

**MARTINIQUE HOMEOWNERS ASSOCIATION, INC.**

c/o Harbor Management of South, Florida, Inc.  
641 University Blvd., Suite 205, Jupiter, FL 33458  
Office: 561-935-9366  
Email: [admin@harborfla.com](mailto:admin@harborfla.com)

**APPLICATION FOR LEASE OR PURCHASE**

A separate Application and \$250 Application and Administrative Fee must be submitted by each adult in the household. All required items must be submitted along with the checklist below and the application fee, or your Application will not be processed.

**CHECKLIST:**

**General Submission requirements**

- Fully executed Application form from each adult**
- A complete copy of your fully executed sales contract or lease agreement**
- Application and Administration fee of \$250 per adult**
- A Photo of each pet**
- A Photo of the Drivers License of each adult in the household**

**MARTINIQUE HOMEOWNERS ASSOCIATION, INC. - ACKNOWLEDGEMENT FORM**

Type (check one):                      Lease                      Purchase

Current Owner Name (print)	Unit Address
_____	_____

I have read and agree to abide by the Rules and Regulations (attached hereto), the Architectural Guidelines (attached hereto), the Declaration of Covenants, and all other governing documents of MARTINIQUE HOMEOWNERS ASSOCIATION, INC. Failure to comply with the terms and conditions thereof shall be a material default and breach of the agreement. Copies of all such documents are available to me by making a request to Harbor Management of South Florida at 561-935-9366 or by emailing: [admin@harborfla.com](mailto:admin@harborfla.com).

Lessee/Purchaser (print name): \_\_\_\_\_ Date: \_\_\_\_\_

Lessee/Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## ADDENDUM TO LEASE

(Required for all Lease Transactions)

The following statement is agreed to by the Owner and the Tenant.

In the event the owner becomes delinquent in payment of the HOA assessments during the lease term, the parties acknowledge that Martinique Homeowners Association, Inc. (the "Association") shall have the right to notify the tenant of such delinquency, and demand that all rent be paid to the Association, until the delinquency is paid in full.

Property Address: \_\_\_\_\_

**AGREED:**

**OWNER:**

**LESSEE:**

\_\_\_\_\_  
Owner Name (print)

\_\_\_\_\_  
Lessee Name (print)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Lessee Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MARTINIQUE HOMEOWNERS ASSOCIATION INC. APPLICATION FOR LEASE OR PURCHASE**

**A separate application and a \$250 Application and Administrative Fee must be submitted by each adult in the household. All required items must be submitted along with the attached checklist and application fee, or your Application will not be processed.**

<b>THIS APPLICATION IS FOR:</b>					LEASE	PURCHASE	(CHECK ONE)	APPLICATION NUMBER
If purchasing, will you be occupying the home personally?								DATE SUBMITTED
STREET ADDRESS OF THE UNIT APPLIED FOR								PRESENT OWNER
APPLICANT'S NAME	LAST	FIRST	M.I.	BIRTHDATE			DRIV. LIC. & STATE	
<b>NOTE: A PHOTO OF YOUR DRIVERS LICENSE MUST BE SUBMITTED WITH THE APPLICATION</b>								
EMAIL ADDRESS			HOME PHONE	CELL PHONE			WORK PHONE	
PRESENT ADDRESS				CITY, STATE, ZIP				
HOW LONG AT THIS ADDRESS			RENT/OWN	LANDLORD/MORTGAGE CO				
PREVIOUS ADDRESS			APT #	CITY, STATE, ZIP				
HOW LONG AT THIS ADDRESS			RENT/OWN	LANDLORD/MORTGAGE CO				
NAMES OF ALL PERSONS TO OCCUPY THE UNIT				RELATIONSHIP TO APPLICANT			DATE OF BIRTH	
PRESENT EMPLOYER				POSITION			NUMBER OF YEARS	
EMPLOYER ADDRESS			PHONE	CITY, STATE, ZIP				
VEHICLE 1			LICENSE PLATENO.	STATE			COLOR/YEAR	
VEHICLE 2			LICENSE PLATENO.	STATE			COLOR/YEAR	

DO YOU HAVE ANY COMMERCIAL OR RECREATIONAL VEHICLES, BOATS, CAMPERS, MOTORCYCLES, TRAILERS, VANS, PANEL VANS, OR ANY TRUCKS GREATER THAN 17 FEET IN LENGTH? <b>THESE VEHICLES ARE NOT ALLOWED TO BE PARKED ON ANY COMMON ELEMENTS AND MUST BE KEPT INSIDE YOUR GARAGE OVERNIGHT.</b>	YES	NO
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EMERGENCY CONTACT		RELATIONSHIP	ADDRESS		PHONE
NO OF PETS	PET 1 WEIGHT	BREED	AGE	GENDER	COLOR
	PET 2 WEIGHT	BREED	AGE	GENDER	COLOR

**NOTE: A PHOTO OF EACH PET MUST BE SUBMITTED WITH THE APPLICATION**

**INFORMATION FOR LEASES**

LEASE TERM (MAY NOT BE FOR LESS THAN ONE YEAR) FROM \_\_\_\_\_ to \_\_\_\_\_

OWNER'S ADDRESS AND TELEPHONE

**INFORMATION FOR SALES**

BUYER'S REALTOR	PHONE	SELLER'S REALTOR	PHONE
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EXPECTED CLOSING DATE	TOTAL CAPITAL CONTRIBUTION DUE FROM BUYER (Equal to two months Maintenance fee): ----->	\$ _____
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Will any additional adult(s) be living here other than the Applicant? If so, each such additional adult must complete a separate application.	YES          NO	LIST NAME(S)
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**SIGNATURE OF APPLICANT (REQUIRED ON ALL APPLICATIONS)**

SIGNATURE	DATE
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# MARTINIQUE ATABACOA

**Martinique Homeowners Association, Inc.**

## **Rules and Regulations**

**[www.mymartiniquehoa.com](http://www.mymartiniquehoa.com)**

***\*Please have anyone over the age of 18 who will be residing in the home, initial all 20 pages of the Rules and Regulations in the bottom right corner. This is required for submitting.***

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## Rules and Regulations

Martinique Homeowner's Association, Inc. (the "Association") is one of the most beautiful neighborhoods in Jupiter. Our well-maintained appearance provides a positive environment and facilitates improved property values. The Board of Directors (the "Board") has a fiduciary responsibility to all Members to maintain the appearance of our community. We would like to thank all Members who work diligently to maintain their property in good condition.

The Declaration of Covenants, Conditions, and Restrictions for Martinique, as amended from time to time (the "Declaration"), provide that the Board may adopt, amend, alter, or rescind additional reasonable rules and regulations governing the Lots, Units and Common Area.

Unless otherwise specifically provided in these Rules and Regulations, all initially capitalized terms shall have the same meaning as set out in the Declaration.

The Board wishes to foster a community of friendly neighbors who respect the rights of others. Compliance with certain rules and regulations is necessary to accomplish this in the close community in which we live. Owners, lessees, tenants, residents, guests, invitees, and licensees, will not be allowed to infringe on the rights of their neighbor or other Members of the Association, in accordance with the Homeowner Documents. It is the responsibility of the Board to enforce compliance with these rules and regulations in an equitable manner but not harass those that may occasionally slip.

**All rules and regulations and provisions of the Homeowner Documents shall apply to all Occupants (Owners, lessees, tenants, residents, guests, invitees, licensees, and any other person(s) who occupy a Unit) of the Association. Owners are responsible for the actions of their Unit Occupants. Each Owner shall be responsible for providing Occupants with a current copy of the Association Rules and Regulations, and shall be liable for any and all damages resulting from Occupant actions, or inactions.**

Violations of these rules and regulations should be reported to the Association's property manager, either by email or phone.

### **Most Commonly Observed Violations:**

- Garbage/Recycling bins/containers must be stored out of view, except when set out for collection during permitted times.
- Furniture/toys/grills/other miscellaneous items must be stored out of view when not actively being used.
- Address numbers illegible or do not match the approved style for community.
- Light fixture over garage unlit at night.
- Uncleanliness of exterior house (i.e. porch, balcony, roof, etc.) or other structure (i.e. fence, etc.).
- Dead or missing hedging along driveway.
- Mobile Basketball Hoop in unapproved location.
- ACC approval not obtained before making an exterior alteration to Unit and/or Lot.

## Homeowner Association Dues

The only source of operating income for the Homeowner's Association (the "Association") comes from the mandatory maintenance fees. It is the obligation of every Owner to pay these fees on time. Fees are due quarterly (4 times per year) by the first day of each quarter (**January 1; April 1; July 1; and October 1**). A late fee of \$25 is charged after the 15<sup>th</sup> day of the due date, as well as a 1.5% monthly interest charge from the due date. You may not receive a payment reminder, so Owners must take steps to ensure payments are delivered to the required party and address on time. Automatic payment service may be available to you. Please contact the Association's Property Manager to inquire and complete the required automatic debit payment form.

### **The following applies to late collection of Assessments:**

If any Owner fails to pay an Assessment within 15 days after the due date, the Association shall have the right to all the following remedies to the extent permitted by law, which remedies are cumulative and in addition to, all other remedies available to the Association. See the Declaration for more complete details.

- A. **Late Fee.** To charge an administrative fee not to exceed the greater of: (a) \$25, (b) 5% of the amount of each installment that is paid after the due date, or (c) such other greater amount as may be provided by Chapter 720, Florida Statutes, as amended from time to time.
- B. **Interest.** To charge interest at the highest rate permitted by law on such Assessment from the date it becomes due until the date it is paid.
- C. **Acceleration of Assessments,** in accordance with the Homeowner Documents.
- D. **Suspension.** The right of the Association, in addition to all other remedies available to it to suspend the rights of the Owner(s), tenants, residents, guests, invitees, and licensees to use the Common Area (except as may be required by law) and common facilities, when such Owners are more than ninety (90) days delinquent in payment of any monetary obligation due to the Association. Suspension of use rights also includes the right to suspend internet and cable services for the applicable Unit(s).
- E. **Attorneys' Fees and Costs.**
- F. **Action in Equity.** To record a claim of lien against the Lot/Unit and file an action in equity to foreclose its lien.
- G. **Action at Law.** To file an action at law to collect said Assessments, interest, late fees, and all costs of collection.



## I. Architectural Control - Building and Landscape Changes

The Architectural Control Committee (“ACC”) consists of three (3) or more persons appointed by the Board. In the event the ACC is not appointed, the Board shall act as the ACC. The ACC shall regulate the external appearance, use, and maintenance of the General Plan of Development and of improvements, in a manner as to comply with and meet the Community Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The provisions and requirements associated with architectural control are specified further in the Homeowners Documents and Architectural Guidelines of Martinique at Abacoa (“ACC Guidelines”). All Members of the Association must abide by the Homeowners Documents and ACC Guidelines, including but not limited to, obtaining ACC approval, prior to making any exterior alterations to a Unit or Lot. You are encouraged to seek out advice and answers from the Association property manager if there is any ambiguity about what is or is not an architectural change. **The following provides a brief summary of requirements applicable to architectural control under the Homeowner Documents and ACC Guidelines:**

**Approval by ACC.** No plantings or removal of plants, trees or shrubs and no construction (including without limitation, staking, clearing, excavation, grading, and other work), erection, installation, alteration, modification, or other change of and/or to improvements (including without limitation, pools, saunas, spas, jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, sheds, fences, satellite dishes, solar equipment, lighting, decorations (excluding those meeting the rules and timelines for Holiday Decorations), attachments, fixtures, landscaping, or change of exterior paint or stain color) shall occur on any Lot or Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan and plot plan showing the proposed nature, kind, shape, height, materials and location of such improvements shall have been approved in writing by the ACC. **Temporary Structures:** No tent, shack, hut, shed, or other temporary building or structure shall be erected on any Lot without the approval of the ACC. No tent, shack, hut, shed, or other temporary building or structure so erected shall be used as a residence, either temporarily or permanently.

**Application for Approval.** Any Owner desiring to make external alterations/improvements shall submit to the ACC one (1) copy of all plans and specifications prepared by an architect, landscape architect, engineer, or other person determined by the ACC to be qualified, showing the nature, dimensions, materials, and location of the same together with the security deposit, as required by the ACC. By submitting a request for review and approval of proposed plans and specifications, along with the required security deposit, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the ACC and the Association generally, from any loss, claim, damage, or liability connected with or arising out of the improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof). The ACC shall not review any application submitted for approval until all plans and specifications and all other information as may be required by the ACC has been properly submitted to the ACC. Under no circumstances will a verbal request be considered.

