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**CERTIFICATE OF AMENDMENT TO THE COMMUNITY DECLARATION FOR
CRESSWIND PALM BEACH,
ADOPTION OF RULES AND REGULATIONS AND ARCHITECTURAL
GUIDELINES STANDARDS & CRITERIA**

WHEREAS, the COMMUNITY DECLARATION FOR CRESSWIND PALM BEACH was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 31504 at Page 1491, and,

WHEREAS, “Declarant” as used in the Declaration is KH Westlake, LLC, a Florida limited liability company; and,

WHEREAS, Turnover to the lot owners has not yet occurred, Declarant continues to elect the Board of Directors and, pursuant to Article 4.3 of the Declaration, prior to turnover, Declarant shall have the right to amend the Declaration and rules and regulations as it deems appropriate without joinder or consent of any person or entity whatsoever; and,

WHEREAS, Declarant has amended the Community Declaration for Cresswind Palm Beach and the amendments are attached to this certificate; and,

WHEREAS, Declarant has adopted rules and regulations and they are attached to this certificate; and,

CERTIFICATE OF AMENDMENT TO THE COMMUNITY DECLARATION FOR CRESSWIND PALM BEACH
HOMEOWNERS ASSOCIATION, INC., ADOPTION OF RULES AND REGULATIONS AND ARCHITECTURAL
GUIDELINES STANDARDS & CRITERIA

Page 2 of 4

WHEREAS, Declarant has adopted Architectural Guidelines, Standards & Criteria
which are attached to this certificate; and,

WHEREAS, the aforementioned amendments, rules, regulations and architectural
guidelines, standards and criteria shall become effective upon the recording of this
Certificate among the Public Records of Palm Beach County, Florida.

NOW THEREFORE, the undersigned hereby certify that the attached
amendments to the amended the Community Declaration for Cresswind Palm Beach,
the attached Rules and Regulations and the attached Architectural Guidelines,
Standards & Criteria are true and correct copies of the materials approved by the
Declarant.

WITNESS my signature hereto this 14th day of July, 2025
at _____, Palm Beach County, Florida.

KH WESTLAKE, LLC

Witness Allison Marshall By: Brian Grove
Print Witness 1 Name and address:

Allison Marshall
6536 Chasewood DR
Jupiter FL 33458

Attest:

[Signature]
, as Secretary Authorized
Secretary

CERTIFICATE OF AMENDMENT TO THE COMMUNITY DECLARATION FOR CRESSWIND PALM BEACH
HOMEOWNERS ASSOCIATION, INC., ADOPTION OF RULES AND REGULATIONS AND ARCHITECTURAL
GUIDELINES STANDARDS & CRITERIA

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Witness 2: Michelle Haire

Print Witness 2 Name and address:

Michelle Haire

2010 20th Lane PBL R
33418

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 14th July 2025 (date) by
Brian Grove, Authorized Signatory (name of officer or agent, title of officer or agent)
of KH Westlake LLC a Florida LLC on behalf of the
LLC. He/she is personally known to me or has produced
_____ (type of identification) as identification.

[Notary Seal]



[Signature]
(Signature person taking Acknowledgment)

Angela M Holmes
(Name typed, printed or stamped)

Joined by CRESSWIND PALM BEACH
HOMEOWNERS ASSOCIATION, INC.

Witness 1: Allison Marshall

By: Brian Grove
, as President Authorized Signatory

Print Witness 1 Name and address:

Allison Marshall
6524 Chasewood Dr.
Jupiter FL 33458

Attest:

[Signature]
, as Secretary Authorized Signatory

CERTIFICATE OF AMENDMENT TO THE COMMUNITY DECLARATION FOR CRESSWIND PALM BEACH
HOMEOWNERS ASSOCIATION, INC., ADOPTION OF RULES AND REGULATIONS AND ARCHITECTURAL
GUIDELINES STANDARDS & CRITERIA

Page 4 of 4

Witness 2: Michelle Heine

Print Witness 2 Name and address:

Michelle Heine

2010 20th Lane PBG Fl
33418

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 14th July 2025 (date) by
Brian Grove Authorized Signatory (name of officer or agent, title of officer or agent)
of CRESSWIND PALM BEACH HOMEOWNERS ASSOCIATION, INC., a Florida
Corporation on behalf of the corporation. He/she is personally known to me or has
produced _____ (type of identification) as
identification.

[Notary Seal]



(Signature person taking Acknowledgment)

Angela M Holmes
(Name typed, printed or stamped)

The following are amendments to Article 10 of the Community Declaration for Cresswind Palm Beach. New language is underlined and deleted language is overstricken:

10.2 Landscape Maintenance. Association shall be responsible for maintaining the landscaped areas within each Lot in accordance with the following terms:

