

EXHIBIT "D"

RULES AND REGULATIONS  
FOR

PLANTATION BAY Phase IA, IB, IC + Phase III

The Rules and Regulations hereinafter enumerated as to the property, the common elements, the lots and the subdivision in general shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all lot owners. The lot owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, personnel for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other lot owners, pursuant to the terms of the Declaration of Covenants and Restrictions for Plantation Bay Phase IA, the Articles of Incorporation of the Association, the By-Laws of the Association and Florida Law. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the subdivision and any facilities or services made available to the lot owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS.

A. Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

B. Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

C. Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the subdivision are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the common elements or equipment caused by any resident or his guests shall be repaired at the expense of the lot owner involved.

3. SIGNS

No signs, notice or advertisement shall be inscribed, displayed or exposed in or from a common element of the subdivision or upon any lot in the subdivision except upon the written approval of the Board of Directors of the Association. Notwithstanding the foregoing Developer reserves the right to place signs for informational regulatory purposes such as street signs and posting of rules and regulations, and lot locations, for sale and availability information.

4. HOME SET UP REQUIREMENTS

A. All homes constructed upon a lot shall conform to all state and local codes and the Declaration.

B. Additions and improvements to the home or the lot are only permitted upon prior written approval by the Association and shall meet all state and local codes.

5. EXTERIOR APPEARANCE

The lot and exterior of the home located on such lot and all other areas appurtenant to the lot shall not be painted (including driveways), decorated or modified by any owner in any manner without prior consent of the Association, which consents may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the subdivision except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The exterior of each home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood.

6. TEMPORARY STRUCTURES

No structure of a temporary character, or trailer, or tent shall be permitted on the properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer during construction.

7. SOLICITATION - COMMERCIAL ENTERPRISE

There shall be no solicitation by any person anywhere in the subdivision for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors in writing. No commercial enterprise shall be conducted in the subdivision or from one's home, except for lot and home sales activities of Developer or other commercial builders approved by Developer.

8. FENCES AND WALLS

Fences and walls are not permitted on lots except with Association written approval. Generally, fences which extend in front of the house on a lot will be prohibited.

9. LOT MAINTENANCE

All lots must be kept clean and free from equipment, debris and unsightly structures and must be kept in neat and trim condition, including, without limitation, all lawn, landscaping and improvements. In case of failure of the owners to do so, the Association shall have all rights and remedies available for enforcement under the Declaration, Articles, Bylaws of the Association, and at law and at equity.

10. GUESTS AND LEASES

All units shall be used for single-family residential purposes only and only one family per unit shall be allowed. The following leasing restrictions apply:

- a. No sale, lease or transfer shall occur until the Buyer, lessee, or transferee shall acknowledge in writing to the Association that it has received a copy of the subdivision documents including the Declaration.

11. CLOTHESLINE

No clotheslines are permitted on the grounds of a lot.

12. EXTERIOR ANTENNAS

No exterior antennas shall be permitted, except that Developer shall have the right to install and maintain communications equipment for the community. Minimal satellite dishes will be allowed subject to the prior approval of the Association in writing.

13. GARBAGE & TRASH DISPOSAL

Burning or dumping of trash or grass trimming is not permitted. All garbage and refuse shall be deposited with care in garbage containers intended for such purposes. Such containers must be kept in an appropriate area concealed from view, except on pick-up days.

14. LANDSCAPING

Each lot shall be landscaped and sodded to the edge of the street. Any additional landscaping other than that initially provided or approved by the Developer must be approved by the Association in writing.

15. NUISANCES

No noxious, offensive or unlawful activity shall be carried on upon the properties, nor shall anything be done thereon which may become an annoyance or nuisance to other owners.

16. PETS

Owners may keep only domestic pets on the lot which are not a nuisance or offensive to the subdivision or and/or other lot owners. Pets must be kept at all times in control by their owners either inside of the home, in a fenced-in yard, or on a leash.

17. PARKING

Except in the case of special occasions of entertainment, automobiles and vans of residents or guests are not to be parked in the streets. They are to be parked in a lot owner's garage, or on the driveway. Only vans, automobiles and trucks of 3/4 ton or less will be allowed to park for more than 24 hours at a lot. No commercial vehicles shall be allowed to park in the driveway or streets except for such time as is necessary for performing repairs. No more than 2 vehicles are permitted to be parked in the driveway overnight or for extended periods of time during the day. No boat shall be kept upon a lot unless within an enclosed garage and further provided the lot owner or resident may keep only one car on the premises.

Any lot owner's vehicle which cannot operate under its own power shall remain at all times in the lot owner's garage, and no repair of a lot owner's vehicle shall be made except within that lot owner's garage. Except for the times when a lot owner is actively entering and/or exiting a garage, garage doors must be kept closed.

All parking and traffic regulations posted for the safety, comfort and convenience of the owners must be obeyed.

18. RESTRICTION ON IMPROVEMENTS

Notwithstanding any provision to the contrary in these rules, no home, additions or other improvements may be constructed upon a lot without the written approval of the Association or an architectural control committee appointed for that purpose. Request for approval for the construction of improvements upon such lot must be accompanied by a detailed explanation and architectural plan of the type, model and nature of the improvements to be located upon the lot, including materials, colors and location and other specifications reasonable requested by the Board. Improvements shall include any exterior construction, repair or alteration of improvements on a lot. The Association shall have the sole discretion to determine if such improvements as proposed meet and are in conformity with these Rules and Regulations and the Declaration and if such improvements are in conformity with and exhibit good taste commensurate with the rest of the development. Developer shall not be subject to the provisions of this paragraph.

*Addendum - By majority vote at the 2005 Annual Meeting, the Association will impose two (2) written warnings for a violation of these rules and regulations, and then a fine of \$100.00 for each occurrence for violations of Rule Nos 5, 6, 9, 14 and 17.*