

EXHIBIT "B"
RULES AND REGULATIONS FOR
ROYAL PALM ESTATES

1. Nuisances. No obnoxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. Without limiting the generality of the foregoing, no hunting or discharge of firearms is permitted at any time.
2. Pets. Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred, kept or stabled on any Lot. No more than two (2) household pets may be kept, provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.
3. Signs. No signs of any character shall be placed or displayed upon any Lot or upon any building or Residence thereon, including but not limited to "FOR SALE" or "FOR RENT" sign, except as otherwise provided in the Rules and Regulations.
4. Commercial Use. No manufacturing trade, business, commerce, industry, profession or any other occupation whatsoever shall be conducted or carried on upon any Lot or any part thereof; or in any building or other structure erected thereon, provided, however, that the Developer may erect and operate a sales office on any Lot owned by it that it in its sole discretion may designate, and the Developer shall also have the right, so long as it owns one or more Lots, to authorize any other Owner to erect and operate sales office on any Lot.
5. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. Every garbage receptacle maintained outside of the garage or container shall be placed on the side of the house not visible from the front of the house or the backyard within the perimeter of the house, shielded from view by a wall or some other type of enclosure. All garbage and rubbish shall be placed in the garbage receptacle or container and the owner shall at all times keep and maintain the Lot in a clean and sanitary condition. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be complied with.
6. No Drying. No clothing, laundry or wash shall be aired or dried, on any portion of The Property except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself
7. Oil and Mining Operation. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in The Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Property.
8. Improver Substances. No flammable, combustible or explosive liquids, chemicals or substances shall be kept in bulk in any Residence.

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9. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles.

Boats, used by owners solely for recreational purposes shall be allowed to enter the property and remain in the property for 72 hours as long as they are parked in the homeowner's driveway. No parking of boats in the street is allowed. Cleaning of Boats is allowed when they are parked in the driveways. No mechanical maintenance or repairs of boats shall take place within the property as defined in Item 10 below.

Boat trailers, horse trailers or commercial vans, shall not be permitted to be parked or to be stored at any place on The Property, nor in dedicated areas, except in (I) enclosed garages, and (II) ~~spaces for some or all of the above specifically designated by Developer or the Association, if any.~~ For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to passenger-type vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), ~~nor to any vehicles of the Developer or its affiliate.~~ No on-street parking or parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle or trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

10. Repairs. No commercial, automotive or boat repairs or painting will be permitted on The Property. No vehicle which cannot operate on its own power shall remain for more than 24 hours. All vehicles violating this provision will be subject to towing at Owner's expense.
11. Temporary Structures. Trailers, tents, shacks, barns or any temporary building of any design whatsoever, are expressly prohibited and no temporary residence shall be permitted in an unfinished Residence. ~~This shall not prevent the construction of a temporary building for materials and supplies to be used in the construction of a temporary construction field office or sales office by a Developer, which construction shall comply with all applicable laws and the plans and specifications and locations, of which shall first be approved, in writing, by the Developer. Any such temporary construction field office or sales office shall be removed by the Developer upon completion of construction of all Lots owned by the Developer.~~
12. Signs. The following signs and only the following signs which shall be permitted:
- (a) For each residence, one name plate, not exceeding one square foot in area, indicating the name and/or house number of the occupant, unless approved by the Architectural Review Committee.
 - ~~(b) The Developer may install and retain signs on The Property for the purpose of orientation, directional or traffic control.~~
13. Complaints regarding the actions of other Lot Owners will be made in writing to the Association.
14. Owners will maintain their Residences at all times in compliance with all laws, zoning ordinances.

and regulations of all governmental authorities having jurisdiction over the Property.