**Special Remedies for Noncompliance.** If any work is performed in violation of the architectural control requirements, the Association shall have, in addition to all other remedies, the right to demand that the Owner stop work and remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ACC, and the Association may pursue injunctive relief in addition to any other legal or equitable remedy available to the Association in order to accomplish such purposes. If the Owner does not comply with the Association’s demand within the time period specified by the Association, the Board, at its option, may either remove the noncomplying improvement or otherwise remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred in connection with the Board’s action, including attorneys’ fees, costs, and expenses (including appeals, if any) incurred by the

Association in any such enforcement action. If the Owner fails to promptly reimburse the Association such expenses, the Board shall levy a Specific Assessment against the Owner for reimbursement and collectible in the same fashion as any other Assessment as provided in the Homeowner Documents.

## II. Damage to Common Area

All Common Area within the Property is owned by the Association and may not be altered in any way by anyone except as approved by the ACC. Common area elements and facilities, including but not limited to, the irrigation system may not be modified, without approval by the ACC and oversight by Martinique's contracted irrigation vendor. The Association's irrigation equipment of any kind, may not be manually adjusted by anyone other than Martinique's contracted irrigation vendor. Any damage to the grounds, property, equipment and/or facilities of the Association caused by an Owner or Occupant shall be repaired or replaced at the Owner's expense.

## III. Garbage and Recycling Removal

- A. No rubbish, garbage, debris, or other waste material shall be deposited, kept, or permitted on any area of the Property, except in clean, sanitary, closed containers located in appropriate areas.
- B. Littering is prohibited anywhere on the Property.
- C. All garbage, refuse, and recycling materials from the Lots shall be deposited with care in the Owner's private trash can(s) and recycling bin(s), which shall be located in an area not visible from any Road, Common Area, or any other Lot or Unit, except at approved times for scheduled trash removal.
- D. **Garbage cans, trash containers, bulk trash, and recyclable materials bins shall not be placed out for collection earlier than 12:00 PM the day prior to scheduled pick-up and shall be removed and stored out of view by midnight the same day of collection.**
- E. The presence of garbage or recycling containers and/or trash of any kind in driveways, or areas visible from any Road, Common Area or any other Lot, outside the aforementioned timeframe, is a violation of the rules and regulations.
- F. If an Owner or lessee is scheduled to be out of town on a regularly scheduled collection day, designate a responsible person to ensure that garbage and recycling containers are placed in the appropriate location during the aforementioned timeframes.
- G. Garbage bins shall have lids which are closed at all times so that no trash escapes. Garbage, trash and recyclables shall be deposited in containers of size and weight required by Town of Jupiter (the "Town") and set out for pick up on the days prescribed by the Town.
- H. Bulk items such as major appliances and furniture, are to be set out in the manner and on day(s) prescribed by the Town of Jupiter.
- I. Vegetative waste not exceeding specific size and weight requirements shall be prepared and set out in the manner and on day(s) prescribed by the Town.
- J. All Units and Lots shall be kept in a clean and sanitary condition and no rubbish, refuse, debris, or garbage shall be allowed to accumulate.
- K. Toxic materials shall not be deposited by any person anywhere on the Property, nor in a manner which is inconsistent with local and federal law. Materials such as paints, pesticides, pool chemicals, anti-freeze, solvents, gasoline and engine oil cannot be disposed of with regular garbage collection and require a special disposal process (call the appropriate authority(ies) to ensure safe and proper disposal of hazardous wastes). The Board of Directors shall be empowered to levy a penalty/fine against the Owner of the home whose occupants have been observed illegally disposing of any toxic material or material that poses a safety risk.
- L. Should an Owner allow rubbish, refuse, debris, or garbage accumulate for a period of at least fifteen (15) days, the Association shall have the right to remove such rubbish, refuse, debris, or garbage from the Unit

and/or Lot deemed by the Association to be a health menace, fire hazard, or a detraction from the aesthetic appearance of Martinique; provided that at least seven (7) days prior written notice is given by the Association to the Owner. The costs and expenses incurred by the Association in removing such rubbish, refuse, debris, or garbage from the Unit and/or Lot shall be charged to Owner. The time and notice requirements in this paragraph shall not apply in the event of an emergency. In the event of an emergency, the Association shall make reasonable efforts to notify the Owner of the Association's intent to take steps to remedy the emergency situation, and all such costs applicable to the remedy performed by the Association shall be charged to Owner.

## IV. Vehicles; Use of Driveways and Walkways

### A. Vehicles.

1. Unlicensed driver(s) shall not operate any vehicle, including without limitation, golf carts, go-carts, mopeds, motorized scooters, nor any other motorized vehicle, within the Property.
2. The posted traffic and speed limit signs shall be observed throughout the development. Be alert for walkers, joggers, children, older individuals, dog walkers and wildlife.
3. The following vehicles may not be parked overnight in any driveway, or anywhere within the Property, except when entirely parked within an enclosed garage. Notwithstanding the foregoing, commercial vehicles, vans or trucks may be temporarily parked within the Property when delivering goods or furnishing services temporarily.
  - Motorcycle
  - Boat or other water craft
  - Golf Cart
  - Non-passenger van (i.e. any van which does not have a rear seating and windows surrounding the exterior)
  - Van in excess of 17 feet in length
  - Vans which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon)
  - Vehicles over eighty (80) inches in height
  - Camper; Recreational vehicle (RV), Motor home; Mobile Home;
  - Trailer (i.e. boat trailer, utility trailer, pop-up camper, car hauler, etc.)
  - Bus
  - Semi-truck; semi-trailer; 18-wheeler
  - Commercial vehicles of any type (i.e., any vehicle having one or more of the following: commercial license plate, exterior labeling with business name or logo or commercial advertising, exterior storing of tools, ladder(s) or other equipment), with the exception of a law enforcement vehicle.
  - Vehicles which are not "street legal" or otherwise equipped for use on public roads.
  - Vehicles without a valid license plate and/or current registration
  - Inoperable vehicles or vehicles not able to move under their current condition.
  - Vehicles which are unkept or under repair. This includes but is not limited to vehicles with flat tire(s), missing window(s), broken exterior part(s), etc., which remain in such condition for longer than ten (10) days.
  - Vehicles under a cover for more than a total of seven (7) days in any ninety (90) day period.
4. The Association shall have the right to authorize the towing away of any vehicles in violation of the Homeowner Documents, with the costs and fees, including attorney's fees, if any, to be borne by the

vehicle owner or violator.

**All Owners and occupants are advised to consult with the Association property manager, prior to purchasing or bringing onto the Property any type of vehicle other than a passenger car, inasmuch as such the type of vehicle may constitute a violation of the rules and regulations.**

## **B. Use of Driveways and Walkways**

1. Driveways and walkways shall not serve as storage locations.
2. Except for vehicles in driveways that are not in violation of the provisions of the Homeowner Documents, no other personal property (i.e. furniture, potted plants, garbage bins, recycling containers, grills, cooking equipment of any type, fire pits, vehicles placed under a cover, athletic equipment (excluding Mobile Basketball Hoops meeting the specifications and location requirements specified in Article XIV herein), or any other personal item(s) shall be kept in any driveway or walkway when not in active use.
3. Garbage bins and recycling containers may not be stored in driveways and must be placed completely out of view from any Road, Common Area, or any other Lot, excluding those times when brought to the appropriate location for garbage collection, and then only during the timeframes specified in Article III herein.
4. Owner is responsible for cleaning the Unit's driveway(s) and walkway(s) of all mold, mildew, oil, fluid and other debris, and ensuring all driveways and walkways are in good repair.
5. Any and all pavers that are lifted, sunken, shifted, loose, broken, or otherwise not appropriately in place shall be promptly repaired or replaced by Owner.
6. Work or projects shall not be undertaken in a driveway or walkway, except for short duration home projects or work conducted by the Owner or their licensed contractor(s) during time-limited renovations.
7. Owner shall not permit assembling or disassembling of motor vehicles in the driveway, except if fully enclosed within their garage.

## **V. Parking and Garages**

### **A. Parking**

1. Vehicles that are not in violation of the provisions of the Homeowner Documents, shall be parked only in garages or in the driveways serving the Units, or along Roads, where such Roads are specifically designated for street parking.
2. All posted parking and traffic regulations shall be observed at all times, including but not limited to, street parking in the appropriate direction.
3. Parking is prohibited on the grass of any areas, including without limitation, any Lot or Common Area.
4. All vehicles shall be parked entirely within their paved driveway, and shall not extend into, nor block in any manner, any Road, other Lot, or Common Area. The "apron" is the paved area at the end of the driveway and is part of the Common Area.
5. Those parking in driveways must be mindful of sprinkler heads and utilities (i.e. water meters, cable boxes, etc.) located on lawns adjacent to or near the driveways, and Unit Owner shall be responsible for the repair or replacement of any such sprinkler heads and utilities damaged as the result of driving or parking on grass or cutting corners to park in the driveway or any other area.

## **B. Garages**

1. No garage shall be used as a living area.
2. No garage shall be altered in a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.
3. Garage doors are to remain closed when not in active use for ingress and egress.

## **VI. Temporary Storage Units; Storage in Common Area; Dumpsters**

### **A. Storage In Common Area**

1. Bicycles, tricycles, scooters, baby strollers, toys, sports equipment, grills, and any and all other personal items may not be stored in any Common Area. All Roads, walkways, sidewalks and alleyways are not permitted to be obstructed in any way.

### **B. Temporary Storage Unit**

1. Any Owner or lessee requiring portable storage, such as a POD, must report the storage unit in advance to the Association's manager.
2. Such portable storage unit may be placed for a period not longer than fourteen (14) cumulative days in any ninety (90) day period, unless approved in writing by the Board in advance. In the case of an emergency, written permission must be obtained at the discretion of the Association's manager.
3. The storage unit must be placed fully within the Owner's driveway or other paved area of the Owner's Lot and must be properly secured when not being loaded or unloaded of contents.
4. Storage unit must not be a nuisance, nor poorly maintained, nor present an untidy appearance.
5. It is recommended that plywood be placed under the storage unit, to protect the pavers from damage. Any damage to the pavers or other property arising from the placement of such storage unit shall be the responsibility of home Owner.

### **C. Dumpsters**

1. Any Owner or lessee requiring an on-site dumpster, such as a "roll-off" dumpster used for a home renovation, must report the dumpster in advance to the Association manager.
2. Such dumpster may be placed for a period not longer than twenty-one (21) cumulative days within any ninety (90) day period, unless approved in writing by the Board in advance, and must be placed fully within the subject home's driveway.
3. It is recommended that plywood be placed under the dumpster, to protect the pavers from damage. Any damage to the pavers or other property arising from the placement of a dumpster shall be the responsibility of home Owner.

## **VII. Nuisance and Storage**

- A. Units or Lots shall not be used, in whole or in part, for the storage of any property or thing that will cause such Unit or Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit or on any Lot that will emit a foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole.
- B. Each Owner shall keep and maintain all portions of the property in a neat, clean, orderly, and well-kept manner.
- C. No rubbish, refuse, garbage or unsightly items shall be allowed to accumulate.
- D. No illegal, noxious, or offensive activity shall be carried on in any Unit or upon any Lot which would



tend to cause a nuisance to any person using any property adjacent to the Unit.

