



**Rules & Regulations**  
**Of**  
**Loggers' Run, Inc.**

**As Currently Adopted or Reaffirmed**

**Last Updated: March 13, 2007**

**(This Document Will Be Continuously Updated To Reflect Any Changes)**

**These rules and regulations may be modified, added to or repealed by the  
Board of Governors and the Loggers' Run, Inc. Architectural Control  
Committee**

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## **Appendices**

1. **Appendix I: Standard Architectural Control Committee Application**
2. **Appendix II: Additional Restrictions and Procedures Regarding Knockdowns**

## **Rules and Regulations of Loggers' Run, Inc.**

The Rules and Regulations contained herein have been adopted by the Loggers' Run, Inc. Board of Governors and the Loggers' Run, Inc. Architectural Control Committee, pursuant to the Declaration of Protective Covenants and Restrictions and the Replat Declarations, the Articles of Incorporation and By-Laws of Loggers' Run, Inc. These rules and regulations will be maintained by the Association as changes are duly adopted.

Residents of Loggers' Run are also directed to review the articles of incorporation, by-laws and/or replat declaration of the specific subdivision in which they reside as to additional rules, regulations, and restrictions to which they may be subject. Furthermore, the subdivisions are not only subject to the Rules and Regulations of Loggers' Run, Inc., but also the rules and regulations adopted by their respective board of directors and/or architectural control committees, if any.

Residents of Crystal Cove, pursuant to the agreement between Loggers' Run, Inc. and the Millord Company, are considered "Secondary Users" as defined in Article III, Section A of the Declaration of Protective Covenants and Restrictions. Therefore, residents of Crystal Cove, including family members, lessees, guests and invitees, shall be subject to the Rules and Regulations that apply to "Secondary Users". As Secondary Users, said residents have the authority to use the Recreational Areas located throughout Loggers' Run, Inc. Therefore, all Rules and Regulations which pertain to the use of said Recreation Areas will be applicable to residents of Loggers' Run, Inc. and residents of Crystal Cove. Violations of same, will subject said residents to the same remedies which the Association has available against residents of Loggers' Run, Inc.

1. **Definitions.** For purposes of these Rules and Regulations, the following definitions shall apply unless specifically provided to the contrary



- a. **"ACC"** shall mean the Loggers' Run, Inc. Architectural Control Committee and shall not include any Sub-Association ACC.
- b. **"Association"** and **"Master Association"** shall mean Loggers' Run, Inc.
- c. **"Board"** shall mean the Loggers' Run, Inc. Board of Governors.
- d. **"Common Property"** shall mean all property owned by the Association as shown on the Replat of the Loggers' Run Planned Unit Development as recorded in the Public Records of Palm Beach County, Florida.
- e. **"Loggers' Run"** shall mean all of the property as shown on the Plat of the Loggers' Run Planned Unit Development as recorded in the Public Records of Palm Beach County, Florida.
- f. **"Loggers' Run Documents"** shall mean the Declaration of Protective Covenants and Restrictions, the Replat Declarations, the Articles of Incorporation, the Bylaws and the Rules and Regulations of Loggers' Run, Inc.
- g. **"Management Company"** shall mean the property management company retained by the Loggers' Run, Inc. Board of Governors, from time to time, to manage the business of Loggers' Run, Inc.
- h. **"Owner"** shall mean the owner of a lot within the Loggers' Run Planned Unit Development as recorded in the Public Records of Palm Beach County, Florida.
- i. **"Resident"** or **"Residents"** shall refer to people who reside in a dwelling unit located in Loggers' Run.
- j. **"Rules and Regulations"** shall mean the rules and regulations adopted by the ACC and the Board.
- k. **"Sub-Association"** shall mean Island Lakes Section One Homeowners Association, Inc., Winding Lakes Section III Homeowners Association, Inc., Timberwalk Association, Inc., or Timberwalk II Association, Inc., as the case may be.



2. **Animals and Pets.** The following rules and regulations shall apply to animals and pets:

- a. **Types of Animals Permitted.** All animals must be licensed and current with health shots. Only common household pets may be kept on any lot or in any residence in Loggers' Run but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained in Loggers' Run.
- b. **Household Pets.** Household pets shall be defined as dogs, cats, birds in cages and fish. The term household pets may be extended by the Board to include additional animals at the Board's discretion and by resolution.
- c. **Leashing.** Dogs and cats must be leashed at all times unless confined within a fenced portion of an Owner's property.
- d. **Cleanup of Waste.** Residents must remove their dogs' or cats' waste. Any pet which is not cleaned up after, shall, with not less than ten (10) days prior written notice, be removed from the property. The Board, in its sole discretion, shall have the authority to provide one or more notices to the violating Owner/Resident prior to the ten (10) day letter for the purpose of removing the pet from the property, but said warnings are not required. The Board, or its representatives, shall have the authority to request, contemporaneously to witnessing the violation, that the violating Owner/Resident remove the waste, and to request the name and address of the Owner/Resident. Failure by the Owner/Resident to remove the waste and to provide his/her name and address will give the authority to the Association to publish pictures of the violating Owner/Resident and pet in the Loggers' Run Outlook for the purposes of obtaining information as to the Owner's/Resident's identity.

- e. **Restricted Areas.** To protect the health of the children of Loggers' Run, no pets may be brought to or allowed in the parks and play areas of Loggers' run.
- f. **Indemnification of the Association.** Any Resident who allows an animal of any kind to be brought into Loggers' Run agrees to indemnify the Association and to hold it harmless against loss or liability of any kind or character whatsoever arising from or growing out of the animal's actions in Loggers' Run.
- g. **Removal of Pets Which Create a Nuisance and/or Threat to the Residents.** The Association, acting through the Board, shall have the authority to remove pets which, in the sole discretion of the Board, are determined to create a nuisance on the property or a threat to the Residents. A pet which, in the sole discretion of the Board, creates a nuisance shall be removed upon notice consistent with the removal of a pet for the Owner's/Resident's failure to remove the dog's or cat's waste. Said notice shall not be less than ten (10) days prior written notice. Nuisances shall include, but not limited to, pets which are, in the sole discretion of the Board, excessively noisy or create excessive odors.

**If any animal, in the sole discretion of the Board, demonstrates a threat or danger to the health, safety and welfare of the Loggers' Run community, the Owner/Resident must remove said animal from the property within twenty-four (24) hours of receiving written notice from the Association.**

- 3. **Antennae, Satellite Dishes and Ham Radio Equipment.** Ham radio equipment and other telecommunications equipment, including antennae, are not permitted in Loggers' Run, except that satellite dishes are permitted in Loggers' Run if they are in accordance with the following satellite guidelines:



- a. Satellite dishes which are one (1) meter or smaller in diameter shall be allowed without ACC approval if they are attached to sides, including the rear side, and not extending above the roofline, of a dwelling or, with ACC approval as provided below.
- b. As to any dwelling unit located on a zero lot line, a satellite dish shall be prohibited on the zero lot line side(s).
- c. No satellite dish shall be placed on any dwelling roofs.
- d. No satellite dish shall be placed on any portion of the Common Property.
- e. Timberwalk and Timberwalk II communities where dwelling units share a party wall, and a dwelling unit only has a front and rear side, the satellite dish, which is one (1) meter or smaller in diameter, shall be placed on the rear side of the dwelling unit, or, the front of a unit with ACC approval as provided below.
- f. No satellite dish shall be installed on any front yard or on the front portion of any dwelling, except where placement at such location is the only way to receive video programming through an acceptable quality signal. If this is the case, an application for approval must be submitted to ACC, which application must provide written verification from the proposed installer, in the form of an affidavit, swearing that the placement of the satellite dish on any front yard or front portion of the subject dwelling is the only way to receive video programming through an acceptable quality signal.
- g. If the installation cannot comply with these guidelines, because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of an acceptable/quality signal, the installation location must be as close to a conforming or allowable location as possible.
- h. If a satellite dish is placed on any portion of the ground on the side or rear of a dwelling (or in front of a dwelling where necessary to require an adequate signal), such satellite dish shall be hidden from

view by hedge or other landscaping or acceptable covering, which hedge, landscaping or covering must be approved in advance of the installation of the satellite dish, by the ACC.

