATIONS ARE SUBJECT TO THE LEGAL REMEDIES SET FORTH IN THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS OF BOTH WILSHIRE NEIGHBORHOOD ASSOCIATION, INC. AND THE GRAND PALMS COMMUNITY ASSOCIATION, INC.**



# WILSHIRE NEIGHBORHOOD MAINTENANCE ASSOCIATION, INC.

## ARCHITECTURAL STANDARDS

Because your Board of Directors recognizes that many owners may be uncertain, confused or entirely unaware of their obligations under our two sets of governing Documents (both Wilshire and Grand Palms), the following guidelines have been issued to assist you.

The penalties for violation of our duly constituted Architectural Standards may include monetary fines which may be levied as a Special Assessment pursuant to the process set forth in our governing Documents and Chapter 720 of the Florida Statutes. In addition, the Board shall have the power to seek relief in any court for violations or to abate nuisances

The Board of Directors, pursuant to the authority cited in the accompanying cover letter, has adopted the following omnibus resolution:

**"No Owner shall make, install, place, or remove any building, fence, screen enclosure, porch, wall, patio area, pool, spa, landscaping, garage or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas or the Owner's Lot, unless the Owner first obtains the written approval of the Association to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change to any improvement including the color of same."**

Simply stated, anything on, in or around your home, which is visible to other homeowners or passersby, is subject to the approval of the Architectural Review Committee (ARC). Any additions, alterations, improvements or change to the exterior of any home or lot which may IN ANY WAY EFFECT THE APPEARANCE OF THE PROPERTY MUST BE APPROVED IN WRITING. BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO INSTALLATION. The application and approval process extends even to minor landscaping alterations. In accordance with these Standards and the authority previously cited, failure to obtain such approval will result in the Association taking any and all steps at its disposal, including but not limited to the imposition of fines as provided for above and legal action to force the removal of an unapproved installation. Should legal action become necessary, you may be held liable for attorney's fees and court costs incurred by the Association.

The process for obtaining approval requires that you make written application and submit a copy of all pertinent plans, specifications, blue prints, etc., together with the name, address and telephone number of the proposed contractor and any other such information as the Architectural Review Committee may request. The Committee will consider the application and give written notice of its decision.

Any approval rendered by the Committee shall not be deemed valid until countersigned by a designated member of the Board of Directors. Upon disapproval of a requested change, the effected Owner may appeal to the Board of Directors for a re-consideration and final disposition of the request.

Even if approval for a project is granted by the Wilshire Neighborhood Maintenance Association, Inc., the Homeowner must also obtain the approval of the Grand Palms Master Association.

**If you have the slightest doubt about any alteration, addition, improvement or change, please contact the ARC or the Management Company prior to commencing the project.**

WE WILL BE HAPPY TO ASSIST YOU IN EVERY POSSIBLE WAY TO ACCOMPLISH YOUR DESIRED GOAL. YOU MAY REST ASSURED THAT APPROVAL WILL NOT BE UNREASONABLY DENIED.

THE FOLLOWING LIST IS NOT INTENDED TO BE ALL INCLUSIVE OR COMPREHENSIVE AND SHOULD BE USED AS A GENERAL GUIDELINE ONLY.

#### UNIT MAINTENANCE

No unit shall be used, in whole or in part, for the storage of any property or thing that will cause said unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye or in any way detract from the aesthetic continuity of the Community.

Homes shall be maintained in first-class condition and good working order. Owners are responsible for the prompt removal of excessive and/or unsightly mildew, rust deposits, dirt or deterioration to their homes, Lots or other structures.

#### PAINTING

The exterior color scheme of any home, fence or other structure may not be changed without the prior written consent of the ARC.

#### SCREEN ENCLOSURES. PORCHES. PATIOS. DECKS

Screen enclosures, porches, patios or decks may not be constructed, erected or put in place without the prior written consent of the ARC.

#### EXTERIOR LIGHTING

Because excessive or over-bright lighting may disturb neighboring Homeowners and detract from the rural appearance of the Community, exterior pole lamps and high intensity spot lights and flood lights are prohibited except as may have been originally installed by the developer. Notwithstanding the foregoing, the installation of any additional lighting must be approved, in writing, by the ARC prior to installation.

#### AIR CONDITIONING

Window or wall air conditioning units are prohibited.

#### POOLS

Permanent above ground pools are prohibited. In ground pools may be installed with the prior consent of the ARC. Jacuzzi type spas may be installed in a size and location approved by the ARC.



All pool pumps shall be enclosed or surrounded by vegetation so as to conceal the pump and baffle the sound.

#### DOCKS AND DECKS

No dock may be built extending out to or over any waterway. Decks may not be built upon or extending over any area encumbered by an easement.

#### WINDOW TREATMENTS

All window treatments visible from the exterior of any home must be of a material, type, size, kind and color as are consistent with those considered to be normal and usual for residential dwellings (draperies, Venetian blinds, vertical blinds, draw curtains, shades, etc.). Sheets, tarpaulins, paper, tin foil or other make-shift items or devices are prohibited except when being temporarily used in connection with the repair, replacement or renovation of the affected area. Reflective solar coatings on glass areas which face the street will be permitted only with the prior written consent of the ARC.

