FIFTH AMENDED AND RECORDED

HOMEOWNER’S ASSOCIATION
RULES AND REGULATIONS

EFFECTIVE JANUARY 1, 2002

A PERMANENT DOCUMENT
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TWIN RIVERS HOMEOWNERS
ASSOCIATION

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FORWARD

Twin Rivers is a deed restricted community. The deed issued to every homeowner when the property was purchased carries certain restrictions on the use of the property and the conduct and actions of the homeowners. The Covenants, Conditions, Restrictions and Easements for Twin Rivers (the Covenants) are part of every homeowner's deed and are recorded in the property records of Seminole County, Florida. They are contractually binding on all persons who purchase a lot or home in Twin Rivers. Each homeowner or occupant is required to comply with the Covenants. The Association through its Board of Directors is required and empowered to enforce the Covenants. Violations of the Covenants may be brought to the attention of the Board by the complaint of any homeowner; or occupant; or through its own observations; or the reports of its agents or the management company. The Association will require the permanent correction of violations by using the appropriate level of enforcement necessary to achieve compliance. This may include action through the courts.

Each homeowner should carefully read these rules. They are part of the Covenants and are binding on all owners and occupants, including renters. These rules should be kept with the permanent documents pertaining to each homeowner's property.

Should the homeowner rent the property a copy is to be provided the renter/occupant.

Questions regarding these rules, their enforcement, or requests for exceptions should be addressed to:

Twin Rivers Homeowners Association
c/o Sentry Management
2180 West SR 434, Suite 5000
Longwood, FL 32779

Telephone inquiries may be made to Sentry Management at: 407-788-6700 Ext. 243
The Twin Rivers Help Line, a voice mailbox, may be reached at: 407-262-3509

A. In order to preserve the character, and excellence in design of the entire Twin Rivers Planned Unit Development, (hereinafter referred to as "Twin Rivers"), and to protect its property values, the Rules and Regulations set forth below are promulgated and will be administered by the Board of Directors (hereinafter referred to as, "the Board") pursuant to the "Declaration of Covenants, Conditions, Restrictions, Reservations And Easement For Twin Rivers Development", (hereinafter referred to as, "the Declaration")
and the Association's Articles of Incorporation and Bylaws. These Rules and Regulations are published in accordance with the provisions of Article VIII of the Declaration and are incorporated into said Declaration. Every Home owner, his tenants, invitees and agents shall comply with all Rules adopted by the Association. In administering these Rules the Association, the Board and any of its agents may in their sole discretion grant, withhold or deny their permission, consent or approval in any instance when their permission, consent or approval is permitted or required in accordance with these Rules and Regulations. The Association, the Board and any of its agents shall have no liability to any Homeowner or other person and shall be indemnified and held harmless by any Homeowner or other person for any damages arising from the administration or enforcement of these Rules. The terms and definitions used herein shall have the same meaning as set forth in the Declaration.

B. All owners of homes and/or lots, their occupants, tenants, guests and family members must fully comply with these Rules and Regulations and all other Rules and Regulations of the Association including those found within the Declaration, Articles of Incorporation and Bylaws of the Association. Owners of lots and/or homes shall be responsible for any violation of their tenants, occupants, guests and family members. Similarly, occupants residing in a home shall be responsible for any violation of their guests and family members.

C. Except as set forth herein or otherwise provided by law, the Declaration, Articles of Incorporation or Bylaws of the Association, the following Rules and Regulations shall be binding and enforceable.

D. Whenever local, state or federal laws are more restrictive than these Rules and Regulations, they shall take precedence.

RULES

1. The Common Properties and facilities of the Association shall not be obstructed, littered, defaced or misused in any manner, nor shall they be used for any purpose other than the purposes intended. Common Properties and facilities shall not be used by the members for storage of any kind specifically including, without limitation, storage of carts, bicycles, carriages, motor vehicles, boats, chairs, tables or any other objects.

2. Motor vehicles shall be defined to include and refer to: automobiles, sport utility vehicles, buses, trucks, motorized trail bikes, motorcycles, motor homes, commercial vehicles, vans, dune buggies and all other motorized vehicles.

2.1 A motor vehicle that cannot operate on its own power shall not remain in Twin Rivers (as that term is defined in the Declaration) for more than seventy-two (72) hours, unless said vehicle is concealed inside the homeowner's or occupant's garage.

2.2 No motor vehicle shall be repaired in Twin Rivers unless said vehicle is totally inside Homeowner's or occupant's garage. Repairs to motor vehicles on the owner's property are prohibited, except for the emergency repairs necessary to enable the vehicle to be moved to an off site repair facility.