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot only to the extent provided in this Section. The Association's landscape maintenance responsibilities include trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance shall constitute a part of the Operating Expenses and each Owner of a Lot shall pay an equal share of such costs. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Association regardless of the cause of the death or damage, the Owner shall be responsible for the replanting, repair, and/or replacement of such landscaping with identical landscaping or landscaping approved by the ACC consistent with guidelines and specifications approved by the Board of Directors as many be amended from time to time ~~selected by the Board in its sole and absolute discretion, except in the case of damage due to an Owner's negligence or willful actions, or the negligence or willful actions of a Lessee, guest or invitee.~~ Grass replacement shall be only with citra blue saint augustine grass or such other grass authorized by the ACC consistent with its guidelines and specifications. ~~Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot in the case of damage due to an Owner's negligence or willful actions, or the negligence or willful actions of a Lessee, guest or invitee, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas in such event.~~ In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner, and the Association may replace such landscaped areas with plant varieties determined by the Association in its sole discretion. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping (or allows the modification of such landscaping by such Owner's Lessees or invitees) as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and such modified landscaping, and there shall be no abatement or reduction in such Owner Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC. Owners shall be responsible for coordinating with the Association's landscaping and irrigation vendors before digging or making any alterations to the lots to assure that there are no damages to the irrigation system. If an Owner damages any lake bank grass or other landscape material on the lakes or lake banks, the Association shall coordinate the repairs with the Seminole Improvement District and the costs to cure the damage shall be billed to the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

The following shall be added to the existing language of Article 12.2 of the Community Declaration for Cresswind Palm Beach:

No household may keep more than five (5) animals at any time. Only common household animals may be kept in the community. No exotic animals are permitted to be housed in the community. For the purposes of this rule, exotic animals are defined as any animals that are not commonly domesticated or typically kept as household pets. This includes, but is not limited to:

- Wild animals (e.g., wolves, foxes, raccoons, skunks, coyotes)
- Non-human primates (e.g., monkeys, chimpanzees)
- Large carnivores (e.g., lions, tigers, bears)
- Venomous or constrictor snakes (e.g., pythons, boas, cobras)

- Reptiles exceeding four feet in length
- Farm animals (e.g., pigs, goats, chickens, roosters)
- Exotic birds (e.g., peacocks, large parrots not commonly kept as pets)
- Any animal regulated or prohibited by local, state, or federal law

The Board of Directors shall be the final arbiter of whether an animal is a prohibited exotic animal and shall have the right to determine whether an animal meets the definition of an exotic on a case-by-case basis.

All animals must be registered with the Association by their owners using forms provided by the Association, all animal owners must provide their animals with all vaccinations routinely recommended by Florida licensed veterinarians and the Association shall be provided with evidence of compliance with this section.

The following shall be added to the existing language of Article 12.34 of the Community Declaration for Cresswind Palm Beach:

In addition to the flags described above, residents may display those flags permitted by Section 720.304, Fla. Stat. (2024) as may be amended from time to time. Such flags shall be displayed in the same manner as other flags described herein.

The following shall be added to the existing language of Article 12.35 of the Community Declaration for Cresswind Palm Beach:

No owner, resident, guest, or third party shall create, operate, or maintain any social media account, website, online group, or digital platform, whether public or private, that uses the name of the Association, the name of the Developer, or any variation, abbreviation, acronym, logo, or branding that could reasonably be interpreted as being affiliated with, endorsed by, or officially representing the Association, the Board of Directors, management or the Developer.

This prohibition applies to:

- The Association's full legal name, common name or abbreviated name;
- The Developer's name or any of its subsidiaries or related organizations;
- Logos, graphics, taglines, or marks associated with the Association or Developer;
- Any combination of words or images that may imply official status or create confusion as to the source or authority of the content.

Owners, residents, guests and third parties may create unofficial internet forums or groups for discussion or community engagement; however, such groups must **not** use the Association or Developer name in a way that implies official representation. Any unofficial group or page must include a clear and conspicuous disclaimer stating that it is **not affiliated with, endorsed by, or officially associated with Cresswind Palm Beach Homeowners Association, Inc., its managing agent, Kolter or its Board of Directors.**

Since damages for violation of this provision may be difficult or impossible to ascertain, a violation of this provision shall cause the party or parties who violate this provision to be liable to the Association, Kolter or its managing agent for the greater of actual damages or liquidated damages in the amount of \$25,000.00. Such liquidated damages shall not be construed as a penalty. In addition to an action for damages, a party alleged to have been affected by a violation of this section may seek injunctive relief and this clause shall not be construed as an election of its remedy.

**Cresswind Palm Beach
Homeowners Association, Inc.**

**Architectural Guidelines
Standards & Criteria**

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Architectural Guidelines, Standards & Criteria

I. INTRODUCTION

The intent of the contents of this guide, as well as the existence of the Design Review policy, is to provide the guidelines required for maintaining an aesthetically pleasing community. Adhering to these guidelines is beneficial for all involved in that they are meant to protect the investment of the homeowners, as well as portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.

The Architectural Guidelines have been adopted by the Board of Directors of Cresswind Palm Beach Homeowners Association (CWPB or HOA) pursuant to Section 19 of the Declaration of Restrictions and Covenants (Declaration). The Board of Directors and/or its sanctioned committees will enforce these Architectural Guidelines. The Board of Directors may amend and/or modify these Guidelines from time to time by simple majority vote of the Board.

In conjunction with the recorded Documents for CWPB and the Community, the design standards are binding on all parties having interest in any portion of CWPB and each homeowner is required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the recorded documents.

These Guidelines are designed to provide an overall framework that will allow the community to develop and progress in an orderly, cohesive and attractive manner. They include minimum standards for the design, size, location, style, structure, materials, color, and mode of architecture, mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed changes within the community.

