

PORT ANTIGUA

**AT CORAL BAY
HOMEOWNERS ASSOCIATION, INC.**

RULES AND REGULATIONS

(Plain Language)

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PLEASE NOTE:

We have four Architectural Review Committee Forms (ARCs) that are described in Section IV. Required Procedures for Making Improvements. They are the Paint ARC, the Re-roofing ARC, the Driveway Resurfacing and/or Expansion ARC, and the General ARC (for all other projects).

Rather than including copies in this document, you can obtain a copy, when you need it, either directly from the Port Antigua web site: **portantiguahoa.com/forms** or by contacting the management company. This will ensure that you are using the latest version.

I. Background

Port Antigua is one of eight homeowners' associations that exist within the Coral Bay Community Development District (the "CDD" or "District"). The responsibilities of the CDD and the individual Homeowners' Association differ.

- Homeowners' Associations (also called "H O A's", "Village Associations", "Associations", or "Villages") are established by a Developer primarily to maintain the established "look of the neighborhood", as the developer created it, and thereby protect the property values. Within the CDD, each H O A has its own set of governing documents, that were created and legally filed by the Developer. Each H O A is responsible for maintaining and enforcing their set of governing documents. Those governing documents are the "Declaration of Covenants, Conditions, and Restrictions" (referred to as the "Declarations" or "C C & Rs"), the "Articles of Incorporation" and the "By-Laws".
- In contrast, the CDD is responsible for maintaining Coral Bay's common areas. The CDD has its own set of documents that govern CDD property.

Further information on what a CDD is, as well as the legal documents for the CDD, H O A Management Company contact information, and the H O A web site address may be found on the CDD web site, www.coralbaycdd.com.

By contrast, in addition to the H O A information on the CDD web site, the H O A web site, www.portantiguahoa.com, contains all of the H O A legal documents, forms that must be submitted prior to any **exterior** work on your property, and other information specific to Port Antigua. All documents and forms may also be obtained contacting Port Antigua H O A Management either via email or by calling their office.

Since we are located within the City of Margate in Broward County in the State of Florida, there are rules, codes and/or restrictions enacted by each of these governmental entities that will apply to the H O A, as well. At times the H O A may reference these, may send out a 'Notice to Comply' and/or report said violation, which are enforceable by those governmental agencies. For example, Margate's regulations can be found by visiting <https://margatefl.com/>, selecting the Government tab, selecting City Clerk, and then selecting City Code. These regulations cover items such as landscaping maintenance and fence construction.

Furthermore, Florida State Statutes located at <http://www.leg.state.fl.us/Statutes> contain a chapter on H O A's (Title XL Real and Personal Property, Chapter 720 Homeowners Associations) and a chapter on CDD's (Title XIII Planning and Development, Chapter 190 Community Development Districts).

PLEASE NOTE: THE EXAMPLES FROM THE DOCUMENTS OF THESE OTHER GOVERNMENT ENTITIES THAT ARE REFERENCED IN THIS DOCUMENT ARE NOT MEANT TO BE A COMPLETE LIST OF ALL OF THEIR RULES, REGULATIONS AND RESTRICTIONS. THEY SIMPLY COVER THE MORE FREQUENT AREAS THAT HAVE BEEN ASKED ABOUT. FOR YOUR OWN BENEFIT AND COMPLETE AWARENESS, YOU SHOULD REVIEW THESE OTHER DOCUMENTS YOURSELVES.

II. Introduction

The purpose of this document is to provide, in easy to read language, the rules pertaining to owners and the properties within our H O A, and where it applies, to their renters and guests. It is meant to handle the majority and most frequently addressed items. The rules in this document have been extracted from the H O A legal documents, mostly from the Declarations. For each of the rules, the relevant section in the Declarations has been noted. Some of the rules are explicit and others are clearly implied.

