

## **SMITH FARM MASTER ASSOCIATION**

*The Board of Directors has a duty and responsibility to outline rules, regulations and Guidelines that promote and enhance the Community.*

The attached guidelines and policies have been developed to provide each resident with the greatest enjoyment of the facilities, without infringing on other residents and their rights to quiet enjoyment of their homes and community. They have been, for the most part, extracted directly from the Smith Farm Master Association Documents and presented in an easy-to-refer to Guide. Any additional rules have been developed in accordance with the authority of those same governing documents, (including the Declaration, Articles, By-Laws and Rules and Regulations).

The purpose of the Smith Farm Homeowners Association is to protect and enhance property values, and ensure that the common area amenities will be maintained in an attractive manner to be available for the enjoyment of all residents. Your inherent membership in the Association provides an ownership base to share in the costs and responsibilities of operating the facilities.

Each Village Association may have additional rules as well as requirements as it relates to Rules and Regulations and Architectural Guidelines, which will also need to be adhered to.

While these guidelines are primarily derived from the Master Documents, they do not cover the entirety of those documents. Please be sure to carefully read the ARC guidelines in conjunction with your Documents. Past and present HOA boards have added and modified items deemed necessary in accordance with mandated obligations. All Rules or Policies (except those stated in the Documents) are subject to change, as the Master Board deems prudent and necessary. Residents will be notified of such changes in accordance with the Association's governing documents and applicable law.

Finally, these guidelines are not to be used to settle or create disputes between neighbors. The Board of Directors will not participate nor be party to neighbor disputes and strongly urges that neighbors work issues out in a civil manner.

## **Smith Farm Master Association** **General Rules and Regulations**

1. No trade, business, profession or other type of commercial activity may be conducted in any dwelling unit.
2. Residents shall dispose of all trash, garbage and other waste only by depositing the same into garbage or trash containers approved by the Board or ARC. Containers are not to be visible from streets.
3. Landscape trimmings too large for containers must be kept along the side of resident's home until the day before pick-up. Homeowner must clean up any debris remaining after pick-up.
4. Nothing is to be emptied into lakes including chlorinated pool water.
5. Speed limit is 35 mph along Smith Farm Blvd. Be advised that Palm Beach County Sheriffs are authorized to issue traffic citations including speeding tickets within Smith Farm.
6. Littering in common areas (including cigarette and cigar butts, pet droppings, etc.) is prohibited.
7. Residents are prohibited from destroying, damaging, removing, or altering the landscaping in the common area.
8. Skateboards, roller skates/inline skates, tricycles (big wheels bicycles, etc.), are not to be ridden on the pool decks, tennis courts, basketball courts, racquetball courts and the common area pool office area. Riders must obey all traffic regulations and should exercise extreme caution when riding in the community.
9. Unlicensed motorized scooters on roadways, sidewalks and other common area property are illegal and prohibited.
10. No loitering or trespassing on any common area.
11. No loitering in cars while on common property. Vehicles not parked for use of the common areas, or parked in common areas for overnight parking will be towed at the homeowner's expense. Management Office may grant permission for overnight parking in common areas.
12. Entranceways and driveways may not be used for storage. This would include, but not be limited to, bicycles, wheeled toys, trash containers, sports equipment, firewood, tools, appliances, etc.
13. Noise from home, portable, and car stereos, televisions, parties, etc. must be kept at a reasonable level twenty-four (24) hours a day. Quiet enjoyment of a homeowner's property is considered paramount and the Board will take action to curb nuisance or other unreasonable noise levels.
14. No trespassing on recreational property after posted hours. The Board shall post such notices or signs within the common area as may be required by law to enforce this provision.
15. Fitness Center is for the exclusive use of residents. Children under sixteen (16) years of age are not permitted in the Fitness Center.
16. Entry into common property facilities is permitted through the gate only. Any other entry method is prohibited.

### **Pool and Pool-Area Rules**

*This section covers the park and pool and associated areas (such as pavilion, fitness center, parking lot, park restrooms, etc.)*

1. Pets are not permitted in any of the park areas and/or playground areas.
2. Smoking is not permitted within the main facility or satellite pool area.
3. Bicycles must be parked in the bicycle racks.
4. Proper swimming attire must be worn.
5. Conduct by anyone which deprives any other person's use of the pool, or common area is not allowed.
6. Intoxication and/or intoxicated individuals in these areas are prohibited.
7. No glass objects are allowed in the pool area.
8. Radio / stereos are permitted provided that volume is kept at a low level, not causing a nuisance to others.
9. Any person having an apparent skin disease, sore, or inflamed eyes, a cold, any nasal or ear discharge, or any communicable disease, may not use the pool areas.
10. The lending of pool / gate cards is prohibited. Replacement cards are available from the park office at a charge of \$10 (subject to change with notice).
11. You must shower before entering the pool or spa.
12. An adult must accompany anyone under 16 years of age.
13. NO DIVING! Enter the pool feet first only.
14. No running, pushing or horseplay in the pool area.
15. Any person climbing the fence or otherwise using non-standard means of entry into any common areas will be immediately reported to security.
16. To prevent damage to the lounges, please place a towel on lounge before tanning.
17. Children who are not toilet trained MUST WEAR "Little Swimmer" style diapers or tight fitting rubber pants. Accidents in the pool cause the pool to be shut down for a minimum period of 24 hours causing inconvenience and expense for everyone.
18. Do not hang on lane ropes.
19. To use the spa, you must be 18 years of age.
20. Additional rules posted at the pool must be followed.

### **Fitness Center Rules**

1. The fitness center is for use by residents and their houseguest ONLY.
2. Children under sixteen (16) years of age are not permitted in the Fitness Center.
3. Equipment must be wiped down after each use. A spray bottle of cleaner and towels are provided.
4. Please reset any electronic equipment after use (treadmills, cross trainers, or bicycles).
5. There is a thirty-minute (30) time limit on all aerobic equipment when others are waiting. Please be courteous.
6. Proper workout attire must be worn. No swimsuits or sandals; Athletic shoes only.
7. No food or beverage other than water is permitted.