- i. All wiring at ground level must be encased in PVC or other wire protection and buried below ground.
  - j. All above ground wiring must be protected by PVC or other wire protection of the same color as fence or building at which it is located and hidden where possible.
  - k. The Owner shall hold the Association, its governors and officers harmless from, and shall be personally responsible for, any damage to roofs, exterior walls, irrigation and other sub-system and the installed unit itself. Additionally, the Owner shall hold the Association harmless and indemnify the Association for any claims which may be asserted by any parties by virtue of the installation and use of a satellite dish and any accompanying hardware and wiring.
4. **Basketball Hoops.** Free standing, portable or attached basketball hoops require approval from the ACC.
5. **Cement Cones, Pyramids, Etc.** The use of cement pyramids, cones, domes, coral rock, or the like along lot perimeters bordering roads shall not be permitted.
6. **Clothes Drying Areas.** No portion of any lot shall be used as a drying or hanging area for laundry of any kind.
7. **Complaints.** Complaints regarding the management of the common areas and any privately-owned lots or the actions of other Residents shall be made to the Board through the Management Company.



8. **Decorative Flags.** Decorative flags and flag poles require ACC approval.
- a. **Number of Flags Permitted.** In addition to one (1) American flag which can be of any size, only one (1) flag per home/lot may be present.
  - b. **Size Limitations.** Size limitation of 3' x 4' for all other approved flags.
  - c. **Flag Poles.** Flag pole size shall not exceed twenty (20) feet in height.
9. **Duty to Obtain Loggers' Run Documents.** Upon the sale of a residence, it is the Owner/seller's responsibility to furnish the buyer with a complete set of Loggers' Run Documents applicable to the subject property. If the Owner/seller fails to do so, it is the buyer's responsibility to obtain Loggers' Run Documents. The Association may charge a reasonable fee to cover the cost of preparing copies of requested Loggers' Run Documents.
10. **Exterior Changes to Residence and Lot.** No exterior change to a residence including, but not limited to, additions, screening, patios, addition of any air-conditioning units, pools, hot tubs, fencing, roofs, exterior repainting whether or not a color change, and landscaping may be undertaken without the prior written approval of the ACC (additional approval may be required from the Sub-Association to which the property is subject). Resurfacing of existing rear patios within a screen enclosure shall not require submission for ACC approval. If the ACC denies the request, the Owner may appeal to the Board. Notwithstanding anything to the contrary, ACC approval shall not be required for the planting of flowers, which planting does not necessitate the removal of any hedge, tree or sod.

- a. **Pool Construction.** A bond in the amount of \$500.00 shall be posted for any pool construction and all County permitted work which requires access to a residence via any common area.
- b. **Approval Procedure in Certain Sub-Associations.** The following procedures are to be followed by Sub-Associations whose Articles, By-Laws, or Replat Declaration contain the authority for an architectural control committee or whose Article, By-Laws or Replat Declaration require the approval of the Sub-Association Board of Directors:
  - i. An Owner shall first apply to the Owner's Sub-Association as required by the Sub-Association's governing documents.
  - ii. If the Sub-Association does not give final approval, the Master Association ACC shall not consider the application.
  - iii. Failure by a Sub-Association to address an application within the required time frame pursuant to a Replat Declaration may be considered approval of the application by the Sub-Association, but shall not be deemed approval by the Master Association ACC. Therefore, while deemed approved by the Sub-Association, the application is required to be approved by the Master Association ACC. The time frame in which the Master Association is required to approve an application shall not commence until such time as the application is timely submitted to the Master Association ACC.
  - iv. If a Sub-Association approves an Owner's request, the Sub-Association must forward the approved application to the Master Association ACC.
  - v. If the Master Association ACC approves the request, it will issue final approval for the Owner.
  - vi. If the Master Association ACC denies approval, the application is denied and the Owner may not proceed.



- vii. If the Master Association ACC denies the request, the Owner may appeal to the Board.
- viii. If the Board denies the request, the Owner may not proceed.

c. **Hurricane Shutters.** Only after the National Hurricane Service implements a hurricane watch for Palm Beach County may Owners and occupants install temporary hurricane shutters and close both temporary and permanent shutters. Within fifteen (15) days after the hurricane watch or warning for Palm Beach County (whichever occurs later) has been lifted, hurricane shutters on all dwelling units must be opened and if not permanently attached, removed and stored inside the dwelling unit or elsewhere outside Loggers' Run. Any Owner desiring to install hurricane shutters containing components which will be permanently attached to the exterior of a dwelling unit, or which can be seen from the exterior of the dwelling, must apply for and receive prior written ACC approval.

Notwithstanding anything to the contrary contained herein, the ACC shall have the authority, but not the obligation, to allow clear hurricane shutters to be installed and be closed prior to the National Hurricane Center implementing a hurricane watch for Broward and/or Palm Beach County and to remain closed for a period of time in excess of fifteen (15) days after a storm warning has been lifted, at the ACC's sole discretion, where the ACC has determined in its sole and absolute discretion that such clear hurricane shutters are unobtrusive, are aesthetically appropriate and pleasing, do not create an eyesore within the community, and otherwise have been approved by the ACC and comply with all other provisions of the Association governing documents, including, but not limited to, these Rules and Regulations and the Declaration of Protective Covenants and Restrictions for Loggers' Run. Further, the ACC

shall have the sole discretion in determining the duration that the approved clear hurricane shutters may remain in the closed position as well as the type of clear hurricane shutters which may be approved.

**d. Building Requirements for Knockdowns.**

- i. A "knockdown" shall be defined as the substantial tearing down or removal of an existing structure upon a Lot within Loggers' Run, with the intent of rebuilding or replacing said structure. Any determination of whether a proposed construction project shall be considered a knockdown will be made in the sole discretion of the ACC and/or Board of Governors.
- ii. All construction shall be governed by the Declaration and other Association Documents, which shall include, but not be limited to, the Declaration of Protective Covenants and Restrictions for Loggers' Run, the Articles of Incorporation, Bylaws and Rules & Regulations of Loggers' Run, Inc., as amended from time to time, as well as any and all Replat Declarations, Sub-Association Declarations, Articles of Incorporation, Bylaws and Rules & Regulations as amended from time to time, (hereinafter "Association Documents") applicable to the Lot.
- iii. A Construction Deposit of \$5,000.00 is required on each house before approval from the ACC will be granted (the Construction Deposit may be increased from time to time by resolution of the Board of Governors). To satisfactorily complete, all of your approved plans must be followed. If any plan is not followed, including landscaping, work must cease and desist, and a new plan must be submitted and approved before any further work is done. Upon completion



of the work, the Construction Deposit will be refunded less any fee to review plans, such as landscape plans, any fee to enforce plans, such as attorney's fees or survey fees, and any costs to maintain the appearance of the property. Such fees may include, but shall not be limited to, any fee to a licensed architect, engineer, including landscape engineer, or any other similar professional, as determined necessary by the ACC or Board of Governors. If your approved plan is not strictly adhered to, your Construction Deposit will not be refunded. In addition, the funds from the Construction Deposit may be used to offset the cost of any damage that occurs to the Common Areas or to another Lot as a result of your construction. This section shall not preclude any Sub-Association from having additional authority to approve construction plans, nor shall it preclude such Sub-Association from having the authority to require that an additional Construction Deposit be issued.