The Declarations' ARTICLE 7 USE STANDARDS AND RESTRICTIONS define the general standard for the overall appearance of the Village. In summary, it states that:

- "All Improvements shall be kept (maintained) in a clean, neat and attractive condition consistent **with the general appearance of the Village** (as more particularly set forth from time to time in the Rules and Regulations)." - see Section 7.2.
- "All Improvements shall comply with all applicable minimum standards established by the Village Association, the CDD and zoning laws." - see Section 7.1. (NOTE: the word "improvement" is defined as both the original structure and land enhancements and whatever improvements are made afterwards).

The Declarations' ARTICLE 8 PARTICULAR RESTRICTIONS RULES AND REGULATIONS further define both the standards, and the need to obtain PRIOR approval for **all external visible changes**, by stating that:

"No building, fence, screen enclosure, wall, or other structure shall be erected or maintained, nor shall any exterior addition, change or alteration be made, unless consistent with the general aesthetics of the Community and unless and until plans and specifications showing the details (including shape, height, materials, color and location) have been submitted and approved by the Architectural Review Committee." - see Section 8.4.

In addition, an attempt has also been made to note any relevant CDD Rules, City of Margate Municipal Code, or State Statute. However these references may not be complete, and you are therefore urged to read those legal documents to address any other questions you may have. Furthermore, every effort has been made to insure that these rules are consistent with Port Antigua's governing documents. However, if there is a conflict between this document and the governing documents (including those from the City or State), then those other documents shall rule.

Lastly, and as importantly, constructive feedback is welcome and will allow the Board to modify this document and improve it from time to time.

III. Rules and Regulations by Category

NOTE: NO CHANGES TO THE **EXTERIOR** OF THE HOME OR TO THE PROPERTY MAY BE MADE WITHOUT PRIOR ARCHITECTURAL REVIEW FORM APPROVAL. THE GOVERNING DOCUMENTS DO NOT COVER, NOR ARE THEY MEANT TO COVER, THE INTERIOR OF THE HOME.

A. Homes and Related Structures

- Annual H O A assessment (and any H O A-wide or individual special assessments that may be levied) shall be paid by the date provided on the notice. - (Declarations, Section 6.2).
- The exterior of homes shall be maintained in a neat and attractive condition at all times, must be in good repair, and must be free of dirt, mold or mildew. Such maintenance includes but is not limited to exterior walls, roof, fences, windows, driveways, patios and improvements to the exterior of the home. For example, rotted stucco, fascia, wood, or trim on the homes shall be repaired or replaced. - (Declarations, Section 7.2).
- The exterior paint colors of the homes shall be one of the standard color combinations listed on the Paint ARC form. - (Declarations, Section 8.9).
- The roof tiles shall be one of the standard tiles listed on the Re-Roofing ARC form. - (Declarations, Section 8.9).
- The fence must be in either the shadowbox or the stockade design and made from unpainted wood. Staining may be used providing it is clear or of a similar color to the original wood. Replacement fencing must be placed in the same location as the original fencing. - (Declarations, Section 8.9).
(**NOTE**: The construction must conform to the shadowbox or stockade fence specifications set forth in the Margate Municipal Code.)
- Mailboxes shall be maintained in a neat and attractive condition at all times. Replacement mailboxes must only be in the Association standard style and white in color.
(**NOTE 1**: This standard mailbox is available at Home Depot or Lowe's.)
(**NOTE 2**: Per US Post Office standards, the box or house number on a mailbox must be represented in contrasting colored numbers that are at least 3 inches tall and must be positioned on the front or flag side of the box. Mailboxes must be placed 6 to 8 inches away from the curb and the bottom of the slot or door must be 41 to 45 inches above the ground.)
- Aluminum foil or any reflective material must not be placed on either the interior or exterior surface of any exterior window or glass door. - (Declarations, Section 8.12).