CWPB and the Community were developed with the intent that homes harmonize with each other and present a pleasing and consistent style. Except as required by the Declaration, this style is not the result of a formal architectural code but rather the result of the vision of the community association. In the event that an owner wishes to modify their property and these guidelines do not address the type of modification that the owner wishes to install, the Board of Directors hereby recognizes and adopts the style and form of the existing, as-built (and properly approved as otherwise required by the Declaration) as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards thus ensuring the preservation of the existing harmonious design and preventing the introduction of design that is not in keeping with the community. This does not eliminate the need to submit an Architectural Modification Request and

receive approval prior to starting any proposed modification.

The architectural review process has been established to maintain the integrity of the architectural and design character of CWPB and the Community. To this end, the Board of Directors or their appointed representative will review all proposed additions, improvements or alterations on homes for conformity with the Architectural Guidelines. The reviewing entity may be KH Cresswind LLC, its designee or the Architectural Review Committee and will commonly be referred to as the “Reviewer”.

Terms such as “good taste” and “sound design” are difficult to define and even more difficult to legislate. It is the intent of these guidelines to encourage “good design” by showing examples of the desired result. Elements such as deed restrictions, appropriate attention to scale, proportion to the community should be considered with all requests.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is less restrictive than these guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail. Nothing contained in these guidelines shall obligate any agency, governmental or otherwise, to approve plans submitted, nor shall the approval of the Reviewer be construed as meeting either the requirements of City of Westlake, Palm Beach County or any governmental agency required for approval.

The Declaration contains a disclaimer by the developer, the association and the Reviewer of liability or responsibility for the approval of plans and the specifications contained in any request by an owner. Prior to submitting plans or information for review, you should read and understand this disclaimer. It is also recommended that you review your builder warranties prior to submitting any request for alterations to your property since certain additions, alterations and renovations to a home or lot may void any existing warranties.

The Reviewer has the right to modify, revise, add, delete or make any changes to this manual by a majority vote of the Board of Directors.

II. ARCHITECTURAL MODIFICATION REQUEST

A. General

A homeowner wishing to make an exterior change or modification to their home and/or lot shall apply for and receive written approval for such change or

modification prior to beginning the project. The application is made by completing the Architectural Modification Request Form. One form should be submitted for each alteration that is being planned. Multiple projects should not be included on the same form. The completed form, together with all applicable information should be submitted to the Management Company. All improvements on a lot shall not encroach on the neighboring, common or district property. ALL requests require the submission of a copy (not an original) of the owner's lot survey showing the signature and seal of the surveyor and the location of the proposed modification marked on the survey. An Architectural Modification Request Form is not considered complete until it is accompanied by all of the information necessary for the Reviewer to make an informed decision. Incomplete applications will be "Rejected" and shall not be considered until resubmitted with the necessary information.

B. Supporting Documents and Materials

An Architectural Modification Request will not be considered accepted until it is accompanied by the required plans, and/or specifications showing the nature, kind, shape, height, materials and color to be used and the location of the proposed alteration. As stated above, ALL requests require the submission of a copy of the owner's lot survey showing the signature and seal of the surveyor and the location of the modification marked on the survey. A copy of the Contractor's current Occupational License. A copy of the Contractor's current Certificate of Liability Insurance and Worker's Compensation Insurance policies, both policies should name the homeowner as additionally insured.

Requests for room additions, extensions, modifications including swimming pools and their screened enclosures, and fences require a copy of the lot survey clearly depicting the location, size and measurements of the proposed change and the measurements to the lot boundary line; contractor drawings; list of materials to be used; and sample of roof shingles and/or paint if applicable. Requests for exterior dwelling surfaces including painting, installation of pavers or tiles require a lot survey with a sketch of the area(s) to be covered and a sample of the proposed material such as paver, tile or paint chip.

A request for landscaping requires a copy of the lot survey depicting the location where plants are to be installed, a sketch of the proposed landscape areas and a list of plants to be installed, in conformance with Section LL. Please indicate measurements from the property lines when installing trees, landscape beds, etc. Requests to remove trees shall include a diagram depicting the approximate location of all existing trees and their types, along with the trees to be removed and the reason for their removal.

III. THE REVIEW PROCESS

The design and construction review process is a 4-step procedure: Initial Review, Submission of Plans, Construction Commencement and Inspection. Thorough and timely submission of information, as well as, adherence to the guidelines set forth in the process will prevent delays and minimize frustration of all parties involved. Questions concerning interpretation of any matter set forth in the guidelines should be directed to the Management Company.

A. Initial Review

It is required that a homeowner submit to the Reviewer a Modification Request Application for the modification that is being requested, along with a set of plans. Any and all modification requests and submission of supporting documentation should be made by regular mail or in person to the Management Company. Facsimile or electronic submission with verification of transmittal will not be acceptable. The information required for the review is as follows:

1. Modification Request Form with a detailed description of the planned modification
2. Site Plans showing the approximate location and dimensions of all improvements, including driveway, irrigation, and swimming pools
3. Lot survey
4. Floor Plans if applicable
5. Exterior elevations (all sides) if applicable
6. Concept Landscape Plan if modification involves changes to the current landscape
7. A copy of the Contractor's current Occupational License. A copy of the Contractor's current Certificate of Liability Insurance and Worker's Compensation Insurance policies, both policies should name the homeowner as additionally insured.
8. Any other information, data, and drawings as may be reasonably requested by the Reviewer
9. Non-refundable Application Fee of \$75.00. Check made payable to Cresswind Palm Beach HOA, Inc.
10. Large projects that require grading work such as pools, pavers, and screened enclosures will require a deposit of \$1000.00 that will be returned after project completion and a final inspection and approval by the ACC. A \$5000.00 deposit shall be required for pool installations or replacements. These deposits are subject to change within the Board of Directors' discretion. The deposit shall be kept among the Association's general funds and shall not be required to be placed in an interest-bearing account.

