

# **Chapel Trail Owners Association, Inc.**

## **Additional Provisions for the Preservation of the Values and Amenities of Chapel Trail**

1. **Excavation and fill:** Except for Declarant's acts and activities in the development of Chapel Trail and except in connection with normal maintenance activities, no sod, top soil, rock, gravel, sand, clay, earth, minerals, oil or gas shall be excavated or removed from or placed on the Committed Property without the written consent of the Committee.
2. **Alteration of Drainage:** Except for Declarant's acts and activities in the development of Chapel Trail, no Improvements (including but not limited to driveways, pools, fences and landscaping) and no change in the condition of the soil or the level of the land of any portion of the Committed Property shall be made which results in any permanent change in the flow or drainage of surface or subsurface water of or within Chapel Trail without the written consent of the Committee.
3. **Clothes Drying Areas:** No portion of the Committed Property shall be used as a drying or hanging area for laundry of any kind, unless the drying or hanging area is not visible from any dedicated street. Water area or any portion of the Committed Property other than the portion of the Committed Property owned by the person owning such drying or hanging area.
4. **Colors:** No exterior colors on any Improvement shall be permitted that, in the sole judgment of the Committee, would be inharmonious or discordant or incongruous with the Committed Property or a particular Neighborhood. Any future exterior color changes desired by an Owner must first be approved by the Committee.
5. **Litter:** In order to preserve the beauty of Chapel Trail, no garbage, trash, refuse or rubbish shall be deposited, dumped, or kept upon any part of the Committed Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Committee. All containers, dumpsters and other collection facilities shall be screened from view outside the Residential Parcel upon which same are located and kept in a clean condition, with no noxious or offensive odors emanating therefrom. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Committed Property or its nominees through the period of construction of Dwelling Units or other Improvements upon the Committed Property. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Committed Property must be removed within thirty (30) days after the completion of construction of the Improvements on such portion of the Committed Property, as evidenced by issuance of a Certificate of Occupancy, if applicable.
6. **Electrical Equipment:** No electrical equipment shall be operated or permitted to be operated on the Committed Property so as to prevent good reception for any other equipment without the prior written consent of the Board.
7. **Subdivision and Partition:** No lot shall be subdivided without the Committee's prior consent.
8. **Casualty Destruction to Improvements:** In the event a Dwelling Unit(s) and/or other Improvement(s) upon the Residential Property is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner(s) thereof and/or the Neighborhood Association responsible for the maintenance thereof shall either

commence to rebuild or repair that damaged Dwelling Unit or Improvements and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the Dwelling Unit(s) or Improvement(s) and grass over and landscape such Residential Property in a sightly manner consistent with Declarant's plan for beautification of Chapel Trail. As to any reconstruction of destroyed Dwelling Unit(s) and other Improvements, same shall only be replaced with Dwelling Unit(s) and other Improvements of a similar size and type as those destroyed unless the prior written approval of the Committee is obtained.

**9. Corporation Common Areas:** Nothing shall be stored, constructed within or removed from the Corporation Common Areas other than by Declarant, except with the prior written approval of the Board.

**10. Use of Water Areas:** Boats or other vehicles containing gas, diesel or other form of combustion engines are prohibited upon the Water Areas. The Corporation shall have the power and authority from time to time to adopt Rules governing the use of Water Areas.

**11. Easements:**

(a) "Drainage and/or Utility Easements" mean such easements on those portions of the Committed Property so designated on any Plat or a Supplement or any other Chapel Trail Documents for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting and television transmission purposes. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which

(i) may damage or interfere with the installation and maintenance of utilities without the prior consent of the affected utility companies and the Committee; provided, however, the installation of a driveway shall not require the consent of the affected utility companies unless the Committee imposes such requirement; or

(ii) may materially change the direction of flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior consent of the Committee and applicable governmental agencies.

The portions of the Property designated as Drainage and/or Utility Easements and all Improvements thereon shall be maintained continuously by the owner of such portion of the Property, except for those Improvements for which a public authority or utility company is responsible.