- Installation of storm shutters requires prior approval. Those shutters must be of the standard approved type, style and color, and must be consistent with the general look in the Village. The alternative shutter types are panels that require installation and removal, and permanent accordion shutters. - (Declarations, Section 8.12).
NOTE: Furthermore, there are City of Margate rules that they enforce regarding when removable shutters may be put up and taken down. They state that any device (including wood or approved hurricane shutters) used for the securing of a property during a declared hurricane or tropical storm shall be removed no later than ten (10) days after the lifting of any hurricane or tropical storm warning or watch. This provision may be suspended by the City Manager in the event that the posting of any other storm warnings or watches are imminent. (Margate ARTICLE XXIII. PROPERTY MAINTENANCE STANDARDS Section 23.12))
- Any exterior lighting (over and above the lighting originally provided for the Unit) requires prior approval. - (Declarations, Section 8.13)
- Any and all swimming pools, hot tubs and/or whirlpool baths to be constructed require prior approval, and must meet construction requirements. These requirements include ensuring that: (a) the material used is the type that has been thoroughly tested and accepted by the industry for such construction; (b) the location of the swimming pool, hot tub or whirlpool bath shall be acceptable; and (c) the screening does not extend beyond a line along the side walls of a Unit without it being determined to be absolutely necessary. - (Declarations, Section 8.16)
- For Units that are lakefront, the following additional provisions apply - (Declarations, Section 8.18):
 - No boathouse, dock, wharf, pilings or other structure of any kind shall be erected, placed, altered or maintained on the shores of Lake without the CDD's prior approval.
 - No solid or liquid waste, litter or other materials may be discharged into the Lake.
 - Each Owner shall maintain his Land or Unit to the water line of the adjacent Lake.
 - No Owner should undertake the performance of vegetation control; the CDD provides uniform water vegetation control for the District.

B. Driveways, Parking, and Automobiles

- Driveways may be left as natural concrete, painted in one of the approved colors, paved with one of the approved paver blocks, or resurfaced with a stamped patterns in a color tone similar to one of the approved paint colors, as shown on the "Driveway Resurfacing and/or Expansion ARC". - (Declarations, Section 8.9)
- Driveways must be maintained free of dirt, mold and mildew. Paver driveways and expansion joints in concrete driveways must be regularly treated to prevent weed growth. - (Declarations, Section 7.2)

- Parking is restricted to properly paved driveways and garages only. Vehicles may not park on any landscaped area or any sidewalk that is used by pedestrians.
(NOTE: The City of Margate has relevant Municipal Codes regarding fineable violations for creating dead grass areas due to constant parking on the grass. There are also State and Federal (A D A) Statutes regarding violations for blocking sidewalk access by parking either entirely or partially on the sidewalk.)
- With regard to widening the driveway, a Port Antigua Driveway Resurfacing and/or Expansion ARC Form must be submitted to H O A management PRIOR to construction. - (Declarations, Section 7.1).
(NOTE: The City of Margate has construction specifications that must be met, that a City of Margate construction permit must be also be obtained PRIOR to construction. Additionally, if you live on the side of the street with a sidewalk, permission must be obtained from the CDD in order to widen the driveway's apron (the part including the sidewalk and the swale, up to the street).
- No trucks (other than those for private use having a load capacity of one-half (1/2) ton or less), commercial vehicles, recreation vehicles, campers, boats, or boat trailers may be parked in the Village, except when kept in the garage. If such a vehicle is parked in the garage, the garage door must be kept closed. Commercial vehicles include, but are not limited to, i) pickup trucks which are Class 3 and above; ii) vehicles with racks, a cargo box located outside of the flatbed, or similar for carrying cargo; iii) vans which do not have passenger seats behind the driver or which do not have side windows behind the driver; or iv) vehicles that display permanent or removable lettering. - (Declarations, Section 8.11).
- No derelict or inoperable vehicle, or vehicle with an expired license tag, may be parked or kept in the community except when kept within the garage. If such a vehicle is parked in the garage, the garage door must be kept closed. This prohibition includes vehicles whose tires are either flat or removed and/or vehicles that are damaged to such an extent that they are not regularly driven. - (Declarations, Section 8.11).
- NOTE: The Coral Bay CDD has rules governing overnight parking on District Property. These rules may be found in Section 2 of the "Amended and Restated Rules Governing the Use of the Recreational and Other District Facilities of the Coral Bay Community Development District" or "Plain Language Parking Rules". Both are available on www.coralbaycdd.com in the CDD Rules tab, or by contacting the CDD Office.

