

**THE PRESERVE AT JUNO BEACH HOMEOWNERS
ASSOCIATION, INC.**

COMMUNITY RULES

INTRODUCTION

The Preserve at Juno Beach is a unique community – a hidden gem in the middle of everything and yet set apart. Backed by the peaceful and beautiful Juno Dunes Natural Area and within walking distance of the ocean, The Preserve at Juno Beach is minutes from some of the finest restaurants, shopping, entertainment, schools, cultural centers, golf courses, and other amenities. In addition to the location, the compatible aesthetics and proper upkeep of the homes within the community are the primary reasons people come to live in The Preserve at Juno Beach. For these reasons, it is important to maintain the look and feel of the community.

One of the purposes of The Preserve at Juno Beach Homeowners Association, Inc. (the “Association”) is to provide a structure to maintain the look and feel of the community in order to preserve the primary reasons people chose, and will continue to choose, to call The Preserve at Juno Beach home. The Association’s governing documents – consisting of (i) the Declaration of Covenants, Restrictions and Easements for The Preserve at Juno Beach, as amended from time to time (the “Declaration of Covenants”); (ii) the Association’s Articles of Incorporation; (iii) the Association’s Bylaws; and (iv) these Community Rules – help protect the infrastructure of The Preserve at Juno Beach, including the lots and the common areas. While owners desire to have their homes reflect their individual style and taste, owners also expect the Association to provide a structure which protects the elements that make The Preserve at Juno Beach an enjoyable place to live. For example, someone’s favorite color may be purple, but others may feel purple is an inappropriate color for a home. In providing paint color guidelines, the Association is able to allow owners to paint their homes a different color while maintaining the compatible aesthetics of the homes within the community. In an effort to strike this balance, the Association and its committees try to accommodate each owner’s choices in consideration of the overall aesthetics of the community and is why all changes to the exterior of a home, the landscaping, and to the lot must be approved by the Association before work begins.

In conjunction with the Declaration of Covenants, these Community Rules help owners with architectural and landscaping decisions and help to ensure that homes, lots, and the common area in the community are maintained to a level deserving of the investment owners have made in their homes. These Community Rules expand and replace those previously issued, so it is important that you read and understand them. Additionally, although these Community Rules highlight some of the important rules and regulations provided in the Declaration of Covenants, these Community Rules are not all inclusive and serve with the Declaration of Covenants and the other governing documents of the Association as a framework for ownership, residency, and conduct at The Preserve at Juno Beach.

If you have any questions, please contact the Association’s Property Manager, Harbor Property Management at 516-935-9366, or a member of the Board.

The Board of Directors,
The Preserve at Juno Beach Homeowners Association, Inc.

July 14, 2023

GENERAL RULES

1. **DEFINITIONS**. Unless otherwise specifically provided in these Community Rules, all initially capitalized terms shall have the same meaning as set out in the Declaration of Covenants, Restrictions and Easements for The Preserve at Juno Beach, recorded in the Official Records of Palm Beach County, Florida in Official Record Book 26797, Page 504, as amended from time to time (the "Declaration of Covenants").
2. **UNIT USE**. All Units shall be used for single-family residential purposes only. Units may not be used for business or commercial purposes, except a home office may be used for personal business which does not increase traffic to the Unit.
3. **SOLICITATION**. Solicitation by any person in or about the community for any business or commercial reason is prohibited.
4. **UNIT OCCUPANCY**. Occupancy of Units shall be by the Owners, the approved Tenants and Occupants, and guests thereof. No Owner may sell, lease, allow occupancy, or otherwise transfer the Owner's Unit without the advance written approval of the Board obtained in accordance with Article 12 of the Declaration of Covenants. All prospective Occupants are subject to a full and thorough background and financial check.
5. **UNIT LEASING**. No Owner may lease a Unit during the first twenty-four (24) months of obtaining title to the Unit. Thereafter, only the entire Unit may be leased for a period of not less than twelve (12) months. No room(s) within a Unit may be separately leased, and no Unit may be leased for overnight, hotel-like rental. Only one (1) lease is permitted in any twelve (12) month period. Subleasing is not permitted. Please refer to Article 12 of the Declaration of Covenants for all leasing restrictions and requirements.