15. Failure of an Owner and occupant to comply with these Rules and Regulations and any and all rules and regulations which from time to time may be adopted and the provisions of the Declaration, by-laws and Articles of incorporation of the Association, as amended from time to time shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, such Owner's family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation, or By-Laws, provided the following procedures are adhered to:
 - (a) Notice: The Association shall notify the owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to be represented by counsel (at his expense), cross-examine, and present witnesses and other testimony or evidence.
 - (b) Hearing: The non-compliance shall be presented to the ~~Board of Directors~~ fining committee of the Association ~~the Board of Directors~~ who shall hear reasons why penalties should not be imposed at a scheduled meeting after duly notifying the homeowner who has been assessed a penalty at such meeting in compliance with Florida Statutes. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than 21 days after the Board of Directors' meeting.
 - (c) Penalties. The Board of Directors may impose Special Assessments against the violators.
 - (d) Payment of Penalties. Fines shall be paid not later than 30 days after notice of the imposition or assessment of the penalties.
 - (e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth in the Declaration and By-Laws.
 - (f) Application of Penalties. All monies received from fines shall be ~~allocated as directed by the Board of Directors.~~ Become part of the operating budget.
 - (g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.
16. ~~These Rules and Regulations shall not apply to Developer, or its agents or employees and contractors, or to Institutional First Mortgagees, nor to the Lots owned by either Developer or such mortgagees.~~ All of these Rules and Regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Lot Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

EXHIBIT "C"
ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of ROYAL PALM ESTATES provides that the Developer form a committee known as the Architectural Review Board the "ARB", and

WHEREAS, the above referenced Declaration of Covenants, Conditions and Restrictions of ROYAL PALM ESTATES provides that the Board of Directors of ROYAL PALM ESTATES ASSOCIATION, INC. (the "Association") on recommendations of said committee, shall adopt and modify or amend from time to time the Architectural Planning Criteria for ROYAL PALM ESTATES which criteria are to be set forth in writing and made known to all owners and all prospective owners in ROYAL PALM ESTATES.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, Conditions and Restrictions of ROYAL PALM ESTATES, the Board of Directors of the Association, upon recommendation of the APR does hereby adopt the following Architectural Planning Criteria:

1. ARCHITECT. All houses in ROYAL PALM ESTATES shall be designed by a registered Architect.
2. SETBACKS.
 - (a) FRONT LOT LINES: No building or structure shall be located on any of the Lots in the above described block nearer than twenty-five (25) feet to the front lot line, so as to create a minimum front setback of twenty-five (25) feet from said lot line.
 - (b) REAR LOTLINES: No building or structure Shall be located on any of the Lots nearer than thirty (25) feet to the rear lot line, so as to create a rear setback of twenty-five (25) feet from said lot line.
 - (c) SIDE LOT LINES: No building or structure shall be located on any lot nearer to any side lot line than a minimum seven and one-half (7 1/2) feet. Any structure or building located on a corner lot shall be located nearer to the boundary line of Tract "A" than a minimum of fifteen (15) feet, so as to create a side setback of twenty-five (25) feet from said lot line.
 - (d) DEFINITION OF STRUCTURE: Exterior walls of a residence are deemed structures and conform to the setback requirements of paragraphs (a), (b), and (c) herein above. Walls of the swimming pools shall be constructed five (5) feet from the rear lot line and seven and one-half (7 1/2) from the side lot line.
 - (e) EXCEPTIONS. Terraces, walls, fences and similar construction may be erected within the setback areas herein above set forth in subparagraphs (a), (b) and (c). provided that such construction shall not interfere with exposure or view or reasonable privacy of adjoining or facing properties and provided that such construction shall not interfere with the Declaration of Covenants, Conditions and Restrictions; and provided, further that no such construction shall be erected without the prior written consent and approval of the ARB and provided construction complies with the prevailing zoning and building regulations.
3. LOT SIZES. Lots may be enlarged by consolidation with one or more adjoining lots or one lot and a part of a lot, under one ownership, with the written consent of the Developer. In the event,

one or more lots or one lot and a part of another lot are developed as a unit, all restrictions herein contained shall apply as to a single lot.

4. TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, cabana, shelter canopy, entrance canopy or carport canopy, may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

5. EXTERIOR COLOR PLAN. The ARB shall have final approval of all exterior color plans including natural materials, and each Owner must submit to the ARB a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the natural materials. The ARB shall determine whether the color plan and natural materials are consistent with the homes in the surrounding areas and that they conform with the natural color scheme of ROYAL PALM ESTATES. The color plan must be submitted prior to construction.

6. ROOFS. Built-up tar and gravel roofs shall not be permitted on pitched surfaces. The composition of all pitched roofs shall be either vitrified clay tile, earth colored cement tile, thick butt variegated colored slate, or other composition approved by the ARB.

7. WINDOW FRAMES. Window frames other than wood must be either anodized or electrostatically painted. If steel, the color should be in harmony with the exterior. No raw aluminum color will be allowed. Wood frames must be painted, sealed or stained.

8. HARMONY AND APPEARANCE. The ARB shall have the right of final approval of the exterior appearance of all homes including the harmony of the architectural design with the other residences within ROYAL PALM ESTATES and including but not limited to the quality and appearance of all exterior building materials.

9. DRIVEWAY CONSTRUCTION. All dwellings shall have a driveway of stable and permanent construction on an approved base. All driveways must be constructed with materials equal to or better than concrete, unless prior approval for other materials is obtained from the ARB. No gravel driveway shall be permitted.

10. FENCES. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its affiliates, and except any approved by the Architectural Review Board in addition to the foregoing requirement of approval, any Owner installing a fence along the boundary line of his lot shall be responsible for the maintenance of both sides of such fence and, to the extent necessary, shall have, and is hereby granted, an easement over the adjoining property for such purpose. No chain link fences shall be permitted on any lot or portion thereof, unless installed by Developer or its affiliates or other builders during construction periods or as otherwise approved by Developer.

11. UNIT AIR CONDITIONERS AND REFLECTIVE MATERIALS. No air conditioning units may be mounted through windows or walls visible from the front of the house or by any neighbor. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes.

12. BOARDED HOUSES. Houses may be boarded up or have shutters up only during the time of an imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days whichever is shorter.

13. UNDERGROUND WIRING. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any lot unless the same shall be placed underground, and as to any part or parts of said wires or lines which shall be outside the residence, the same shall be constructed or placed and maintained underground. This section shall not, however, prohibit temporary power lines utilized during the construction of a residence on a lot.
14. RECREATIONAL EQUIPMENT. Recreational equipment shall be placed or installed only with the approval of the Architectural Review Board.
15. MAILBOXES. Each mailbox shall be similar in size, design, quality, color and appearance and shall be approved by the ARB as to design and location.
16. SWIMMING POOLS. Any swimming pool to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:
- (a) Composition to be of material thoroughly tested and accepted by the industry for such construction.
 - (b) No lighting of a pool or other recreation area shall be installed without the approval of the ARB, and if allowed, shall be designed for recreational character so as to buffer the surrounding residences from the lighting.
17. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.
18. ANTENNA AND FLAGS. No outside antennas, antenna poles, antenna masts, ~~electronic device, satellite dish antennas, or antenna towers~~ shall be permitted. Satellite dish are permitted but shall not be mounted on the front wall of the residence. ~~except for the~~ The flag of the United States of America of a size specified in Florida Statue Chapter 720 may be exhibited or flown in a respectfully. No flags may be flown. ARB approval and necessary permits must be obtained to place a flag pole on your property.
19. GARAGES. All Residences shall have a two (2) car garage, or exterior garage doors which appear to house two (2) automobiles.
20. OIL AND MINING OPERATION. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these Restrictions.
21. ARTIFICIAL VEGETATION. No artificial grass or plants or other artificial vegetation, shall be placed or maintained upon the exterior portion of any Lot, unless approved in writing by the ARB.
22. AUXILIARY BUILDINGS. No boathouses, playhouses, screened enclosures, greenhouses, cabanas, storage or utility rooms, awnings, shelter canopies, entrance canopies, nor carport canopies shall be erected or permitted to remain on any Lot without the written consent of the ARB.