- iv. Construction shall be in accordance with the time frame as determined by the ACC. Unless determined otherwise by the ACC, at the time of approval, construction must commence within three (3) months after approval by the ACC of the construction plans. In addition, all work must be completed within twelve (12) months of such commencement of the work. Any extension of these time frames may be considered, in the sole discretion of the ACC, on a case-by-case basis.
- v. The construction site must be free of unsightly trash, weeds, underbrush and debris at all times. A dumpster is required. No trash may be burned at anytime. While construction is in progress, the job site must be maintained. Dumpsters must be kept in a clean and neat condition and placed at a

location approved by the ACC. Should any Owner not comply with this Section v, the Association shall have the authority to enter upon a Lot which entry shall not be deemed a trespass and perform such maintenance in order to keep the construction site in a proper state of repair as provided in this Section v, and the Association shall also have the authority to charge the Owner of said Lot for any costs necessary to perform such maintenance as an assessment against said Lot, or to deduct said charges from the Construction Deposit identified above.

- vi. Work hours are 8 A.M. to 6 P.M., Monday through Saturday.
- vii. Sign restrictions shall be enforced as per the Association Documents.
- viii. Parking regulations: No vehicles, except personal vehicles of an occupying Lot Owner, shall be left on job sites overnight. Notwithstanding same, any personal vehicles of an occupying Lot Owner shall otherwise comply with the remainder of the Association Documents.
- ix. No animals will be allowed on construction sites, except for pets of an occupying Lot Owner. Notwithstanding same, any occupying Lot Owner's pets must otherwise conform to applicable requirements of the Association Documents.
- x. Swale trees shall be trimmed at start of new construction.
- xi. Landscaping must meet the standards of the ACC.

**Please refer to Appendix II of these Rules and Regulations for additional restrictions and procedures regarding knockdowns.**

Except as provided herein, the Master Association ACC shall have final approval on all architectural matters governed by the Loggers' Run Protective Covenants and Restrictions.



**11. Fencing.** The following rules and regulations shall apply to fencing:

**a. Prior Approval Required.** No fence of any description may be erected anywhere within the boundaries of Loggers' Run without the express written permission of the ACC. Owners must obtain a County permit or variance and submit same with the ACC application prior to installing any fence material which may cause a traffic sight obstruction.

**b. Placement of Fence on Property.**

- i. No fence in anyway shall affect the integrity of the area in which it appears. It shall not interfere with the rights of neighbors or easements, or block vehicular or pedestrian traffic views, including sidewalks at or near street corners.
- ii. No fencing, including "invisible fencing", is permitted beyond the front of any residence.
- iii. Side fencing including, but not limited to, solid plantings used as fencing must have a front setback at least equal to the front setback of the house.
- iv. Side fencing including, but not limited to, solid plantings used as fencing which run parallel to a sidewalk or bicycle path must be set back at least three (3) feet from said sidewalk or bicycle path.
- v. Rear fencing including, but not limited to, solid plantings used as fencing which runs parallel to a sidewalk or bicycle path must be set back at least three (3) feet from said sidewalk or bicycle path.
- vi. Solid plantings used as fencing which runs parallel to a sidewalk or bicycle path must be maintained so as not to extend into the right-of-way of said sidewalk or bicycle path.

**c. Types of Construction Permitted.**

- i. Fences may be constructed of wood, vinyl, masonry, hedging material, wrought iron, anodized aluminum, chain link, or a combination thereof or other material as may be approved by the ACC.
- ii. The finished side of wood, vinyl, and chain link fences must face the outside of the lot. The fences must be constructed such that the vertical posts are placed on the side of the fence facing the lot being enclosed.

**d. Color of Fencing**

- i. All fence colors must be approved in advance by ACC, regardless of the type of material of the fence.

**e. Height Requirements**

- i. Wood fences may not exceed six (6) feet in height.
- ii. Masonry fences may not exceed six (6) feet in height.
- iii. Fences comprised of hedging or solid plantings shall not exceed eight (8) feet in height. Approved hedging exceeding eight (8) feet in height must have county granted variance on file with the management office.
- iv. Wrought iron or anodized aluminum fences may not exceed six (6) feet in height.
- v. Chain link fences may not exceed four (4) feet in height except tennis court fencing which shall not exceed regulation height and pool enclosure fencing which shall not exceed the minimum height allowed by law. Chain link fencing, including poles, rails and gates must be either vinyl coated or painted. The color of the fencing must be green or brown. The color of both vinyl coated and painted chain link fencing must be approved by the ACC prior to installation or painting whichever applies.



- vi. The Master Association ACC may approve chain link fences in excess of the height requirements identified in these rules for fencing of parks, recreational facilities and common areas.
- f. **Landscaping of Chain Link Fencing.** The exterior of the chain link fence must be landscaped so that all vertical poles are completely hidden from view. The landscaping material must be at least three (3) feet high at the time of installation and must, within twelve (12) months, achieve the required buffering such that all vertical poles will be completely hidden from view. If not compliant by that time, landscaping material shall be replaced so as to be compliant. Notwithstanding, any chain link fence installed or replaced on a Lot such that chain link fences that run along to or are parallel to a roadway, sidewalk, bike path or other right of way, must be landscaped so that fences are completely hidden from view.
- g. **Tennis Court Chain Link Fences.** The exterior of the chain link fence shall be decoratively landscaped, at a minimum, in accordance with subsection f and h herein. Notwithstanding, ACC shall have the authority, but not be required, to approve alternative buffering on the exterior of tennis court chain link fences.
- h. **Exterior Landscaping of Fences That Run Along or Parallel to Roadway, Sidewalk, Bike Path or Other Right of Way.** The exterior of all fences, including, but not limited to, wood fences, which are installed or replaced on a Lot such that fences that run along to or are parallel to a roadway, sidewalk, bike path or other right of way, must be landscaped so that fences are completely hidden from view. The landscaping material (e.g. hedges) must be approved prior to installation, shall be a minimum of one half (1/2) the height of the fence at installation and must, within twenty four (24) months, achieve the required buffering such that all fences will

be completely hidden from view. If not compliant by that time, landscaping material shall be replaced so as to be compliant. Further, all such fences, including the landscaping installed on the exterior, must comply with all setback requirements as provided in the Association governing documents and Bylaws, including these Rules and Regulations ("setback requirements"). Notwithstanding any existing setback requirements, any such fence must not be placed less than five (5) feet from the property line adjacent to any roadway, sidewalk bike path or other right-of-way. Finally, any such fences, which comply with all of the existing setback requirements, and which are in existence as of the effective date of this rule, shall be grandfathered in, but any and all replacements of such fences and newly constructed fences must be in compliance with this Rule 11.h. This rule shall not apply to any fence that is not in excess of twelve (12) feet in length and which is attached to a dwelling, including, but not limited to, any privacy walls.