No construction or structural improvement, no alteration or addition to any existing

structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, type, shape, size, color, materials and location of same shall have been submitted to and shall have received final approval by the Reviewer. In the case of an incomplete application or the request by the Reviewer for more information, the applicant will have 15 days to comply with the request. Failure to comply within the 15 days will result in the need for a new application to be submitted.

The Reviewer shall review the information and indicate its approval, disapproval, or recommendations for change to the plan. The Reviewer will review the accompanying documents within 30 days and send notice of Reviewer's decision with appropriate response shown below:

1. Approved – the entire project submitted is approved in total subject to installation per the existing Architectural Guidelines.
2. Approved with Conditions – the project submitted is partially approved. The owner may proceed with the work to be performed as modified by the Reviewer. Owner must comply with any and all notations made by the Reviewer regarding the project and the existing Architectural Guidelines.
3. Disapproved – the entire project submitted is denied and no work may commence. In some cases, the project may be denied because additional information is required in order to make an informed decision.

Any Modification Application not approved or disapproved within 45 days from date of receipt of the Westlake Residences Master Association, Inc. and City of Westlake's approval, and receipt of CWPB's application by Reviewer shall be deemed to be approved.

B. Submission of Plans to the Building Department

Following the approval of Step 1, the owner may submit their plans to the Building Department or the required agencies that have jurisdiction for the required permits that may be needed for the modification project. Changes required by the said agencies must be re-approved by the Reviewer. Approval by the Reviewer for installation of a project does not negate the owner's responsibility to comply with all terms and conditions of any municipal permit or existing codes required for the project. The owner is responsible for investigating and following municipal requirements and obtaining permits.

C. Construction Commencement

Upon completion of Step 2, a copy of the building permit must be submitted to the Reviewer prior to the owner beginning construction. Any modification to the

original application for any reason must also be resubmitted in the same manner as initial submissions and shall be subject to the same time periods for review, consideration and approval/disapproval.

The owner shall be held responsible for the acts of his employees, subcontractors and any other persons or parties involved in construction or alteration of the home site. The responsibilities include but are not limited to the following:

1. When contractors will be crossing over property not owned by the project owner, the owner shall obtain permission of the neighboring lot owner or the Association in instances where the neighboring property is Association Common Area. Proof of permission is required before work can commence.
2. Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion. CWPB will not replace grass in areas where construction materials are laid. For example, pavers piled on grass.
3. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site.
4. Upon completion of the project, owner is responsible for restoring any common property or neighboring property that may have been damaged during the construction of the project to its original state or better.
5. Cleanup of the project site is to be completed within 7 days of completion of the project. If a longer period of time is needed to accomplish this, owner should contact the community manager for a variance. Documented proof is required to avoid fines.
6. In instances where CWPB Common Area may be crossed, the Board of Directors may require that the contractor or installer, other than the record titleholder of the project lot, provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. The Board can establish minimum limits for required insurance that will include coverage for General Liability and Worker's Compensation. If work completed requires access through utility easements owned by Seminole Improvement District, proof of permission is required before work may commence.

D. Final Inspection

The Reviewer shall have the right to enter upon and inspect any property, after giving a minimum of 24 hours' notice to the homeowner, before, during, or after the completion of work for which approval has been granted. Upon completion of the

improvement the homeowner shall give notice to the Reviewer. Any damage to streets, curbs, drainage inlets, sidewalks, street signs, walls, community signage, landscaping, irrigation, etc., must be repaired or the damage will be repaired by the association and such costs will be charged to the owner. Large projects, such as a pool, must be completed within six (6) months of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing prior to the expiration of the application deadline (which it shall not be obligated to do). All other projects must be completed within one (1) month, unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing prior to the expiration of the application deadline (which it shall not be obligated to do).

If projects will require additional time, the owner should contact the Reviewer with the anticipated completion date. Application approvals are valid for a period of three (3) months and a new modification request application must be submitted after that time has elapsed if construction has not commenced. The Reviewer is not obligated to perform a final inspection and it is up to the owner to assure that the completed project complies with the Reviewer approved plans.

IV. Express Approval

In order to provide a speedier process for certain types of modification requests, the Property Manager will have the authority to approve certain modifications as delegated by the Reviewer upon receipt of a completed Modification Application with the proper supporting documents and the request shall be deemed approved by the Reviewer. Some of the modifications that may be approved by the Property Manager in writing are:

1. Re-paint house exteriors and trims in the identical color previously approved by the Reviewer or installed by the original builder.
2. Replace existing screening with identical screening materials previously approved by the Reviewer or installed by the original builder.
3. Replace existing exterior doors with identical exterior doors previously approved by the reviewer or installed by the original builder.
4. Replace existing security lighting with identical security lighting previously approved by the Reviewer.
5. Replace existing roof with identical roof material to that previously approved by the Reviewer or installed by the original builder.
6. Installation of annuals and other plant materials within the original plant beds installed by the builder.
7. Install satellite per Guideline specifications – see 12.32.

