

RULES AND REGULATIONS ~ MALLORY CREEK HOA, INC.

The owners, occupants, lessees, invitees and/or guest of each Lot shall abide by all terms and provision of the Declaration of Covenants, Conditions and Restrictions, Rules and Regulations, provisions of the Articles of Incorporation, and By-Laws of Mallory Creek HOA, as well as those of the Abacoa Property Owners Association, (APOA). Any violations and/or noncompliance, will be subject to penalties and fees according to State Statute 720.

1. The owners must apply to the Association and Management, in writing, thirty days (30) in advance, of his/ her intention to sell or lease their unit. A copy of the contract or lease must accompany the Association's application package, along with the application fee, prior to the issuance of the certificate of approval.
2. The owners must inform the Association and Management, in writing, in advance, if a family member, guest over the age of twenty-one (21), will be residing in the home longer than thirty (30) consecutive days. Family members or guests on extended stays must be a registered occupant listed with the Association. An authorization letter between both parties, owner, and guest, along with the Mallory Creek extended stay form needs to be submitted to the Association and Management for filing. If the family member or guest stays longer than ninety days (90) they must go through the application process for record.
3. If the family member or guest is not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove any lease at any time during the leasehold tenancy, including non-renewal of the lease for the forthcoming year.
4. All pets shall be registered with the Association within thirty (30) days of moving into Mallory Creek or when acquiring a pet thereafter. Registration includes name, breed, date of birth, a photo, and a copy of shot records. Owners are responsible for ensuring that all documentation is submitted for tenants with a pet.
5. No owners, occupants, lessees, or guest shall be permitted to maintain in his/her unit a bull terrier (pit bull or mix), or any dog or dogs of mean or violent temperament or otherwise evidencing such temperament. Violations may result in removal of the animal according to the Governing Documents. All pets must be under leash in common areas, sidewalks, and streets. Owners are required to clean up after their pets. Offenders of these rules will be fined.
6. No bicycles, tricycles, scooters, baby strollers or other similar vehicles or toys shall be allowed to remain in the Common Areas. Only moveable basketball hoops are permitted on residents' properties and only on the rear of the property, not protruding into alleyway. No hoops, soccer goals or any such sport items are allowed on common area. The walkways, bridges, sidewalks, and streets shall not be obstructed. Swimming, diving, boating and/or paddle boards are not allowed in the lakes. Fishing is permitted. Catch and release is encouraged.
7. Any damage to the common areas, amenities, property, or equipment of the Association caused by any owners, their occupants, lessees, invitees and/or guest, shall have their key fob automatically deactivated for thirty days (30), and a hundred dollar fine imposed (\$100). The Association will repair and / or replace at the owner's expense.
8. An owner will not park or position his vehicle prevents access to another Lot. The owners, occupants, lessees, and/or guest will obey the posted parking and traffic regulations for the safety and welfare of all owners. No owner or lessee is allowed to assemble, disassemble, or repair motor vehicles, except within his garage. Each Owner or lessee shall be required to keep their driveway clean of any oil or other fluid discharged by his motor vehicle.
9. No garage doors shall remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.

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10. Except as may be permitted in accordance with the Declaration, no transmitting or receiving aerial or antenna shall be attached to or hung from any part of a Lot or the Common Areas.
11. All garbage and refuse from the lots shall be deposited with care in each owner's private garbage containers on the correct days of the week for pickup and removal. Containers shall not be visible from the roads or from adjoining units when not positioned for pick up. No garbage or refuse shall be deposited in any Common Area for any reason. No littering shall be permitted on the Association Property.
12. Owners are responsible for the maintenance and replacement of any vegetation they or the previous owners planted, that were not part of the original landscape plan. Addition or replacement, including trees, require an ARC application and approval. Annual flowers must be removed when no longer viable. Planting in the tree rings is prohibited. There shall be no pruning of trees or palms in common areas. All pruning of trees or plants on owner's lots must be consistent with HOA, Town of Jupiter and Palm Beach County guidelines and codes. No topping, hat racking or lion tailing is permitted.
13. Upon issuance of named storm warning by the authorities, owners are required to remove and/or secure materials that could be swept away by wind. If you are a seasonal owner, arrangements to remove and/or secure materials around the home, is your responsibility. In your absence, you must provide the HOA with contact information of the person who will carry out these responsibilities. Shutters must be opened or removed within five (5) days of a "watch or warning" being lifted.
14. Complaints regarding the management of the Association property, or regarding the actions of other owners, occupants, lessees, and/or guest shall be made in writing to the Association and shall be signed by the complaining lot owner.
15. All owners, occupants, lessees, invitees and/or guest shall comply with the Use Restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions. Violations of such can incur up to a \$1000 fine. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board. These Rules and Regulations may be modified, added to, or repealed in accordance with the By-Laws of the Association.

By Resolution of the Board of Directors of Mallory Creek Homeowners Association, Inc.

Signature is required.

By **signing** this document, I/WE

Do hereby acknowledge on _____ day of _____ month of 20_____

have read, understand, and agree to abide by the Declaration of Covenants, Conditions and Restrictions, Bi - Laws and Rules and Regulations for the Mallory Creek Homeowners Association.