- i. **Maintenance of Fences in Proper State of Repair.** All fences installed on an individual Lot must be kept in a proper state of repair at all times, as determined in the sole discretion of the Board of Governors and/or ACC. Notwithstanding this general requirement that all fences be in a proper state of repair, any fence installed on an individual Lot, which is installed in such a way as to run along, be adjacent to or be parallel to a roadway, and which is not completely hidden from view by landscaping as required in Rule 11.h. herein, must be repaired or replaced upon the determination of the Board of Governors or ACC that such fence is not in a proper state of repair. In the event that any Lot Owner fails to keep such fence in a proper state of repair, the Corporation shall have the authority, but not the obligation to enter upon the Lot, whether in an emergency or non-emergency situation, to perform any work necessary to preserve the fence(s) in a proper state of repair,



WINDING LAKES I

COUNTRY LANDINGS I

WINDING LAKES II

COUNTRY LANDINGS II

TIMBERWALK

TIMBERWALK II

TAMARRON

PONDEROSA

HILLSBORO

PONDEROSA CANAL

HILLSBORO CANAL

PONDEROSA DRIVE

PONDEROSA MIDDLE SCHOOL

PONDEROSA POST OFFICE

PONDEROSA PARK

PLAT BOOK 34, PAGES 9, 10, 11

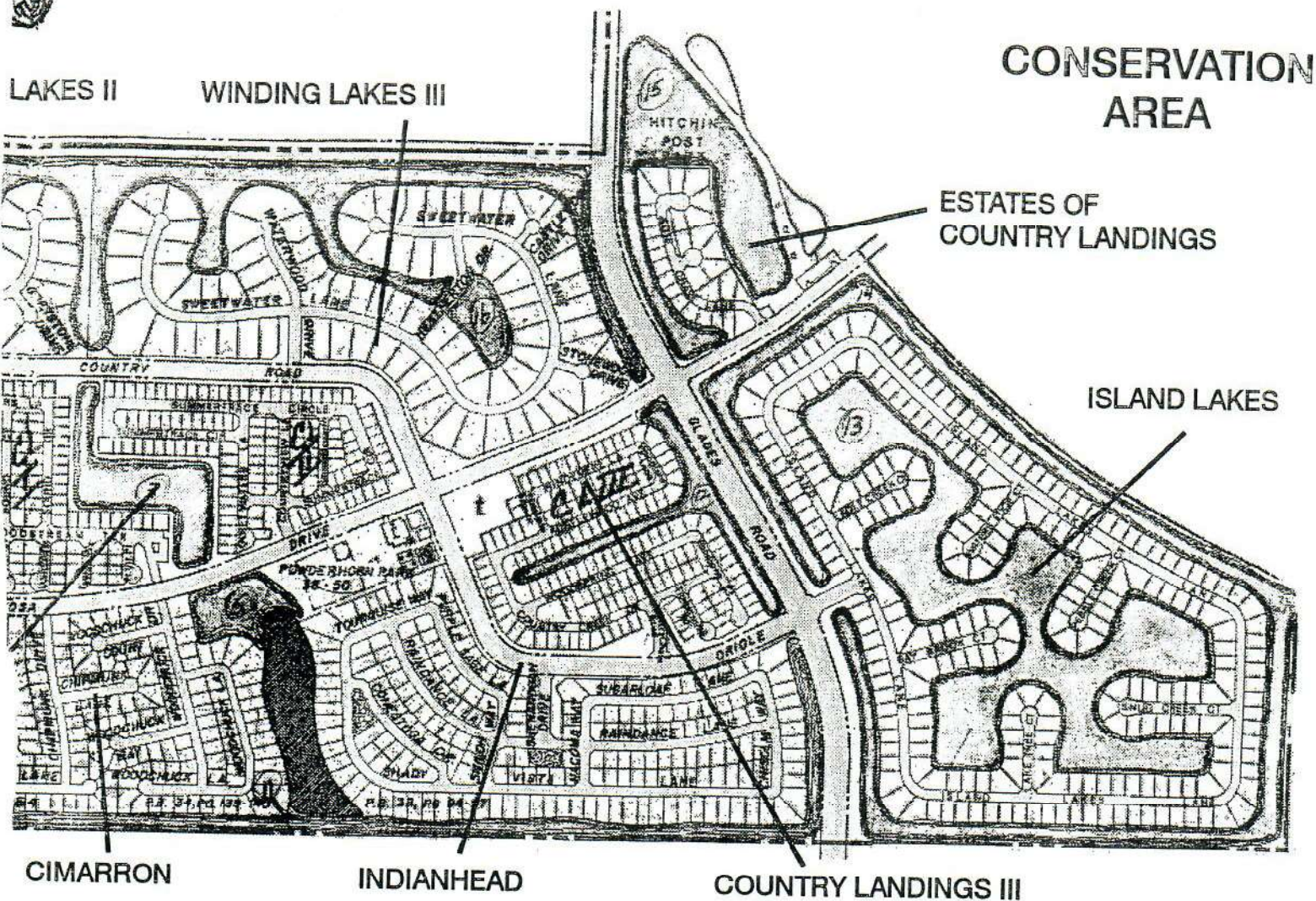
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1. **POWDERHORN PARK** - containing baseball field, lighted basketball courts, tot lot, restrooms, lighted tennis courts, soccer field, picnic pavilion and lake for fishing.
2. **WINDJAMMER PARK** - containing picnic facilities with barbecue grills, lake boat dock (no gas engines), tennis courts, tot lot, volleyball court and restrooms.

**Fishing licenses are necessary to fish in any of the lakes, if you are 16 years or older, using a rod and reel. If you use a cane pole no license is required.**

West Boca High	672-2001	Sandpiper Shores Elementary	470-7051
Olympic Heights High	852-6900	Coral Sunset Elementary	852-6660
Spanish River High	244-2200	Eagles Landing Elementary	470-7000
Loggers' Run Middle	883-8000	Waters Edge Elementary	883-8070
Omni Middle	989-2800		





**Wackenhut Security ..... 1-800-929-4273**

**Prime Management..... (561) 451-9992 ..... Fax (561) 451-2754**

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**Goldman & Juda, P.A. .... 1-800-688-0771 ..... Fax (954) 572-4036**

**8211 West Broward Blvd., Suite PH1, 5th Floor  
Fort Lauderdale, FL 33324**

**Sunburst Sanitation ..... (561) 478-9590**

**Comcast/Adelphia ..... (561) 395-0634**

The Loggers' Run Board of Governors meets the fourth Monday of each month  
at Loggers' Run Community Middle School



Mailbox design must be in accordance with the following guidelines and must receive ACC approval:

- i. **Timberwalk and Timberwalk II .** In Timberwalk and Timberwalk II, there is one pre-approved mailbox. All mailboxes in these two subdivisions of Loggers' Run must be in conformance with the pre-approved mailbox. Design specifications of the pre-approved mailbox are on file at the management company and are available to all homeowners without charge.
- ii. **Island Lakes.** In Island Lakes there is one pre-approved mailbox. All mailboxes in Island Lakes are the property and responsibility of the Island Lakes Homeowners' Association and must be in conformity with the pre-approved mailbox. Design specifications of the pre-approved mailbox are on file at the management company and are available to all homeowners without charge.
- iii. **All Other Subdivisions Not Listed in Subparagraphs i. and ii. Above.** In all subdivisions *other than Timberwalk, Timberwalk II, and Island Lakes* there are pre-approved mailboxes. All mailboxes in these subdivisions must be in conformity with pre-approved mailboxes. Design specifications of the pre-approved mailboxes are on file at the management company and are available to all homeowners without charge.
- iv. **Upgraded Mailbox Design.** In all subdivisions of Loggers' Run *other than Timberwalk, Timberwalk II, and Island Lakes* upgraded mailbox designs will be considered by the ACC. An upgraded mailbox may not, however, be installed without the prior written approval of the ACC.