***Please consult a doctor before initiating any exercise program.***

### **Vehicle and Parking Rules**

*This section addresses vehicles and parking restrictions with regard to both community and homeowner property. The community and its residents all benefit if we agree to maintain and park our vehicles in appropriate manners.*

1. No vehicles shall be repaired within the Community except on an emergency basis.

2. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence on the properties for either temporary or permanent purposes.
3. No commercial truck, commercial van, bus, mobile home, motor home, camper, trailer, recreational vehicle, or similar vehicles may be parked overnight in Smith Farm at any time unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, those (1) not designed primarily for routine transportation of people, rather than equipment or goods, or (2) bearing any advertising, logo, or other signs or having print of some reference to any commercial undertaking or enterprise. No boat, watercraft or boat trailer shall be stored in Smith Farm unless totally enclosed in a garage. Article 4.3 J (2) Permission to park vehicles overnight in Smith Farm Common Areas may be granted by the Management Office.
4. Storage of campers is allowed only in the homeowner's garage. Campers can only be stored in the garage with the garage door closed so that they are not at any time visible from the street.
5. Temporary Parking: Pursuant to Article 4.1 Section J of the Documents; no boats, watercraft, boat trailer, campers, motor homes, recreational vehicles, commercial vehicles shall be allowed to be parked in any parking space or on the property whether on the owner's lot or the common properties, for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of improvements of items therein.
6. No boat, watercraft or boat trailer shall be stored in Smith Farm
7. Boats and/or trailers may not be parked in the street for any reason. For the purpose of loading and unloading Boats and /or trailers may be parked in the homeowner's driveway, for no more four (4) hours, and are not allowed to block any portion of the sidewalk. All recreational vehicles and boats must be parked and maintained off the Association premises. Recreational vehicles and boats shall not be parked in any common area or common area parking.
8. Soliciting cars (or other vehicles, boats, RVs, etc.) in common parking and/or other common areas is prohibited. Soliciting signs for "sale" of cars (or other vehicles, boats, RVs, etc.) are prohibited in Smith Farm.
9. Use of Gasoline engine-powered boats of any kind is prohibited in community lakes.
10. Parking on the grass (including in the area of grass between the road and sidewalk) is prohibited.
11. Vehicles of homeowners or their guests may not be parked on the street. The Management Office may grant permission to park in Smith Farm Common Areas.

### **Renting and Leasing Rules**

*The community allows homeowners to rent their homes. The intent of the community's By-Laws and these rules is to insure that rented homes do not detract from the community or impact its residents.*

1. Each homeowner shall have the right to lease his/her entire home. However, lots shall not be leased without the written approval of the SFHOA. Owners may not lease their homes for a period less than two hundred forty three (243) days, approximately 6 months. No home shall be leased for transient or hotel purposes. Individual rooms shall not be rented. A home will be considered rented if the Owner, without regard to the Owner receiving any compensation for use of the home, does not occupy it.
2. All Owners intending to lease or having leased their homes shall promptly notify the property manager of the Master Association, in writing, of the names of all tenants and

members of tenant's family occupying the home, as well as the tenant's home phone number(s), vehicle(s) description, and license plate number(s), within ten (10) days prior to the date set for first occupancy by the lessee of the home, and shall provide the property manager of the Association a complete copy of the lease. Appropriate form may be picked up at the Office.

3. All leases shall be subject in all respects to provisions of the By-Laws, and all Rules and Regulations adopted by the Board of Directors.
4. All leases must be in writing, and must include a clause that provides that any failure by Tenant to comply with the By-Laws and Association Rules and Regulations, shall be a default under the lease pursuant to (Article 13.01) All Leases shall provide that the SFHOA shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the By-Laws, this document, the Master Covenants or any of the homeowner's Village's governing documents. Leases can be rendered void and lessees removed from the community for failure to comply with the By-Laws and Association Rules and Regulations. Homeowners who rent their homes and do not include the clause referred to shall be subject to a fine and ongoing fines until such time as the lease has been corrected. .
5. Owners have the responsibility to inform their tenants and guests of the By-Laws, and the Association's Rules and Regulations, and to ensure their compliance with the governing documents. For the purpose of these guidelines, a Tenant shall be defined as anyone in possession of an Owner's home in exchange for any sort of consideration, or at the sufferance of the homeowner.
6. Subleases of lots are prohibited. Lots cannot be leased more than once in any six (6) month period. Article 13.01.

### **Pet Rules**

*Only pets belonging to Owners (or those occupying lots through the authority of Owners) will be allowed within the Community, subject to the following further restrictions:*

1. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers as determined by the Master Association in its sole discretion. All animals shall be contained in the Dwelling Unit and shall not be permitted to roam free, or to otherwise disturb the peace of other owners.
2. Swine, goats, horses, cattle, sheep, chickens, and the like are hereby specifically prohibited. Obnoxious animals, pit bulls, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile, shall be determined by the Master Association in its sole discretion.
3. No animal breeding or sales as a business shall be permitted.
4. No pet shall be permitted outside a Dwelling Unit except on a leash or in an enclosed rear yard.
5. No pets shall be allowed to constitute a nuisance.
6. Local County and/or municipal animal ordinances will be strictly enforced (i.e.: licensing, vaccines, leash laws, etc.)
7. Each Owner shall promptly remove and properly dispose of any solid waste matter deposited by his pet.

### **Signage**

1. Only signs advertising real estate for sale, lease, or rent may be displayed from a home. Such signs must be displayed within a home from the window or front yard and not upon

any portion of the common area. Such signs must be professionally lettered, and not exceed 8" x 12". Only one such sign may be displayed. No other signs, posters, billboards, advertising devices, or other displays may be displayed from or on the properties. All signs must be in compliance with the Master Association documents.

2. No sign may be affixed to the exterior walls of a home.
3. Signs are not permitted on any of the Master Common Areas or Village Common Properties. Temporary signs, such as 'open house' or 'garage sale' are permitted Saturday but must be removed by 6:00 pm Sunday.