23. TEMPORARY STRUCTURES. No structure of a temporary character, or trailers, tents, shacks, tanks, mobile homes or recreational vehicles shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer, and its affiliates during construction. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, except for one gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill.

24. SIGHT DISTANCE AT INTERSECTIONS. No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended and a line connecting them at points twenty-five (25) feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

25. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any Lot, provided that a central sewage disposal system is being operated in accordance with the requirements of the Florida Division of Health or any other governmental regulatory body having jurisdiction over said central system.

26. WATER SUPPLY. No individual water supply system shall be permitted on any Lot, except for use in air conditioners, swimming pools and sprinkler systems, provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

27. DRAINAGE. No changes in elevations of the land shall be made which will cause undue hardship to adjoining property in connection with surface water drainage.

28. PERIMETER AND ENTRANCE WALL. No changes, alterations or modifications of any kind shall be made to the perimeter and entrance wall surrounding The Property without the prior written approval of the Architectural Control Committee.

29. ARB REPORTS. The ARB's approval or disapproval is required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting the same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, and thereafter fails to approve or disapprove said plans and specifications within seven (7) days after said period has lapsed and written demand from the Lot Owner therefore has again been made, approval will not be required and the related criteria shall be deemed to have been fully complied with.

30. DEVIATIONS. No construction may commence until the final plans and specifications have been approved by the ARB. No deviations from the approved plans and specifications shall be permitted and the ARB may require work to be stopped if a deviation is discovered until the deviation is corrected. The Association shall withhold issuance of its Certificate of Occupancy if the complete residence deviates from the ARB approved plans and shall take appropriate action against the responsible parties to require conformance to the ARB approved plans. --

31. MINIMUM SQUARE FOOTAGE. The minimum square footage shall be computed by multiplying the outside horizontal dimensions of the air conditioned area of the residence at each floor area without including porches, patios, terraces, overhangs, and garage. The minimum square footage for any residence constructed within Royal Palm Estates shall be two thousand six hundred (2,160) square feet.

32. PRELIMINARY PLANS. Preliminary plans and drawings must be submitted to the ARB, and approval of the same obtained prior to the submission of final plans and specifications, so that the time and expense of the owners and the ARB is minimized. All plans and drawings submitted must be signed by both the designing architect and the owner of the Lot and must include the following,
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(1) Energy Calculations.

(2) A survey of the Lot showing the proposed location of the improvement, grade elevation, contour lines, and location of all proposed paved areas and patios or decking.

(3) A quarter inch plan showing all four elevations of the proposed improvements.

(4) A quarter inch floor plan for each floor of the proposed improvement.

(5) A roof plan.

(6) A landscaped plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed); and the Latin and/or common names of all plants and their planted size.

33. LAYOUT. No work shall commence prior to approval by the ARE. No foundation for a residence shall be poured, nor shall construction commence in any manner or respect, until the layout for the residence is approved by the ARB. It is the purpose of this approval to assure that the residence is placed on the Lot in its most advantageous position. -

34. CONTRACTORS. In the event the residence is built by someone other than the Developer, the owner must submit to the ARB, the name of the general contractor, the general contractor's Florida State license number and such other requirements as Developer may reasonably request, including but not limited to, said contractor's liability and workmen's compensation insurance policies. Developer, hereby reserves the right to approve any contractor prior to construction of a residence in Royal Palm Estates.

35. CERTIFICATE OF COMPLETION. The issuance of a Certificate of Completion by the appropriate governmental agency and the Association to an owner shall constitute evidence of compliance with these Architectural Planning Criteria as of the date of issuance of such Certificate of Completion documents.

Except as the DECLARATION is expressly or impliedly amended as provided herein, all the terms and provisions of the DECLARATION shall remain in full force and effect. In particular, and without limitation, nothing contained herein shall be deemed to affect or modify the rights and privileges of DEVELOPER as provided in the DECLARATION.