- b. **Color.** Mailbox unit (house and post) can be left natural, if treated with a wood preservative, or stained or painted to match house color and/or house trim except in Timberwalk and Timberwalk II where the only approved colors are brown and hunter green respectively, and in Island Lakes where the only approved color is white. See **d** below
- c. **Display of Mailing Address.** The address number of the residence must be visibly displayed on every mailbox post, or on or beneath the mailbox itself, or if unable to do so, then visibly displayed on the residence.
- d. **Elimination of Wooden Mailboxes by January 1, 2010.** Any and all wood mailboxes, including wooden posts and including mailboxes of other materials with exposed wooden posts, located in Loggers' Run that are not in a state of disrepair may remain on the property through January 1, 2010, at which time all wood mailboxes must be removed and replaced. Further, should any mailbox be in a state of disrepair or otherwise be required to be replaced prior to January 1, 2010, in the sole discretion of the Board of Governors, no such replacement mailbox including posts shall be allowed to be made of wood. In furtherance of this rule, a list of pre-approved mailboxes will be available in the management office. Further, any Owner will be required to submit a picture of the proposed replacement mailbox, whether or not on the approved list, to the Loggers' Run Architectural Control Committee prior to having same approved by the ACC. Wooden mailboxes with planters shall also be disapproved, as well as any mailboxes, regardless of material, that are in the shape of or otherwise look like any type of animal. Notwithstanding the foregoing, where any sub-Association within Loggers' Run has promulgated its own restrictions relative to mailboxes, which are not in conflict with this Rule, such restrictions shall also be adhered to.



**16. Park and Recreational Facilities.** The following rules and regulations shall apply to the use of parks and recreational facilities of Loggers' Run:

**a. Risk of Use.** The use of the parks and recreational facilities shall be at the risk of those involved and, not in any event, at the risk of the Master Association.

**b. Powderhorn Park Baseball Field, Soccer Field, and Shelter Area; Windjammer Park Picnic Facilities and Play Area.**

- i. Advance reservations are necessary on a first-come, first-served basis and may be reserved only by Residents. Reservations are to be made through the Management Company office which will supply the Resident with an application which must be completed by the Resident and returned to the Management Company with a security deposit in the form of a check made payable to Loggers' Run, Inc. in an amount as specified by the Board. The security deposit is refundable within one (1) week after the date of use if the area reserved was not left in a littered or damaged condition after use. The application will be processed and the Management Company will furnish the Resident with a receipt indicating the date, hours and location reserved.
- ii. The reservation request form that is filled in must include details of how a park or recreation area is to be used, e.g., what park equipment or apparatus is being reserved (excluding tennis courts or basketball courts), what equipment is being brought into the park for the reserved occasion and number of people expected. The reservation will be confirmed only if full information is provided by the applicant.

- iii. Any Resident using the Powderhorn Park baseball field or shelter or Windjammer Park picnic facilities who is presented with a receipt showing that said field, shelter or facilities has been reserved by another resident shall immediately vacate the field, shelter or facilities and allow the other Resident the use to which he or she is entitled.
- iv. Organized teams are permitted to use the athletic facilities provided that at least 50% of the members of said team are residents of Loggers' Run and a reservation is made in the name of a Resident. Whether a group comprises an organized team shall be determined at the sole discretion of the Board.
- v. The Board has the discretion to charge an advanced deposit of \$500.00 to organized athletic teams desiring to use the field to defray costs for upkeep and maintenance of the field as well as for possible damage to the bleachers, fences, and all other baseball field related areas. After the end of the season, a reasonable accounting will be provided to the respective organizations by the Management Company with a proper refund or bill for additional costs or damages. The Association shall have the authority to require organized teams to provide evidence of adequate insurance as a condition to the use of a park or, in the alternative, to require the execution of a hold harmless and indemnification agreement.
- vi. A Resident may arrange through the Management Company to have the lights on the baseball field turned on during evening hours provided that said Resident pays a non-refundable fee in an amount as specified by the Board by check made payable to Loggers' Run, Inc. to help defray the cost of electricity and maintenance of the lighting system.



- vii. Tennis courts and basketball courts may not be reserved and may be used only on a first-come, first-served basis.
- c. **Park Closing Times.** Raindance Park, Heritage Park and Hitchin' Post Park close at sundown. Windjammer Park and Powderhorn Park close when the tennis and/or basketball court lights are extinguished at night or at 11:00 p.m. whichever occurs first, but in no event after 11:00 p.m.
- d. **Parking of Vehicles in Parks.** Vehicles may be parked only in the areas of the park designated for that purpose and may park there only when the driver of the vehicle is present in the park. In no case may vehicles be left in the park or recreation areas overnight. No parking is permitted on any grass areas at any time. Any vehicles left after a park closing may be towed at the vehicle owner's expense.
- e. **Alcoholic Beverages Prohibited.** No alcoholic beverages are permitted in Loggers' Run parks at any time.
- f. **Guests.** No guest or other non-Resident may use or be present in any park or recreational facility unless such person is accompanied by a Resident. Notwithstanding the foregoing, temporary guests residing with a Resident may use the parks or recreational facilities with prior notice to the Association. The Association's security company or other representative shall have the authority to require the unaccompanied person to leave. This restriction does not apply to persons who are members of an organized sports team when such team is using the park or facility with proper permission or reservation.

**17. Property Access.** Access over any common property including, but not limited to, any bermed areas is not allowed. The common grounds of Loggers' Run shall not be used by any persons, general contractors, or



service companies for the purpose of access to any residence of Loggers' Run without the express written permission of the ACC. In no event shall permission be granted for continuous use by any service companies providing routine service for any residence.

**18. Roof Replacement.** One of the purposes for which Loggers' Run, Inc. was formed was to preserve the values and amenities within the community. In order to preserve the values of the community, including individual lots, the ACC was established. The ACC has the authority to approve or disapprove any and all additions, modifications or changes to any improvements, structures, landscaping or planting. The ACC has the authority, in its sole discretion, to deny any proposed plans if the ACC deems that the proposed plans are not suitable or desirable. This includes the authority to approve or disapprove roof replacement and the materials to be used for said roof replacement.

In order to preserve the values of the individual lots, and the entire Loggers' Run community, any roof replacement which, in the sole discretion of the ACC, will result in the depreciation of the value of the dwelling unit or, more specifically, which would result in the use of a product which is considered a downgrade from the existing roofing material, shall not be permitted.

For example, a cement tile roof on an existing home may not be replaced with a shingle roof. This policy as it relates to roof replacement will be enforced in all of the sub-divisions at Loggers' Run, even if the roofing materials which are not approved because they are a downgrade, exist on other roofs within that sub-division.

**19. Signs.** Real estate signs are permitted if the Replat Declaration for the sub-division in which the property is located permits such a sign to be

displayed provided, however, that such sign must be a professional sign not more than one (1) square foot in size inclusive of riders, advertising that the lot or residence is for sale or rent. Absolutely no vendor/trade signs are permitted at any time. Notwithstanding the foregoing, one (1) sign not more than one (1) square foot in size stating that the property on which the sign is located is protected by a security system is permitted if the Replat Declaration for the sub-division in which the property is located does not prohibit such a sign to be displayed, which sign must be displayed no higher than twenty four (24) inches above ground.

The Association may immediately enter the property to remove any sign which the Association deems to be a hazard, whether in creating a visual obstruction for traffic or otherwise. In the case of any other unpermitted sign, the Association may enter the property and remove the sign if the Owner has failed to do so within 30 days of receiving written notice demanding removal. The Association may bill the Owner for the actual cost of labor for such removal and the Owner shall also be subject to any other available remedies provided for in the Loggers' Run documents and any replat or sub-association documents affecting said property, as well as fine(s) and suspensions.

