

Record and return to:
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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**CERTIFICATE OF RECORDING UPDATED RULES & REGULATIONS FOR BENT
TREE PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. was recorded in Official Records Book 8403, Page 1087, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 19 of the Declaration, the Board of Directors for the Bent Tree Property Owners Association, Inc. (the "Association") has the authority to promulgate rules & regulations from time to time; and

WHEREAS, the Board of Directors did adopt previous versions of the Rules & Regulations which were never recorded, but the Board now wishes to record the Updated Rules and Regulations, as set forth herein.

NOW THEREFORE:

1. It is hereby certified that the attached Rules & Regulations were duly adopted by the Association and that said Rules & Regulations shall replace and supersede any previous versions of the Rules & Regulations, and that said Rules & Regulations are incorporated herein, and are hereby filed and recorded in the Public Records of Palm Beach County, Florida.

2. The Rules & Regulations attached hereto shall run with the real property subject to the Declaration, and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and burden of each owner and occupant thereof, subject to any amendments recorded hereafter.

It is hereby certified that the foregoing Rules & Regulations were approved by the affirmative vote of not less than a majority of the Board of Directors at a board meeting on May 27, 2020.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Certificate of Recording this 12th day of June, 2020.

**BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Witnesses:

A. Sanchez
(signature)
Ayelin Sanchez
(printed name)

[Signature]
(signature)
Eva Bachave
(printed name)

A. Sanchez
(signature)
Ayelin Sanchez
(printed name)

[Signature]
(signature)
Mona Monke
(printed name)

By: Andrea Ciampi
Andrea Ciampi, President

Attest: [Signature]
Allen Arnett, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of June, 2020, by Andrea Ciampi, as President, and Allen Arnett, as Secretary, respectively, of BENT TREE PROPERTY OWNERS ASSOCIATION, INC., who are personally known to me or have produced _____ as identification and who did take an oath.

Physical Presence: x

OR

Online Notarization: _____

[Signature]
Notary Public
State of Florida
My Commission Expires:

(Notary Seal)



Bent Tree POA Rules and Regulations

(Revised June 2020)

The following Rules & Regulations (R&Rs) apply to members of Bent Tree Property Owners Association, Inc. The Rules and Regulations are a summary of the Property Owners Documents and include supplemental rules. These Rules and Regulations were approved and adopted by the Board of Directors (BOD), effective September 30, 2001

The publication of these Rules & Regulations is intended to increase awareness of our responsibilities to our community and to maintain property values, improve the quality of life and safety in the Bent Tree Community.

These Rules & Regulations do not attempt to contain all of the restrictions and obligations contained in the Property Owners Documents. It is the responsibility of each Owner to be cognizant of the content of the Property Owners Documents. Owners are responsible for the actions of their guests, lessees, service personnel, contractors, etc.

All references indicated in this document refer to the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc., unless otherwise indicated.

1. Every Owner shall be required to hold membership in the Association.
(Art. I, Sec. 22, page 3.)
2. Every Owner shall be bound by the Association documents.
(Art. VI, Sec. 1, page 10. & Art. XVID, Sec. 3, page 34.)
3. Unless the approval or action of Owners is expressly required in the Association documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Owners. (Art. VI, Sec. 5. Page 11.)
4. All meetings of the Board of Directors, except when the Board meets in Executive Session, shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the President or Director presiding over the meeting. (Bylaws of Bent Tree Property Owners Association, Inc., Art. III, B, Secs. 16 & 17, page 8.)
5. Every Owner shall keep and maintain, at his own expense, his lot and the improvements located thereon in compliance with the standards and requirements of the Association including sidewalk, lawn, landscaping, as originally installed, replaced, and supplemented, sprinkler system and equipment. Each Owner is responsible for the maintenance of the landscape materials, sprinklers, and lawns in their Front yards and their back yards. Front yards are defined in Art. I, Sec. 18 page 3, of the Declaration. No Owner shall convert his sprinkler system from municipal water to well pump water. (Art. VII, Sec. 2, (a) and (b) page 13.)

The Board of Directors of the Association may determine to maintain landscape materials or sprinkler systems or lawns in the Front and/or back yards of each lot as a Common Expense. The Association currently maintains Front yards and inspects sprinkler systems.

6. No modifications or change of appearance or design of any portion of the exterior of any structure or site feature, which is in common view, are permitted, without written approval of the Board of Directors. (Art. VII, Sec. 2, (c) page 13.)
7. Owners are required to comply with architectural standards established by the Association. Owners shall submit an Architectural Review Committee (ARC) application, along with the appropriate plans and specifications, for Board approval, prior to modifications to their property, except as allowed by the Documents. (Art. XI, Sec. 1 and 2, (a) page 20.)
8. Owners shall provide written notice to the Association of intended sale or lease of their property, along with appropriate information, as stated in the Documents. No sale or lease of an Owner's property is authorized without an Association Certificate of Approval. (Art. XII, Sec. 1, 4, and 5 pages 21, 22, and 23.)