### **Maintenance and Repair Obligations**

1. Homeowners must maintain all exterior surfaces and roofs, fascias and soffits of the structures, including the house, driveway and sidewalk surfaces in a neat, orderly and attractive manner. The minimum (though not sole) standard shall be consistent with the general appearance of the Property as initially constructed, taking into account, normal weathering and fading of exterior finishes, but not to the point of unsightliness.
2. Homeowners shall clean, repaint or re-stain, as appropriate, the exterior portions of the house, (including exterior surfaces of garage doors) with the same colors as originally painted or an
3. Alternate approved by Village ARC and the Smith Farm ARC.
4. Homeowners must keep lawns neatly edged and all landscaping shall be maintained in good, neat and living condition. No weeds, underbrush, dead or dying trees, or other unsightly growth (as determined by the Board) will be permitted to remain on any property, and no trash, junk, or other unsightly objects shall be allowed to be placed or remain except for trash placed for normal trash pickup the following day.
5. Painting and Pressure Washing: Homeowners must maintain the exterior of the house so that it is all times aesthetically pleasing.
6. Individual homeowners are responsible for repainting exterior of home. Color must be submitted to ARC for approval if proposed color is different from original color
7. It is the responsibility of the homeowner to protect surrounding area/items from paint over spray and /or splatter.
8. Any damage expense to surrounding area/items resulting from over spray and/or splatter is the sole responsibly of the homeowner.
9. No pressure washing may be preformed prior to 8:30 A.M.
10. Driveway/Walkway Coatings: Colors to be submitted with the application for ARC approval.
11. Four (4) foot wide sidewalk area may not be altered from its original finish.
12. Tinting of Windows: must be bronze or gray tint.
13. Reflective "mirror" finish is not permitted.
14. All mailboxes: within an individual Village shall be of the same design and color and approved By SFARC and the U.S. Postal Service.
15. Storage Sheds: Approved on an individual basis.
16. Air Conditioning Units: Window and wall air conditioning units are subject to SFARC approval on an individual basis.
17. Window and wall units shall not be visible from the street or adjacent lots.

### **Miscellaneous Items**

1. Basketball Hoops: Backboards may not be attached to the home or any other permanent structure.

2. Mobile basketball hoops are permitted but must be kept half way down the driveway and out of street when not in use.
3. **Permanent Basketball hoops must be installed in a sleeve in which the pole and basket can be removed. The structure must be placed at the half way point in the homeowner's driveway, which is measured at the inside of the sidewalk where the grass begins on your property. The driveway apron and sidewalk are not to be included in the overall measurement of your driveway.**
4. Backboards cannot be illuminated.
5. Backboards may be mounted on a black or dark colored metal pole with a **manufactured** backboard if/when SF-ARC approval is granted.
6. Basketball hoops may not be installed in utility or other easements.
7. Any damage to adjacent property as a result of play is the responsibility of the homeowner.
8. Lawn ornaments and statues are subject to SF-ARC approval on an individual basis with respect to location, materials, size, quantity, lighting and landscaping.
9. Flags and Flagpoles: Flagpoles may not be installed in utility or other easements.
10. Materials, size, lighting, location and heights shall be subject to SF-ARC approval and must be in compliance with any county ordinance.
11. Clotheslines: Laundry may be aired or dried from clotheslines as long as the clothesline is screened from the view of all persons except those within the Dwelling Unit at which the clothesline is located.
12. Holiday lighting and ornaments: may be erected, during the Holiday season, not to exceed four (4) weeks prior to a Holiday.
13. Lighting and ornaments must be removed not later than four (4) weeks after a holiday has passed.
14. Lighting and ornaments shall not create a nuisance to the community.
15. Exterior Permanent Lighting: Coach lights are permitted as approved by SF-ARC.
16. Security lights are permitted as approved by SF-ARC.
17. Security lights need to be mounted in a location and pointed in a direction that does not cause a nuisance to adjacent homeowners. Timer and/or motion sensor may operate security lights. However, homeowner is responsible for turning off the lights when not in use and during normal "sleeping" hours.

## **Smith Farm Master Association Architectural Control Guidelines**

**Authority:** SF-ARC has the powers granted to it by the Declaration of Covenants, Restrictions and Easements of Smith Farm (CRE). It can:

1. Grant approval or veto plans for all architectural, and landscaping of individual homes in Smith Farm.
2. Impose standards that are more stringent than those required by applicable governmental codes.
3. Require submission of plans and specifications for any removal, alteration, addition, or improvement to structures or landscaping.
4. Refuse to approve plans and specifications for aesthetic or any other reason, provided approval is not unreasonably withheld.
5. Enter and inspect any residential property for the purpose of determining violations of terms of the approval.
6. Present issues for enforcement of provisions of the (CRE) to the Board of Directors.
7. Make recommendations to impose fees (fines) and charges to the Board of Directors.
8. All ARC Requests require a \$50.00 Inspection Deposit refundable upon completion and inspection of the project.

**ARC Membership:** The Board of Directors shall appoint members of the SF-ARC annually or as needed. The Committee shall consist of three (3) members. Members of the SF-ARC need not be officers or directors, but must be members of the Association. Committee members shall be knowledgeable in the areas of design and architectural guidelines. In an effort to maintain continuity in the area of design review and architectural control, members of the SF ARC shall hold office until such time as they shall resign or be removed by the Board.

**ARC Meetings:** Regularly scheduled meetings of the SF-ARC may be held monthly but in no circumstance should the Committee meet less than once per every three months. The Committee may call a Special Meeting when the situation warrants. A majority of the SF-ARC may take any action of the Committee. The majority of the SF-ARC may designate a representative to act for it. Homeowners must receive SF-ARC approval, as well as the prior approval of its Village association, to perform any type of modification, if applicable.

**ARC Disclaimers:** It shall be the responsibility of the Homeowner to secure any and all approvals, permits, or contracts with any governmental or regulatory agency. The Committee does not review, and shall assume no responsibility for the following:

1. The structural adequacy, capacity of safety features of the proposed improvement or structure.
2. Whether or not the location of the proposed improvement or structure(s) on the building site is free from any possible hazard, whether caused by conditions occurring either upon or off of the property.
3. Soil erosion, un-compactable or unstable soil condition.
4. Mechanical, electrical or any other technical design requirements for a proposed project.
5. Compliance with any and all building codes, safety requirements, government's laws, regulations, codes or ordinances.
6. Performance or quality of work of any contractor.