All references in the paragraph to “identical” shall mean that such item shall be

replaced with an item that is identical in all respects to the existing item (i.e., the identical style, texture, size, color, type, etc.) or to the examples shown in these Guidelines.

V. Reconstruction

In the event that a residential structure or any part thereof is destroyed by casualty or natural disaster, the owner must notify the Reviewer and remove all debris within sixty (60) days, complete repair or reconstruction of the damaged Improvements within one (1) year in a manner consistent with the original construction (allowing for necessitated changes or improvements due to changes in applicable building codes), or such other Plans as are approved by the Reviewer. The Reviewer will make every effort to accommodate the owner in the application process in order to repair or rebuild in a timely manner.

VI. Administrative Fees and Compensation

As a means of defraying its expense, the Reviewer may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications in an amount not to exceed \$75.00. No additional fee shall be required for re-submissions. If special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the Reviewer for the cost of such review. Large projects that require grading work such as pools, pavers, and screened enclosures will require a deposit of \$1000.00 that will be returned after project completion and a final inspection by the ACC.

VII. SITE IMPROVEMENT STANDARDS

These Architectural Guidelines are supplemental guidelines for the recorded Declaration of Restrictions and Covenants for CWPB. Additional requirements may be contained in the recorded documents. Applicants are encouraged to review the Declaration in addition to these guidelines prior to submitting a modification request.

A. Additions / Setbacks

Additions must be compatible with the architectural style, colors, detailing, and materials of the original structure. The height of any addition shall not be higher than the original ridgeline and the proposed eave-line must be at the same height of the existing eave-line. No alterations or improvements shall be made which provide a roof pitch that varies from the roof originally constructed. Additions shall be built within the building setback lines originally established for CWPB. Storm water from a new addition roof must be discharged no closer than five feet of any neighboring

property. Down spouts installed as a part of the addition shall not materially increase the drainage of storm water onto adjacent property. No addition shall be permitted if it is determined to have a material adverse impact upon neighboring properties and/or the community. All additions shall meet the minimum wind load requirements of the applicable building codes (latest edition) concerning wind resistance and other applicable requirements. An engineer's statement of wind load capacity is required.

Building Setbacks – per the City Resolution.

B. Air Conditioners

No air conditioners shall be mounted through a window, door, hung on a wall or mounted on a roof. Replacements of air conditioner components shall be installed in the original component's location unless approved by the Reviewer. All exterior air condensers / equipment shall be landscaped with hedges or a white PVC fence and not visible to a street or adjoining home.

C. Antennae & Satellites

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes, or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed, or permitted to remain on any portion of Cresswind HOA or upon any improvements thereon, unless expressly approved in writing by the Association.

D. Barbecues/Smokers/Grills/Fire pits

Barbecue grills and smokers may be located or permitted upon the back patio or yard of a home. If not screened from view of the neighboring property by a fence or other screening device, they must remain covered when not in use. Built-in barbecue units shall be located within the rear lanai area or outdoor living area a minimum of 5 feet from any property line and designed as an integral part of the home. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties. Outdoor wood burning is prohibited except in a fire pit, only untreated wood can be burned. Per the Florida Fire Code, you cannot burn trash, treated wood or yard debris. The City and County Fire Departments will enforce the Florida State Fire Prevention Code which can be found on the State of Florida website. When not in use the fire pit must be stored on the lanai or within the screen enclosed area of a home. The fire pit must have a wire screen mesh, be freestanding and kept in good working condition. Grills should never be permitted to cause black marks on the exterior of the home.

E. Clotheslines

Visible outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, operated, or maintained unless completely screened from view from any Common Areas, streets, other lots, and/or other units.

F. Patios

All patio extensions shall be concrete, concrete pavers, stone pavers in colors that complement the color scheme of the residence. The size of the patio shall be determined by the available space per lot and meet all required setbacks and impervious requirements of Palm Beach County. Construction of patios that conflict with the drainage pattern for the lot will not be allowed.

G. Dog Houses/Kennels/Dog Runs/Invisible Fences

Dog houses, kennels, dog runs, and invisible fences are not permitted.

H. Drainage Swales

No drainage easement, swale, pond, or any related drainage, storm water management, or Surface Water Management System structures, facilities, or infrastructure may be obstructed, filled in, or altered without the written approval of the Association and all applicable Governmental Authorities. If any Owner and/or Permittee obstructs, fills in, or alters any drainage easement, swale, pond, or any related drainage, storm water management or Surface Water Management System structures, facilities, or infrastructure, then the Association shall have the right to enter onto such Lot(s) and/or Tract(s) and repair, replace, and restore such drainage easement, swale, pond, or any related drainage, storm water management, or surface Water Management System structures, facilities, or infrastructure as necessary, all without liability or responsibility, criminal or civil, for trespass or any other action. Additionally, the Owner of such lot(s) and/or Tract(s) shall be responsible for any and all costs and expenses (including but not limited to, Attorneys' Fees and Costs) incurred by the Association in the repair, replacement, and restoration of such drainage easement, swale, pond, or any related drainage, storm water management, or Surface Water Management System structures, facilities, or infrastructure, which costs and expenses shall become and be levied and recouped by the Association as a Specific Assessment. Failure to adhere to this policy may result in fines.