(b) "Water Management and/or Retention Easements" mean such easements on those portions of the Property so designated on any Plat or a Supplement or any other Chapel Trail Documents for the storage of storm water and/or maintenance of adjacent water bodies. The property subject to the Water Management and/or Retention Easements shall be maintained by the owner thereof in an ecologically sound condition for water retention, irrigation, drainage and water management purposes in compliance with all applicable governmental requirements. The Developer, the Corporation, the Neighborhood Associations and the Owners shall have the right to use the Water Management and/or Retention Easement to drain surface water from their Parcels, Corporation Common areas and Neighborhood Common Areas. No Improvement shall be placed within a Water Management and/or Retention Easement unless

approved in writing by the Committee. No Owner shall do anything which shall adversely affect the surface water management system without the prior consent of the Committee and applicable governmental agencies.

12. **Pets:** No animals, livestock or poultry of any kind shall be kept, raised or used upon any portion of the Property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No pet shall be kept if it creates a nuisance. Pets shall be permitted only in portions of the Corporation Common Areas, if any, designated by the Corporation for such purpose. An Owner, by the purchase of his Parcel or Dwelling Unit, agrees to indemnify Developer and the Corporation and hold them harmless against loss or liability of any kind arising from his having any animal in Chapel Trail.
13. **Signs:** Except as permitted as hereinafter set forth, no sign, advertising or notice of any type shall be permitted on the Property without the prior written consent of the Committee. One (1) of the following signs may be placed on a Lot or parcel without the prior consent of the Committee: (a) one (1) professionally prepared sign of not more than one and one-half (1-1/2) square feet used to indicate the name of the resident and street number of the Lot or Parcel; or (b) one professionally prepared sign of not more than one and one-half (1-1/2) square feet advertising the property for sale or for rent; or (c) one professionally prepared sign of not more than one and one-half (1-1/2) square feet approved by the Developer in writing indicating the names of builders, lenders or architects. However, the Committee shall have the right to determine that any such sign, unless installed by Developer or its designated nominee or approved in writing by Developer or its designated nominee, is unsuitable and to require such sign be removed by the Owner of the affected Lot. The Developer specifically reserves the right for Developer (as defined in Paragraph I.18 hereof), its designated nominees and the Corporation to place and maintain signs in connection with construction, marketing, sales and rental of Dwelling Units and Residential Parcels and identifying or informational signs anywhere on the Property without limitation as to size, number of signs or otherwise.
14. **Oil and Gas Tanks, Air Conditioners, Solar Collectors, Pool Equipment:**
  - (a) All oil tanks, bottled gas tanks and swimming pool equipment and housing must be underground or place in walled-in areas or landscaped areas so that such are not visible from any dedicated street, Water Areas, adjacent Dwelling Units and/or Residential Parcels, and adequate landscaping shall be installed and maintained by the Owner thereof.
  - (b) Wall and window air conditioning shall be permitted only with the prior written consent of the Committee.
  - (c) Solar collectors other than those installed by Developer shall only be permitted with the prior written consent of the Committee.
15. **Maintenance of Premises:** In order to maintain the standards of Chapel Trail, the Property and Improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said property shall be permitted to grow to a height in excess of four (4") inches for improved property and ten (10") inches for unimproved property. Improved property shall be any Lot on which the construction of a Dwelling Unit has been completed as evidenced by the issuance of a Certificate of Occupancy, the portion of a Multi-Family Parcel on which the construction of a Dwelling Unit has been completed as evidenced by the issuance of a Certificate of Occupancy and the portion of any non-residential Property upon which a structure has been completed as evidence by the issuance of a Certificate of Occupancy.

Improved property shall also include any Corporation Common Area and Neighborhood Common Area the improvement of which has been completed as evidenced by either the issuance of a Certificate of Occupancy or by the fact that such area is available for use by Owners. Unimproved property shall be any portion of the Property which is not improved property. Excepted from the foregoing provisions of this paragraph shall be any portion of the Property owned by Developer or its nominee through the period of construction of Dwelling Units or other Improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Property, as evidenced by issuance of a Certificate of Occupancy, if applicable

Unless prohibited by the applicable governmental authority, the Owner of a Lot shall also be responsible for maintaining the property between the edge of his Lot line and the edge of pavement for the adjacent dedicated roadway in accordance with the requirements of this Paragraph 15, including but not limited to keeping all portions thereof (except the driveway) fully sodded and maintaining the driveway.