**Application for ARC Approval:** Homeowners shall submit an Architectural Review Form, two (2) sets of plans, and where appropriate, samples of colors and materials, for Site Plans, Site Features, Elevations, Landscape Design and Construction Review.

1. Exterior treatments review shall include a detailed description and appropriate samples of colors and materials. NOTE: material change in color requires two appropriate samples.
2. The SF-ARC may also require such additional information as may be reasonably necessary to evaluate the proposed action.
3. All items must be submitted through the Smith Farm Management Company at the Park Office. Not at the committee members homes.
4. Structural work (and other work requiring a license to perform) must be done by a licensed, bonded contractor.

**Review Schedule for ARC Approvals:** All requests must be turned into the Master Association Office to be logged, date-stamped and forwarded to the appropriate Village. The individual Village-ARC will approve, conditionally approve, or deny the final and complete plans and specifications and will forward a copy of approved or disapproved request to both the Homeowner and the Master Association within thirty-days (30) of receipt of all necessary information needed.

1. The SF-ARC will approve, conditionally approve, or deny the final and complete plans and specifications within thirty-days (30) of receipt of Village ARC approval and all necessary information and/or materials from the applicant.
2. Allow sixty-days (60) for the overall process, including review by both the Village-ARC and SF-ARC from the initial date of submission. This duration may increase if additional information is required to evaluate the proposed action. Please Note: An application will not be deemed to be "submitted" until such time as it includes all of the necessary paperwork. If the Sub-Association does not address the application timely and is therefore deemed approved, that approval shall not be binding on the Master Association.
3. If the SF-ARC fails to act within the overall sixty (60) day period as stated above, then the plan is deemed approved by the SF-ARC except where the plan violates the covenants, conditions or restrictions contained in the Documents or where it violates any zoning or building ordinances or regulations.
4. No building permit may be sought from any government authority, unless and until, proper SF-ARC approval has been received.
5. The applicant will be notified in writing of the decision of the Committee by receipt of a copy of the Architectural Review Form signed by the authorized representative of SF-ARC.

**Review Criteria:** When making its decision of approval or disapproval, the SF-ARC will consider the suitability of proposed improvements to properties, structures or landscaping, the materials to be used, the site location, the harmony with surrounding area(s) and the effect of adjacent neighboring property. The SF-ARC may disapprove any plan or specifications submitted for the following reasons:

1. Failure to comply with any of the protective Declaration of Covenants, Restrictions and Easements (CRE).
2. Failure to include information as requested.
3. Objection to the site plan, exterior design, appearance or materials, including but not limited to, color or color scheme, finish proportion, style or architecture, height, bulk, or appropriateness of any proposed alteration, improvement or addition.
4. Incompatibility of the proposed alteration, improvement or addition with existing structures and/or landscape.
5. Any other matter which in the judgment and discretion of the SF-ARC should render the proposed project inharmonious or incompatible with the general plan or overall appearance of Smith Farm.
6. If conflicts should occur between the SF-ARC requirements and Palm Beach County requirements, the more restrictive of the two shall take precedence.

**Appeal of ARC Decision(s):** In the event of disapproval or approval subject to seemingly unjust conditions, the applicant may request, in writing within fifteen (15) days after the date of decision letter, a formal meeting before the Smith Farm Homeowner Association Board of Directors and/or the applicable Village Homeowner Association Board of Directors. The Board will make its decision within forty-five (45) days of receiving the appeal request. The decision will be final.

**Conditions of Approval:** If a Homeowner fails to comply with the requirements or decisions of the SF-ARC they may be assessed a penalty fine of up to \$100 per day until it reaches the aggregate of \$1,000.

1. The Homeowner shall commence the improvement within a period of six (6) months from the date of written approval. If no activity has taken place within this time period, then the SF-ARC approval shall be considered null and void.
2. The Homeowner shall complete the improvement within a period of one hundred eighty (180) days from the date of commencement, provided no waiver has been granted.
3. The Master Board and SF-ARC and/or Village Board and ARC have the authority to enforce these procedures. The prevailing party shall be entitled to recovery of all costs, including attorney's fees and costs, associated with the enforcement of these procedures.
4. All changes must meet with the aesthetics and architectural standards of Smith Farm, so that the overall design and quality remain true.

**No Waiver of Approvals:** The approval of the SF-ARC of any proposals or plans and specifications or drawings for any improvements done or proposed, or in connection with any other matter requiring the approval and consent of the SF-ARC, shall NOT constitute a waiver of any right to withhold approval or consent as to any specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

**Summary of Criteria:** Below is a summary of the general criteria being used for the most frequently requested modifications to the exterior of the homes in Smith Farm. No structures or improvements

of any kind, including, but not limited to, any building, wall, fence, sign, landscaping, planting, swimming pool, tennis court, basketball structure, outdoor play equipment, screen enclosure, driveway, sidewalk, sewer, drain, water area, or outside lighting, shall be erected, placed, planted or maintained on any portion of the property without the consent of the SF-ARC.

1. This criterion includes modifications to existing structures/improvements.
2. All proposed exterior modifications must first be submitted to the Village-ARC. After Village approval, the Village will then submit to the SF-ARC for review.
3. Two (2) copies of the final lot survey showing the location of the proposed addition/change must also be submitted to the Village-ARC and SF-ARC along with your ARC Form.

**Waiver of Liability:** Pursuant to Article 10.7, Page 41, ORB 9460 Pg 1678 of the Smith Farm CRE, the liability of the Committee is as follows:

1. No member of the Committee (or the Board which appointed them or any representative designated by Committee) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder by submitting of same, agrees:
2. Not to seek any damages or make any claim arising out of approval of plans hereunder;
3. To indemnify and hold the Committee members (and/or Board which appointed them and any representative designated by the Committee) harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the approval of any plans regardless of the negligence of the committee members, their representative, or appointed entity.