#### HURRICANE PROTECTION

No hurricane protection devices may be permanently affixed to any home without the prior written consent of the Board of Directors. Where ever practicable, such devices may only be used in anticipation of an imminent storm and must be removed or re-opened within forty-eight (48) hours of the storm's passing.

#### AWNINGS

No awnings may be constructed, erected or placed upon the exterior of any home or lot without the prior written consent of the ARC.

#### FENCES

No fence, wall or other structure shall be erected in the front, back or side yards of any home except of the type, material, color and size as originally installed by the developer and then only with the prior written consent of the ARC. Metal cyclone fences are prohibited. Dog runs, animal pens, coops, etc., are prohibited without the prior written consent of the ARC.

#### WALLS

Walls put in place for the purpose of concealing air conditioning units, gas tanks, water treatment systems, etc., must be of the type, material, color and size as originally installed by the developer and may not be constructed, erected or installed without the prior written consent of the ARC.

#### MAILBOXES

Mailboxes must be repaired and maintained in good order and may only be replaced with mailboxes of the type, material, color and size as installed by the Association. Receptacles for the delivery of newspapers, magazines, advertising flyers, etc., are prohibited.

## GARAGES

No garage may be permanently altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

## DRIVEWAYS AND WALKWAYS

Driveways and walkways may not be resurfaced with any material other than that which has been originally installed by the developer without the prior written consent of the ARC.

## LANDSCAPING

Only vegetation consistent with, and conforming to, the aesthetic continuity of the Community shall be permitted. No trees shall be removed except for (a) diseased or dead trees and (b) trees needing to be removed to promote the growth of other trees or for safety reasons and then only with the prior written consent of the ARC.

Decorative installations such as sculptures, fountains or birdbaths, etc., may not be put in place without the prior written consent of the ARC.

## ARTIFICIAL VEGETATION

Artificial vegetation is prohibited from being placed on the exterior of any portion of the properties. Other exterior planting, sculpture, fountains and similar items may not be put in place without the prior written consent of the ARC.

## PROHIBITED PLANTS AND TREES

Contact the appropriate Department of the City of Pembroke Pines for information related to prohibited plants and trees.

## IRRIGATION

No sprinkler or irrigation system other than that which has been installed by the developer or the Association may be added without the prior written consent of the ARC.

## DRAINAGE

No obstruction or debris shall be placed in such a way as to interfere with catch basins or drainage areas. Owners or occupants may not obstruct or re-channel drainage flows.

## PLAYGROUND EQUIPMENT

Playground equipment shall be permitted to be installed at the rear of individual lots with the prior written consent of the ARC. Any such equipment shall be used at the risk of the users and the Association shall not be held liable for any claim, damage, injury, incident, accident or loss occurring as a result of, or in connection with, such

equipment.

### RECREATIONAL EQUIPMENT

Recreational equipment such as permanent basketball hoops or backboards whether mounted on poles or affixed to the exterior of any home or upon or adjacent to any driveway are prohibited. Other such permanent sporting installations are likewise prohibited. The placement of movable or portable sporting equipment is permitted, but such equipment must be promptly removed and stored out of sight after use.

### TEMPORARY STRUCTURES

Structures of a temporary character such as trailers, tents, mobile homes or recreational vehicles are prohibited. Tool sheds, utility shed, shacks, lean-tos, dog houses, tree houses, etc., are prohibited without the prior written consent of the ARC.

### SEASONAL DECORATIONS

Any lights, decorations or displays celebrating seasonal events may not be installed or erected more than thirty (30) days prior to said event and must be removed within thirty (30) days of the end of the seasonal event.

### ANTENNAS

No exterior antennas, aerials, solar energy collectors, satellite dishes or other apparatus for the transmission of television, cable television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion any Lot or home without the prior written consent of the ARC.

### CLOTHES LINES/DRYING AREAS

No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot, street or property located adjacent to the home.

### ENERGY CONSERVATION EQUIPMENT

Solar energy collector panels or attendant hardware or other energy conservation equipment shall not be constructed or installed without the prior written consent of the ARC.

### RAIN HANDLING/DIVERSION DEVICES

Any installation of leaders, gutters and downspouts shall conform with either the trim or house color or both.

### SHUTTERS

Shutters shall be painted to match the walls or trim on the

house.

### WELLS

Underground wells are prohibited. ROOFING

Any roof replacement shall conform in appearance and color to the original installation by the developer.

### GAS CONTAINERS

Propane gas tanks, gas containers or gas cylinders are prohibited from being placed on or about the exterior of any home, lot or ancillary building except in connection with the installation of swimming pools, jacuzzis/spas and barbecues, and then only with the prior written consent of the ARC. Such gas containers as may be approved must be installed underground or enclosed on all sides by a decorative safety wall approved by the ARC. Mobile, movable or portable gas grills must be stored out of sight when not in use.

### SIGHT DISTANCE AT INTERSECTIONS

All properties located at street intersections shall be landscaped so as to permit safe sight across the street comers. No obstruction to visibility at street intersections shall be permitted.