Rental Wait List Policy:

If an owner(s) wishes to lease his or her home, and if the Association is at the cap of 18, the owner(s) must submit a request in writing (an e-mail is acceptable) to be added to the rental wait list.

If and when the total number of rentals reaches below the cap of 18, management will notify in *writing* that an opening is available to the first person on the wait list.

The deadline from the date of notification to said owner that a spot is available is 2 months. A copy of the lease must be provided to the Association. If a lease is not received within 2 months, the opportunity to rent is no longer available, and the next person(s) on the waiting list will be given the same amount of time to rent his or her property.

9. Nuisance: The Owner or tenant shall not permit any nuisance to exist upon his property so as to be detrimental to any other property or to its owners. No owner or lessee shall make or permit any noise that will disturb or annoy the occupants of any other home, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other home occupants. (Art. XIII, Sec. 1, page 23.)
10. Commercial Activity: No trade or business may be conducted in or from any Residence, except that an Owner or occupant residing in a home may conduct activities within the home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property, or door-to-door solicitation of other residents; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, which may affect other residents of the Property, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this section. (Art. XIII, Sec. 2, page 23.)

11. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, unless camouflaged from view outside the lot. (Art. XIII, Sec. 3, page 23.)
12. No changes to the lot level (soil and drainage) are permitted without written approval of the Board of Directors. (Art. XIII, Sec. 4, page 23.)
13. No removal of trees or vegetation is permitted without prior written approval of the Board of Directors. (Art. VII, Sec. 1, (f), page 12 and Art. XIII, Sec. 4, page 24.)
14. No artificial vegetation shall be placed or maintained on the exterior portion of any lot unless approved by the Board. (Art. XIII, Sec. 5, page 24.)
15. Except as may be permitted by the ARC, no antennae, satellite dish, aerials or cable reception equipment shall be placed or erected on any lot, unless approved by the Board. (Art. XIII, Sec. 6, page 24.)
16. Trash, vegetation and garbage containers shall be placed so as not to obstruct the sidewalks or any part of the street and shall not be placed for pickup sooner than the evening prior to scheduled pickup. Storage of all containers must be in the garage. (Art. XIII, Sec. 7, page 24.)
17. No tents, trailers, vans, shacks, or other temporary buildings or accessory structures shall be constructed or otherwise placed upon the property. (Art. XIII, Sec. 9, page 24.)
18. Traffic Regulation and Parking: Vehicle parking will be regulated in accordance with the Declaration of Covenants, Conditions and Restrictions, Article II, Section 2, (b) and Article VI, Section 6 and Article XIII, Section 10.

No Owner has the right to drive or park upon any portion of the Property not intended for such common use.

Street parking should be avoided, especially during hours of darkness.

Since our streets are narrow, do not park directly across from another resident's driveway.

Vehicles parked in driveways shall not obstruct the sidewalk.

No parking within ten (10) feet of mailboxes between the hours of 8 AM and 4 PM. Sundays and Federal Holidays are exempted from this Rule.

No parking within fifteen (15) feet of any fire hydrant.

Note: Residents are required to keep their vehicles "within their Lot, in a designated parking area". Designated parking area means the driveway or garage. No parking on any grass or preserve area.

Owners, their families, guests, invitees, licensees, and lessees shall obey the posted parking and traffic regulations installed by the Association for the safety, convenience, and welfare of all Owners.

Owners shall provide requested information on all vehicles customarily parked on their property. They will display a decal issued by the Association on their vehicle/s and apply for replacements as vehicles change. Overnight Guests will display a visitor or guest sign. Decals and guest signs will be provided by the Property Manager. Owners are responsible for vehicle rule violations of their guests. Vehicles without the above identification may be towed from common property at the owner's Expense. (Art. XIII, Sec. 10, page 24, and Art. XIII, Sec. 19, page 27.)

19. No signs of any kind, except 'For Sale' signs and Security signs, shall be displayed in public view. (Article XIII, Section 11, page 25.)
20. Animals and Pets: No animals shall be raised; bred, or kept in any home, except that dogs, cats, or other household pets may be kept on the property, provided they are not kept, bred, or maintained for any commercial purpose. Note: no more than two (2) of cats and/or dogs.

Notwithstanding the foregoing, no animal may be kept on the property, which in the judgment of the Board results in a nuisance or is obnoxious to other residents nearby. No owner shall be permitted to maintain in his or her home any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament, as may be determined in the sole discretion of the Board of Directors.