I. Driveway and Sidewalk Extensions

Additional concrete walking area(s) adjacent to the driveway, which extends the overall total driveway width, will not be allowed. Painting or staining of concrete

paved surfaces is prohibited. Concrete surfaces may be sealed in a clear matte finish and a request must be submitted to the Reviewer. Parking is limited to the garage and driveway of the home. Parking on the lawn is prohibited. No parking pads are allowed. Street parking is prohibited, and sidewalks may never be blocked. Failure to adhere to this policy may result in fines.

J. Elevation of Lots

No lot elevation changes shall be permitted which materially affect the surface grade of surrounding lots or Association Common Area. Upon completion of any project that changes the grade of the property, the homeowner shall notify Management immediately for inspection. If said grading causes drainage issues, it will be the sole responsibility of the homeowner to correct any damage at the homeowners expense.

K. Encroachment and Plantings on Common Grounds

No extension of the landscaping of a home site will be permitted on association common grounds (property owned by the Association or CWPB and shared by all members of the association), including pond banks. Residents shall not put trees, bushes, plantings, lawn ornaments, planters, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on common grounds. Bird baths, bird feeders, and fruit trees are prohibited.

L. Exterior Painting

All exterior paint colors must be painted as reasonably necessary to achieve and maintain a “first class” appearance, but in any event within forty-five days of receipt of a written notice from the Reviewer. No exterior colors will be permitted that will be inharmonious or discordant with other Improvements in the Community, or incongruent with the architectural style of the Improvement itself. No overly bright or highly contrasting colors will be permitted. As much as possible, colors should work with the natural characteristics of the Community. Primary colors are not permitted for exterior walls. Reds, yellows, and greens should be muted. No Owner may change the exterior color of a building or other structure on the Lot without the written approval of the Reviewer. Homeowner is responsible for providing CWPB with original colors prior to request for change.

M. Fences, Hedges and Walls.

Under no circumstances shall wood, chain-link, or vinyl fences be permitted on any Lot and/or Tract. PVC fencing is allowed as a screening of mechanical equipment. Fences, walls or hedges shall not be erected or installed without prior approval of the Reviewer. Fences may be constructed of bronze colored aluminum and must be

installed per the following criteria:

1. All fences shall only be bronze colored aluminum.
2. Fences shall not be installed flush to the ground so that drainage could be blocked in any way.
3. Irrigation systems must be reconfigured to provide complete coverage outside and inside of the fenced area.
4. Fences must be kept clean and in good repair.
5. Fence setbacks per zoning requirements
6. Fences for corner lots require close coordination with the Reviewer due to their unique layout and concerns for vehicle visibility/safety and compliance with existing easements and City building code setback requirements.
7. Except where easements or swales exist, fences will be installed no more than six (6) inches inside the property line. Alleyways between fences will not be permitted.
8. Any and all required governmental approvals/permits for fence construction are the responsibility of the homeowners and must be obtained prior to construction. **It is the responsibility of the owner to comply with all City of Westlake and/or Association requirements, whichever is most stringent.**
9. Fences may not be installed past any conservation setback lines on any home sites within the community.
10. Any damage that may arise to another owner's property during the installation process is the responsibility of the owner who is contracting for the fence installation.

N. Flags

Lot owners and residents may not display any flags on their property other than those which are specifically permitted and in the manner described in Section 720.304, Fla. Stat. as may be amended from time to time.

Flags flown with the United States flag shall be no larger than the United States flag nor shall they be flown above the United States flag. Flags shall be replaced if faded, tattered, or in poor condition. Proper flag etiquette must be employed at all times. Notwithstanding the foregoing, one decorative flag, no larger than 24" X 36", attached to the home in the above locations and displayed for the purpose of a holiday, shall be permitted without Reviewer approval.

O. Front Entryway/Storm Doors

Screen enclosures, storm doors or screen doors are not allowed for front entrances.

Wicker, wood or wrought iron tables and chairs may be used in the front porch/entryway. Plastic stackable furniture is not permitted.

P. Roof Changes

No changes will be permitted on any roof, which is visible from the front of the home unless prior approval is received by the Reviewer. An extension for the purpose of creating a shelter for a boat, recreational vehicle, automobile or other items is strictly forbidden. Only concrete roof tiles may be used on roofs in the community. All others, including without limitation, clay, metal and asphalt shingles are prohibited. Color changes must be approved with an architectural application before installation.

Q. Garage

Garage - No garages shall be enclosed or converted into a living area and must at all times be used as a garage for car storage purposes. No screening is allowed temporarily or permanently on garage door openings. Garage doors shall remain closed when the garage is not in use. Replacement of garage doors shall meet current City and County codes at the time of replacement. If there is more than one (1) garage door, all must be replaced at the same time. The new doors must match or coordinate with the color of the garage door trim or stucco.

R. Garbage /Screening of Containers /HVAC/Generator & Other Equipment

Each Owner of a Lot and/or Unit shall provide visually screened areas to serve as service yards in which garbage receptacles, electric meters, pool equipment, air-conditioning equipment and other outdoor equipment shall be located. Materials supplies, and equipment which are stored outside by Owner must be placed or stored in order to conceal them from view from Common Areas, streets, other Lots and/or other Units. Any such visual barrier shall consist of the approved type of fencing from Item M above along with landscaping, or plantings and shall be at a height and type which is approved by the Reviewer.