2.3 All motor vehicles being operated or stored in Twin Rivers shall carry and display a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by noise, exhaust, disrepair, noxious emissions, or other nuisances.

2.4 Motor vehicles shall not be operated on pathways or unpaved areas, except that golf carts owned by Homeowners or occupants may be operated upon pathways as designated by the Board.
3. The term "Restricted Vehicle or Vehicles" shall hereinafter include and refer to:
   (a) any motor vehicle with an industry rating in excess of 3/4 ton; and
   (b) all buses, tractor trailers, semi trucks or tractors, commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers and all other types of trailers.

3.1 No Restricted Vehicle shall be permitted to be parked or stored at any place in Twin Rivers without prior written Board approval unless said vehicle is totally concealed in the Homeowner's or occupant's garage. Ownership or use of the vehicle shall not be a factor in complying with these rules. This prohibition shall not apply to temporary parking of Commercial Vehicles for pickup, delivery and other temporary commercial services, but only for the duration of the actual service or product being picked up or supplied. "Commercial Vehicle" shall include but not be limited to Restricted Vehicles, any vehicle advertising a commercial message by use of a logo or lettering, and any vehicle which has been built or modified to perform a commercial function. Temporary exceptions to this rule may be granted upon written request of the Homeowner or occupant and prior approval by the Board subject to the exercise of its reasonable discretion.

3.2 Any vehicle parked on the Common Property in violation of these Rules and Regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Association at the sole expense of the owner, when such vehicle remains in violation for a period of twenty-four (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 for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. Once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. Subsequent violations by the same Homeowner or occupant will be subject to immediate action, including towing, by the Board.

3.3 Overnight parking of all passenger vehicles (that is, non-commercial and non-restricted vehicles) on the Homeowner's property shall be on paved driveways or in garages. Overnight parking of all other vehicles and recreational equipment shall also be in garages.

3.4 No vehicle shall be parked so as to obstruct the sidewalks. Vehicles parked on the street shall not at any time inhibit the movement of emergency vehicles or impede the ingress or egress of any Homeowner or occupant from his or her property.

3.5 Vehicles parked in compliance with all other conditions may be covered with a protective cover for a period not to exceed thirty (30) days with prior approval from the Board.

4. Noises or lights and/or noxious odor producing activities which disturb or otherwise interfere with the rights, comforts or conveniences of Twin Rivers Homeowners or occupants are prohibited. No Homeowner or occupant shall play or permit to be played on his lot or in his home any musical instrument, television, stereo or any other sound equipment in such a manner as to disturb or annoy other residents.

4.1 Noise resulting from construction work, installation work, repair work and other types of professional services may only occur:
   (a) from 8:00 am to 7:00 pm, Monday through Saturday;
   (b) at such other time(s) as approved by the Board; or
   (c) at such other times as are necessary to deal with an emergency.
   (d) however, reasonable noise resulting from lawn and landscaping maintenance may be made between the hours of 8:00am and 7:00pm Monday through Sunday.
5. No sign of any kind shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any structure, home, lot or property located within Twin Rivers with the exception of:

(a) "For Rent" or "For Sale" signs which may be displayed on the property to which they pertain. Said signs may not exceed six (6) square feet without prior Board and any required City approval.

(b) Garage sale and yard sale signs may be posted by the Homeowner or occupant on their property for a total period not to exceed two (2) consecutive days prior to the sale. Said signs may not exceed four (4) square feet. These signs will be constructed of metal, wood or plastic or other rigid, weatherproof materials. The Homeowner or occupant is responsible for removal of the signs within 24 hours of the end of the sale;

(c) Not more than two signs endorsing a candidate or issue in a current election may be displayed on a Lot or in a home. These will be displayed not more than fourteen (14) days in advance of said election. Such signs shall not exceed six (6) square feet. Additionally, the Homeowner or occupant is responsible for removing these signs within two (2) days following the election. No signs of this type will be displayed on the common grounds.

(d) Signs provided by security system companies and "Beware of Dog" signs may be displayed in a home or on a Lot within three (3) feet of the home or attached to an approved fence. These signs shall be limited to one (1) square foot.

(e) Contractors who are performing work on a Lot or at a home within Twin Rivers may display their corporate sign on the Homeowner's property during the duration of the work being performed. These signs may be no larger than six (6) square feet. The Homeowner/occupant is responsible for the removal of the sign at the completion of the contractor's work.

(f) "Neighborhood Watch" signs authorized by the City of Oviedo may be displayed in addition to all others.

6. No animals, livestock, cattle or poultry of any kind shall be raised, bred, maintained or kept on any Lot except as set forth below.

7. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance. No household pet shall be permitted outside its owner's lot unless such pet is on a leash that is not more than six (6) feet long. The pet must be attended and under the control of the pet owner, a family member or other responsible individual.

7.1. For the purposes hereof, the term "household pets" is defined to include, but not limited to, dogs, cats and domestic birds. Also, the type of pets kept entirely within the home or lot is at the discretion of the Owner or occupant. However, no wild animal may be kept in Twin Rivers.

7.2. Household pets shall only be walked or taken upon those portions of the Common Property designated by the Association from time to time for such purposes. In no event shall household pets be walked or taken on or about any recreational facilities contained within the Common Properties. Household pets shall not be permitted to defecate, urinate or soil on any Common Properties, sidewalks, streets or any portion of another Homeowner's private property. Persons attending household pets shall be responsible to immediately clean up after those pets.
8. The erection or modification of any fence on any lot requires the prior approval of the Board as well as the permits and surveys required by any and all governmental agencies. Fences on a lot shall conform to the following:

(a) be not higher than six (6) feet high except as otherwise set forth herein;
(b) be a stockade fence, board on board fence or vertical shadow box fence;
(c) be made of wood or other synthetic materials approved by the Board;
(d) have the board side facing away from the Homeowners lot (e.g. posts and beams facing the interior of the lot and fence);
(e) terminate at a natural buffer, e.g., hedges or trees, at an existing home, an existing fence or an existing Common Property wall. If such fence terminates at an existing Common Property wall, such fence must also comply with Article 8.4, below;

8.1 Fences shall not be permitted on lots that are contiguous to the golf course.

8.2 Chain link fences shall not be permitted on any Properties within Twin Rivers.

8.3 Other type fences may be constructed in exceptional cases, but only with the Board's prior approval. Fences may be stained or painted provided they comply with the colors approved by the Board for that section of the Twin Rivers P.U.D. Clear coat preservation is permitted. Fences that are painted or stained shall be maintained in accordance with standards set forth by the Board. Fences that are discolored, or have paint that is uneven, peeling or fading are not acceptable and must be repaired. Missing and/or broken slats, leaning and/or sagging fences and gates that are in inoperable condition are also not acceptable and must be repaired.

8.4 On any Lot that borders the wall(s) of the Common Property no fence shall be erected parallel to such wall(s) within 15 feet of such wall(s). Fences which are perpendicular to these walls may be erected with Board approval and shall be consistently sloped beginning at a distance of not less than six (6) feet from the wall so as to be no higher than the wall at the point of intersection.

9. Storage, collection, and disposal of trash, garbage, materials to be recycled, and yard cuttings shall be in compliance with the Rules set forth and published from time to time by the Board of Directors.

9.1 Refuse and garbage shall be placed in containers (hereinafter referred to as "storage containers"). They will be of sturdy materials and capped or closed in such a manner that they are inaccessible to animals. Except as set forth below, these storage containers, as well as those for materials being recycled, shall be placed within the home or totally concealed or screened from view (i.e., the storage containers cannot be seen from the surrounding properties and streets). The method of outside concealment shall have prior approval of the Board, and except as set forth below, shall be either fencing or landscaping. Other methods of outside concealment may be submitted to the Board for consideration and approval.

9.2 Storage containers, garbage, refuse, recycle items and yard clippings shall be placed curbside no earlier than the evening prior to the scheduled pick-up day. No later than midnight of the day of the pick-up, storage containers shall be removed from the curbside and returned to a location where they are totally concealed or screened from view as set forth above.

10. All public or private transmission and service wiring for electrical, gas, telephone, and cable television communication services and service line must be installed and buried underground, where permitted, in accordance with applicable city codes.
11. All Lots shall be completely sodded with St. Augustine, Bahia, Bermuda or Centipede grass. However, some Lots or portions of Lots which, pursuant to the Declaration, Articles of Incorporation, Bylaws or these Rules and Regulations may not be required to be sodded. These are: portions of lots which are covered by Board authorized, approved and/or permissible improvements such as, driveway, sidewalks, and landscaped areas.

11.1 The use of stone or gravel as a ground cover must be pre-approved by the Board.

12. No noxious, unsightly or offensive activity shall be conducted, nor shall anything be permitted to be done which may be or may become an annoyance or nuisance to Twin Rivers or its Homeowners or occupants. In the event a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, who shall render a decision in writing, which decision shall be dispositive of such dispute or question.

13. All homes and Lots shall be maintained to community standards as shall be established by the Board from time to time and the Homeowner and tenant(s) of the lots shall abide by such community standards including, but not limited to taking the requisite action to insure.