C. Landscaping

- All exterior landscaping, including shrubbery, must be consistently maintained to the association's standards. Dead landscaping - including but not limited to lawns, trees, shrubs and flowers - should be removed and possibly replaced. - (Declarations, Section 7.2).

- The home's irrigation system must be maintained in working order. In the event that the system is non-existent or not operational, owners are expected to hand water their landscaping to ensure that it is properly maintained. - (Declarations, Section 7.2).

NOTE: In addition, Margate has an entire set of Municipal Codes related to the care, maintenance, and replacement of landscaping, as well as landscape violations. Per Margate code, the maintenance of the swale is also the responsibility of the adjacent property owner.

D. Miscellaneous Home-Related Items

- Trash, garbage and recyclables shall not be kept outside except in the sanitary containers supplied by the City of Margate. Additionally, the garbage and recycling receptacles may only be placed curbside after 5:00 pm on the evening before a scheduled pick-up day and should be removed within 12 hours after pick-up. The receptacles must not be stored in plain view at any other time. - (Declarations, Section 8.7).

- No trailers are allowed on any property in the Village - (Declarations, Section 8.4).

- No structure such as a shed, or storage container may be built, installed or used on a residential lot without PRIOR approval unless it is not visible from the street. This will be determined assuming that no more than six inches is visible for typical line of sight of a driver of standard mid-size vehicle. - (Declarations, Section 8.4).

NOTE: Those structures existing prior to the November 30, 2018 survey of all homes, have been documented in photographs. Regarding those existing structures, when there is a sale or rental of the Unit, the homeowner will need to "re-apply" for approval and bring the "structure" into compliance with the Declaration of Covenants.

- No doghouse, playhouse or similar structure shall be constructed in any part of the Village without PRIOR written approval even if not visible from the street - (Declarations, Section 8.4).
- While basketball hoops may be placed outside of the fenced-in yard while they are being used, they must be stored out of sight on a daily basis immediately after use.
- No outdoor clotheslines are permitted. - (Declarations, Section 8.4).
- Permanent statuary or other displays, excepting religious objects, shall be permitted outside of the fenced-in area only with prior written approval. Religious objects, being of a more personal and private nature, should be kept inside the fenced-in yard, and not be visible from the street. - (Declarations, Section 8.15).
- Holiday decorations should not be put up more than 6 weeks before and should be taken down within 3 weeks after the holiday; in no circumstances should decorations remain in place longer than 30 days after the holiday.

- No sign of any kind shall be permitted on any Residential Land or Unit except under the following situation:
 - If the unit is being sold, a maximum of only one “for sale” sign is permitted to be displayed. The size of the face of the sign shall be not larger than forty (40) square inches and the sign shall be attached to a supporting member driven into the ground not exceeding two (2) inches in diameter and not exceeding four (4) feet in height above the finished grade of the property. - (Declarations, Section 8.14).

E. Pets and Other Animals

- No more than two (2) household pets may be kept, provided that they not be kept, bred or maintained for any commercial purpose. Otherwise, no animals, livestock or poultry of any kind shall be raised, bred or kept in the Village. - (Declarations, Section 8.6).
- Owners and residents are responsible for maintaining their pets in a responsible manner and in accordance with local codes and ordinances. - (Declarations, Section 8.3).
- Pet owners must maintain their dogs on a leash at all times whenever anywhere outside of the home that is outside of the fenced-in yard. - (Declarations, Section 8.3).
- Pet owners must clean up after their pets and properly dispose of their waste. - (Declarations, Section 8.3).
NOTE: The CDD has provided disposal bags and sites. Please use them.
- Pets are not permitted to become a nuisance or disturbance to other residents. - (Declarations, Section 8.3).
 (NOTE: In addition, per City Ordinance 6-29 (Noisy Animals), if a barking dog presents a continuous problem, the dog owner can be reported to the city and can be cited.)
- Any dog that bites a person or another pet must be permanently removed from the Village after the first bite. - (Declarations, Section 8.20).
- Please note that dog leash and cleanup laws exist at both the City and County levels and are subject to enforcement by them. Dogs “at large” are prohibited in Broward County. (“At large” is defined as a dog not on its owner’s property, and not under the restraint or direct control, custody, charge or possession of the owner, or other responsible person.) If a dog is found to be on the property of another unit without that property owner’s consent, the dog may be humanely captured and confined. Additionally, Margate City Ordinance 6-31 states that you “must” immediately pick up after your dog when in defecates on any public or private property.