Generators and other equipment shall not encroach on the adjacent home's front porch view. Should there be no other option the furthest forward the equipment can be installed is between the electric and gas meter, as far toward the rear of the home as possible. In no case shall it be closer than 18' from the front of the garage.

A generator and other equipment can only be installed on the same side of the home as other mechanical equipment.

White fencing cannot be used to screen a generator because it may warp from the heat put out from the generator. Landscape screening will need to be used and is a requirement, the landscaping will need to be considered by the ARC.

Screening of garbage cans and ground-mounted equipment (i.e. HVAC, pool equipment, water softeners) shall be of material and color compatible with the design of the residence. All screens, landscape structures or plant materials shall be located a minimum of two (2) feet from the ground mounted equipment to allow for adequate air circulation around the equipment but may not encroach or trespass on a neighboring property.

Appropriate enclosures for ground mounted equipment; garbage cans, etc. shall be landscaping or approved fence style with landscaping. Overall height of the enclosure, including posts shall not exceed five (5) feet. Overall length shall be kept to the minimum necessary to accomplish the screening.

If landscaping is used for screening, “adequate screening” shall be plantings which initially (i.e. when first planted or installed) screens a minimum of eighty percent (80%) and which completely screens the cans or equipment within one (1) year from the date of approval.

Garbage cans shall not be placed outside for pick up earlier than 6 pm the night before and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Trash may not be accumulated or stored on the exterior of the home and open burning of garbage and other refuse is not permitted. Refuse receptacles and recycling containers may not be stored on the exterior of the home.

S. Garden Hoses

Garden hoses shall be on a hose wrap attached to the house or on a mobile station. Hoses may be neatly coiled on the ground in a flowerbed behind shrubbery out of sight from the street, common grounds or nearby neighbors. Circular (spiral coiled) hoses shall be secured. All hoses should be screened in a manner similar to screening of garbage containers. Reviewer approval is required prior to installing screening.

T. Gas Tanks (Propane and/or Natural)

Cresswind HOA is serviced with natural gas and all services lines (except for meter) shall be installed underground. No tanks are allowed except small tanks mounted on a gas grill.

U. Gutter

All gutters must match the fascia color. Gutter down spouts should match the exterior body color of the home and must not concentrate water flow onto neighboring properties.

V. Holiday Decorations

Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the Reviewer. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community. one decorative flag, no larger than 24" X 36", attached to the home in locations specified in Section P (Flags) and displayed for the purpose of a holiday, shall also be permitted without Reviewer approval.

Holiday lights to celebrate Christmas, or other winter holidays , may be installed commencing on Thanksgiving and shall be removed not later than January 10th of the following year. Holders for holiday lights that are installed on a home **must** be removed at the time that the lights are removed. Holiday displays (i.e. Halloween, Easter) other than those defined above may be installed no earlier than two (2) weeks prior to the holiday and must be removed within seven (7) days after the holiday. No colored lights are permitted; all lights must be white.

CWPB Landscaping Maintenance companies will not be held responsible for cut internet or landscape lighting if the wires are not appropriately buried a minimum of 1 foot underground. Landscape lights must have a 6" border.

W. House Numbers

To aid emergency personnel, delivery people and to conform to County ordinances, each house shall have a readily visible number permanently attached to home. The numbers shall be located on garage installed under coach light in a location clearly visible from the street. The approved style is 6" high brushed nickel numbers.

X. Landscaping/Borders/Arbors/Trellis/Water Features

Individual plantings of annuals and other plantings which are seasonal in nature, are planted in existing beds and that do not exceed thirty-six inches (36") in height shall be permitted without approval of the Reviewer; however, plans for all other modifications to any existing landscaping beds or additional landscape beds must be submitted to and approved by the Reviewer. All landscaping must be installed to fit in with neighboring properties. The Reviewer may reject the landscape plan based upon its review of the overall design and impact.

The landscaping plan must detail the location of beds and planting materials. No invasive or non-native (e.g., melaleuca, Brazilian pepper) plants are permitted. With the exception of dead trees or plants, no landscaping shall be removed without the prior written approval of the Reviewer. All ground surfaces on all portions of the lot outside of the planting beds shall be covered with St. Augustine turf and fully irrigated as part of the pressurized, smart irrigation water system serving each lot within the Association. Please keep in mind that changes in landscaping can alter drainage plans for a lot and have a negative impact on neighboring property. When submitting a request for any landscaping projects, a photograph of the home and a site plan depicting the area where the project is to be installed must accompany the request. All rock installations must have a border. Any landscape lights, yard decorations or the like in turf areas must have a rock or mulch border around them, however a rock border is used, it must have a sturdy edging between the rocks and any turf. Edging can be aluminum, plastic/composite, or other material, but should not be the weak black plastic material that is sold in rolls. Areas that do not have the proper physical barrier between rocks and turf will not be serviced and the Association's landscapers shall only mow close to the area and it will not be edged. Only white colored lights are permitted for landscaping lighting. No colored lights are permitted outside of the homes. Colored lighting is permissible only during holidays and only for the periods permitted as elsewhere provided herein.