### **ARC Enforcement**

1. These Guidelines promote the Safety and Beauty of the community and must be followed. If any resident or homeowner chooses not to follow the By-Laws and/or violates guidelines they will be in violation. Violators will be processed as outlined herein.
2. Violations of rules are taken seriously and processing must follow our By-Laws and State Law. In accordance with these laws, the Board of Directors will appoint an Appeals Board/Tribunal. To promote integrity and objectivity the Appeals Board/Tribunal may not have any members who are related to members of the Board of Directors.
3. In the event that two or more Homeowners, the Property Management, or a member of the Board of Directors files a Violation Report, the Board of Directors or its duly appointed Committees shall act as follows:
  - a. Send violation notice to the Homeowner stating the alleged violation and the date by which the homeowner must alleviate the violation. Notwithstanding the previous statement, the Association may dispense with sending a violation notice where the violations are:
    - i. For a health or safety issue such as, but not limited to, fire hazards, chemical spills, loose dogs or noxious fumes emanating from the homeowner's home or garage, etc.
    - ii. For repeat violations of the same nature.
4. If, after a violation notice is mailed to the homeowner, the violation is not corrected within the stated time, or it the violation persists, a second notice will be sent to the Homeowner,

imposing a monetary fine of \$25. Owner will have fifteen (15) days to respond to this notice, appeal the fine, and request a hearing of the Appeal Board as outlined by State Law.

5. If, after a notice of fine has been received, a Homeowner requests a hearing, the Appeal Board/Tribunal shall serve a notice of hearing to all parties, and a hearing that affords the Owner a reasonable opportunity to be heard shall be held before the Appeal Board in executive session. If the Homeowner does not request a hearing, or file a written statement with the Appeal board within this time period, the Appeal Board may proceed upon the alleged violation without a hearing, and the Homeowner waives his/her opportunity to be heard.
6. If, after the Appeal Board evaluates the evidence presented, the Appeal Board determines that the Homeowner is in violation of the Association's governing documents, the Board of Directors may; (a) pursue appropriate legal remedies against the Owner; (b) enforce the previously-imposed fine; (c) correct (or cause to be corrected) the violation and assess the Homeowner for reimbursement of costs; (d) suspend the use of Common Areas or, (e) a combination thereof.
7. After these actions have been taken, if the Homeowner's violation continues, or is not alleviated, the Board may take further actions. Each day that a violation continues is considered a separate violation. After a fine for a specific violation has been levied once, the next fine, and each fine thereafter, will be \$50.

### **Pools, Spas, Waterfalls and Decorative Water Fountains**

1. A deposit application and \$500 refundable deposit will be required along with an ARC form for swimming pools and major structural alterations/additions.
2. Homeowner assumes all responsibility for any damage to common areas of the both the Master and Village Associations. All damage must be restored and/or repaired, at the Homeowner's expense, to original condition within thirty-days (30) of damage, or \$500 deposit will be forfeited. If damage exceeds \$500, Homeowner will be also held responsible for additional amount.
3. Pools may not be constructed in drainage or other easements.
4. All pools shall be of concrete or gunite construction and shall be below grade.
5. Spas, waterfalls and decorative water features may be two (2) feet above pool or grade or higher if additional landscaping screening meets SF-ARC approval.
6. Spas, waterfalls and decorative water features may be fiberglass construction provided that only the uppermost lip if visible.
7. Fountains and/or birdbaths may be constructed with a maximum diameter of no more than four (4) feet.
8. Fountains may be constructed to a maximum height of no more than six (6) feet for multi-story homes and four (4) feet for single story homes.
9. All items listed above should not be constructed in drainage or other easements.
10. An irrigation main line and/or secondary lines may be located in the area of your proposed improvement. If required, relocation of such sprinkler system piping shall be at your expense and must be performed prior to the start of construction/installation.
11. Drainage easement(s) exit at the side(s) and/or rear of your lot. Your proposed addition/improvement must not alter the existing grade levels of the lot. The grading levels are essential for proper drainage of your and your neighbors' lots.

12. No modifications may be made to the landscaping and grading levels of the twenty (20) feet of lake access easement at the rear of all lake lots.
13. The location of these items on the lot shall be a condition that is also subject to SF-ARC approval.
14. All pools must have either a screen enclosure around the pool or a fence around the yard. Should your fence or screen enclosure be damaged for any reason, temporary fencing must be installed immediately. All temporary fencing must be replaced by a permanent screen enclosure or fence within a reasonable amount of time. A reasonable amount of time to be determined by the Smith Farm Master Association. If for any reason your grand fathered pool protection device is damaged or destroyed by 25% or, more you must comply with the Smith Farm ARC guidelines regarding fence or screen enclosures as a replacement. Should you not comply the Master Association will install adequate fencing at the resident's expense.

(baby fencing or security net covers are not acceptable)

### **New Patios and Patio Extensions**

1. A deposit application and \$500 refundable deposit will be required along with an ARC form for Patios and major structural alterations/additions.
2. Patios may be constructed of concrete or pavers. Wooden decks are not allowed.
3. Maximum deck height shall be two (2) feet above pool deck or grade.
4. An irrigation main line and/or secondary lines may be located in the area of your proposed improvement. If required, relocation of such sprinkler system piping shall be at your expense and must be performed prior to the start of construction/installation.
5. Patios must not be constructed in drainage or other easements.
6. Drainage easement(s) exist at the side(s) and/or rear of your lot. Your proposed addition/improvement must not alter the existing grade levels of the lot. The grading levels are essential for proper drainage of your and your neighbors' lots.
7. No modifications may be made to the landscaping and grading levels of the twenty (20) feet of lake access easement at the rear of all lake lots.
8. Homeowner assumes all responsibility for any damage to common areas of both the Master and Village Associations. All damage must be repaired and common areas restored to their original condition at the Homeowner's expense within thirty-days (30) of damage.
9. Homeowner assumes all responsibility for any damage to surrounding properties. Damage must be repaired and areas restored to their original condition at the Homeowners expense within thirty days of completion of the patio/patio extension.
10. Covered patio extensions shall be constructed with materials (stucco, roof tile, etc.), and architectural design that is consistent with original design intent of the home.