**20. Sports Equipment, Toys, and Other Personal Property.** No sports equipment, children's toys, bicycles, or other similar items of personal property when not in use shall be left on a lot where these items of personal property may be seen from the Common Areas including streets, as well as other residential lots, on a regular, ongoing, consistent basis, so as to create an aesthetically unpleasant or unkempt appearance. Said items of personal property may be kept on portions of the lot if they are kept out of view from other residential lots and the Common Areas. At no time shall sports equipment, children's toys, bicycles, or other similar items of personal property be left in the Common Areas so as to create a



hazard, obstruction or liability to the Association. This rule does not apply to free standing, portable or attached basketball hoops which shall be governed by Rule 4.

**21. Temporary Buildings, Etc.** No tents, trailers, sheds or other temporary buildings or structures shall be constructed or otherwise placed on any lot in Loggers' Run without the prior written consent of the ACC, and no temporary structure may be used as a residence.

**22. Trash, Trash Containers, Recycling Containers and Waste Materials.**

**a. Disposal of Trash**

- i. No dumping of garbage, trash, grass clippings, refuse or rubbish is permitted anywhere in Loggers' Run.
- ii. The dumpsters are for the exclusive use of the park and no dumping of any material from outside the park is permitted except as authorized by the Association.
- iii. No waste material such as paint, oil, antifreeze or the like may be dumped in the storm sewers inasmuch as the storm sewers are connected directly to the lakes and canals in Loggers' Run.

**b. Curbside Pickup Containers.** Trash and recycling containers must be stored out of sight and may be placed at the curb for pickup no sooner than sundown the evening before the day of pickup and removed on the day of pickup.

**23. Trees and Shrubs.** Each Owner is responsible for keeping the trees and shrubs on the Owner's property properly trimmed so that they do not block street signs or prevent street lights from providing maximum illuminations to the sidewalk and street areas. Each Owner must remove any dead trees and shrubs and replace them in accordance with the Replat of the sub-division in which the property is located. The respective Boards of



Directors of Timberwalk and Timberwalk II are similarly responsible for trees in each of these communities. All removal and replacement of trees requires ACC approval and must satisfy County Code requirements.

- a. **Trimming of Washingtonian Palms.** Any Washingtonian Palm under twenty-five (25) feet must be trimmed/removed of dead palm fronds. If trees are in a group, all Washingtonian Palms must be trimmed if any one of them is under the twenty-five (25) foot limit. Any Washingtonian Palm twenty-five (25) feet or taller need not be trimmed, except that any dead palm fronds which extend below twenty-five (25) feet must be trimmed/removed.
- b. **Tree Plantings in Swales.** Certain trees may be planted in the swale areas in front of Lots in certain sub-divisions of Loggers' Run upon application to, and approval by, the ACC and provided that the planting complies with the laws of Palm Beach County. Owners may contact management to obtain further information as to where plantings will be considered by the ACC and the requirements of Palm Beach County law as to installation of trees in the swale areas.

**24. Vehicles.** The following rules and regulations shall apply to vehicles:

- a. **Certain Vehicles Restricted.**
  - i. **Pickup Trucks, Trucks, All-Terrain Vehicles, Boats, Motorcycles, Motorscooters, Go-Karts, Motor Bikes, Campers, Motor Homes, and/or Similar Vehicles.** No pickup trucks, trucks, all-terrain vehicles, boats motorcycles, motorscooters, go-karts, motor bikes, campers, motor homes and/or similar vehicles shall be kept on the Property unless kept within a Residence ("garaged"). The Board shall have the authority, but not the obligation, to allow these vehicles to be parked on driveways during temporary periods during daylight hours but in no event shall these vehicles be

allowed on the Property overnight unless enclosed within a residence.

- ii. **Exception for Certain Vans.** Vans which have passenger seats in the back, rear and side windows, and no commercial tags or lettering, and are used for the primary purpose of transportation of passengers and their personal goods, shall not be considered trucks. Said vans shall be considered automobiles for purposes of the Loggers' Run Documents and shall not be subject to Rule 24.a.i.
- iii. **Commercial Vehicles.** Commercial vehicles of any kind shall not be parked on the subject property unless enclosed within a residence ("garaged"). Commercial vehicles shall include, but not be limited to, any vehicle with any exposed commercial lettering; commercial license plates; any vehicle which is primarily used for carrying of goods; vehicles equipped with ladders or similar items; and any other criteria which the Board or ACC deems appropriate.
- iv. **Dirt Bikes, All-Terrain Cycles, Trail Bikes, Go-Karts, Go-Peds, Motorized Scooters.**
  - 1. Dirt bikes, all-terrain cycles, trail bikes, go-karts, go-peds, motorized scooters and similar vehicles may not be ridden anywhere in Loggers' Run. Motorized scooters shall include gas powered scooters, including those with and without seats.
  - 2. Any person identified riding a gas powered motorized scooter in Loggers' Run, Inc. shall be considered in violation and subject to a One Hundred and 00/100 (\$100.00) Dollar fine. Proposed fines shall be considered approved by the Board upon identification by the Association through its security/management company or any other Association personnel. The



violation will result in a fining letter being forwarded to the owner of a unit at which the violating person resides whether or not the violating person is the owner, his tenants, guests, invitees or family member. Any subsequent violation shall subject the owner to an additional fine in the amount of One Hundred and 00/100 (\$100.00) Dollars per violation as a continuing violation, without the need for additional notice and hearing in front of the Fining Committee.

3. Electric powered motor scooters, which shall not be deemed motorized scooters for the purposes of the restrictions identified in Rule 24.a.iv of the Rules and Regulations of Loggers' Run, Inc., and all other allowable vehicles, must be driven in a manner in which they do not create a dangerous condition on the property including, but not limited to, not driven in a manner which affects or impedes vehicular or pedestrian traffic, or the like. Further, electric powered motor scooters may not be considered motorized scooters if they adhere to the restrictions identified in the rule, but shall be prohibited from being kept on the property unless kept within a residence ("garage"), when not in use.
- v. **Boats.** No gasoline or diesel powered boats are allowed in the lakes or canals of Loggers' Run with the exception of those boats operated by governmental people.
- vi. **Exception for Certain Vehicles in Country Landing I, II, III and Estates of Country Landing (collectively referred to as Country Landings).** Notwithstanding the provisions of this Rule 20, which rule shall be applicable for the committed

property, including the corporation property and all residential lots within Loggers' Run, the following vehicles shall not be prohibited in Country Landings: Non-commercial vans, trucks, campers and motor homes. Pursuant to the authority of the Master Association to promulgate rules and regulations relating to the length, width appearance, and other criteria as it relates to these allowable vehicles in Country Landings, said non-commercial vans, trucks, campers and motor homes must be licensed at all times, in proper working order, and must not be in a state of disrepair as determined by the Board or ACC. Additionally, and pursuant to the Master Association's authority to promulgate rules relating to the length, width appearance and other criteria as it relates to allowable vehicles in Country Landings, non-commercial trucks, including pick-up trucks, must not exceed one (1) ton carrying capacity, and motor homes and campers must not exceed twenty (20) feet in length or twelve (12) feet in height. Should any non-commercial vehicles be in violation of these rules and regulations as it relates to length, width, appearance and any other criteria as referenced in this subsection vi or any additional reasonable rules and regulations as promulgated by the Master Association, said vehicles will be considered non-conforming vehicles and will be required to be enclosed within a residence ("garaged") in accordance with section i of this Rule 24.