- E. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence is in any way unsightly, unpleasant, noxious, dangerous, or of a nature as may diminish or destroy the appearance or enjoyment of the Property. Additionally, refer to the rules for “Potted Plants / Decorative Planter – Requirements” below.
- F. Except for vehicles in driveways that are not in violation of the provisions of the Homeowner Documents, no other personal property (i.e. furniture, potted plants, garbage bins, recycling containers, grills, cooking equipment of any type, fire pits, athletic equipment (excluding Mobile Basketball Hoops meeting the specifications and location requirements specified in Article XIV herein), nor any other personal item(s) shall be kept in any driveway, when not in active use.
- G. Vines, or plants with potential to grow with vines, shall not be added to any Unit or Lot without prior written approval by the ACC, and in no event shall any such vine or plant be allowed to grow attached to the Unit, or any tree or other plant, nor shall any such plantings block any portion of a Unit’s address numbers. All such vines/plants shall be subject to removal at Owner’s expense.
- H. No items or materials are permitted to be attached to, or hang from, any tree in an area visible from any Road, other Lot or Common Area, including but not limited to: potted plants, decorative containers, vines, swings of any kind, hammocks, etc. Notwithstanding the foregoing, orchid air plants (of reasonable size and quantity) maintained properly and in good health are permissible.
- I. Examples of items generally in conflict with the overall architectural design and ambiance of the community, where visible from any Road, Common Area or other Lot, include, but are not limited to: mirror balls, globes, fountains, bird baths, plastic flowers, fabricated birds/flamingos, statues, sculptures, garden gnomes, stepping stones, pavers, bricks, rocks, edging, and other items in violation of the Homeowner Documents. All such items shall require written approval by the ACC, prior to placement in any area visible from a Road, Common Area, or other Lot.
- J. Notwithstanding the foregoing, a reasonable amount of gravel/small rocks are permitted to be placed at the end of each gutter downspout to protect the area from erosion, without ACC approval.
- K. All yards shall contain the landscaping installed by the Developer or Association and those landscaping additions/removals approved by the ACC.
- L. **Potted Plants / Decorative Planter – Requirements:**
- Potted plants and/or decorative planters are permitted on the front porch in reasonable quantity, size and appearance.
  - Potted plant(s) and/or decorative planter(s) may not be placed upon any walkway nor driveway.
  - Potted plant(s) and/or decorative planter(s) may not be placed on the grass, nor set within hedging nor plantings (i.e. plant bed(s), tree bed(s), etc.), nor upon any mulched or landscaped area of a “visible yard” (a yard visible from any Road, other Lot or Common Area), unless otherwise approved in writing by the ACC.
  - Potted plant(s) and/or decorative planter(s) may not be hung from any tree visible from any Road, other Lot or Common Area.
  - Potted plant(s) and/or decorative planter(s) may not contain dead plants, dried out plants, debris, weeds, cactus, trees, artificial flowers/plants, nor any planting deemed to be a nuisance.
  - Pots and planters must be clean and in good repair (original plastic containers are not permitted).
  - Plants must be pruned and maintained in good health.
- M. In the event an Owner fails to maintain his Unit as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its direction, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Martinique; provided however, that at least seven (7) days prior written notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest at the maximum rate

permitted by law, may be charged to the Owner, and as charged shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in the Declaration. The time and notice requirements in this paragraph shall not apply in the event of an emergency. In the event of an emergency, the Association shall make reasonable efforts to notify the Owner of the Association's intent to take steps to remedy the emergency situation, and all such costs applicable to the remedy performed by the Association shall be charged to Owner.

## **VIII. Windows and Front Porches**

### **A. Windows**

1. All draperies, curtains, shades, or other window coverings installed in a Unit, and visible from the exterior of a Unit, shall have a white backing, unless otherwise approved by the ACC.
2. Sheets, blankets, towels, cloth, paper or other non-standard window coverings are prohibited to be hung from windows or from any other area visible from the exterior of the Unit.

### **B. Front Porches**

1. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of any equipment, grills, bicycles, toys, sports equipment or similar personal property.
2. The types of personal property permitted to be kept on a front porch include: outdoor furniture (suitable in size and appearance for the space), overhead fans (as approved by the ACC), and potted plants (in reasonable quantity, size and appearance). Potted plants shall be in accordance with the "*Potted Plants / Decorative Planter – Requirements*" specified in Article VII (L) above).
3. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.
4. No artificial vegetation shall be permitted on the exterior of any portion of the Unit or Lot, except for that which is used as a door decoration (i.e. wreath), so long as such door decoration does not violate any other provision of the Homeowner Documents.
5. Swings of any kind are not permitted to be installed or maintained on any Unit or Lot, except that which has been approved in writing by the ACC.
6. No grilling may take place on the front porch, front yard, walkway or balcony of any Unit.

## **IX. Signs and Flags**

### **A. Signs**

1. Except for signs permitted under the Homeowner Documents, no sign, symbol, name, address, notice, or advertisement shall be inscribed, exposed, erected, pasted, posted, or displayed on or at any window or other part of a Unit, a Lot, or the Common Area, without the prior written approval of the Board. The Board and the Developer shall have the right to erect signs as they, in their sole discretion, each deem appropriate and as may be required. The following signs are approved in accordance with the Homeowner Documents:
  - a. Rental and "For Sale" sign which must be must be freestanding and of the design, size, and color as approved by the Abacoa POA and placed wholly within the yard of Owner's property lines. Contact the Association property manager for these specifications. No more than one such yard sign is permitted in the front and one in the back of the subject Unit.
  - b. Standard sized "security alarm sign" freestanding on a yard stake may be placed wholly within the private property lines of a Unit. No more than one such yard sign is permitted in front and one in the back of the subject Unit.

- c. Open House signs are allowed on a temporary basis only, and must be professionally printed (hand-written signs are not permitted). Placement of these temporary freestanding signs must be wholly within the property lines of the subject Unit and/or within Common Area only, and never within the property lines of other homes. Open House signs may not exceed 18" x 24". Such signs may be displayed only during the actual hours of the Open House, and must be removed immediately following the Open House event.
  - d. Holiday specific decorative sign placed on the front porch or freestanding within the property lines of the subject Unit's yard is permitted, but must be appropriate for the applicable holiday and may not be placed more than 25 days before the holiday and must be removed no later than 10 days after the holiday. No such holiday decorations may be placed on or over the sidewalk, parking area, or any Common Area, nor encroach upon neighboring homeowner's property.
  - e. Postings of public messages and community-related notices on the bulletin board(s) located in the Mailroom of the Martinique Clubhouse are permitted. However, such postings must not be in violation of any Homeowners Documents.
  - f. Signs as required by applicable law.
2. All signs must be maintained in good condition. Deteriorated signs must be removed.
  3. Signs not permitted include, but are not limited to: garage sale, yard sale, estate sale, tag sale, political-related, commercial-related, business-related, advertising-related, etc., unless otherwise approved in writing by the ACC.

## **B. Flags**

1. The following flags are permitted in the quantity and manner outlined below. Flags or banners of any kind may not be hung from any balconies or windows, nor affixed flat to the exterior of a Unit nor any structure (i.e. fence, etc.) visible from any Road, Common Area or other Lot. All flags and flag poles must be maintained in good condition. Deteriorated flags must be removed. No other flags are permitted, unless otherwise approved in writing by the ACC.
  - a. Owner may display one (1) portable, removable United States flag or official flag of the State of Florida, not larger than 4 ½ feet by 6 feet, in a respectful manner and one portable, removable official flag of equal or smaller size representing either the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or a POW-MIA in a respectful manner, so long as it does not obstruct sightlines at intersections and is not erected within or upon an easement or Common Area.
  - b. Owner may display one (1) decorative garden flag not larger than 13" x 18", in good condition (i.e. not faded, dirty, frayed or in disrepair), placed on a standard-sized garden flag post placed in the yard with maximum height of 36" above the ground, and be located wholly within the property lines of the Owner's Lot. This decorative yard flag must not constitute a nuisance or other violation under the Homeowner Documents.
  - c. Holiday specific decorative flag placed on the porch or freestanding within the property lines of the subject Unit's yard is permitted, but must be appropriate for the applicable holiday and may not be placed more than 25 days before the holiday and must be removed no later than 10 days after the holiday. No such holiday decorations may be placed on or over the sidewalk, parking area, or any other Common Area, nor encroach upon neighboring homeowner's property.

## **X. Hurricane Season**

Temporary or permanent exterior shutters (i.e. hurricane panels, accordion shutters, decorative shutters which also serve as hurricane shutters, etc.) may only be closed during a Storm Event. A "Storm Event" is defined as



when a hurricane or tropical storm “watch” is issued by the appropriate authorities. For a Storm Event, each Owner shall remove all furniture, potted plants and other movable objects from the front porch, patio, deck and yards, and shall install/close the Unit’s temporary hurricane shutters. All hurricane shutters must be removed/opened, no later than 14 calendar days after the Storm Event has ended.

Each Owner who intends to be absent during the hurricane season (May 1 – November 30 of each year) shall prepare the Unit, prior to departure by doing the following:

- (i) Removing all furniture, potted plants, and all other movable objects from the front porch, patio, deck and yards; and
- (ii) Designating a responsible person or firm, satisfactory to the Association, to care for the Unit should it suffer hurricane damage, and
- (iii) Designating a responsible person or firm to install/close the temporary hurricane shutters when a hurricane or tropical storm watch is issued by the authorities, and to remove/open such shutters no later than 14 days after the Storm Event has passed.

## **XI. Lighting and Holiday Decorations**

- A. Except for temporary holiday decorative lights displayed during the timeframes specified herein, all exterior lights must be approved by the ACC, prior to installation.
- B. Holiday decorations must not be displayed more than 25 days before the applicable holiday and must be removed no later than ten (10) days after the passing of the holiday. Holiday lighting and decorations may not be placed on or over the sidewalk, parking area or any other Common Area nor encroach on neighboring homeowners’ property.
- C. Care must be taken when placing lights or other decorations in areas where the landscaping crew and/or irrigation system may cause damage. Unit Owner bears full responsibility and is liable for all damage that occurs. Neither the Association nor its contractors shall be responsible for any damage that occurs to holiday lighting and/or decorations.

## **XII. Artificial Vegetation; Exterior Sculpture and Similar Items**

- A. No artificial vegetation shall be permitted on the exterior of any Unit or Lot, excluding that which may be used as door decoration (i.e. wreath), so long as such door decoration does not violate any other provision of the Homeowner Documents.
- B. Exterior sculpture, statues, fountains, bird baths, stepping stones, rocks, plastic flowers/vegetation, and similar items must be approved by the ACC, prior to placement.

## **XIII. Garage Sales, Rummage Sales, or Similar Sales**

- A. The Owner or Occupants of a Unit may not hold, sponsor, or participate in more than one (1) such sale within the Property for that Unit in any twelve (12) month period, and such sale event is not permitted to exceed two (2) consecutive days in duration.
- B. Sale event may not start earlier than 7:00 AM nor extend past 5:00 PM.
- C. The sale must be contained fully within the subject Unit’s property lines.
- D. Unit Owner shall take care to instruct sale attendees to park in appropriate and designated parking spaces, and not along alleyways or in other residents’ driveways without prior permission, nor in any way to obstruct the flow of traffic on any Roads.
- E. Unit Owner is liable for any and all damages caused by Unit Occupant(s) and all sale attendees.

## **XIV. Mobile Basketball Hoops and Other Sports Equipment**

- A. Basketball hoops and other sports equipment are not permitted to be attached to any structure, nor be stored in, overhang nor encroach upon, any Road (including but not limited to any alleyway), Common Area or other Lot at any time. Such equipment may not impede view of any Road, stop sign or other Road sign.
- B. For safety reasons and to discourage court play within any Road, one (1) full-sized Mobile Basketball Hoop is permitted to be stored in the driveway, but must be located no further than midway down the driveway from the garage door. No **other** sports related equipment or toys of any kind, may be stored within a driveway when not in active use, nor overnight.
- C. One (1) Mobile Basketball Hoop is permitted per Unit.
- D. Mobile Basketball Hoops must be stabilized by filling the base according to the manufacturer's instructions. Other forms of weighting the base, for example: cinder blocks, bricks, bagged sand, mulch, gravel, or any other item placed on the base, are prohibited. If the Mobile Basketball Hoop cannot be stabilized following the manufacturer's instructions, it is not suitable for placement anywhere within the Property.
- E. In the case of a Storm Event, all Mobile Basketball Hoops must be stored indoors, and not laid on the ground nor left anywhere outdoors.
- F. Owner shall be liable for any and all damage to sod, pavers and other property caused by the use of Mobile Basketball Hoops and other sports equipment. All required repairs shall be at Owner's expense.

## **XV. Alleyways**

- A. The alleyways within the Association Property serve principally to provide vehicular access to the rear of the Units.
- B. Those operating motor vehicles in the alleyways shall at all times observe safe speeds and directional signs.
- C. For safety reasons, alleyways shall not be blocked for play nor used for activities other than vehicle flow for which they are intended. Drivers shall not block the travel lane by standing or parking.
- D. Parking within the alleyway, or within the paved areas of the alleyway (the "apron"), or upon any grass areas along the alleyway are strictly prohibited. The paver apron of the alleyway is Association Property and not part of the Unit's driveway.
- E. The Association shall have the right to authorize the towing away of any vehicles in violation of the Homeowner Documents, with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

## **XVI. Antenna**

Except as otherwise deemed permissible by Federal and/or State law, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, without the prior written approval of the ACC. Subject to the Federal Telecommunications Act of 1996, as amended from time to time, satellite dishes permitted by the ACC shall be the smallest required to receive an acceptable signal and in no event greater than one (1) meter in diameter and shall not be installed onto any area of the home structure, structure, unless otherwise necessary to obtain reception of an acceptable quality signal. To the extent that same may be accomplished without impairing reception of an acceptable quality signal, unreasonably preventing or delaying installation, maintenance or use of a satellite dish, or unreasonably increasing the cost of installing, maintain or using a satellite dish, the satellite dish shall be placed within Owner's Lot property lines, in a manner to minimize its visibility from the Common Area and any other Lot(s) or Unit(s). Satellite dishes installed in a Lot shall be screened from view by the Owner with approved landscaping. The Owner shall be responsible for promptly removing any satellite dish that is no longer in use.