In the event that a CTOA, Neighborhood Association, or the Owner of a Parcel is responsible for the maintenance of a Common Area, then unless prohibited by the applicable governmental authority, such Owner or Association shall also be responsible for and maintaining the property between the boundary of such Common Area of Multi-Family Parcel with such dedicated roadway in accordance with the requirements of this Paragraph 15, including but not limited to keeping all portions thereof (excepting driveways) fully sodded and maintaining driveways.

Any Neighborhood Common Area shall be used, kept and maintained in accordance with the applicable Neighborhood Covenants. Condominium Declaration on non-Condominium Declaration. The expense of operating and maintaining a Neighborhood Common Area shall be the obligation of the Owners in such Neighborhood.

Upon the failure of a Neighborhood Association(s) or Owner(s) to maintain the portion of the Property or property adjacent thereto and any Improvements thereon, which such party is responsible to maintain, in accordance with the requirements of this Declaration and to the satisfaction of the Corporation and Developer until Developer no longer owns any portion of the Total Property, and upon the Neighborhood Association's or the Owner's failure to correct such deficiencies within fifteen (15) days of written notice by the Corporation or Developer, unless a longer period is authorized by the Corporation and Developer, the Corporation, or Developer, until Developer no longer owns any portion of the Total Property, may enter upon the Property and make such corrections as may be necessary, the cost of which shall be paid for by the Owner who is required to perform such maintenance or at the expense of his Neighborhood Association and/or the Owners who are members of such Neighborhood which is responsible for performing such maintenance. If any Neighborhood Association and/or Owner(s) fails to make a payment requested shall be collected as an Individual Expense Assessment from the Owner(s) required to perform such maintenance in accordance with the provisions of Articles VI and VII hereof. In the event Developer makes such corrections, the Corporation shall upon written request reimburse Developer for the expense thereof.

- 16. Prohibited Vehicles:** Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain for more than two (2) consecutive days upon any portion of the Property unless wholly within an enclosed garage or structure.

No owner or his family members, guest, invites or lessees or their family members, guests, or invites shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Corporation or Developer.

Excepted from the foregoing shall be any vehicles owned or used by Developer or its designated nominees in connection with its program of selling, leasing, improving, developing, repairing or managing of any portion of the Total Property. Also excepted from the foregoing shall be any vehicles owned or used by the Corporation in the performance of its duties hereunder.

- 17. Vehicle Repairs:** No maintenance or repairs shall be performed on any vehicles upon any portion of the Property other than in an enclosed garage, except in an emergency situation. All repairs to disabled vehicles on the Property other than within an enclosed garage must be completed within two (2) hours from the immobilization thereof or the vehicle must be removed from the Property or placed in an enclosed garage. Excepted from the foregoing shall be any vehicles owned or used by Developer or its designated nominees in connection with its program of selling, leasing, improving, developing, repairing or managing any portion of the Total Property and maintenance by the Corporation Common Areas.
- 18. Prohibited Structures:** Except for the permitted structures provided for herein and structures permitted by the Committee, no structure of a temporary character, including, but not limited to, trailer, tent, shack, shed, bam or outbuilding shall be parked or erected on the Property at any time. Except for recreational facilities permitted pursuant to Paragraph IIIC.26 hereof, all storage areas, tool cabinets, gardens houses, etc., located on any Lot must be attached to the rear of the Dwelling Unit and must be screened from view from a dedicated street. Excepted from the foregoing shall be temporary structures of Developer and its designated nominees until Developer or its designated nominees no longer own any portion of the Total Property, provided such temporary structures are utilized in connection with selling, leasing, improving, developing, repairing, or managing any portion of the Total Property. No structure of a temporary character may be used as a Dwelling Unit.
- 19. Nuisances:** No obnoxious, illegal or offensive activities shall be conducted upon the Property. Obnoxious noises or odors shall not be permitted or maintained upon the Property. The Property shall not be maintained so as to become a nuisance or annoyance to the community. There shall not be erected, constructed, suffered, permitted, maintained, used or operated on any portion of the Property, a nuisance of any kind of character. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Property are as specifically permitted or contemplates by the Chapel Trail Documents (e.g., Developer's development and construction activities) shall not be deemed unreasonable, obnoxious nor a nuisance.
- 20. Water Supply:** No individual water supply system shall be permitted on the Property for domestic use. This shall not be construed to prohibit the installation of any individual water supply to be used for a sprinkler system or air conditioning, provided said use shall not be in conflict with applicable governmental requirements.
- 21. Sewage Disposal:** No individual sewage disposal system shall be permitted on the Property.
- 22. Improvements:** All Improvements placed upon the Property shall comply with the Code of Ordinances of the City.