### **Screen Enclosures and Screen Doors**

1. Screen enclosures and screen doors will be reviewed on an individual basis depending on size, color, and location.

2. Screen enclosure framing members must be shown on all affected exterior building elevations.
3. Aluminum finishes to be ESP or anodized white or bronze in color.
4. Screening material to be constructed with fiberglass and shall be charcoal in color.
5. Enclosure must be screened on top and all sides.
6. Metal (aluminum, etc.) is not permitted as shading on top or sides of screen enclosure. (See Awnings)

### **Fence Requirements**

**General Fence Requirements:** Fences may be wooded, chain link, aluminum picket or PVC. (Village requirements may be more restrictive.)

1. Fences between homes must be installed straight across the home next door (NO "jog" or angle permitted).
2. Fence may not extend beyond property line or be attached to adjacent home.
3. Fences shall be installed no more than six (6) feet in height, as measured from grade, except chain link, which shall be no more than five (5) feet in height.
4. Drainage easement(s) exist at the side(s) and/or rear of your lot. The fence must not alter the existing grade levels of the lot. The grading levels are essential for proper drainage of your and your neighbors' lots.
5. Fence at the side of the home may not be placed forward of the front elevation of the home.
6. Homeowners with lake lots are responsible to continue to maintain and irrigate the landscaped area between the fence and the lake at the rear of the lot. Fences installed on lake lots may require a gate at the rear of the fence to provide access to this area.
7. Homeowners with lake lots are permitted aluminum fences ONLY, with standard white or bronze straight rail and pickets.
8. Homeowners with lake lots are not permitted to obstruct the lake view of any surrounding homes which determination shall be at the discretion of the SF-ARC.
9. Homeowners with berm lots must continue to maintain and irrigate the landscape area between the fence and the top of the berm at the rear of the lot. Fences installed on berm lots may require a gate at the rear of the fence to provide access to this area.
10. Homeowners with corner lots are required to have a hedge (minimum 23" on-center and 12" in height at planting) installed on the exterior side of the fence.
11. An irrigation main line and/or secondary lines may be located in the area of your proposed improvement. The proposed fence addition may interfere with the sprinkler head spray pattern. If required, line and/or head relocation or additional sprinkler heads shall be at your expense and must be performed prior to the start of fence construction.
12. Fences may not extend into any common areas and/or lake easements.

**Fence Maintenance:** Homeowner is responsible for all maintenance of their fence and/or required hedges located on the homeowner's property.

1. Homeowner must maintain fence such that it is aesthetically pleasing, including maintenance of the exterior color.
2. Fences require periodic treatment to remove mold and mildew.
3. Fences must be kept in proper working order. This includes repair or replacement of leaning, missing boards, dry rot, or holes underneath the fence.
4. Any hedges abutting a sidewalk must be maintained to keep the outside perimeter of the hedge at least eighteen (18) inches from the sidewalk.

5. Homeowner is responsible for maintaining any and all landscaping outside the fence on their lot. This includes irrigation. SF-ARC may require the homeowner to install additional irrigation in problem areas.

**Existing Fences:** Any fence that was approved by the Developer ARC prior to the adoption of this policy may remain as constructed.

1. Any fence that is rebuilt must conform to this policy.
2. A fence is considered rebuilt when 25% or more of the fence has been replaced over time due to age.
3. If a fence is damaged, such as in a storm, and the damage is less than 50% of the fence, then it can be repaired without regard to the 25% replacement limit.
4. If, however, greater than 50% of a fence has been destroyed, the fence is considered destroyed and approval under the current fence policy must be obtained prior to replacement.
5. Any existing fence that was erected without ARC or Board approval must conform to this policy.
6. A homeowner shall have thirty-days (30) to submit an application after receiving a violation notice.

**Wood Fences** must be constructed so that the supports are not installed on the exterior of the fence.

1. Fence must be painted to match the color of the body of the home or white within sixty (60) days of installation
2. Homeowner is required to maintain both interior and exterior of fence, including but not limited to routine maintenance, removal of mildew, repair of broken and/or rotten wood, and re-painting as necessary.
3. Wood fences are not permitted on lake lots.

**Chain Link Fences** must be constructed so that the supports are not installed on the exterior of the fence.

1. Color shall be black or dark green.
2. Homeowner must install a living hedge of Coco plum or other approved variety on exterior side of fence at front yard (and all other areas visible from the street.) Visit the Palm Beach County website to view acceptable materials: [www.floridaplants.com](http://www.floridaplants.com).
3. All fences on corner lots must have an approved hedge installed on the exterior side of the fence.
4. Homeowner must install a living hedge of Coco plum or other approved variety on interior side of fence at areas between homes (not visible from street). Visit the Palm Beach County website to view acceptable materials: [www.floridaplants.com](http://www.floridaplants.com).
5. ARC approved hedge shall be a Minimum of 24" on-center and 12" in height at planting.
6. Due to their invasive root systems, ficus is not permitted. (See Landscaping).
7. Chain link fences are not permitted on lake lots.

**Aluminum Picket Fences:** Aluminum finishes to be ESP or anodized white or bronze in color.

**PVC Fences** must be constructed so that the supports are not installed on the exterior of the fence. Color shall be white and identical on both sides.

## Landscaping Requirements

**General Landscaping Requirements:** All landscaping in Smith Farm is subject to the approval of the SF-ARC.

1. If conflicts should occur between the SF-ARC requirements and Palm Beach County requirements, the more restrictive of the two shall take precedence.
2. No sod, topsoil, muck, trees or shrubbery shall be removed from any portion of the residential property without written consent of the Village ARC and the Smith Farm ARC.
3. Maximum height for any landscaping borders/walls is ten (10) inches above the original surveyed ground level. Exceptions for built-up planter walls will be reviewed on an individual basis depending on size, color, location and overall aesthetics and architectural standards of Smith Farm.
4. The planting of shrubs, plants or additional trees is not permitted in the front (or side if corner lot) four and one half (4.5) foot drainage easements of property. This is the area between the sidewalk and the street.
5. All homes must retain the code minimum of three (3) palm trees in the front yard.