## XVII. Animals and Pets

- A. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board.
- B. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity.
- C. A bull terrier (pit bull or pit bull mix), or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament, is prohibited in any Unit.
- D. Farm animals, including but not limited to, goats and chickens, are prohibited within the town limits.
- E. Pets in any Common Area must be under leash at all times.
- F. Each pet owner shall be required to clean up after his or her pet. **All solid animal waste deposited by a pet on the Property shall be immediately picked up and properly disposed of by the person responsible for the pet.**
- G. Owners are responsible for the cost of repair or replacement of any Common Area or Association Property damaged by the pet.
- H. The Board may order permanent removal of any animal from the Property which is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, including, without limitation, excessive barking, littering, or otherwise. The Board will review reports from police and/or animal control authorities before taking such action.
- I. Each Owner by acquiring a Unit agrees to indemnify the Association and the Abacoa POA, and hold them harmless against any loss or liability resulting from the Owner's, lessee's, tenants, family member's, or guest's ownership of an animal.

## XVIII. Unmanned Aircraft Systems

The recreational or hobby use of unmanned aircraft systems (e.g., drones, model airplanes, and model helicopters) is strictly prohibited anywhere within the Property, except where such use is entirely limited to within the subject Unit's property lines. By law, all unmanned aircraft system pilots are required to register with the Federal Aviation Administration (FAA) and obtain a remote pilot certificate.

## XIX. Maintenance of Exterior Units & Structures

All Units and structures must be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All maintenance activities not specifically undertaken by the Association, as described in the Homeowner's Documents, are the responsibility of each Owner who shall maintain their Lot and Unit, and the structures, driveway, sidewalks, walkways and other improvements comprising the Lot, in a manner consistent with the Community-Wide Standard, and all applicable covenants. Some maintenance requirements of Owners include, but are not limited to, the following:

### A. House Address Numbers

Address numbers on the home must remain on the front and back of Unit where originally installed by Developer. Adding any additional address numbers and/or plaques is prohibited. The address numbers must be fully visible at all times, and not blocked by any plantings or other materials. The address numbers must be replaced when damaged, faded or otherwise illegible, and shall be replaced only with the same design, style, size and color as the original number tiles, or as otherwise approved in writing by the Board. Contact the Association property manager for specifics on the approved design of replacement address numbers (i.e. design, size, color, etc.).

**B. Cleaning of Roof, Porch, Balcony, Driveways, Walkways and Exterior Structures**

Owners are responsible for keeping the exterior of their home, roof, porch, balcony, fencing, gutters, garage doors, paver driveways, walkways, and other structures and hard surface areas on their Lot free of dirt, debris, mold and mildew. It is recommended that power washing be done at least once per year in order to maintain a clean exterior.

**C. Gutters and other Exterior Building Components**

All exterior building components, including but not limited to: gutters, downspouts, roof shingles/tiles, windows, shutters, doors, etc., which are missing, broken or otherwise in a state of disrepair, must be repaired or replaced back to original appearance by Owner.

**D. Garage Doors**

All garage doors and door components must be maintained in good working order by Owner.

**E. Fencing**

Installation of fencing requires ACC approval. Follow the Architectural Control requirements specified in the Declaration and ACC Guidelines. An ACC Application Form must be submitted with all required information. Please contact the Association property manager for this form. Fencing must be maintained in good repair and kept clean of dirt, mold, mildew and other debris.

**F. Trees**

Except for tree removals approved by the ACC for construction purposes (i.e. pool installation, etc.), no tree shall be removed, except for cases of diseased trees, dead trees, trees requiring removal to promote the growth of other trees, or for safety reasons. Unless otherwise approved by the ACC, tree(s) removed must be replaced with suitable tree(s) from Martinique’s master plant list and must be approved in writing by the ACC to ensure it meets the design standards and aesthetic requirements for the Association. Owner is responsible for submitting an ACC application for all requests for tree removal and replacement and, upon approval by the ACC, Owner shall be responsible for all associated costs for such removal and replacement. Notwithstanding the foregoing, if the tree is significantly diseased or dead, and the tree is located in the front of the home, the Association will cover the cost of removal and replacement. In cases where a tree was removed and the ACC determines there is an abundance of trees located in that area, the ACC may determine that a replacement tree is not required.

**G. Plants / Hedging / Landscaping**

No plants, hedging or landscaping on any portion of the Lot, or any portion of the Property, maintained by the Association, shall be removed, added or modified, unless approved in writing by the ACC. Owner is responsible for replacing dead, diseased or missing hedging in their Unit’s back and side yards. Owner shall also be responsible for replacing landscaping from their front yard, if such landscaping is missing or damaged due to actions of Owner, Occupants or their service vendors.

**H. Driveways and Walkways**

Owners are responsible for the maintenance and repair of their driveways and walkways. All pavers which are sunken, lifted, shifted, loose or otherwise not securely in place, must be promptly repaired by Owner within sixty (60) days of occurrence.

**I. Exterior Light Fixtures**

Owner shall maintain their Unit’s exterior light fixtures to ensure each such fixture is operating properly and contains working light bulb(s). Light fixtures over the garage shall have a functioning timer or photocell with

dusk to dawn feature, to ensure the unit lights up at night. The Board has pre-approved certain external light fixtures, specifically matching community standards for Townhouses and Single Family Homes, which would not require Board approval by the ACC. All other fixtures, including but not limited to, motion detection units, require written approval by the ACC. Please contact the Association property manager for information on pre-approved light fixtures, or to obtain an ACC Application form.

The above is not meant to be an all-inclusive list of required maintenance activities. In the event an Owner fails to maintain a Unit as required for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its direction, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Martinique; provided however, that at least seven (7) days prior written notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest at the maximum rate permitted by law, may be charged to the Owner, and as charged shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in the Declaration.

## **XX. Sale or Lease of Unit**

The sale or lease of Units shall be subject to the provisions of the Homeowner Documents. Refer to the Declaration for a complete list of provisions and requirements related to the sale or lease of Units in Martinique. **Below provides a brief summary only:**

- A. **Notice to Association.** An Owner may not lease, sell, transfer, or otherwise convey any interest in and to a Unit without first obtaining the written approval of the Association. The Owner must give to the Association notice in writing of such intention at least thirty (30) days prior to the date of such transfer.
- B. **Personal Interview.** The Board, in its sole discretion, may personally interview any intended transferee(s), tenant(s), and occupant(s) at a date, time, and place agreeable by the Board and such person(s) or may personally interview such person(s) via telephone, videophone, or other real-time communication method.
- C. **Lease Restrictions.** Contact the Association's property manager for the minimum lease term requirements, maximum number of leases permitted within a twelve month period, and other restrictions and requirements pertaining to leasing a Unit. Unless specifically provided to the contrary in a lease agreement, an Owner, by leasing the Owner's Unit, automatically delegates the Owner's right of use and enjoyment of the Common Area and facilities to the Owner's tenant; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

## **XXI. Common Area Rules**

- A. **General Rules Applicable To All Common Area**
  - No Common Area may be altered, except as approved by the Board.
  - No smoking or vaping is permitted within any Common Area.
  - No personal items may be stored in any Common Area, nor shall any walkways, sidewalks, streets or alleyways be obstructed in any manner at any time.
  - Good housekeeping is paramount. Clean up after yourself and maintain a clean and safe environment.
  - Security cameras are installed to video record activity 24 hours per day at the Clubhouse (inside and



outside), Pool area, Pavilion, Gym, and Mail Room.

- Damage to any Common Area is a violation and may result in fines, revocation of access/use of certain Common Area facilities, and any other legal recourse available.

#### **B. Pool Rules**

- Pool hours are Dawn to Dusk only. No night swimming.
- Entry into the gated pool area, or pool deck use of any kind, is not permitted after dark.
- Gates will lock (FOB access denied) after hours.
- Keep gates closed upon entering & exiting.
- No lifeguard is on duty. Swim at your own risk.
- Children under 15 must be accompanied by a supervising adult.
- Pool is for residents and authorized guests only.
- Shower before entering the pool. Proper bathing attire must be worn.
- No food or drink is permitted in pool or pool wet deck.
- No glass is permitted inside fenced pool area.
- No pets are permitted inside fenced pool area.
- No running, diving, pushing or rough play.
- No bicycles, skateboards, skates, scooters or similar devices.
- Pool furniture may not be removed from pool area nor placed in pool.
- Close umbrellas before leaving.
- Do not drink pool water.
- Do not use pool if you are ill with diarrhea.
- Children not potty-trained must wear plastic swim pants over a swim diaper.
- Maximum bathing load: 72 persons
- NO DIVING.

#### **C. Pavilion/BBQ Area Rules**

- Gate must be closed upon entering and exiting.
- Reservations are not permitted, as availability is on a *first come-first-served* basis.

#### **D. Clubhouse Rules**

- Only Unit Owners and registered Lessees in good standing (i.e. current on all assessments) may apply to reserve the Clubhouse for a private event, and such Applicant must be present during the function.
- A non-refundable fee is required to reserve the Clubhouse, as well as additional deposit(s) which are refundable, as long as no damage or violation of the Clubhouse rules and regulations occurs.
- If a Lessee (tenant) of a Unit within the Association desires to rent the Clubhouse for a private event, the Owner of the Unit (the "Lessor") shall be required to sign an indemnification agreement assuming liability for any and all damages resulting from their Lessee's rental of the Clubhouse.
- The Rental Reservation Form must be submitted at least 30 days prior to the event. A reservation request is not deemed finalized until confirmed in writing by the Association property manager.
- The Clubhouse may be rented for up to 8 hours per day.
- No event may extend past 10:00 PM.
- Maximum number of attendees per event is 75.
- No hard liquor is permitted. Beer and wine only.
- Town of Jupiter noise ordinances apply.
- This is not a complete list of rules and regulations pertaining to Clubhouse rental and use. Contact the Association property manager for a full copy of the Clubhouse Rental Reservation Form and its rules and regulations. In the event of any inconsistency between the Clubhouse Rules herein and the Clubhouse Rental Reservation Form's rules and regulations, the Clubhouse Rental Form's rules and regulations shall apply.

#### E. **Fitness Center Rules**

- Annual membership fee is required for access. Contact the Association property manager.
- Fitness Center hours are 6:00 AM – 10:00 PM.
- Consult your physician before beginning any exercise program.
- Only Martinique residents and their guests may use the fitness center.
- No children under the age of 16 are permitted in the fitness center.
- Wipe off the equipment after use.
- Proper work out clothing must be worn at all times. Swim suits may not be worn alone. Closed toe rubber soled shoes must be worn at all times. No street shoes, boots, flip flops or aqua shoes are to be worn while using the equipment. No bare feet.
- Please use headphones for personal music – no radios, speakers, etc., and respect others' preferences for television choices.
- Use equipment properly. Read equipment instructions before using. No hanging from the equipment.
- Any inappropriate use or damage to the equipment or fitness center may result in permanent or temporary suspension from the fitness center, and liability for damages.
- There is a time limit of 30 minutes on all cardio equipment, if others are waiting.
- You must rack all dumbbells after using. Do not drop or bang dumbbells.
- No food or glass containers in exercise room. Only plastic, spill-proof bottles are permitted.
- No smoking or vaping permitted in facility.
- No pets permitted in facility.
- No equipment or weights are to be removed from the facility.
- Any problems are to be reported in writing to the Association manager.
- Use equipment at your own risk.

#### F. **Pet Waste Station Rules**

- All solid waste deposited by a pet within the community must be immediately picked up and properly disposed of by the pet owner.
- Pet waste stations (including waste bags and disposal receptacles) are located throughout the community for convenience.
- Pets shall not be permitted in any Common Area unless under leash.

## **XXII. Violations and Fines Process**

To ensure compliance with the Homeowner Documents in a fair, consistent, and systematic manner, the following process is utilized to inform members about violation(s) and request action be taken to cure such violation(s). Violations of the Homeowner Documents may result in the matter being turned over to the Association's attorney for resolution. This is an addition to any other remedies available to the Association.

#### A. **Filing a Complaint**

Community members wishing to file a complaint must contact the Association property manager, preferably in writing. When possible, provide picture(s) of issue.