23. **Window Coverings:** No window or door in a structure shall be covered with aluminum foil, newspaper or other unsightly material which is visible from the outside. Drapes, shutters, shades, sun filter screens and other materials commonly used in buildings are permitted if not unsightly.
24. **Lakefront Parcels:** Unless the written consent of the Committee is obtained and all necessary governmental approvals are obtained thereafter.
- (a) no boat house, dock building, landing, mooring pile, pier or ramp for boats or other Improvement shall be erected on or adjoining any Lakefront Parcel;
  - (b) no Lakefront Parcel shall be increased in size by filling in the water on which it abuts; and,
  - (c) No boat canal or other waterways shall be dug or excavated into any Lakefront Parcel.
  - (d) Docks shall be constructed in accordance with the following criteria:
    - (1) No dock shall be constructed on a parcel of land which abuts or adjoins a body of water, the width of which body of water is less than 100 feet between the water's edges when measured perpendicular to the plot at any point of construction
    - (2) No dock shall extend into the body on the water more than 10% of the width of the body of water, nor more than 20 feet into the body of water from the mean water's edge. For the purpose of these restrictions the "Mean Water's Edge" shall be the edge of water when the water elevation is at a level equal to the Control Elevation as established by the South Florida Water Management District.
    - (3) No Dock shall be constructed more than 20 feet in width, running parallel to the shore line, and in no case shall the dock exceed 300 square feet in area.
    - (4) No more than one dock per lot or parcel, except parcels having multiple buildings may request more than one dock.
25. **Construction:** All construction must be performed by contractors and subcontractors holding either a State of Florida or County certified license to do residential construction in the County. Construction of any Improvements shall commence no later than five (5) months (unless the Committee approves, in writing, a period longer than five (5) months) following the approval by the Committee of the plans and specifications for the improvements and upon commencement construction shall be prosecuted diligently until completion, without stopping, completion to occur within a reasonable length of time not to exceed one (1) year after commencement except that (i) construction of a single building containing seven (7) Dwelling Units or more shall be completed within a reasonable length of time not exceed two (2) years after commencement; and (ii) the Committee shall have the power to extend the period permitted for construction beyond the aforementioned one (1) year or two (2) year periods, provided the Owner makes written application therefore and the Committee determines the request is reasonable.
26. **Fences:** The construction of privacy wall or fences are subject to the following criteria:
- (a) No wall or fence shall exceed six (6) feet in height.
  - (b) Fences constructed of wood shall be treated initially and annually with a wood preservative or shall be painted so as to prevent the wood from discoloring and deteriorating.
  - (c) No fence shall be constructed in any front yard setback. Where lots are located on a corner the maximum height of a fence located within the street side yard setback shall be four (4) feet.
27. **Recreational Facilities:** All basketball backboards and play structures to be constructed upon a Lot or structure shall be approved in writing by the Committee and shall be located at the rear of a Lot behind the structure Unit and, in the case of a corner Lot, shall be located in the portion of the Lot furthest from the side street. No doghouse, playhouse, tree house or structure of a similar kind and nature shall be constructed on any part of a Lot in front of the rear line of the Dwelling

Unit constructed thereon and no such structure shall be constructed without the prior written approval the Committee.