F. Use Restrictions

- No business or commercial enterprise shall be conducted at any unit in the Village where the conduct of such business is visible from the street. This includes businesses such as curbside or driveway automotive repair. - (Declarations, Section 8.2).
- No motorized boat or personal watercraft shall be operated on the Lake or lake shore without the prior written consent of the CDD. - (Declarations, Section 8.18).
- Nuisances - No noxious, offensive or unlawful activity shall be carried on within the Village nor shall anything be done in the Village which may be or may become an annoyance or nuisance to other Owners. - (Declarations, Section 8.3).

While this list of nuisance restrictions is not meant to be complete, it includes:

- No audio, visual or other entertainment equipment shall be heard at a level which can create a disturbance to neighbors.
- Any substance or material that emanates a foul or offensive smell must not be kept in any home or on any lot in the Village.
- Again, homes are not permitted to be used for any business enterprise that may create a nuisance or other negative impact on the community. Note that this includes home car repair businesses that produce oil spills and stains on the driveway and roadways.

(NOTE: If the situation cannot be resolved with your neighbor, chronic nuisances should be reported to the City of Margate Police Department. Repeated complaints may cause the situation and the offenders to be brought to court.)

- Common Courtesy - these actions may not fit this nuisance category. However, we request that they should still be avoided:
 - Do not park on the street during allowable hours in a manner that blocks your neighbor's ability to back in or out of their driveway.
 - Do not park on the street during allowable hours in a way that blocks the postal service's access to any mail box.

Please remember, Homeowner's remain responsible for the actions of their tenants, guests, service personal, etc.

G. Leasing/Rental Restrictions

- No Unit may be leased during the first 12 months of ownership by an individual owner and No Unit may be leased or otherwise occupied by a non-individual owner (e.g., LLC or other company) during that first year. - (Declarations, Section 7.3).
- After the first year has expired and an owner wishes to rent, then as stated in Section 7.4 of the Declarations, a completed application package for the rental MUST be submitted to the Board and approved BEFORE the tenant moves in. The rental application package components are described on the first page of the application and include a legible signed copy of the lease. That lease must contain a statement that the tenant agrees to comply with the H O A's governing documents, and must also specify specific lease start and end dates. Those dates, as well as the other terms of the tenancy, are determined by the landlord and the tenant. Please note that the need to submit an application applies to all subsequent NEW renters thereafter as well. The Village Association may disapprove a prospective tenant or occupant for "good cause." - (Declarations, Sections 7.3 and 7.4).
- If a renter has been previously approved and the SAME renter wishes to stay beyond the current lease end date, then the renter must execute a new/renewal lease with the owner. That lease, like the original lease, must have the same statement of compliance with the H O A's governing documents, and specific start and end dates of tenancy. Here again, the dates, as well as the other terms of the tenancy, would be determined by the landlord and the tenant. While the tenant need not go through another screening process, the new lease MUST be submitted to the Board PRIOR to the renewal date. Renewal approval will be granted unless the renter and/or the owner has violated any of the Association's documents and/or is in arrears in payments of maintenance fees and/or any fines.
- Owners who do not comply with these requirements will be subject to violations and fines ... and renters may be subject to eviction!
- Lastly, please be aware that you, the owner, is responsible for ensuring that your renter(s) are provided with access to the Port Antigua Rules and Regulations document, since your renters will be expected to follow all rules and procedures contained in it ... and that you, the owner, will ultimately be responsible for any violations of those rules by your tenants.