#### B. **Violations and Fines Process**

For any violation of the rules and regulations, the following process will be followed by the Association's property manager:

1. **Inspection:** The Association's property manager performs regular and routine inspections within the Property and identifies violations.
2. **First Notice:** Written notice is sent to the Owner, identifying the violation and giving a predetermined amount of time to comply (ie. 15 or 30 days) to correct the issue, as specified in the letter, dependent upon the nature of the violation.

3. **Follow-Up Inspection:** The Association's property manager performs a follow up inspection.
4. **Second Notice:** If the violation is not cured within the timeframe stipulated in the first letter, this second letter shall either serve as Final notice of violation requiring cure within 15 days, or depending on the nature of the violation, this notice may escalate directly to a 14-day notice of Fine Hearing Meeting.
5. **Board Meeting:** If the property management company recommends a fine be levied for violation(s), the Board holds a Board Meeting and votes whether or not to levy such fine (which shall not exceed \$100/day and up to \$1,000 per violation) and/or suspend a member's use rights to Common Area facilities (i.e. Pool, Pavilion, Gym), and/or cable/internet services, and/or take such other action permitted under the By-Laws.
6. **Third Letter:** If the second letter served as a final violation notice, this third letter shall now provide 14-day notice of Fine Hearing Meeting. Owner is informed the Board has levied a fine and/or suspended their use rights (and the use rights of their lessee, if Unit is under a lease) and Owner has the opportunity to attend a Fine Hearing Meeting and appear before the Fine Hearing Committee. Notice of meeting is posted at least 48 hours in advance of the meeting.
7. **Fine Hearing Meeting:** The Fine Hearing Committee will conduct a hearing meeting and will either confirm or reject the fine and/or suspension and/or other action levied by the Board.
8. **Notice of Fine/Suspension:** If fine is confirmed, the Owner is sent a notice of fine and/or suspension imposed or rejected. Payment is due from Owner within 5 days from the date of the notice or further action may be taken as allowed by the By Laws.



# ARCHITECTURAL GUIDELINES OF MARTINIQUE AT ABACOA

A Guide Published by the Board of Directors of  
Martinique Homeowners Association, Inc.

April 28, 2019

The Martinique Homeowner's Association, Inc. ("Martinique" or "the Association") is a deed-restricted community. This makes it different from a traditional form of home ownership. First, we share ownership of common land and have access to common facilities such as the swimming pool, parks, and clubhouse. Second, as a member of the Association, we have agreed in writing to abide by the governing documents, including but not limited to, the Declaration of Covenants, Rules and Regulations, etc. Third, we pay a quarterly assessment used for the upkeep of the Common Area and to build reserves for future obligations.

All residents benefit from the planning and design that has been the basis of the development of Martinique. The intent of these Architectural Guidelines is to assure residents that the Community-Wide Standard of design and quality will be maintained, in order to preserve and enhance property values and to maintain a harmonious relationship among structures, landscaping and topography.

An essential element of architectural control is the recognition of the importance of maintaining the general plan of development. This should be viewed as a benefit and not a burden to the Association.

## **INTRODUCTION TO THE ARCHITECTURAL CONTROL COMMITTEE**

### **PURPOSE**

The purpose of the Architectural Guidelines is to inform Members of the Association of the architectural and landscaping designs of Martinique and the procedure to be followed when requesting an exterior modification to the home (Unit) and/or to the tract of land within each Unit's property lines (Lot). The Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time (the "Declaration") of Martinique, a copy of which each Owner received at time of closing, along with other governing documents and these Architectural Guidelines spell out Member responsibilities. These documents are in place to benefit all Members and to help safeguard our investment in the Property. The Board of Directors of the Association (the "Board") is responsible for administering the governing documents and providing administrative support to the Architectural Control Committee (ACC). The ACC must ensure that exterior alterations comply with the provisions of the governing documents and the Architectural Guidelines. All requests for exterior alterations MUST be submitted to the ACC, and ACC approval must be received in writing, BEFORE any such alternations may be undertaken.

### **AUTHORITY**

The authority for the ACC is set forth in the Declaration. The Board has the authority to impose fines and/or take corrective actions, with the cost of such actions chargeable to the responsible Owner. In any suit or action related to enforcement of these rules, the prevailing party shall be entitled to recovery of all attorneys' fees and costs.

## **MEMBERS**

The ACC for Martinique consists of three (3) or more persons appointed by the Board. The ACC shall meet as necessary to review Applications received and present their findings within thirty (30) days after receipt of all required plans, specifications, information and security deposit. The Board of Directors has the right, power, authority and obligation to select members of the ACC or to act on behalf of the ACC.

## **RESPONSIBILITIES**

The ACC regulates the external appearance, use, and maintenance of the General Plan of Development and of improvements thereon to comply with the standards, to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. On behalf of the Association, the ACC is empowered to adopt, promulgate, amend, revoke and enforce Design Requirements for the purpose of:

1. Establishing guidelines with respect to the approval or disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure, landscaping and all other matters that require approval by the ACC;
2. Governing the procedure for submission of plans and specifications; and
3. Governing the form and content of plans and specifications to be submitted to the ACC for approval or disapproval.

## **LIMITATION OF RESPONSIBILITIES**

The ACC assumes no liability with regard to the structural integrity of any request. The ACC makes no representation as to its expertise regarding either the structural adequacy, capacity or safety features of the proposed improvement or structure as shown on the submitted plans or on the ultimate construction of the approved modification. The ACC does not assume responsibility for the performance or quality of work of any contractor. The ACC will make no determination as to the need for a permit.

## **ARCHITECTURAL CONTROL COMMITTEE POLICIES**

The ACC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh concepts in the landscape and architectural themes of Martinique and to foster thoughtful design so that there is harmony between neighboring residences. The ACC intends to be fair and objective in the architectural review process.

The approval of the ACC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or a different applicant. Similarly, the denial of approval by the ACC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

## **APPROVAL BY ACC**

No plantings or removal of plants, trees or shrubs and no construction (including without limitation, staking, clearing, excavation, grading, and other work), erection, installation, alteration, modification, or other change of and/or to improvements (including without limitation, pools, saunas, spas, jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, sheds, fences, satellite dishes, solar equipment, lighting, decorations (excluding those meeting the rules and timelines for Holiday Decorations), attachments, fixtures, landscaping, or change of exterior paint or stain color) shall occur on any Lot or Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan and plot plan showing the proposed nature, kind, shape, height, materials and location of such improvements shall have been approved in writing by the ACC. Temporary Structures: No tent, shack, hut, shed, or other temporary building or structure shall be erected on any Lot without the approval of the ACC. No tent, shack, hut, shed, or other temporary building or structure so erected shall be used as a residence, either temporarily or permanently.

No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's Unit, or to paint the interior of the Unit any color desired.

The ACC may condition its approval of proposals and plans and specifications as it deems appropriate in its discretion, and may require submission of additional plans and specifications or other information prior to approving or disapproving any request submitted. The timeline for ACC approval does not begin until all plans, specifications and information required by the ACC have been received by the ACC for review.

## **APPLICATION FOR APPROVAL**

Any Owner desiring to make an external change or improvement must submit an ACC application with a copy of all plans and specifications, showing the nature, dimensions, materials and location of same, together with the security deposit. The ACC shall not review any application submitted for approval until all plans, specifications and other information as may be required by the ACC has been properly submitted to the ACC. Under no circumstances will a verbal request be considered. All additions, changes, and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules, and regulations

## **DISAPPROVAL**

Disapproval of plans, locations, or specifications by the ACC may be based on any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. In the event that plans and specifications submitted to the ACC are disapproved, the Owner may make written appeal to the Board. The written appeal must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the appeal to render its written decision. The Board may uphold, reverse or modify the ACC decision by a majority vote of the Board. The failure of the Board to render a decision within forty-five (45) days after being provided all required and requested information, shall be deemed a decision in favor of the Owner.

## **TIME LIMITATIONS**

Unless specifically stated otherwise by the ACC, all improvements (except swimming pools) for which an approval of the ACC is required under the Declaration shall be completed within the timeframe stipulated in the Declaration. Construction of swimming pools must commence within sixty (60) days of ACC approval, and must be completed within seventy-five (75) days (including Saturdays, Sundays, and holidays) of the date of issuance of the building permit. The Association may charge a delay penalty of One Hundred Dollars (\$100.00) for each day in excess of seventy-five (75) days that the Member has failed to complete a swimming pool after the issuance of the building permit.

The ACC shall have thirty (30) days after receipt of all required materials to approve or disapprove any such plans. In the event the ACC fails to respond to a request for approval within thirty (30) days of receipt of said request it will be deemed to be granted, contingent that the request was submitted in writing to the ACC on the approved application form, and included all information necessary for consideration and review. The ACC shall have the right to request additional information if in its opinion, the information submitted is incomplete or insufficient (which extends the ACC's required response period to 30 days from the date the ACC receives all additional information/clarifications requested).

## **INSPECTIONS**

Periodic inspections may be made by the ACC and/or agent of the ACC while work is in progress to determine compliance with the approved plans and specifications and provisions of the governing documents and these Architectural Guidelines. The ACC, or any such agent of the ACC, shall not be deemed to have committed a trespass or other wrongful act by reason of such inspection.

## **JOB SITE CONDITIONS**

1. All job sites shall be kept in a neat and orderly condition, as determined by the ACC.
2. Commercial construction hours shall be in accordance with Town of Jupiter building code.
3. All construction operations must comply with local governmental ordinances.

## **VIOLATIONS**

If any work is performed in violation of the approved plans and specifications and/or provisions of the governing documents and these Architectural Guidelines, the Association shall have, in addition to all other remedies, the right to demand that the Owner stop work and remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ACC, and the Association may pursue injunctive relief in addition to any other legal or equitable remedy available to the Association in order to accomplish such purposes. If the Owner does not comply with the Association's demand within the time period specified by the Association, the Board, at its option, may either remove the noncomplying improvement or otherwise remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred in connection with the Board's action, including attorneys' fees, costs, and expenses (including appeals, if any) incurred by the Association in any such enforcement action. If the Owner fails to promptly reimburse the Association such expenses, the Board shall levy a Specific Assessment against the Owner for reimbursement and collectible in the same fashion as any other Assessment as provided in the Declaration.

## **KEY ARCHITECTURAL GUIDELINES**

The ACC evaluates all submissions based on the individual merits of each application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the individual site and lot size, since what may be an acceptable design on one Lot in Martinique may not be acceptable on another Lot in the community.

The following, criteria are general in nature and apply to all of the dwellings at Martinique.

### **Relation to Open Space**

Review of factors such as the addition or removal of trees, disruption of the natural topography and changes in rate or direction of storm water run-off may also adversely affect neighboring properties, open space Common Area, preserve and easement areas.

### **Conformance with Covenants**

The proposed alteration must be in conformance with all applicable governing documents affecting Martinique.

### **Validity of Concept**

The proposed alteration must be sound and appropriate to its surroundings. What may be an acceptable design on one Lot in Martinique may not be acceptable on another Lot in the community.

### **Design Compatibility**

The proposed alteration must be compatible with the architectural and characteristics of the applicant's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of material, color and construction details.

### **Location and Impact on Neighbors**

The proposed alteration must relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight and drainage. For example, fences or landscaping may obstruct traffic views or access to neighboring properties; some additions may infringe on a neighbor's privacy.

## **ZERO LINE MAINTENANCE EASEMENT**

The majority of homes within Martinique are affected by Zero Line Easements. An explanation of the Zero Line Easement is being included to facilitate understanding on how architectural changes (i.e. fencing, landscaping, etc.) may occur within such easements.

Each Lot on which an Alley Home is constructed is subject to a Zero Line Easement of approximately 3 feet and 1 inch in width. The Zero Line Easement is in favor of the Owner of the Lot immediately adjacent to the easement, and extends all the way from the front of their home to the rear of their Lot. The Zero Line Easement is a result of building code requirements related to the overhang of the neighboring home's roof. The Owner of the Lot immediately adjacent to the Zero Line Easement is the "grantee" of the Easement, and has the exclusive right to use and maintain real property within the Zero Line Easement, and to add/maintain landscape within the Zero Line Easement. Such landscape may not affix to the neighbor's Lot Perimeter Wall, nor extend in height as to cause damage to their roof overhang. The "grantee" of the Zero Line Easement may fence through the Zero Line Easement to "butt-up" to the neighboring Lot Perimeter Wall (although fence may not physically be affixed to the Lot Perimeter Wall). The neighboring Owner shall not be permitted to use or maintain real property within the subject Zero Line Easement (except for roof overhang), nor maintain or add landscape within that Easement. Only in

the event of damage to that neighboring home's structure (i.e. roof overhang) shall that neighboring Owner be permitted to enter upon the Zero Line Easement to make such necessary repairs. (See Declaration for greater detail).