28. **Compliance with Documents:** Each Owner and his family members, guests, invites, and lessees and their family members, guests and invites shall be bound by and abide by the Chapel Trail Documents. The conduct of the foregoing parties shall be considered to the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Chapel Trail. Such Owner shall be liable to the Corporation for the cost of any maintenance, repair or replacement of any real or personal property located on the Corporation Common Areas rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be paid for by the Owner as an Individual Expense Assessment.
29. **No Implied Waiver:** The failure of Developer, the Corporation or the Committee to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Chapel Trail Documents (including the Rules now or hereafter promulgated) shall in no event deemed a waiver by Developer, the Corporation or the Committee or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Chapel Trail Documents.

## **Chapel Trail Owners Association, Inc.**

### **Additional RULES AND REGULATIONS**

Pursuant to the provisions of Section III(D)5 the Board of Directors may adopt additional Rules and Regulations to preserve the values and appearance of Chapel Trail. The following additional rules have been adopted:

1. Portable basketball apparatus may be permitted to be kept in the front yard of a home, provided that said apparatus is not left out overnight. For the purpose of these provisions, overnight is defined as "being between the hours of 10:00 pm and 6:00 am." Further, the use of said apparatus is restricted to the hours of 8:00 am through 8:00 pm standard time and 8:00 are through 9:00 pm daylight savings time. **(3/12/97)**  
**(See Amendment 8 - Paragraph 27)**
2. Permanently installed above ground swimming pools shall not be a permitted piece of recreational equipment. **(1/17/90)**
3. Canvas, vinyl or similar fabric awning over patio areas shall not be permitted. **(3/12/97)**
4. The painting of concrete driveways shall only be allowed if said painting is conducted with an appropriate concrete stain and the only permitted color is concrete gray. **(7/12/95)**
5. For the purpose of clarifying the terms "Commercial Vehicle" as used in the declaration, the following shall be the definition of Commercial Vehicle:

Only automobiles, vans constructed as private passenger vehicles, or pick-up trucks of a type used as private passenger vehicles, and other vehicles manufactured and commonly used as passenger vehicles (such as Cherokee, Blazer, Explorer, etc.) may be parked within the Subject Property overnight. All other vehicles shall be kept within an enclosed garage. No commercial lettering, signs, racks, goods, or equipment; no truck; recreational vehicle; camper; trailer; vehicle, other than a private passenger as specified above; and no boat may be parked or stored outside of a unit overnight. No overnight parking is permitted on any public street, lawn, or other area other than driveways and garages. Notwithstanding the foregoing, automobiles owned by governmental agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Subject Property. All vehicles parked within the Subject Property must be in good condition and repair. No vehicle, which does not contain a current license plate or which cannot operate on its own power, shall be parked within the Subject Property outside of an enclosed garage for more than 24 hours. No major repair of any vehicle shall be made on the Subject Property. All vehicles parked within the Subject Property must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the Association. No motorcycle, motorbike, moped, all-terrain vehicle, go carts, or other such vehicle is permitted within the Association unless such vehicle is licensed for street use and equipped with appropriate noise muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the Association, then after written demand from the Association, the vehicle shall not be operated within the Association. **(3/13/96)**

**(See Amendment 8- Paragraph 17)**

6. The following improvements to a home shall not require approval from the Chapel Trail Owners Association: **(1/17/90)**
  - A. The painting of a home provided that the color is unchanged.
  - B. The installation of removable hurricane shutters.
  - C. The installation of rain gutters.
  - D. The installation of underground sprinkler systems.
7. The installation of beaches along any waterfront is prohibited. **(2/27/96)**
8. The installation of screen enclosures or screen doors on the front elevation of a home is prohibited. **(2/26/97)**. Homes located in the Chapel Pointe development are exempt from this rule. **(6/9/99)**
9. Christmas lights or other similar holiday decorations shall be removed within 30 days following the holiday. **(10/25/95)**
10. Exterior high intensity lights installed on the exterior of home shall be limited to a maximum of 150 watts and no more than two (2) fixtures per home unless connected to a motion detector. **(3/16/96)**
11. Electric light installations are not permitted in the swale areas. Only single mailbox posts are permitted. Matching or duel posts for framing a driveway are prohibited.
12. The installation of neon signs shall be prohibited. **(6/14/95)**  
**(See Amendment 8-Paragraph 13)**