IV. Required Procedures for Making Improvements

The Village Association has no problem with residents adding upgrades to their home. However, the governing documents require that the Board of Directors, and thereby the HOA management company, maintain a high level of aesthetic continuity (a consistent look). Therefore, to support this requirement:

- an Architectural Review Committee (ARC) form must be submitted for approval BEFORE any work is done to the exterior of your home or to your lot.
- No work (Improvement or replacement) shall be constructed, removed, changed or installed without the Architectural Committee's prior written approval/signed ARC (Declarations, Section 7.1).

Please remember that the work referred includes, but is not limited to, the installation of hurricane shutters, impact windows, fencing, landscape features, repainting of homes, re-roofing, driveway resurfacing and/or expansion, etc..

To make the ARC application process easier and faster, four (4) ARC forms have been created: one for Painting, one for Re-Roofing, one for Driveway Resurfacing and/or Expansion, and a fourth (general) one for any other work.

You can obtain a copy of the appropriate ARC form(s) by:

- printing them from the Forms page of the Port Antigua web site, www.portantiguahoa.com/forms,
- contacting the Port Antigua Property Management Company either via email, or at their phone number, and requesting that the appropriate ARC form(s) be faxed, mailed, or e-mailed to you.

Carefully follow the instructions on the form to expedite the process. The governing documents indicate that upon receipt of the fully completed ARC form and the relevant attachments, the Architectural Committee shall have a maximum thirty (30) days in which to accept or reject any proposed plans. - (Declarations, Section 10.2). With the combination of the separate ARCs to simplify the application process and your ensuring that the paperwork is provided correctly the first time, it is anticipated that the published, maximum time of 30 days will be significantly reduced.

If the Committee has not responded within the 30 days after receipt of the **fully completed** request, either by an acceptance or rejection, then the application shall be deemed to be approved. In all cases, the Committee shall be the ultimate deciding body.

Regardless of whether the application is approved by the Committee within the 30 days or deemed approved after the 30 days, **all** changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

NOTE: Any work that is done without prior approval (either approved by the Committee or deemed approved) is subject to removal, fining and/or may have to be re-done at the owner's expense.

V. Penalties for Not Complying

There are the following types of non-compliance:

- non-payments of assessment(s).
- not following the lease/rental application procedure and/or the determination.
- violations of the governing documents for all maintenance matters.
- parking violations.

A. Non-Payments of Assessment(s) (Declarations, Article 6)

Each Owner, by acceptance of a deed to his Land and Unit, has thereby accepted and agreed to pay the Village Association: (1) annual assessments; (2) special assessments; and (3) special individual assessments. (Article 6).

The specific schedule of fees and actions that will be followed for collection of the annual assessment will be shown on the Port Antigua web site.

Note that once the attorney and/or collection agency has the case, you will not be able to deal with the HOA board or HOA management. If you continue to ignore making the payment, the result will be a lien and/or foreclosure.

B. Not Following the Lease Application Procedure and/or the Determination (Declarations, Sections 7.3 and 7.4)

The governing documents specify the rules regarding the application and acceptance of leases/rentals. Note that any occupancy other than by the Owner or the Owner's immediate family shall be deemed a lease.

If a Unit is leased or occupied by other than the Owner and/or Owner's immediate family, without the tenants or occupants having received the prior written approval of the Village Association, the Unit shall be in violation. If the Unit is in violation, the Village Association shall take any legal action necessary to enforce and support its positions on these matters at the expense of the Owner, including incurring attorneys' fees and other costs. For an Owner's first offense where the Owner has placed a tenant or occupant in the Unit **without** following the application procedure, the Owner will be contacted to submit the application. If the Owner does not comply immediately or if the submitted application does not meet acceptable standards, then the Village Association shall have the authority to essentially invalidate the lease, execute an eviction of the tenant or occupant, and recover all expenses from the Owner, including attorney's fees. as above.