- b. Parking.** No vehicles may be parked on any grass areas at any time. Residents are responsible for, and the manner in which, their guests' vehicles are parked. No vehicles may be parked on any sidewalks, and shall not be parked on a driveway in a manner that



will block any portion of a sidewalk, which will remain free and clear for ingress and egress. No vehicles may be parked on the streets in a manner which will impede upon emergency vehicle access, which vehicles may be subject to tow.

**c. Repair Work on Premises.** Only minor repair work such as oil changes and the like to a Resident's personal vehicle may be done in a Resident's garage. No repair work of any kind is permitted in driveways, other parking areas, on grass areas or on the streets of Loggers' Run.

**d. Use of Vehicles on Sidewalks, Jogging Trails, or Bicycle Pathways.** No motorbikes, motorcycles, golf carts, or any other kind of motorized vehicles are permitted on the sidewalks, jogging trails, or bicycle pathways in Loggers' Run provided, however, that motorized wheelchairs and handicapped scooters are permitted.

**25. Dangerous Conditions.** No dangerous condition, whether naturally existing or man-made, shall be permitted to exist on any Lot within the Committed Property, which may endanger any portion of the Common Areas or any neighboring or other lot. For example, such dangerous conditions shall include, but not be limited to, any disease or infestation of any trees, grass or landscaping on an individual Lot, which may spread to a neighboring or other Lot, or to the Common Areas. It may also include non-diseased vegetation of the type that can grow beyond the Lot boundaries and damage the neighboring property, including improvements located thereon. The Owner of the Lot that contains such disease or infestation, or other dangerous condition, shall have the duty to immediately remove such dangerous condition from the Lot, at the Lot Owner's sole cost and expense. In the event that the Lot Owner fails to take such immediate remedial action, the Corporation shall have the authority, but not the obligation, to enter upon the Lot, whether in an emergency or non-emergency situation, to perform any work necessary to preserve the Lot and to prevent the spread of disease, infestation or other

dangerous condition to a neighboring or other Lot, or to the Common Areas. The cost of such maintenance shall be the responsibility of the Owner of the Lot on which the required maintenance is to be performed, and shall be charged to the Lot as an assessment, with full enforcement and collection rights.

- 26. Fining Schedule.** Upon identification of a violation by either security, management, the Board, Residents or any other person associated with the Association, and confirmation of the existence of said violation by management or any other body delegated said authority, the Board approves the following notice requirements and schedule of fines as follows:
- a. Trash can violations shall require two notice of violation letters. Thereafter it shall be subject to a fine in the amount of \$50.00 for said violation.
  - b. Parking on swales or grass, parking in a manner which blocks sidewalks (pedestrian traffic), toys and playhouses left out on the property in violation of the rules, noise or other disturbances on the property, sign/vendor sign violations, barking and loose dog and cat violations, and porches used for storage shall all require one notice letter and thereafter be subject to a fine in the amount of \$50.00 for said violation.
  - c. Gas motorized go-peds shall require one notice letter and thereafter shall be subject to a fine in the amount of \$100.00 for said violation.
  - d. Garage and yard sales, hurricane shutters left up in violation of the Hurricane Shutter Guidelines, solicitation, jumping over fences to access parks or other facilities (off hours), fireworks, no warning letters shall be required and shall be subject to a fine in the amount of \$100.00 for said violation, with the notice of the fine as the only notice required.



- e. Any other violations which have not been specifically listed, but are considered by the Association as violations, will, unless determined otherwise by the Board, result in fines of \$50.00 per violation for the first violation, and, unless determined otherwise by the Association, will require not less than one warning notice.
- f. All violations as listed above or which may exist from time to time, which are of a continuing nature, and notwithstanding the schedule above, shall be subject to additional fines in the amount of \$100.00 per violation per day in the aggregate not to exceed \$1,000.00.
- g. Notwithstanding any notice requirements as set forth above, if the Board determines it is in the best interest to levy a fine without warning notice, other than the notice of fine, the Board shall have the authority to approve same.
- h. Fines and procedures in accordance with the Resolution, shall be considered approved by the Association Board and not require further action of the Board as it relates to approval of same.
- i. All fines shall be collectible as an assessment pursuant to the authority of the Loggers' Run Documents and in the manner as set forth in same.

**27. Enforcement.** The Board has the right to suspend rights of a member or a member's tenants, guests, invitees, or both, to use common areas and facilities and may levy fines against any member or any tenant, guest, invitee, for violations of the documents including Rules and Regulations. A fine may be levied by the Board on the basis of each day of a continuing violation. Any fine levied by the Board shall be collectable as an Assessment by the Corporation in the same fashion as any other Assessment, including, but not limited to, the Association's ability to lien, as provided for in the Declaration.

## **28. Prohibition Against Subleasing of Dwelling Units**

- a. There shall be no subleasing of any Dwelling Units.
- b. Only entire Dwelling Units may be leased by an Owner in Loggers' Run. No individual rooms, portions of Dwelling Units, or any other percentage of a Dwelling Unit may be leased other than a Dwelling Unit in its entirety.
- c. The restrictions set forth in Paragraph b of this Resolution shall only apply to those who intend to pay money to rent a portion of a Dwelling Unit. Au pairs, babysitters, resident nurses and all other necessary, non-paying occupants of a Dwelling Unit shall not be prohibited.

**29. Prohibition Against Commercial or Business Use of Residential**

**Property:** No commercial or business use of any portion of the Residential Property, including, but not limited to, the Dwelling Units, shall be allowed except for home occupations, which shall be considered proper residential use of a Dwelling Unit, subject to the following conditions:

- a. Use of a Dwelling Unit for a home occupation approved by the Board shall not violate any of the Corporation's governing documents, including the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, as same may be amended from time to time.
- b. Use of a Dwelling Unit for home occupation shall be in accordance with all state and local laws and ordinances, including, but not limited to, the provisions of the Palm Beach County Unified Land Development Code (ULDC) relating to home occupations and commercial use of residential property.
- c. Home occupations shall be conducted by members of the immediate family residing in the Dwelling Unit. A maximum of one (1) person who is not a member of the immediate family may assist in the operation of the home occupation. In addition, only one (1)



person outside of the home may be employed by the services provided by the home occupation.

- d. The floor area within a Dwelling Unit devoted to a home occupation shall not exceed twenty-five (25%) percent of the gross floor area of the Dwelling Unit, excluding porches, garages, carports and other areas which are not considered living areas.
- e. The activities of a home occupation shall occur entirely within the Dwelling Unit, excluding accessory structures such as garages, carports and sheds.
- f. There shall be no external evidence of the existence of a home occupation within a Dwelling Unit. Signs, displays, off-street parking areas other than driveways normally required for residential use, or other advertising of any kind are prohibited. Further, all vehicles used in the operation of a home occupation shall conform with the Rules and Regulations of Loggers' Run governing Vehicles and Parking, as well any vehicle restrictions in any Replat Declaration.
- g. No goods or services of any kind shall be sold or transferred to a customer, consumer or client on the premises of the home occupation, excluding facsimile machines, telephone and/or postal transactions.
- h. A home occupation shall not create noise, vibration, glare, fumes, odors, dust, smoke or electromagnetic disturbances. No equipment or processes shall be used which create visual or audible interference in any radio or television receiver located nearby. No chemicals or chemical equipment shall be used or stored, nor shall any harmful, dangerous or noxious material be used or stored on the site of the home occupation, including, but not limited to, paint, painting materials and roofing materials and accessories, except those that are used and temporarily stored for the purpose of work

on the Dwelling Unit itself, and which shall be for domestic or household purposes only.