13. Fences installed on waterfronts lots parallel to the water shall not be closer to the water than 12 feet from the Lake Maintenance Easement.
14. The maximum permitted height of a fence within the street side yard setback is six (6) feet where lots are located on a corner. The fence material and design to be at the discretion of the local communities according to their documents. And subject to the City of Pembroke Pines Setback requirements and approval. (6/13/12)

**15. DRIVEWAYS:**

Stamped Concrete/Overlays modifications of driveways and pathways are allowed to be applied and up to the discretion of the local communities with prior written approval. (12/14/11)

Driveways are permitted to be painted with a Concrete Stain or Concrete Sealer. (6/13/12)  
The following H&C Concrete colors, found at Sherwin-Williams, are permitted and are up to the discretion of the local communities with prior written approval.

- |                                 |                        |
|---------------------------------|------------------------|
| ▪ Naturally Red HC126           | ▪ Bombay HC133         |
| ▪ Terra Cotta HC167             | ▪ Cemented Deal HC141  |
| ▪ Cedarwood Brown HC103         | ▪ Siberian Haze HC149  |
| ▪ White-Washed Terracotta HC135 | ▪ Fresh Concrete HC165 |
| ▪ Aztec Sand HC136              | ▪ Gray Horizons HC140  |
| ▪ Neutral Balance Tan HC125     | ▪ Gull Gray HC132      |
| ▪ Silk Chocolate HC117          | ▪ Pearl Gray HC164     |
| ▪ Sandstone HC157               |                        |

**16. AWNINGS:**

1. Awnings must be either vinyl or fabric awning.
2. Shape of awnings as per Local Association (round or square).
3. Color of awnings as per Local Association.
4. Awnings may be striped or solid color.
5. Awnings shall be a retractable or permanent.
6. Same color for each building (for example, Malibu Bay can not use different color for each unit in the same building).
7. Awnings shall be well maintained for:
  - a) Mildew
  - b) Fading
  - c) Tears of rips
8. During a tropical storm, the fabric or vinyl must be removed or retracted.
9. Awnings shall be of high quality material (for example if an awning company has two or more quality material, the best one shall be specified).
10. Retractable awnings shall have a cover that matches the color of the house.
11. Retractable awnings must use the cover when the awning is in the closed position.
12. All Awnings must comply with all local and state building codes.

**17. PORTABLE BASKETBALL EQUIPMENT:**

Portable basketball must be put away (either in the garage or behind the home) by 10 p.m. and may not be taken out until 6 a.m. (It may not be stored on side of the home or laying down in the driveway).

Portable basketball equipment may be left out during the day.

Portable basketball equipment must be kept in good repair (backboard must be properly painted and the net must not be ripped or missing).

Portable basketball equipment must be kept half way up the driveway or closer to the house. It may not be in or blocking the street or sidewalk.

Portable basketball equipment must be put inside when a storm warning is issued.

## **18. GAZEBOS:**

### Construction:

All construction must meet the Dade County Product Material Code and the South Florida Building Codes and Hurricane Codes for structural integrity and construction including but not limited to footers, flooring, walls, doors, windows, and roof applications.

**Proof of building permit is required for Architectural approval.**

### Material:

Kits are permitted based on approved materials.

Wood – must be constructed of Red Wood, cedar, Pressure Treated lumber.

Non-Wood – must be PVC Vinyl, or Synthetic Fiber Material.