ARCHITECTURAL STANDARDS AND GUIDELINES

1. **IMPROVEMENTS AND ALTERATIONS.** No Improvements or alterations to existing Improvements, including, without limitation, landscaping, painting, paving, and other changes to the exterior of the Unit, shall be made until the proposed plans and specifications have been approved by the ARC in accordance with Article 8 of the Declaration of Covenants.
2. **APPROVAL PROCESS.** An Owner who desires an Improvement or change to an existing Improvement of any exterior portion of the Owner's Unit must submit a complete and final plan to the ARC, which will review the plan. The ARC may accept or reject the plan or return the plan to the Owner for modification. If necessary, the ARC may require the services of a consultant architect or engineer to fully understand the requested changes. If the ARC requires the services of a consultant, those services must be paid by the Owner. Any plans submitted to the ARC for review will not be considered complete without full payment of consultant services, as may be required. As such, the ARC review period shall not begin, and the ARC will not render any decision until all expenses for consultants are paid by the Owner in full.
3. **SAMPLES REQUIRED.** Without limitation, the ARC may require the submission of samples of materials and colors. Owners who desire to change the color of any exterior portion of a Unit, including, without limitation, exterior walls, trim, window surrounds, gutters, downspouts, gates, fences, doors, garage doors, driveway pavers, or roof tiles, must submit to the ARC a true paint color sample of the desired new color and/or a physical sample of the paver or tile.
4. **PERMISSIBLE PAINT COLORS.** Colors permitted for the body of homes in the community must be in harmony with the colors currently in use in the community. Bold colors are prohibited. Colors must be pastel in hue and blend in with the homes already painted in the community. The color of any trim must be complementary to the color of the home and in keeping with the color palette of the community.
5. **FENCES.** Fences between Units and fences and gates at the rear or side of properties facing the Juno Dunes Natural Area or Wetland Conservation Areas must be open slat-type, powder coated dark brown aluminum as installed by the Declarant with a maximum height of four (4) feet.
6. **SCREEN ENCLOSURES.** Screen enclosures which are intended to cover pools or any surface within the lot are prohibited. Vertical screens that enclose covered lanais that do not protrude beyond the original footprint of the Unit may be permitted if approved by the ARC.
7. **SIGNS.** Except as otherwise set forth in Section 11.9 of the Declaration of Covenants, signs, flags, banners, advertisements, notices, and lettering of any type are not permitted for display on or about the Unit which is visible from outside the Unit.
8. **PLANTING IN REAR AND SIDE YARDS.** There is a five (5) foot wide Common Area drainage easement upon each lot along the entire rear property line, and some lots also have

a Common Area drainage easement (identified in the Plat) along a side property line. Plantings within Common Area drainage easement areas of a Unit are restricted as set forth in Section 10.1.1 of the Declaration of Covenants. If you would like to plant in a Common Area easement area, please contact the Association's Property Manager (currently, Harbor Property Management at 516-935-9366) to determine if the desired planting is permitted prior to submitting your request to the ARC. Plants in side yards must be planted and trimmed so they do not touch another home. Owners must plant and trim all plant material so it is at least six (6) inches from contact with any building and must also ensure enough space is available in side yards for emergency responders and equipment to access the side and rear of a Unit.

9. COMMUNITY-WIDE STANDARD. In accordance with section 720.3035, Florida Statutes, to the extent the Association has not adopted and published architectural standards and guidelines, the standards and guidelines to be used by the ARC in reviewing any plans and specifications submitted by an Owner shall be in accordance with the location, size, and appearance of structures or improvements as existing in the Property.
10. VARIANCES. Pursuant to Section 8.7 of the Declaration of Covenants, the ARC may recommend to the Board reasonable variances to the standards and guidelines contained herein or contained in the Declaration of Covenants. Owners must submit a request and explanation for a variance to the ARC for consideration. The Board's approval of a variance must be by a majority of the Directors.

MAINTENANCE GUIDELINES

1. DUTY TO MAINTAIN AND REPAIR. In accordance with Article 10 of the Declaration of Covenants, each Owner is obligated to maintain, repair, replace, reconstruct, and restore the following in good condition and repair at all times: (i) all roofs, walls, windows, doors, and other structural elements of their Unit; (ii) all fences and other Improvements within the yard of the Unit; and (iii) all landscaping within the Unit. Roofs and exterior walls must be free from mildew, mold, dirt, holes, cracks, and staining.
2. DRIVEWAYS. Each owner shall be responsible for the timely maintenance, repair, and replacement of the driveway serving their Unit. (See Section 10.2 of the Declaration of Covenants)
3. PAINTING. Each Owner shall be obligated to periodically paint and caulk the exterior paintable surfaces of their Unit. Peeling or faded paint, holes, or disrepair of the exterior of a home or other exterior structures, such as fences, must be repaired and repainted in a timely manner. (See Section 10.4 of the Declaration of Covenants)
4. LANDSCAPING. Each Owner shall maintain and replace all landscaping and other Improvements within the yard of the Owner's Unit in accordance with Section 10.1 of the Declaration of Covenants.
5. TRASH, RECYCLING, AND YARD WASTE. Trash, recycling, and yard waste are currently picked up on MONDAYS and THURSDAYS. There is no pickup on Thanksgiving Day, Christmas Day, and New Year's Day. In such event, trash will be picked up the following regular pick-up day. Trash and recycling must be stored within the Unit in an area which is not visible from the street, including, for example, the garage. All yard waste resulting from landscaping work performed by an Owner or the Owner's landscaping service contractor must be cleaned up before the end of the day on which the service is performed. Unless removed by the landscaping service contractor on the date of service, all yard waste must be stored on the Unit in an area which is not visible from the street, for example, behind the side gate. Trash, recycling, and yard waste may only be placed at the curb for pickup AFTER 6:00 PM the EVENING BEFORE pickup, that being SUNDAY AND WEDNESDAY EVENINGS. All trash must be put in SECURELY COVERED CONTAINERS. No dumping is allowed into the Juno Dunes Natural Area or Wetland Conservation Areas.
6. FAILURE TO MAINTAIN. If an Owner fails to maintain their Unit in good repair, as determined by the Board, the Association, after (10) days' written notice to the Owner, shall have the right, but not the obligation, to undertake the necessary maintenance, repair, or replacement at the Owner's expense, plus an administrative and overhead fee equal to the greater of thirty-five dollars (\$35) or twenty-five percent (25%) of the cost of repairs. (See Section 10.5 of the Declaration of Covenants)