**Individual Lots** must meet the original minimum landscape requirements as provided by the Developer/Builder.

1. Plants shall be placed so as not to unreasonably restrict the lake view of any surrounding homes, which determination shall be at the discretion of the SF-ARC.
2. Screening above ground utilities, air conditioners, irrigation equipment, and pool equipment with approved shrubs is required.

**Trees and Shrubs** shall be located so that at full growth they do not extend onto or drop branches, leaves or fruit on adjacent property.

1. The planting of shrubs, plants or additional trees is not permitted in the front (or side if corner lot) four and one half (4.5) foot drainage easements of property.
2. If a tree that was planted in the easement under County code by the builder needs to be replaced it must be replaced with a tree of the same variety as the original
3. Fruit trees must be located so that they are not visible from the street.
4. Front (and/or side if corner lot) yard planting of fruit trees is not permissible.
5. Hedges/shrubs surrounding utility boxes in the front utility easements, if not violating any County codes are required on all sides permitted by the utility company. A minimum twenty-four-inch (24) root barrier must be installed between the hedge and the sidewalk.
6. Installation of hedge shall be subject to the requirements of all utilities within the twelve (12) foot Utility Easement.
7. Trees may not be planted in the twenty (20) foot Lake Maintenance Easement behind lot.
8. Maximum height of hedge material at all other locations shall not exceed six (6) feet.

**Landscape Maintenance:** All landscaping shall receive routine maintenance (water, fertilizer, weeding, trimming, mowing, pest control, etc.) to ensure that the plant material will remain healthy and growing.

1. Removal of front yard landscaping is prohibited without plans for proposed replacement. Replacement must be made within 30 days after removal. Removal and replacement proposals must first be approved by the SF-ARC.

2. If any landscaping material is damaged by weather, drought, accident or other means, the Homeowner will have sixty (60) days from the date of damage and/or thirty (30) days from date of notification to replace the plants, shrubs and/or trees, whichever is sooner.
3. It is the responsibility of Homeowner to control invasion of existing ficus hedge root systems onto adjacent property. Homeowner is hereby reminded of their liabilities associated with this species.
4. If damage occurs to existing ficus hedge, it must be replaced with an alternate approved material.
5. Replacement materials will need to meet or exceed original specifications.
6. All portions of a hedge forward of the line of the garage must be maintained at a maximum height of thirty-six (36) inches.
7. Hedges/shrubs surrounding utility boxes must be kept trimmed at a maximum height of no more than six (6) inches above the utility box.

**Prohibited Species:** The following plants are prohibited:

- (a) *Bischofia Javanica* (Bischofia)
- (b) *Acacia Auriculeaformis* (Ear Leaf Acacia)
- (c) *Araucaria Heterophylla* (Norfolk Island Palm)
- (d) *Casuarina spp.* (Australian Pine)
- (e) *Melaleuca Quinquenervia* (Melaleuca)
- (f) *Schinus Terebinthefolius* (Florida Holly)
- (g) *Bucida Buceras* (Black Olive)

1. The planting of new Ficus trees or shrubs is prohibited in Smith Farm. Please visit the State of Florida and Palm Beach County websites for a current list of species prohibited by Florida Law.
2. Existing Ficus hedges are the responsibility of the Homeowner.
3. Homeowners are hereby reminded of the liabilities associated with this Species, and are required to control the invasion of the root system onto any adjacent property.
4. If an existing Ficus plant is damaged, it must be replaced with an alternate approved material.
5. If you are new to the area, you are encouraged to familiarize you and yourself family with the poisonous plant varieties (oleander, jasmine, etc.) common in South Florida. Visit the Botany section of [www.floridaplants.com](http://www.floridaplants.com) for more information.

### **Arbors and Trelliswork**

1. Trelliswork that is permitted should be intended as an integral part of the architecture and cannot appear as an “add-on”.
2. Arbors must be secured to the ground with recommended hardware to reduce risk of flight during storms.
3. All design materials; finishes and hardware should be consistent with the main structure and are subject to approval of SF-ARC.
4. The Homeowner is responsible for maintenance of arbors and trelliswork including repair, removal of mold and mildew, trimming of vines/shrubs and periodic painting as necessary.

### **Gutters and Downspouts**

1. Acceptable materials are anodized aluminum or galvanized steel.
2. Gutters must match the color of the trim (fascia board); downspouts must match the building body color. The paint must be pre-finished, factory applied.
3. Downspouts should drain onto splash blocks to reduce erosion.
4. Downspouts should drain in a manner that does not cause rainwater to enter adjacent property.
5. The homeowner is responsible for maintenance of gutters and downspouts including repair, removal of mold and mildew and periodic painting as necessary.
6. Homeowner is reminded that gutters and downspouts provide areas for pests to reside and are responsible for the treatment, removal, etc. that may be necessary as a result of installing gutters and downspouts on your home.

### **Storm Shutters and Awnings**

**General Guidelines:** No building or residence may be closed or “boarded up” by any means (shutters, awnings, etc.) for extended periods of time so as to create a “vacant” appearance. Storage of temporary storm shutters on the exterior of any structure is prohibited.

**Permanent Storm Shutters** permitted are accordion type or roll-down type consisting of roll box and slats.

1. Accordion color must match the body of the house (or other color SF-ARC approved color if house color is not available).
2. Rollup type colored to match the body paint of the house (or other SF-ARC approved color) positioned immediately above the window or door.
3. Accordion or roll-down shutters may only be used for storm protection NOT for security or “close-up” while away.
4. Shutters may be closed ONLY after the issuance of a “Storm Watch” by the National Weather Service and must be opened within two (2) days after the National Weather Service has lifted the “Storm Warning”.

**Temporary Storm Shutters** (corrugated steel panels) shall **NOT** be stored on the exterior of the home.

1. All permanent tracks or fixtures shall match the color of the body of the home (or approved other color).
2. Shutters may be installed ONLY after the issuance of a “Storm Watch” by the National Weather Service and must be removed five (5) days after the National Weather Service has lifted the “Storm Warning”.