**Metals are NOT permitted (aluminum, steel).**

### Size:

Can be octagon, oval, rectangle, round, or square shape not to exceed 270 square feet (i.e. 19 feet diameter round or octagon, 13.5x20 feet rectangle or oval, 16.5 feet square).

### Height:

From ground to top of roof cannot exceed 18 feet; from ground to beginning of roof line (fascia) cannot exceed 10 feet.

### Flooring:

Must have concrete or wood properly anchored to concrete footer and/or posts by Hurricane Code approved devices.

### Doors:

Permitted, must meet South Florida Building code.

### Windows:

Permitted, must meet South Florida Building code.

### Screening:

Permitted, must meet South Florida Building code.

### Roof:

Fiberglass, asphalt, or cedar shingles – Aluminum roof tile

### Hardware:

Non-corrosive weather resistant finish to prevent rusting, stainless steel or brass.

Canvas Gazebos:

Are permitted with approval. Must be decorative type, secured to the ground.

**Canvas Gazebos MUST be removed when a storm warning is issued.  
NO CAR PORT TYPE GAZEBOS OR CANVAS COVERINGS ARE  
PERMITTED**

**19. TIKI OR CHIKEE HUTS (6/13/12):**

Construction:

Construction must be done according to proper Building Codes.

Height:

From ground to top of roof cannot exceed eighteen (18) feet.

Size:

Not to exceed 260 square feet in size.

Design:

Can be octagonal, oval, rectangular, round, or square in shape.

**20. CLOTHESLINE:**

- Only removable or retractable type clotheslines or poles are permitted.
- Clotheslines **MUST** be removed and stored or retracted when not in use.
- Clothing can only be hung between the hours of 6:00 am – 5:00 pm, Monday through Friday.
- Clotheslines can only be placed behind and within both linear sides of the home.

**21. STORAGE SHED/CABINETS/LAWN & GARDEN STORAGE UNITS:**

**Outside Storage Shed or Cabinet.** No outside storage shed or cabinet will be allowed without written approval of the APPROVING PARTY. Storage sheds or cabinets will be limited in size to a maximum base size of 66” (5’ 6”) deep x 72” (6’) wide (167.4 x 182.88 cm) and a height of 78” (6’ 6”) (198.12 cm). A second storage shed or cabinet of lesser size, but not equal to the initial unit, will be allowed with written approval of the APPROVING PARTY.

Material: Polymer, Resin Plastic or solid Vinyl material.

Color: Existing manufacturer colors at time of purchase.

Base Platform: Unit specific plastic base, dirt or cement slab, wood base (of exterior nature) to the extent it can be anchored securely yet able to be removed and/or dismantled. Base must meet all County and City requirements as set forth for exterior wood structure or wood deck platforms.

Base must be securely anchored to withstand normal inclement sub-tropical weather conditions.

Location(s): Preferred Location at **Rear** of residence. No side attachment or stand alone locations without an approved EXCEPTION by the APPROVING PARTY.

EXCEPTIONS: Concealment landscaping and/or to the rear of approved side privacy fence. (I.e., 6' Presidential fence, hedge or allowable height) No placement between side fence (also known as "Z" lot line) and street where visible to the public.

Must conform to Zero Lot Line Restrictions: Shall not be placed in relation to contiguous property which denies access by the owner of zero-lot-line property, access to zero-lot-line wall for maintenance purposes.

Easement/Drainage: Must not be set as to impact or change established easement/drainage configuration of community and individual adjoining residence drainage.

Landscaping: Must be properly landscaped for concealment from adjoining property & streets. Locations on corner lots or irregular property shape and/or location subject to public view must have additional concealment.

\*Cannot be seen from street or streets in case of corner property with exception of roof peak.

\*\*Must meet any and all current Broward County and City of Pembroke Pines construction requirements to include building permits where necessary.

Architectural Application must include photo, advertisement and/or other visual presentation of **ACTUAL** unit to show manufacturer, design, material, color and dimensional shape: Also, location of proposed inclusion on property survey and any additional, proposed landscaping.

**Note: No metal, vinyl covered metal/galvanized or similar manufactured metal sheds or cabinets will be allowed at any time.**