### **ALTERATION TO EXTERIOR STRUCTURE AND/OR LOT**

Any and all alternation(s) to the exterior of Unit and/or Lot requires written ACC approval in advance of any such work taking place.

### **AWNINGS**

Requires ACC approval if seen from any Road, other Lot, or Common Area. Solid colors shall be the same color as the house or house trim. Stripe colors shall be the colors of the house and house trim only. A sample of the fabric swatch is required at time of ACC application.

### **COMMON AREA**

Under no circumstances shall an Owner receive approval for any application for change that permits encroachment upon the Common Area. Damage to the common elements, property, or equipment of the Association, caused by any Owner, family member, guest, invitee, or lessee, shall be repaired or replaced by the Association, and the cost of such repairs and/or replacements shall be the sole responsibility of the Owner.

### **DOORS - GLASS PANELS**

Adding a decorative glass panel to an entry door requires ACC approval. Such glass panels must be consistent in design to those provided by the original builder within the Martinique community. Application must include adequate detail on location, size, glass specifications, design, and appearance (i.e. picture, brochure, etc.) to provide an accurate detail of what is being requested.

### **DECKS AND PAVERS**

Adding pavers or any deck flooring requires ACC approval. Pavers must be of the same style, color and pattern of the Community-Wide Standard. Deck flooring must be in light neutral tones (i.e. ivory, tan). Setbacks must follow Town of Jupiter codes and ordinances.

### **FENCING**

Requires ACC approval. Fencing shall be installed within Owner's surveyed property lines, with the exception of the Zero Line Easement (refer to "Zero Line Maintenance Easement" above) and shall follow all Association and Town of Jupiter "setback" requirements and regulations.

A privacy fence may not exceed six (6) feet in height and cannot be erected beyond the perimeter line of the front door of the house nor beyond the perimeter of the rear of property line. White fence material only is permitted. Any proposed new landscaping around fencing also requires approval, and a separate ACC application will be necessary. "Open Picket" fencing may not exceed four (4) feet in height. NOTE: THE COMBINATION OF DIFFERENT TYPES /STYLES OF FENCING ON THE SAME FENCING PROJECT IS NOT PERMITTED. **FURTHER, TO MAINTAIN UNIFORM APPEAL, DIFFERENT STYLES OF FENCING BETWEEN NEIGHBORING HOMES MAY NOT BE APPROVED.**

**Fencing along sidewalk:**

If fence shall run parallel to a sidewalk, a minimum "setback" of three (3) feet is required between the fence and the edge of the sidewalk running parallel to the fence.

**Fencing on Corner:**

If installing a fence at a home located on a corner, a "corner setback" is required, if fencing is planned to extend into the corner area where two streets (or a street and an alleyway) cross. As such, the fence in that corner shall follow, at a minimum, the survey line in that corner and must allow for adequate view of incoming or ongoing traffic. The purpose of this corner setback is to allow pedestrians and oncoming traffic a clearer view of other vehicles and pedestrians entering from the other street, alleyway, and/or sidewalk. Owner shall follow any other setback requirements, as may be required by the Town of Jupiter, through the permitting process.

**Zero Line Maintenance Easement:**

The Owner of the Lot immediately adjacent to the Zero Line Easement is the "grantee" of that Easement and may fence within that easement and through the easement to the Lot Perimeter Wall of the neighboring home. The fence may "butt up" to the Lot Perimeter Wall, but may not be physically affixed to the wall. In such event that the neighboring Owner is required to make necessary repairs to their home structure (i.e. roof overhang), access for that neighboring Owner shall be made available either through a gate or a removable panel. [Please see Section on "Zero Line Maintenance Easement" above for further details].

**Utility and Drainage Easements:**

Fencing may be erected within the Utility and/or Drainage Easement(s), so long as Owner signs the Association's and Town of Jupiter's Easement Waivers and receives authorization from the Town of Jupiter, through the permitting process.

**Gates:**

Gates installed on fence must be a minimum of three (3) feet wide, and no more than four (4) feet wide. Gates shall not open outward, if they will open into a sidewalk, street, or alley way, unless such gate leads to a pool or spa it which case it must open outward, away from the pool/spa. All other gate(s), excluding pool gates, may open either way (in or out), providing there is ample clearance for entry of landscaping equipment, and they meet Town of Jupiter requirements. Double swing gates are not permitted. The gate must swing closed and latch automatically. The gate latch must be located at the height required by building code. All gates must be installed in accordance to all applicable building codes.

**Irrigation:**

Prior to installation of fence, Owner shall, at their sole cost and responsibility, contact Martinique's contracted irrigation company to review and perform all modifications necessary to irrigation lines to ensure adequate irrigation coverage is located on both sides of the fence. See section on "IRRIGATION" below for further details.

**SEE NEXT PAGE FOR FENCING TYPES**

**Types of Fencing Allowed in Martinique:**

1. Standard Vinyl 5-foot high Privacy fence with Lattice treatment extending 1 foot on top, and Gothic Caps (See Picture).
2. Vinyl 4-Foot high Open Picket fence with post every 2" or 3 1/2" inches, and Gothic Caps (See Picture).
3. Aluminum 4-foot Open Picket fence with post every 2" or 3 1/4" inches, and Gothic Caps (See Picture).
4. Vinyl 5-foot high Shadow Box Privacy fence with Lattice treatment extending 1 foot on top, and Gothic Caps (see Picture).
5. Vinyl 5-foot high Closed Picket fence with posts every 1" inch or 1 1/2" inches, and Gothic Caps (see Picture).
6. Vinyl 5-foot high Privacy fence with 1/2" inch space between panels, Lattice treatment extending 1 foot on top, and Gothic Caps (see Picture).
7. Vinyl 4-foot high Picket fence with 3" inch posts spaced 3" inches apart, and Gothic Caps (see Picture).



(1) 5 foot Standard Privacy w/  
Lattice Top & Gothic Caps



(2) 4 foot Vinyl Open Picket  
with Gothic Caps



(3) 4 foot Aluminum Open  
Picket w/Gothic Caps



(4) 5 foot Shadow Box Fence w/  
Lattice Top & Gothic Caps



(5) 5 foot Closed Picket Fence  
w/Gothic Caps



(6) 5 foot Privacy Fence 1/2"  
space between Panels w/  
Lattice Top & Gothic Caps



(7) 4 foot Picket Fence,  
3" posts spaced 3" apart  
w/Gothic Caps



## **FLAGS**

Governed by Martinique's Rules and Regulations.

## **FRONT PORCHES**

No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls. All other items must be approved by the ACC. Also refer to Martinique's Rules and Regulations regarding Front Porches.

## **HOLIDAY DECORATIONS**

Governed by Martinique's Rules and Regulations.

## **IRRIGATION**

All Lots have underground fully automatic sprinkler systems to irrigate, as a supplement to nature's supply of rainwater. The Loxahatchee River District, also known as ENCON, controls and monitors the flow of irrigation quality (IQ) water for landscape irrigation to all of Abacoa. IQ water cannot be used for anything other than irrigation (Do Not Drink). Any change to the existing irrigation piping is absolutely disallowed, unless such is part of an ACC application approved by the ACC.

Adding or deleting landscaping may also affect the master plan by causing death or lack of growth from insufficient irrigation. A work order should be submitted if existing sprinkler heads are not working. In the case of ACC approval for installation of fencing, pool, or other sub-surface work, the Owner must contact Martinique's contracted irrigation company to have the irrigation system reviewed and modified. All such review and modification work shall be performed by Martinique's contracted irrigation company to ensure that adequate irrigation coverage is maintained, and shall be at Owner's sole cost.

## **LANDSCAPING**

All individual home sites have been fully landscaped at the time of construction of the dwelling in accordance with a master landscaping plan set forth by the Town of Jupiter. Any modifications to this existing plan must be submitted to the ACC for approval, and ACC approval must be received, prior to implementation of any change. NOTE: the maintenance of additions in landscaping are the responsibility of the Owner.

The Architectural Change Application Form submitted must show the location of all plantings on Owner's survey, detail the plant name and Symbol, and depict the expected mature height and diameter of proposed planting to assure it will not present a future hazard to nearby structures. Owners must also be careful that proposed new plantings do not interfere with the mature height and width of existing trees and shrubs.

Medium to large palms or other trees that mature to above 30 feet will likely not be approved anywhere on home sites in Martinique, due to windstorm hazards. Care must be maintained not to place any planting that will grow to attach onto the wall of the Unit nor the adjacent home(s) nor cause damage to the roof overhang within the zero-lot line maintenance easement.

Vines that will directly attach to houses or garages will not be approved, as they will cause increased

future maintenance of the painted surfaces. The only vines from the Martinique Plant List that will be approved by ACC are those that do not adhere to the building surface nor block the address plaque/numbers of home. Such vines may be approved by the ACC, if grown on a removable trellis to prevent the vines from attaching to any structure, and kept regularly trimmed. Any vine that is growing on/or attached to a house or garage must be removed at Owner's expense, within 15 days of notification. In the event an Owner fails to correct such violation, the Association shall have the right to enter the property and remove the offending materials. The cost of such removal and subsequent repairs shall be the sole responsibility of the noncompliant Unit Owner.

The remains of plant material installed on the property that is killed by disease, freeze, or draught, must be removed by the Owner, at Owner's expense, within thirty (30) days of occurrence. Previously approved plantings that have died, may be replaced by Owner with the same planting material, without re-submittal of ACC application.

All mechanical equipment (i.e. air conditioning, generators, pool pumps, pool heaters, sprinkler pumps, satellite dishes, etc.) installed on the Lot must be screened from view from any Road, other Lot, or Common Area with approved landscape hedging.

The planting of annuals does not require ACC approval. However, care and watering of such plantings are the responsibility of the Owner. Owners should be cautious in selecting annuals as many will require considerable more amounts of water than the irrigation system will supply.

Artificial vegetation is not permitted on the exterior of any portion of properties, excluding an ornamental door wreath, as long as such does not violate any provision of the governing documents for Martinique.

Manufactured objects, such as sculpture, fountains, bird baths, garden gnomes, stepping stones, rocks, bricks and similar items that are viewable from any Road, other Lot, or Common Area, are generally not permitted and require written approval by the ACC.

Only brown cypress mulch is approved around landscaping (red mulch is not approved).

Below is the Approved Martinique Plant List for landscaping materials.

### **MARTINIQUE APPROVED PLANT LIST**

#### **LARGE / MEDIUM TREES**

<b>SYMBOL</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>
BS*	BURSERAS SIMARUBA	GUMBO LIMBO
CD*	COCOLUMBA DIVERSIFOLIA	PIGEON PLUM
CES	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD
CUS*	COCOLUBA UVIFERA	SEAGRAPE STANDARD
CS	CORDIA SEBESTENA ELAEOCARPUS DECIPIENS	ORANGE GEIGER JAPANESE BLUEBERRY
EH	EUGENIA HOOKERI	EUGENIA STANDARD
FD	FILICIUM DECIPIENS	JAPANESE FERN TREE
JAT	JATROPHA STANDARD	JATROPHA
MLG*	MAGNOLIA "LITTLE GEM"	LITTLE GEM MAGNOLIA
QV*	QUERCUS VIRGINIANA	LIVE OAK
SM*	SWIETENIA MAHOGANI	MAHOGANY
LI	LAGERSTROEMIA INDICA	CREPE MYRTLE
LJ	LIGUSTRUM JAPONICUM	LIGUSTRUM

MAG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA
MPS	MURRAYA PANICULATA 'LAKEVIEW'	ORANGE JASMINE
TA	TABEBUIA ARGENTEA	YELLOW TABEBUIA
TI	TABEBUIA IMPETIGINOSA	PURPLE TRUMPET 'IMPI'
TU	TIBOUCHINA URVILLEANA	GLORYBUSH

### **PALM TREES**

<b>SYMBOL</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>
SP*	SABAL PALMETTO	SABAL PALM
AR	SYAGRUS ROMANANZOFFIANUM	QUEEN PALM
CH	CHAMEROPS HUMILUS	EUROPEAN FAN PALM
CN	COCOS NUCIFERRA "MAYPAN"	COCONUT PALM
PEA	PTYCHOSPERMA ELEGANS	ALEXANDER PALM
PR	PHOENIX ROEBELINI	PYGMY DATE PALM
RE*	ROYSTONEA ELATA	FLORIDA ROYAL PALM
VM	VEITCHIA MERRILLII-ADONIDIA	CHRISTMAS PALM
WB	WODYETIA BIFURCATA	FOXTAIL PALM