**Absentee Owners:** Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by: (1) Removing all furniture, plants and other movable objects from his porch, terrace, patio, or elsewhere on his Lot, where appropriate; and (2) Designating a responsible firm or individual to care for his Lot should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board. Article 10 H. (1) (2). This does not relieve Homeowner from sole responsibility for storm preparations and/or damage to other property as a result of inadequate preparation.

## **Awnings**

1. Aluminum awnings are no longer permitted in Smith Farm. (See Screen Enclosures and Screen Doors).
2. Retractable canvas awnings may be installed at rear of the home. They must be in the retracted position when not in use.
3. All awnings will be reviewed on an individual basis.
4. All design materials; finishes and hardware should be consistent with the main structure and are subject to approval of SF-ARC.
5. Colors must match or be complimentary to the color of the house and are subject to SF-ARC approval.
6. Homeowner is responsible for the appearance and maintenance of the awning including repair, removal of mold and mildew and replacement of worn or damaged fabric.
7. Awnings may not be placed on the front elevation of the house.
8. Awnings may not be placed on the side elevation of homes that have visibility from the Village Street. (i.e., corner lots)

## **Solar Panels**

1. Solar panels will be reviewed on an individual basis depending on size, color, and location.
2. Solar panels may not be placed on front elevation of the home.
3. Solar panels may not be placed on the side elevation of homes that have visibility from the Village street (i.e.: corner lots).
4. All piping color must match exterior house and roof colors.

## **Satellite Dishes and Antennas**

**General Guidelines:** Placement of satellite dishes one (1) meter (approximately 39 inches) in diameter or less will be permitted at the rear of the house or half way back on the roof of the side of the house. Locating a satellite dish on the front or front side of the house is not permitted. (Satellite dishes are not permitted on the garage.)

**Ham Radio Antennas:** Amateur (Ham) radio operators are generally the first to establish communications during disasters. To support these public service contributions, licensed operators may be allowed to install antennas on a limited basis with the approval of the SF-ARC. Best efforts should be made to install such antennas to that they blend in with existing landscaping, screening, etc.

1. In order to operate their equipment, Amateur Radio operators must pass an exam and receive a license granted by the Federal Communications Commission (FCC).
2. Antennas will be reviewed on an individual basis depending on size, type and location.

## **Definitions**

**Accessory Structure** - Any man-made item or element including, but not limited to, sculptures, fountains, rock gardens, gazebos, raised planters, playground equipment, any items or elements of a similar nature.

**Applicant** - Homeowner or its authorized representative requesting review or action by the SF-ARC

**Architect** - An architect currently registered in the State of Florida.

**Building** - Any structure, either temporary or permanent, erected for the support, enclosure, shelter, protection or use for persons, animals or property of any kind. This definition shall include any tents, awnings, or other items situated on private property and serving in any way the function of a building.

**Building Height** - The vertical distance from the lowest finished first floor slab to the highest point of the roof excluding chimneys and or other roof appurtenances.

**Common Area (Master Association)** - Includes the real property owner, leased or held by the Smith Farm Homeowners Association, Inc. and intended to be devoted to the common use and enjoyment of the owners of Smith Farm.

**Common Area (Village)** - A portion of land within a village (subdivision) collectively controlled by and intended for use and enjoyment by its residents.

**Declarations of Covenants, Restrictions and Easements (CRE)** - Master Declaration of Covenants, Restrictions and Easements for Smith Farm as recorded in the Public Records of Palm Beach County, Florida as modified and amended and may amended from time to time.

**Decorative / Landscape Wall** - A wall, no more than four (4) feet in height, the purpose of which is to enhance the exterior design of a property.

**Easement** - Any strip of land platted for utilities, drainage, sanitation, access, landscape, maintenance, or other specified uses having limitations; the title to which shall remain in the name of the record Owner, and subject to the right of use designated in the reservation.

**Engineer** - A professional engineer currently registered in the State of Florida and trained in the field for which he has been employed.

**Homeowner** - Any person or legal entity holding record title to a lot located within Smith Farm.

**Improvements** – Improvements include, but are not limited to any construction or alteration performed on or about the land thus altering its original state or condition, any modifications to exterior surfaces, such as color changes by painting, removal or additions, changes in plant material, or replacement of dead or diseased material with a different material than originally installed, or any modifications to interior surfaces which alters the current square footage of the existing structure.

**Living Document** – a living document is a document that can be changed from time to time and is not fixed. As an example, The Declaration of Independence is not a living document. To make sure that you have the latest version of a living document obtain the document from the source as close as possible to its use date.

**Parking Area** - The total area devoted to parking and maneuver of vehicles, including stalls, aisles, and drive areas.

**Privacy Wall** - A wall no more than six (6) feet in height, the purpose of which is to provide privacy into a specific area of a residence or yard. The SF-ARC will have the sole discretion to determine the necessity for privacy and the length and location of the wall.

**R.O.W.** - Right of Way.

**Setback** - A line running a distance from and parallel to a property line, creating an area restricting construction of buildings or other structures.

**SF-ARC** - Smith Farm Architectural Review Committee.

**Village-ARC** - Individual Village Architectural Review Committees within Smith Farm (i.e.: Millwalk, Hampton Creek, Legacy, etc.)

**SFHOA** - Smith Farm Homeowners Association.

## Appendix A – Revision History

DATE	NOTES
August 16, 2004	Initial document creation.
May 29, 2008	Added Appendix A for revision tracking. Added living document notice. Added living document definition.

### **LIVING DOCUMENT NOTICE:**

This document is a living document and can be updated for clarity from time to time as further explanation may be required to make certain points clear and understandable to all Homeowners. The changing of this document for clarification purposes is not considered a fundamental change to the rules and thus specific notice does not need to be sent to the individual Homeowner. For clarity, changes to the rules and regulations, and guidelines that remove or add Homeowner rights require a vote at a Master Board of Directors meeting and proper notice to each Homeowner.