C. Violations of the Governing Documents for all Maintenance Matters (Declarations, Article 9)

The Port Antigua Homeowners Association expects that most of our homeowners and residents, both knowing that they have moved into a planned community with sets of governing documents and wanting to be proud of the place that they live in, will choose to voluntarily comply with the rules on this document. However, be advised that the association does have specific enforcement authority set forth in the governing documents to ensure that the rules are adhered to. Such enforcement authority includes (a) levying fines against the home, (b) contracting to perform any necessary maintenance that has not been corrected by the owner and assessing such costs against the home, and/or (c) legal action. In the event of legal action, typically the homeowner will become responsible for the costs incurred by the HOA in its efforts to compel compliance. The fining procedure will be consistent with Florida State statutes. Furthermore, the specific schedule of fees and fines will be posted on the Port Antigua web site.

To ensure that all homes and lots are properly maintained, the HOA management company will perform periodic inspections of the properties within the Association.

Please note that in order to avoid significant fines, if you receive a violation letter, it is necessary that you either:

- ***Correct the situation immediately and notify H O A management in writing (letter or email).***
- ***Contact H O A management if a time extension is needed (e.g., due to financial or other issues). Management will contact the H O A Board and notify you of any agreed-to extension time.***

D. Parking Violations (Declarations, Section 8.11)

Any HOA Rules regarding parking are in Section A.2 of this document.

NOTE 1: The CDD Rules state that between the hours of 2AM and 6 AM you **cannot** park on **any** District-owned streets, roadways, sidewalks, and rights-of-way. Any vehicle with two wheels more than 1 (one) foot on District property is considered to be in violation.

NOTE 2: The CDD gives violators ONE warning that remains in effect for 1 year from time that warning is issued. All warnings are photo documented. Subsequent violations will result in the vehicle being towed at the owner's expense. All tows are photo documented. If you are towed for overnight parking, do NOT contact HOA management as this was a CDD-initiated tow. As stated in the HOA documents, illegal vehicles may also be towed at the Owner's expense.

VI. State Regulation regarding the Sale of a Home

As mentioned earlier in this document, there are regulations at other government levels such as The City of Margate and the State Of Florida. At the state level, within Florida State Statute 720 Homeowners Associations, there is Section 720.401 that states that you, as a seller, must supply the purchaser(s) with a disclosure summary before executing the contract for sale.

This disclosure summary notifies the potential buyer that we are an HOA, that we have governing documents, and that we have annual HOA assessments, and most importantly, where to find information that they will need while living here. The recommended wording on the statute for this disclosure form, modified to fit Port Antigua is:

DISCLOSURE SUMMARY FOR PORT ANTIGUA AT CORAL BAY VILLAGE

1. As a purchaser of property in this Community, you will be obligated to be a member of a Homeowners' Association.
2. There are recorded restrictive covenants governing the use and occupancy of properties in this community.
3. You will be obligated to pay assessments to the association. Assessments may be subject to change annually. The current amount is \$165 per year. You will also be obligated to pay any special assessments imposed by the association. Such special assessments not been levied before; i.e., the current amount is \$0 per year.
4. You will be obligated to pay any assessments or taxes to the CDD, the City of Margate, and Broward County. All assessments are subject to periodic change.
5. Your failure to pay these Assessments could result in a lien on your property.
6. There are no rents or land use fees for recreational or other commonly used facilities as an obligation of membership in the Homeowners' Association.
7. The restrictive covenants cannot be amended without the approval of the Association Membership.
8. The statements contained in this Disclosure Form are only summary in nature, and, as a prospective purchaser, you should refer to the Association's Governing Documents. You can either view and/or print a copy of all the documents from the Coral Bay CDD web site's HOA page under Port Antigua or have the HOA management print you a copy for a fee. Since these documents are matters of public record, they can also be obtained from the record office in the county where the property is located. You can also either print a copy from the Coral Bay CDD web site's HOA page under Port Antigua.