### **SMALL TREES / LARGE SHRUBS / ACCENTS**

<b>SYMBOL</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>
AH	ALLAMANDA CATH 'HENDERSONII DWARF'	DWARF ALLAMANDA
CI*	CHRYSOBALANIUS ICACO	COCOPLUM
CL*	CRINUM ASIATICUM	CRINUM LILY
CU*	COCOLOBIA UVIFERA	SEAGRAPE
CV	CODIAEUM VARIEGATUM 'PETRA & CORKSCREW'	CROTONS
HRS	HIBISCUS STANDARD	HIBISCUS TREE
IX	IXORA 'NORA GRANT'	PINK IXORA
JM	JASMINUM MULTI FLORUM	DOWNY JASMINE
MG	MYRSINE GUIANENSIS	MYRSINE
MP	MURRAYA PANICULATA LAKEVIEW	ORANGE JASMINE
PA	PLUMBAGO "IMPERIAL BLUE"	PLUMBAGO IMPERIAL BLUE
PM	PODOCARPUS MAKI	PODOCARPUS "MAKI"
SAV	SCHEFFLERA ARBORICOLA "TRINETTE"	DWARF VARIEGATED SCHEFFLERA
VA	VIBURNUM AWABUKI	AWABUKI VIBURNUM
VS	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM
ZM	ZAMIA FURFURACEA	MEXICAN ZAMIA

### **LOW SHRUBS / GROUND COVER / VINES**

<b>SYMBOL</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>
*IV	ILEX VOMITORIA	DWARF YAUPON HOLLY
EU	EUPHORBIA MILLI "ROSY" (PINK)	DWARF CROWN OF THORNS
FG	PLUMBAGO "IMPERIAL BLUE"	BLUE PLUMBAGO
JP	PODOCARPUS "PRINGLES"	DWARF PODOCARPUS "PRINGLES"
PMD	RHAPHIOLEPIS INDICA	INDIAN HAWTHORNE
RI	SPARTINA BAKERI (Common Area Only)	SAND CORDGRASS (Common Area)

Note: Asterisk (\*) indicates Florida native plant material

## **LIGHTING**

All additional exterior lights or lighting modifications must be approved by the ACC, prior to implementation. No lights may be installed that will interfere with landscape maintenance services, and the Association bears no responsibility for any damage to lights, such as ground-based lights. Holiday lighting is governed by Martinique's Rules and Regulations.

## **MOBILE BASKETBALL HOOPS**

Basketball hoops and other recreational equipment are not permitted to be attached to any home, garage, or structure. Such equipment may not be placed in a manner that will interfere with any Road (roadway, street, alleyway) traffic. Refer to Martinique's Rules and Regulations for location and other requirements applicable to mobile basketball hoops.

## **NATURAL CONCRETE**

Natural concrete road, sidewalk and walkway pavement may not be stained or painted.

## **PATIO / PORCH FLOOR**

Owner may re-paint their porch and/or patio floor but must ensure it is the same color, texture and sheen as provided by the original builder of the home, or otherwise approved in writing by the ACC. The installation of tile on the porch and/or patio floor(s) requires ACC approval. Tile must match, as closely as possible, the color of the original builder's painted floor, representing the Community-Wide-Standard color (ivory/cream). Owner shall include an exact sample of the tile proposed to be installed when submitting the ACC application request.

## **PLAYGROUND EQUIPMENT**

Requires ACC approval. Playground equipment may only be installed in the rear or side yard of Single-Family homes and Custom Homes and shall meet the conditions specified herein. Such equipment is required to be screened from view from any Road, other Lot, or Common Area, with privacy fencing or sufficient privacy landscaping. Equipment must be located at least ten (10) feet inside the perimeter lines of such privacy fencing or hedging. Owner must specify in the ACC application what additional fencing or landscaping they propose for that purpose, the location, and the height. Playground equipment height may not exceed twelve (12) feet from ground to top. If a rooftop (hard or soft) is installed, it must be an earth tone only (i.e. tan, cream, brown). When applying for approval of such equipment, Owner must provide a dimensional drawing of the unit and indicate on the survey where it is intended to be located. A picture (i.e. brochure) of the unit must be included and the rooftop color accurately shown. Equipment must be securely anchored and installed according to manufacturer's specifications. If a hardtop roof is installed, Owner is required to remove that roof from the unit and store indoors, whenever a severe weather warning is issued (i.e. hurricane warning) and may not reinstall the roof until such severe weather condition has been declared over.

## **POOL CONSTRUCTION**

Requires ACC approval. When installing a swimming pool, Owner shall, at Owner's sole cost and responsibility, contact Martinique's contracted irrigation company prior to the start of any excavation work, so the irrigation company may perform the modification work necessary to ensure irrigation is rerouted and capped off properly, and that no main lines shall be disturbed. The swimming pool must be located within the "footprint" of the home and shall not extend in a manner that allows viewing of

the pool from the front perimeter lines of property. Pool gate(s) are required to open outward (away from pool) and to have an automatic swing closure and latching mechanism. The gate release must be located at least 54" high from the bottom of the gate, to avoid the reach of small children. Owner must follow all setback requirements and other applicable building codes and requirements via the permitting process.

### **PRESSURE WASHING OR CLEANING**

Pressure cleaning or washing of the exterior of a home does not require ACC approval, but does require care to ensure no damage to the paint/finish/structure occurs. Any and all such damage would be Owner's responsibility.

### **PROPANE TANK POOL HEATERS & PERMANENT (INSTALLED) GENERATORS**

Requires ACC approval. Martinique requires that all propane tank pool heaters be located "underground". Installed generators must be located outdoors and be in accordance with all requirements of the Town of Jupiter and applicable laws. Equipment must be shielded from view from any Road or other Lot, either behind privacy fencing or with appropriate hedging from the Approved Martinique Plant List specified herein. Examples of approved privacy hedging include: Cocoplum, Podocarpus Maki, Trinette, etc.

### **SATELLITE DISH AND/OR ANTENNA**

Requires ACC approval. Except as may be permitted by Federal and/or State law, and in accordance with the governing documents, no exterior antennas, aerials, satellite dishes or other apparatus shall be placed, allowed, or maintained on any portion of the Property, including any Unit, without the prior written approval of the ACC. Satellite dishes approved by the Board shall be the smallest required to receive an acceptable signal and in no event greater than one (1) meter in diameter and shall not be installed onto any area of the home structure, structure, unless otherwise necessary to obtain reception of an acceptable quality signal. To the extent that same may be accomplished without impairing reception of an acceptable quality signal, unreasonably preventing or delaying installation, maintenance or use of a satellite dish, or unreasonably increasing the cost of installing, maintain or using a satellite dish, the satellite dish shall be placed in a location which minimizes its visibility from the Common Area, streets, alleyways and any other Lots and Units, and shall be **screened from view** by the Owner with approved landscaping, at the Owner's cost. The Owner shall be responsible for promptly removing their satellite dish when it's no longer in active use.

### **SCREEN DOORS**

Adding a screen door to an existing door or screened patio requires ACC approval. Application must include adequate detail on design, location, color of frame, frame material, color of screen, and appearance (i.e. picture, brochure, etc.) to provide an accurate picture of what is being requested.

### **SCREEN ENCLOSURES**

Requires ACC approval. Must be constructed of all white aluminum and have charcoal screening. Screen enclosures are not allowed to extend beyond property lines nor into Zero Line Easements.

## **SIGNAGE**

Governed by Martinique's Rules and Regulations.

### **SOLAR PANELS / ENERGY CONSERVATION EQUIPMENT**

Requires ACC approval. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of the structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than the solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

### **WATER STRUCTURES**

Requires ACC approval. All water structures must not be visible from any Road or other Lot, and are not permitted to extend higher than the 5' privacy portion of a fence. Such structures must not represent a noise nuisance.

### **WINDOW COVERINGS**

All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have white backing. Any other requests require ACC review and approval. Sheets, blankets, towels, flags, paper or other such items and materials are prohibited to be hung from such areas.

### **IMPACT GLASS WINDOWS/DOORS**

The replacement of windows, such as with impact-resistant windows, requires ACC approval. The frame of the window must remain aluminum to reinforce the integrity of the window. The change must be undetectable from original design, when viewed from the exterior of the Unit, and therefore, must have the same mullions (vertical and horizontal grids, if applicable) and be of the same size, dimensions, color, clarity, framing materials, etc. Application must include specific details on which windows are to be replaced, window specifications, design, appearance, etc.

## **SUMMARY OF PROCEDURES**

### **HOW TO MAKE APPLICATION TO THE ACC**

Architectural Change Application Forms ("ACC Application") may be obtained online at Martinique's website [www.mymartiniquehoa.com](http://www.mymartiniquehoa.com) or by emailing your request to the Property Management Representative. Completed ACC applications must include all required documentation and information, and may be hand delivered or emailed to the on-site Property Management Representative at the Clubhouse located at 1812 Dakota Drive. All documents are to be no larger than legal size to allow for scanning. Please note, should you choose to email your application, the Association will not accept

responsibility for non-receipt. Therefore, if emailing your application, make certain to obtain confirmation of receipt from the Property Management Representative.

### **SITE PLAN**

A site or property survey must be included with the application showing the location of existing structures and the boundaries of the Lot. Proposed changes or additions must be clearly indicated, including dimensions and distances from the home and adjacent properties. Landscaping changes must be indicated as well.

### **DRAWINGS AND PHOTOGRAPHS**

A graphic description of the request should be provided. This may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal.

### **PERMITS**

Upon receiving approval from the ACC, the applicant's request for modification may require a permit be obtained from the Town of Jupiter or other governmental authorities. The Applicant is fully responsible for obtaining all required permit(s) and other regulatory approval(s). The ACC will make no determination as to the need for a permit.

### **THIRD PARTY COMMENTS**

Written comments from neighbors and other residents concerning proposed changes may be furnished to the ACC. These comments will be considered during the review process. The ACC will make its decisions based on standards set forth in the Declaration and further described in these Architectural Guidelines.

### **ABACOA PROPERTY OWNERS ASSEMBLY**

The Abacoa Property Owners' Assembly, Inc. (the "Abacoa POA") has the right to approve and/or reject applications that have been approved by the ACC.

### **SECURITY DEPOSIT REQUIRED**

No construction shall be commenced unless and until a returnable "Debris Deposit" (commonly referred to as a "security deposit") of \$1,000 has been posted by the Owner with the Association. This deposit shall be used to correct damage to common areas and Association-owned roadways resulting from such construction activity. If no damage occurs, the Security Deposit will be refunded to Owner.

# ARCHITECTURAL CHANGE APPLICATION FORM

Martinique Homeowners Association, Inc.  
c/o Harbor Management of South Florida, Inc.  
641 University Blvd., Suite 205, Jupiter, Florida 33458  
Office: 561-935-9366 Email: [admin@harborfla.com](mailto:admin@harborfla.com)

\_\_\_\_\_  
Name of Applicant(s)/Homeowner(s)

\_\_\_\_\_  
Address of Unit

\_\_\_\_\_  
Address of Applicant (if different)

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

## DESCRIPTION OF ADDITION, CHANGE, MODIFICATION, INC.

Submit one (1) copy of this Architectural Change Application Form for all proposed additions, exterior alterations, modifications, and/or other improvements of any Unit or Lot, accompanied (where appropriate) by floor plans, exterior elevations (all views), property survey, specifications, and site plans (showing applicable setbacks, dimensions from property lines to proposed structures, etc.). In addition, submissions must specify proposed colors, and patterns, materials to be used, and all other information necessary for the Architectural Control Committee (ACC) and the Town of Jupiter (when involved) to make an informed decision. If all required information is not received with the application, the ACC will automatically reject the application until all requested information is received. Refer to the Architectural Guidelines and governing documents for additional obligations and requirements.