(a) no weeds, underbrush, or other unsightly growth shall be permitted to grow or remain on any Lot;

(b) no refuse or unsightly materials or objects shall be placed or allowed to remain on any Lot;

(c) all landscaping, sod, sprinkler systems, structures, improvements and other property on the Lot shall be kept operational and in a clean, neat and attractive condition;

(d) the exterior of all homes and other improvements on the Lots shall have a coat of paint, stain or other finish which is free from mildew and discoloration, and applied evenly. Cracks, peelings or damage of any kind to the exterior of the home must be repaired immediately.

(e) Roofs of all homes shall be maintained in a clean, neat and attractive condition and missing tiles and shingles shall be replaced and damaged tiles or shingles shall be repaired. Shingles and tiles shall be free of mildew.

13.1 Landscape maintenance of Lots by the Board may be undertaken when the growth of the vegetation or grass does not meet the community standards as the Board shall from time to time establish. The Board may institute such maintenance as it deems reasonable and appropriate. Such maintenance shall not constitute a trespass and the Association shall not be liable to the Homeowner or others with any interests in the property for trespass, conversion or otherwise, nor shall the Association be guilty of any criminal act by reason of such maintenance.

14. The personal property of Homeowners and occupants and guests must be stored in their home, approved storage shed, or other approved location within Twin Rivers.

14.1 Storage sheds and accessory buildings are permitted provided such sheds are first approved by the Board. A condition of approval shall be that the shed be constructed using a complimentary architectural style and color scheme to the existing home. Determination of compliance with this provision shall be the responsibility of the Board.
14.2 Sheds and accessory buildings shall:
   (a) be free standing;
   (b) be no higher than eight (8) feet tall;
   (c) not have any walls longer than twelve (12) feet;
   (d) not be larger than 120 square feet; and
   (e) be located behind a fence pre-approved by the Board.

14.3 Dog houses on the owner’s or occupant’s lot must be pre-approved by the Board. Dog houses must be located:
   (a) within the confines of an approved fenced yard; or
   (b) such that the dog house is otherwise screened from view (i.e. not visible from adjacent lots, golf course or streets).

15. Except as set forth herein: no garbage cans, supplies, milk bottles or other articles shall be left outside of any home or Lot.

16. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any home, on a Lot or on the Common Properties, except for appropriate use in fireplaces, outdoor cooking by the Owner or occupant and household maintenance.

17. A Homeowner or occupant shall not cause anything, to be affixed to, attached to, hung, displayed or placed on the exterior walls, doors, roofs, balconies or windows of the home. Two exceptions to this are:

   17.1 Decorative owner's name signs or plaques which conform to the color, style and decor of the house may be affixed to the wall adjacent to the front door. The plaque will not be larger than three (3) square feet.

   17.2 Flags including, but not limited to those of the United States of America, its military units, and the State of Florida and flags representing colleges, schools and universities, and seasonal and holiday themes may also be displayed. These flags may be hung or flown from a staff (pole) not to exceed seven (7) feet in length which must be attached to the house and no higher than ten (10) feet above the ground. Flags will not exceed three (3) feet by five (5) feet and will be flown in compliance with State and Federal guidelines and the Rules set forth from time to time by the Board.

   17.3 Flying the US flag is governed by Federal Law, Title 36 USC, and Chap.

10. As it pertains to the Twin Rivers community the following Rules will also apply to displaying the US flag:
   (a) No flag may be flown above it.
   (b) It may be flown between sunrise and sunset, unless lighted.
   (c) It will be flown at the tip of the staff (pole) with the blue field at the point.
   (d) The flag will be displayed so as not to touch anything below it.
   (e) Only flags in good condition will be displayed. Flags which are dirty, torn, faded or frayed are not permitted.
   (f) When no longer fit for display, flags will be disposed of in a dignified way, preferably by burning.

   17.4 No more than two flags may be flown concurrently on any Lot or home.
   17.5 In addition to these laws, under the terms of the covenants permanent, freestanding flagpoles are not permitted.

   17.6 Notwithstanding the foregoing, a Homeowner or occupant is permitted to display seasonal or holiday decorations during the appropriate holiday periods: Seasonal and holiday decorations may be displayed not more than twenty-one (21) days before and are to be removed within fifteen (15) days after the holiday event.
18. All additions and changes to external structures and landscaping on any Lot must be pre-approved and completed in accordance with:
(a) the plans, specifications and timetable submitted by the Homeowner and approved by the Board; and
(b) these Rules and Regulations, the Declaration, Articles of Incorporation and Bylaws of the Association. The Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Homeowner or occupant, such as strikes, casualty losses, national emergency or random acts of nature.