1. Pets must be kept under leash while in any public area. No pets shall be permitted into the pool area.
 2. Each pet owner shall be required to clean up after his or her pet. Each home owner shall be strictly liable to the Association, and shall indemnify the Association, and hold it harmless against any loss or liability resulting from his, his family member's, or lessee's ownership of a pet.
 3. If a dog or any other animal becomes a nuisance or obnoxious to other Homeowners by barking or otherwise, the pet owner shall remedy the problem or upon written notice from the Association will be required to remove the pet from the property. (Alt. XIII, Sec. 12, page 26 and Art. XIII, Sec. 19.)
21. Moveable barbecues are permitted to be located and used so long as they are located and used in the rear of residential units. Any other use requires Board approval. (Art. XIII, Sec. 13, page 26.)

22. No garage shall be enclosed or converted to another use. (Art. XIII, Sec. 14, page 26.)
22. Uses Affecting Insurance. No home owner or lessee shall do or permit any act or failure to act which shall cause any insurance policy held by the Association to become void or suspended, or which would cause any increase in premiums payable by the Association. (Art. XIII, Sec. 15, page 26.)
23. No fences, walls, or other permanent or fixed structures are permitted in the Front Yard area of any lot. Fences, walls, or other permanent or fixed structures in the backyard require ARC/BOD approval prior to installation. (Art. XIII, Sec. 9, page 24 and Art. XIII, Sec. 16, page 26.)
24. No swimming is allowed in the Lake. No boats with motors of any kind are permitted on the Lake. No boats shall be stored on the Lake or the Lakeshore. (Art. XIII, Sec. 17, page 26.)
25. Hurricane Shutters: (This rule is adopted pending a proposed amendment vote to the Declaration of Covenants in November.)

Each Owner/Lessee who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his home prior to his departure by doing the following:

1. Remove all furniture, potted plants, and other moveable objects, including garden hoses, from the exterior of his home.
2. Notify the Property Manager of the dates of absence and the name of a responsible person or firm to take care of storm preparation and to care for his home should it suffer storm damage.

The Association is not responsible for damage to any Owner's property. Definitions:

- a. Permanent Shutters: Those shutters which either roll up and down or close in an accordion manner and which are designed to remain permanently fixed to a structure in an open or closed position.
- b. Temporary Shutters: Those shutters, which are designed to fit into or on hardware which itself, is permanently installed.
- c. Emergency Shutters: Those shutter devices which do not meet the definition of "permanent" or "temporary" hereunder and which are readily removable and made of plywood or other types of wood or metal.
- d. Open: When permanent shutters, as defined above, are in an opened or up position.
- e. Closed: When permanent shutters, as defined above, are in a closed or down position.

Permanent and temporary shutters, and/or hardware, may not be installed without prior written approval of the ARC/BOD.

Shutters may be put in place when a Tropical Storm Watch is issued for Palm Beach County.

Hurricane Shutters are not permitted to remain on a home when the hurricane season is over.

Use:

1. Permanent shutters shall be maintained in an open position and temporary shutters may not be put in place, except:
 - a. During that period after a Tropical Storm Watch is issued for Palm Beach County.
 - b. When the Owner is not in residence (on vacation during the period from June 1 through November 30) and wishes to secure his home during that absence.
 2. Emergency shutters may be put in place during the period that a Tropical Storm watch has been declared for Palm Beach County and for a period of not more than seventy-two (72) after the hurricane emergency has been lifted.
 3. Any shutters which are not installed and/or used as provided herein may be removed by the Association upon no less than three (3) days' notice to the Owner or lessee. Should the Association remove the shutters, the cost of the same shall be charged to the Owner and shall be a special assessment against that Unit.
 4. Any damage to the building during the installation and/or removal of any shutters shall be the responsibility of the Owner. All repairs shall be completed within thirty (30) days. (Art. XIII, Sec. 19, page 27.)
26. Toys. No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys (skateboard ramps, or other such structures, hockey goals, portable basketball backboards,) shall be allowed to remain, unattended in the common areas. The sidewalks, walkways, streets and parking areas shall not be obstructed. (Art. XIII, Sec. 19, page 27.)
- There are no golf carts or low speed vehicles permitted in Bent Tree.
27. Damage. Any damage to the common elements, property, or equipment of the Association caused by any Owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such owner. (Art. XIII, Sec. 19, page 27.)

28. Pool and Tennis Court. Conduct at the swimming pool and tennis court shall be governed in accordance with the rules contained in the Property Owners Documents and with the Rules posted at the swimming pool and tennis court.

Owners should be aware that the Bent Tree Swimming Pool has not been approved for night swimming. Therefore, in accordance with Palm Beach County Health Department Regulations, no use of the swimming pool is permitted during the hours between sunset and sunrise. Violators may be prosecuted.

Vandalism will be prosecuted to the full extent of the law.
(Art. XIII, Sec. 19, page 27.)