- i. No equipment or materials used in the home occupation shall be stored or displayed outside the Dwelling Unit, including driveways.
- j. Vehicular and pedestrian traffic shall not be generated by a home occupation in a greater volume or a different vehicle type than the traffic typical in a residential neighborhood.
- k. Deliveries of any kind required by and made to the premises of a home occupation shall not exceed one business delivery per day.
- l. Any home occupation that adheres to the provisions of this Resolution shall be deemed to be a proper residential use of a Dwelling Unit and shall not be deemed to be a violation of Article III, Section A(1) of the Declaration.



## Standard Application For Architectural Control Committee Review

The Loggers' Run Architectural Control Committee (ACC) meets the <sup>2<sup>nd</sup> Monday</sup> ~~first Thursday~~ of each month. Applications must be received in our office no later than the last Thursday of each month to be considered for this meeting. The following sub-associations must submit by the fifteenth of each month to be considered for the Loggers' Run meeting: Timberwalk, Timberwalk II, Island Lakes & Winding Lakes III as these homeowners must receive approval from their sub-associations prior to the Loggers' Run ACC meeting. Applications are to be submitted to Prime Management at 23150B Sandalfoot Plaza Dr., Boca Raton, FL 33428. (561) 451-9992.

Name: \_\_\_\_\_ Date Received: \_\_\_\_\_

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

Address where work is to be performed: \_\_\_\_\_

04:ACC: \_\_\_\_\_ Phone No. \_\_\_\_\_ Wk:#: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Lot/Unit No: \_\_\_\_\_

You must enclose the following - otherwise your application will be returned unprocessed:

·Survey/Lot Plan (indicate where the change is being installed) \*Specifications \*Contractors Building Plans  
\*Elevations \*Photos & Brochures \*Paint samples \*All other relevant information & Samples \*\*If this is an application for roof replacement, please list type of existing roof:

Detailed description of addition, alteration, improvement, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_ Occupational License No: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

### HOMEOWNERS AFFIDAVIT

I have read and agree to abide by the Covenants and Restrictions of my Association. No work will be commenced without the prior approval of my Association.

Homeowners Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR SUB-ASSOCIATION USE ONLY

REVIEWED WITH COMMENT \_\_\_\_\_ REVIEWED WITHOUT COMMENT \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

### NOTES:

#### LOGGERS' RUN ARCHITECTURAL CONTROL COMMITTEE

Maintenance Fees Current: YES NO Amount Past Due: \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ RESUBMIT Date: \_\_\_\_\_

### NOTES:

## Appendix II

### Additional Restrictions and Procedures Regarding Knockdowns

#### INITIAL SUBMITTALS

A complete application will be required prior to reviewing any proposed knockdown. All plans and applications must be submitted to the ACC prior to submission to the County for approval. An application will include, but is not limited to:

1. Application form, along with Exhibit A.
2. Site plans prepared by a licensed architect or registered land surveyor with a scale of not less than 1" = 20', showing all existing structures and trees and showing all proposed improvements including:

Buildings, fences, walls, pools, tennis courts, screening, decks, landscaping, drain fields, A/C equipment, pumps, lighting, etc.

The site plan must note set backs, road elevations, swales, street trees, building elevations, and site topography.

3. One (1) complete set of building plans in substantially the same form as required by the Palm Beach County Building Department, signed and sealed by an appropriately licensed professional, showing all exterior materials and details, and indicating building square footage.
4. Exterior materials and colors list, one (1) copy, in a form similar to Exhibit B, noting colors and details of all exterior surfaces (walls, doors, trim lighting, roof, chimney, driveway, fences, screening) in order to correspond to the building plans and site plan.
5. One (1) set of landscape plans, with scale not less than 1" = 20' showing all plant material and a corresponding plant list in a form similar to Exhibit C, noting the quantity, quality and price of each.
6. As part of the application to the ACC, the requesting Lot Owner must provide a copy of the general liability insurance coverage for the vendor or contractor performing the construction work. Such insurance policy must list the Association (Loggers' Run, Inc.) as an additional insured or loss payee. The requesting Lot Owner must provide a copy of the general liability insurance coverage for the vendor or contractor performing the construction work, for both demolition and construction. Such insurance policy(s) must identify the Association as an additional insured and must provide Certificates of Insurance showing same. Additionally, such contractors or vendors shall supply copies of licenses and certificates showing that they have worker's compensation insurance. Further, the Lot Owner shall provide proof of premise liability insurance.
7. The ACC reserves the right to require additional information prior to granting



## Appendix II

approval in order to assure plans and specifications comply with the intent of the Association Documents.

8. NO IMPROVEMENTS OR CHANGE OF PLAN OF ANY TYPE OR NATURE, WHATSOEVER, SHALL BE COMMENCED UNLESS AND UNTIL THE APPROVAL THEREOF SHALL BE OBTAINED IN WRITING FROM THE ACC.

### PROPOSED CHANGES

Any proposed changes of the plans or specification approved by the ACC shall be resubmitted in accordance with the initial submittal procedure previously noted.

1. Application form, one (1) copy, noting proposed changes.
2. Items 2, 3, 4, and 5 showing proposed changes, as required.
3. An additional Construction Deposit is not required.

### UPON COMPLETION

Within thirty (30) days of written notice of completion of all of the improvements or construction, previously approved by the ACC, or its agent, the ACC will inspect the property, assure compliance with the plans as submitted, and refund the balance of the Construction Deposit, if any.

### VIOLATIONS

Failure to comply with the intent of the Protective Covenants, the specific deed restrictions and the policies of the Board of Governors, or the rules and regulations of the ACC, will cause a submittal to be disapproved.

Violations of the Association Documents or commencing construction of any improvement, whatsoever, without the prior written approval of the ACC will be cause for immediate action by the ACC, including but not limited to:

1. The halting of construction on the property.
2. Notification of violation to the Palm Beach County Building Dept.
3. Recording a notice of violation in the public records and advising required parties, including any mortgagees or lenders.
4. Other actions as the ACC or the Board of Governors deem necessary to rectify the situation, including, but not limited to, forfeiture of the Construction Deposit and recovery of legal fees and costs incurred.
5. Any and all remedies available to the Association as provided in the Association Documents and as determined by the Board of Governors.

## **Appendix II**

### **VARIANCES**

Neither the Board of Governors nor the ACC are responsible for prior actions by the Loggers' Run developer or others. The original recorded Association Documents and the guidelines have changed over the years, and possibly prior violations exist and/or variances may have been granted. They do not establish a precedent to further violate the present Association Documents.

### **GUIDELINES**

Must be in compliance with any and all Replat Declarations or Sub-Association Declarations, as well as any and all other Association Documents.

### **NOTE:**

Plans will be reviewed for their overall compatibility with the existing homes in Loggers' Run. They must conform to the Declaration, Rules and Regulations and the policies of the Board of Governors. No home or improvement constituting a knockdown will be permitted that may destroy or negatively affect the aesthetic value of the community.

### **AGREEMENT TO COMPLY WITH KNOCKDOWN REQUIREMENTS**

As a condition of approval by the ACC, each Lot Owner agrees and acknowledges that all of the requirements and restrictions set forth in this Rule 10(D) relating to knockdown requirements shall be adhered to by all Lot Owners regardless of whether such requirements are independently provided for in any of the other Association Documents.



EXHIBIT "A"

APPLICATION TO THE ARCHITECTURAL CONTROL COMMITTEE (ACC)

LOT OWNER:

LOT

NUMBER:

CURRENT MAILING ADDRESS:

TELEPHONE:

BUILDER:

ADDRESS:

**Loggers' Run Outlook**  
23150-B Sandalfoot Plaza Drive  
Boca Raton, FL 33428

PRESORTED  
STANDARD  
U.S. POSTAGE  
PAID  
Boca Raton, FL  
Permit No. 1674