CONTRACTOR AND WORKER REQUIREMENTS AND REGULATIONS

1. **PERMITTED HOURS OF CONTRACTOR ACTIVITY.** To minimize the disruption and inconvenience to other residents when an Owner makes changes to the interior or exterior of their home, contractor activity on a Unit is only permitted Monday thru Friday from 7:00 AM to 6:00 PM, and no contractor activity is permitted on Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Notwithstanding the foregoing, emergency work to plumbing, heating and cooling, or electrical systems or work required to make a Unit secure and habitable, such as emergency repair of hurricane or fire damage, may be performed at any time.
2. **STORAGE OF CONSTRUCTION EQUIPMENT AND SUPPLIES.** All construction material and equipment must be removed from the job site or stored within the Unit at the end of each workday. The storage of construction material or equipment outside the Unit is not permitted without the advance written approval of the Board.
3. **CONSTRUCTION DEBRIS.** All construction-related debris and trash must be removed from the job site at the end of each workday, and all roadways and sidewalks must be swept clean of sand, dirt, dust, and debris at the end of each workday.
4. **PERMITS.** All work performed within the community that requires a permit, or any type of governmental approval, must be secured prior to the start of any work. Without limitation, the Town of Juno Beach requires permits for land clearing and demolition of structures, including interior demolitions. If you are not sure if a permit is required, please contact the Town of Juno Beach at 561-626-1122. All permits must be properly posted and readable without having to enter upon the Owner's property.
5. **LICENSE AND INSURANCE.** All contractors and workers must be properly licensed and must have liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) and workers compensation insurance as required by law. Proof of such insurance must be provided to the ARC together with proposed plans for the ARC's review or otherwise to the Association prior to the commencement of work. Additionally, all contractors and workers must fulfill such bonding and additional insurance requirements as the Board may reasonably require and provide proof of same to the ARC together with proposed plans for the ARC's review or otherwise to the Association prior to the commencement of work.
6. **VARIANCES.** Requests for a temporary variance to the foregoing rules due to a temporary emergency or hardship in the construction process must be submitted to and approved in advance and in writing by the Board.

PARKING RESTRICTIONS

1. **UNIT PARKING**. All residents must park their vehicles within a garage or in the driveway, but not blocking the sidewalk. Residents are not permitted to park their vehicles on the street. No parking is permitted on any grass at any time.

2. **STREET PARKING**. Pursuant to Section 11.10 of the Declaration of Covenants, temporary street parking is permitted for a period not to exceed twenty-four (24) hours upon the prior written approval of the Board. The street parking regulations set forth in this rule shall constitute the Board's prior written approval for street parking in compliance with this rule. Contractors or other home care employees may park on the street during the day while working in a Unit. If possible, guests should park on the driveway of a Unit without blocking the sidewalk. However, when necessary, the guest of an Owner may park their private passenger automobile on the streets of the property for a period not to exceed twenty-four (24) hours. Please inform all guests and workers to avoid parking on the grass. The twenty-four (24) hour limitation is not extended due to exiting and reentering the Property or moving the vehicle within the Property during the twenty-four (24) hour period which begins when the vehicle first parks on the Property. Any deviation or extension of guest parking privileges beyond the twenty-four (24) hour limitation must receive the prior written approval of the Board. If a guest will be visiting for more than twenty-four (24) hours and must park on the street during such time, please contact the Association's Property Manager (currently, Harbor Property Management at 516-935-9366) for instructions. No parking is permitted on any grass at any time, and please remind visitors and contractors to not park on the grass at any time.

3. **TOWING**. Subject to applicable laws and ordinances, any vehicle parked in violation of the Declaration of Covenants or these Community Rules may be towed, booted, or immobilized in accordance with Section 11.10 of the Declaration of Covenants.

BOARDWALK AND GATE

1. **ACCESS**. A wooden boardwalk connects the east and west sides of The Preserve at Juno Beach and is for the sole use of its residents and their guests. A combination number lock controls the use of the gate which permits passage through the gate. The combination is changed from time to time. Please contact the Association's Property Manager (currently, Harbor Property Management at 516-935-9366) to obtain the current combination. The gate lock combination may not be shared with non-residents.
2. **USE**. Only foot traffic is permitted on the boardwalk. Motor vehicles of any type are not allowed on the boardwalk. Bicycles should be "walked" while crossing the boardwalk. Playing or climbing on, around, or near any portion of the boardwalk or gate is prohibited.