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

**The undersigned acknowledges that he/she has read, understands, accepts and agrees to abide by the provisions, obligations and requirements set forth herein, and in Martinique's governing documents, and the Architectural Guidelines, available at [www.mymartinique.com](http://www.mymartinique.com) (or by contacting Harbor Management). The undersigned agrees that no work shall be started until written ACC approval is received.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

## CONDITIONS OF APPROVAL:

1. All required permits must be obtained and displayed by homeowner prior to work beginning.
2. Application is to include a copy of Contractor's Occupational License for Palm Beach County, and a copy of Contractor's Certificate of Insurance (COI) listing Martinique Homeowner's Association, Inc., as "additional insured".
3. A \$1,000.00 deposit is required in the event damage occurs to common areas from any party doing work (i.e. concrete work, paver repairs, demolition, installation of any building or structure (temporary or permanent), new/modified storm shutters, fencing, solar panels, windows, swimming pool construction (or resurfacing/ renovation), screen enclosures, satellite dishes, installation of pool equipment (replacement of existing pool equipment within the same footprint and height does not require ACC approval), generators (new or replacement), installed propane tanks (new or replacement), other equipment, landscaping modifications, projects requiring digging, etc.). Deposit is refundable when Association Manager confirms all common areas, Association-owned roadways, and landscaping are restored to their original state.
4. Hours for excavation, demolition, erection, or alteration work are 7AM-8PM (Monday-Friday) and 8AM - 4 PM (Saturday). No Sundays.
5. All exterior aluminum for screen enclosures must be white. All screening must be charcoal color.
6. Accordion shutters shall be white. Shutter boxes, tracks and hardware shall be white or painted to match the adjacent home exterior wall color. All shutter hardware, including but not limited to, boxes and tracks, must be mounted in the least obtrusive manner possible.
7. Exterior paint: All paint colors must match the original design of the home for each portion of the exterior to be painted, including color, sheen and texture. Spraying of paint is prohibited.
8. For projects requiring digging: (a) Call 811 prior to any digging to have underground utility lines marked, and (b) Contact the Association's contracted irrigation company, prior to commencing any Lot excavation. Any rerouting or modification to the irrigation lines or system must be performed by the Association's contracted irrigation company at homeowner's expense.
9. Landscaping changes require ACC approval. Homeowner is responsible for maintaining and trimming all additional landscaping (added from original design). Additional landscaping materials may not encroach on neighboring properties or common areas.
10. Pool equipment, air conditioning equipment, generators, satellite dishes (with tops no higher than 36" above ground), and other ground-based structures are to be screened from view with hedge plantings chosen from the Association's list of approved hedging, and shall be planted 30" high and 18" on center at time of installation.
11. Roof-mounted solar panels must be a harmonious part of the architectural design and must meet the requirements specified in the "Declaration of Covenants, Conditions and Restrictions". Roof warranty may be voided with this type of installation.

**DECISION / CONDITIONS:** \_\_\_\_\_

ACC/Board Signature \_\_\_\_\_ [ ] Approved [ ] Rejected Date \_\_\_\_\_  
ACC/Board Signature \_\_\_\_\_ [ ] Approved [ ] Rejected Date \_\_\_\_\_  
ACC/Board Signature \_\_\_\_\_ [ ] Approved [ ] Rejected Date \_\_\_\_\_



## Memorandum

To: Board of Directors, Martinique Homeowners Association, Inc.  
From: Matthew R. Kamula, Esq.  
CC: Amanda Coffey, LCAM, Harbor Management of South Florida, Inc.  
Date: May 26, 2022  
Re: Legal Opinion on Zero Lot Line Homes and Zero Line Easements; Use of Zero Line Easements

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**Issue:** The Board has requested a legal opinion and clarification of what a Zero Lot Line Home is, what a Zero Line Easement is, and how both are interpreted under the Declaration of Covenants, Conditions, and Restrictions for Martinique relative to when adjacent homeowners can access and enter the Zero Line Easement and under what circumstances.

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### **Analysis:**

The answer to all of the above issues can be found in Article VIII.2.B. *et seq.* of the Declaration of Covenants, Conditions, and Restrictions for Martinique and Exhibit “E” attached thereto. Exhibit “E” is part of the original Declaration and is specifically referenced in Article VIII. The Exhibit “E” attached has been color-coded for ease of reference and understanding of this matter.

Pursuant to the Declaration, Single Family Homes with garage access on an ally in Martinique are “zero lot line homes.” A zero lot line home is constructed with one wall on the lot line or abutting a small easement located on the lot line. On Exhibit “E” the “small” Zero Line Easement is depicted in the yellow shaded area and runs in width from the Property Line (shown in green) to the Lot Perimeter Wall shown in blue. The easement is three (3) feet and one (1) inch in width. Exhibit “E” shows the Lot Perimeter Wall “abutting” the Zero Line Easement, not on the lot line. (Article VIII.2.B.i). The Lot Perimeter Wall “shall be defined to mean and refer to that exterior wall of an Alley Home which is located approximately three feet and one inch (3 ft. 1 in.) from the lot line or boundary.” (Article VIII.2.B.i).

“The Zero Line Easement is in favor of the Owner of the Lot Immediately adjacent to the easement.” (Article VIII.2.B.i.a.) On Exhibit “E”, the Zero Line Easement is in favor Lot “X”. “The Zero Line Easement is a result of building code requirements, which disallow a Lot Owner’s roof from overhanging property which is not owned in fee by the Lot Owner. On Exhibit “E”, Lot “Y’s” roof overhang is shown in the red shaded area.

“The Owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement.” (Article VIII.2.B.i.b.). In Exhibit “E”, Lot “X” is the “grantee” of the Zero Line Easement and in whose favor the easement runs.

The Declaration is very specific as to whom can access and not access the Zero Line Easement and under what circumstances. Pursuant to Article VIII.2.B.i.b., “[t]he

Association and the grantee are hereby granted the exclusive right to use and maintain real property within the Zero Line Easement.” Thus, in Exhibit “E”, only the Association and the Owner of Lot “X” (i.e., the grantee of the easement) may access the area of the easement.

Furthermore, the Declaration specifically provides in Article VIII.2.B.i.c. that “[t]he Zero Line Easement Area may be used by the Association and the grantee for landscaping and irrigation purposes, for Lot Perimeter Wall maintenance as described herein, and may be enclosed by the grantee with fencing approved the Association.” The only specific actions that must not take place in the easement are as follows: “No irrigation shall be permitted within the Zero Line Easement which could damage the Lot Perimeter Wall or roof of the Alley Home abutting the Zero Line Easement.” Accordingly, using Exhibit “E”, the Owner of Lot “X” is prohibited from installing irrigation elements that would cause damage to the home on Lot “Y”.

The right of access is important in several respects pursuant to the Declaration. The Declaration states “[e]ach Alley Home Owner shall maintain the exterior of his Single Family Home, including the walls (however, excluding the “Lot Perimeter Wall” ...), ... in good condition and repair. [Emphasis supplied.] This provision puts the maintenance burden of all walls except the Lot Perimeter Wall on the Owner whose home abuts the Zero Line Easement. In Exhibit “E”, the Owner of Lot “Y” must maintain all walls except the Lot Perimeter Wall as shown in blue. Pursuant to Article VIII.2.B.iii. “Lot Perimeter Wall Maintenance”, “[m]aintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the Alley Home adjacent to the Lot Perimeter Wall. The adjacent Alley Home Owner shall have an easement over that portion of the adjacent lot on which a Lot Perimeter Wall has been located, ..., in order to maintain and to make superficial repairs to said Lot Perimeter Wall.” [Emphasis added.] Accordingly, in Exhibit “E”, the Owner of Lot “X” is obligated to maintain the Lot Perimeter Wall which is actually part of the home on Lot “Y”. Notice that the Zero Line Easement is mentioned to allow for such repairs.

The other reason why the right of access is important is because the Declaration specifically states that “[t]he Owner of the Lot on which the Zero Line Easement is located shall not be permitted to use or to maintain the real property within the Zero Line Easement, (except for roof overhang) however, in the event of damage to his Single Family Home, the Owner of the Lot on which the Zero Line Easement is located may enter upon the real property subject to the Zero Line Easement to perform repairs and replacements to his Alley Home.” (Article VIII.B.i.b.). Accordingly, in Exhibit “E”, the Owner of Lot “Y” is specifically prohibited from accessing and using the area within the easement. The Declaration unequivocally allows only two limited circumstances whereby the Owner on whose Lot the easement is located may access and enter the area within the easement, those being: 1) when maintenance needs to be performed to the “roof overhang” and 2) when damage occurs to the home. Accordingly, from Exhibit “E”, the Owner of Lot “Y” may not enter the easement area at any other times or for any other purposes.

**CONCLUSION:**

Using Exhibit “E” as the guide, the Owner of Lot “Y” is prohibited from accessing the property within the Zero Line Easement at all times except when maintenance to the roof overhang needs to be performed or when damage occurs to the home on Lot “Y”. Accordingly, it does not appear that the Owner of Lot “Y” is permitted to access the easement area for any other than the stated purposes. Strictly read, the Owner of Lot “Y” has no authority to enter this area except as specifically stated in the Declaration.

The Owner of Lot “X”, along with the Association, is given “the exclusive right to use and maintain the real property with the Zero Line Easement.” Moreover, the Owner of Lot “X” being the grantee of the easement can also enclose the easement with fencing approved by the Association.

Since the Declaration provides specifics as to who can access the easement area and when they may access it, the Board would have to engage the amendment process of the Declaration if the Board/Association wishes to insert additional carve out exceptions for such access. The Board would not be able to promulgate a rule or regulation on this subject as the area in question is not “common area” subject to the jurisdiction of the Board rule making authority.

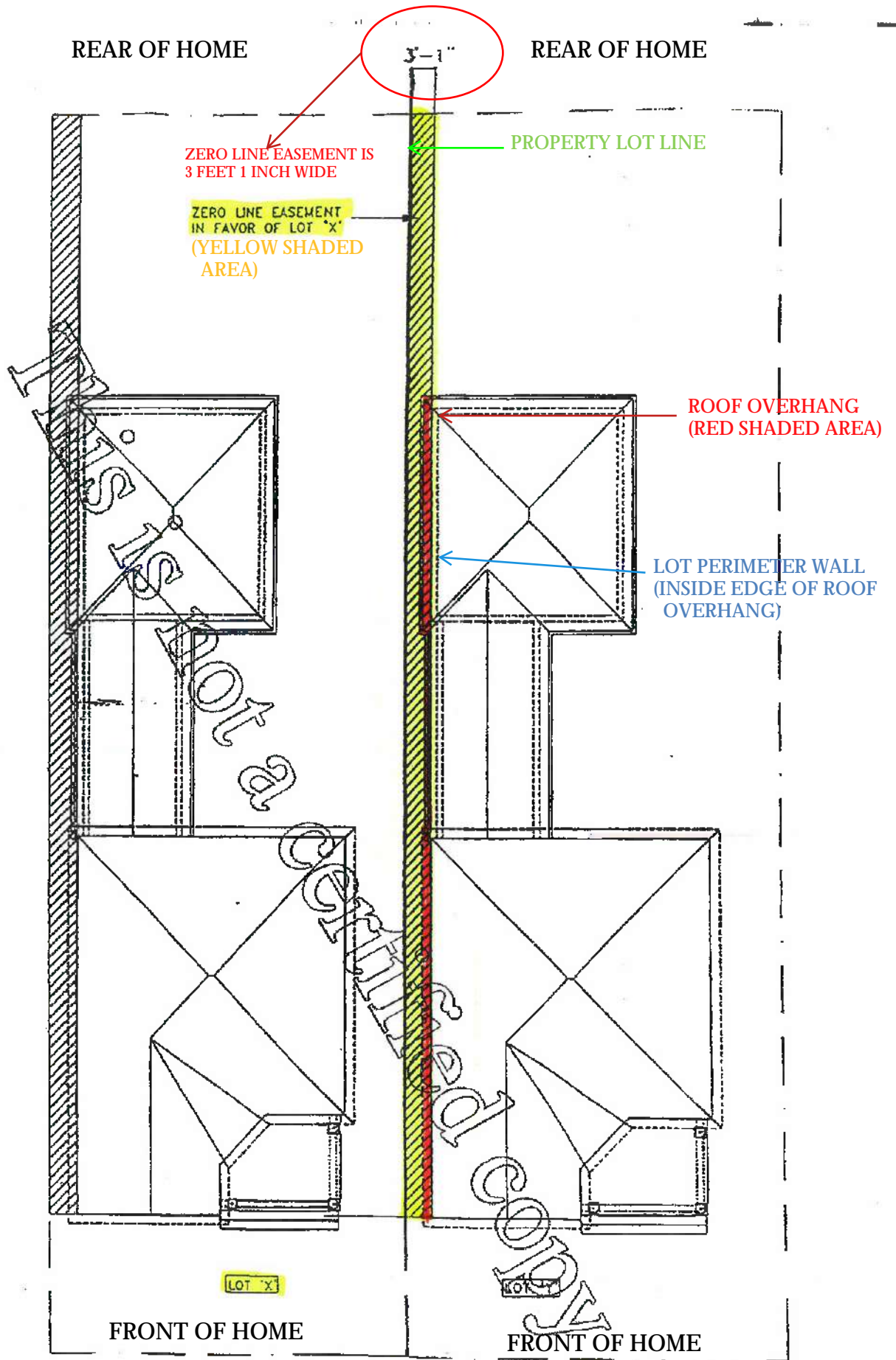


Exhibit E  
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