19. No skateboard or bike ramps shall be permitted on any Lot or Common Properties, except as pre-approved in writing by the Board. Ramps of a temporary construction must be placed within the home or totally concealed or screened from view by the surrounding property and streets. If approved, ramps must be located and constructed so as not to create noise or other disturbances.

20. No above ground swimming pools; window mounted air conditioning units which are visible from the street or the golf course; awnings or windows covered with aluminum foil or other reflective materials shall be permitted on any lot or in any home except as pre-approved in writing by the Board. All windows must have conventional window treatments which are to mean drapes, shutters, or blinds which cover the entire window. The use of bedding materials, newspapers or other materials not designed for windows is expressly prohibited.

21. Homes with faded, discolored or mildewed surfaces must be repainted. The color to be used in repainting a home requires Board approval except if the home is to be repainted:
   (a) to its original color, as established by or approved by the developer; or
   (b) with the current color which was previously approved by the Board. Homes which are to be painted or repainted are limited to the colors approved by the Board for that section of the Twin Rivers P.U.D. except as set forth above.

22. Only one (1) mailbox shall exist for each home. No separate mailbox, container or receptacle shall exist or be permitted for newspapers, magazines, flyers, etc. Replacement mailboxes shall be similar to the style and colors of the neighborhood and will be pre-approved by the Board.

23. Basketball hoops, basketball backboards, basketball standards and poles are prohibited in Twin Rivers except under the following conditions:
   (a) they must be installed a minimum of ten (10) feet from the sidewalk and five (5) feet from the property line;
   (b) they are to be constructed of non-wood materials, including the backboard; and
   (c) the pole is to be freestanding and no higher than twelve (12) feet. Notwithstanding the above, basketball hoops and structures must have the prior approval of the Board before they are erected.

24. Playground and play yard equipment, as defined below, is prohibited in Twin Rivers except under the following conditions:
   (a) all such equipment shall be no higher than ten feet (10); and
   (b) all such equipment shall be placed only on the owner's Lot and to the rear of the home. It must be set back a minimum of ten (10) feet from all property lines.
Playground and play yard equipment are defined to include, but are not be limited to jungle gyms, forts, slides, swing sets, teeter-totters, and other play equipment for children. Playground and play yard equipment shall be installed and used at the sole risk of the Homeowner, occupant or user. The Association shall not be liable to any person for any claim, damage, or injury resulting from the installation or use thereof. This Rule is not intended to permit the installation of any kind of above-ground swimming pool. These pools are prohibited. Notwithstanding the above, playground and play yard equipment must have the prior approval of the Board before it is erected or installed.

25. The term "residential purposes" as defined in Article 9.1 of the Covenants is defined as follows: No business, religious, or non profit activity which involves sales, personal services or professional services that requires its customers, clients, patients, recipients or agents to use or enter the Lot or home shall be permitted. The commercial manufacturing or repair of products or the commercial storage or distribution of goods on any Lot or in any home is prohibited.

26 Homeowners may rent their homes for periods of not less than twelve (12) months. Only the entire home can be rented (i.e., no portion of a home, other than the entire home, may be rented for any period). No home may be leased, sub-leased or rented for boarding house, dormitory, transient lodging, time-share or hotel purposes. Homeowners shall not lease their homes without a written lease and such lease shall require the renter to comply with these Rules and Regulations. The homeowner is responsible for providing the tenant with a copy of these Rules and Regulations.

26.1. When a home is rented or leased the Owner will notify the Association at the address provided at the Forward of this document of the effective dates of the lease and the current mailing address of the Homeowner or his/her agent.

27. Every Homeowner and occupant shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations which from time to time may be adopted, and all provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of a Homeowner or occupant to so comply 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 and use of Common Properties and seek redress through the legal system in the event of failure to so comply.

These Rules and Regulations shall apply to the Association, its Board members, agents, employees and contractors. All of these Rules and Regulations shall also apply to all Homeowners and occupants even if not specifically so stated in portions thereof.

28.1. The Board of Directors shall be permitted (but not required) to grant temporary relief not to exceed ten (10) days to Homeowners or occupants from specific Rules and Regulations. The Home owner or occupant seeking such relief shall in a written request to the Board state the extenuating circumstances and the specific relief requested. Good cause shall be shown in the written decision of the Board.

28.2. Homeowners/occupants, prior to taking relief, must send their requests for relief to:

Twin Rivers Home - owners Association at the address shown in the FORWARD section of this document.