Y. Lawn Furnishings/Decorative Accessories/Statutes/Feeders

Lawn furniture shall be located in the rear of the home and not visible from the street in front or side of the home. Swings and patio style furniture will not be approved for placement in the front yard. Decorative accessories include items such as decorative flags (including holiday, sports, etc.), fountains, patriotic display items (yellow ribbons, decals, etc.), personal items other than furniture, plants on hooks, plaques, potted plants, statues, sun dials, and tiki torches. Decorative accessories that are visible from the street or a common area shall not exceed thirty (36) inches in any dimension. The color must blend with the color and architectural features of the home. No ornaments or decorative accessories shall be hung from trees. Decorative accessories shall not be placed down driveway perimeters, on street catch basins or on utility boxes.

Flowerpots or decorative pots may be placed in the front yard and/or entryway but cannot exceed six in number. Pots must be maintained in good condition at all times and must be continually planted with live foliage. Partially buried pots will be allowed in the front yard. Pots located in the front yards of the home must be made of clay, masonry or other traditional garden material - plastic containers are not permitted in the front yard of the home. Artificial plants may not be placed in landscape beds but may be located on a front porch/entryway or lanai. Artificial plants must be removed when faded or damaged. The Reviewer reserves the right to

limit or restrict the use of artificial plants placed on a front porch/entryway.

For safety reasons, each unit Owner who intends to be absent from his/her/its Unit during the period commonly known as “hurricane season” shall prepare his/her/its Unit prior to departure by: removing all furniture, potted plants, and other movable objects from the yard and patio; and designating a responsible person, satisfactory to the Association, to care for the Unit should it suffer hurricane damage. Unless otherwise approved by the Reviewer, temporary or permanent exterior shutters may only be closed during a Storm Event. A “Storm Event” is defined as when a hurricane or tropical storm watch has been issued for the County by the appropriate Government Authority.

Z. Lighting

Except for seasonal winter holiday decorative lights, all exterior lights must be approved by the Reviewer. All flood, landscape and permanent outdoor lighting (e.g. fixtures used to illuminate landscaping, signs, facades, and parking areas) shall provide a soft illumination of features and shall not be designed and installed in such a way that it: is directed toward or intrusive (aka “light trespass”) to the streets, other Lots and/or Units, Common Areas, or surrounding neighborhoods; or provide harsh lighting conditions, “hot spots,” or a varied light spectrum throughout the Association. Fixture manufacturers and bulb types will be subject to the Receiver’s written approval. No colored lighting is permitted, except seasonal holiday decorative lights which are temporary. Fixtures must also be painted green or black, and appropriately screened with landscaping.

Decorative post mount light fixtures shall be permitted in the rear of the home only and shall not be visible from the street in front or side of the home. Height of post may not exceed six feet above the natural grade of the lot. Light must not be directed at any neighboring property.

Seasonal lighting is permitted for illumination during a holiday season. Rope lighting is only permitted for holiday use. Cords shall never be located over public sidewalks.

AA. Lightning Rods and Brushes

Lightning rods and brushes may be installed and shall be done in a manner that is least obtrusive and uses the minimum number to accomplish the desired purpose. Lightning rods shall not be allowed to fall into disrepair.

BB. Mailbox

There will be community mailboxes installed for each resident in the Community. New home sales will receive 3 mailbox keys at closing. There will never be any other keys that CWPB or the Board of Directors will have, and it is the sole responsibility of the homeowner to replace said keys with the US Postal Service.

CC. Outbuildings

No temporary or permanent utility or storage shed, storage building, tents, trailers, shacks, or other temporary accessory buildings or structures shall be erected or permitted to remain on any Lot.

DD. Patios and Screen Enclosures

Patios and Screen Enclosures must be located on the areas shown as “Patio” or “Lanai” on the house plans. If a screened patio extension is requested on the rear of the home, a set of plans must be submitted with the Modification Request, as well as a site plan showing where the proposed extension will be placed. Additionally:

1. Framing may be only bronze anodized or electrostatically painted aluminum.
2. Screening shall be charcoal and of standard mesh size. No privacy screening is permitted; except below chair rail.
3. No decorative railing, grills or bars will be permitted on screens and doors.
4. No use of aluminum or vinyl windows to enclose a rear patio or porch or screen room is allowed. All enclosed spaces must be of similar construction to main home.
5. A 16-inch aluminum kick plate that matches the framework will be permitted on rear screen enclosures.
6. Knee walls shall not exceed 24 inches in height and shall be constructed of concrete block with stucco finish and painted to match the body of the house.
7. Exterior of the enclosure must be landscaped if not located within a fenced area.
8. Irrigation systems may require modification to ensure 100% coverage of the property. This should be a part of the Modification Request.
9. Patio enclosures may NOT be used as a storage area.
10. Screens must be maintained in good condition at all times.

EE. Play Equipment and Accessory Structures

All exterior recreation and play equipment, swing sets, jungle gyms, soccer goals, tennis courts, volleyball courts, batting cages, bicycle racks or stands, tree houses, sandboxes, trampolines, etc. require the prior written approval of the Reviewer. All

such equipment must be located within the rear yard of the property and must be screened from public view (i.e. with fence and/or mature landscaping) and must be located at least five feet from any property line. All play equipment must be maintained on a regular basis by the owner to preserve community standards. Tree houses are not permitted. Skateboard ramps may be used in the fenced rear yard of a home but cannot be used on a driveway, pedestrian walkway, street or common area of the community such as basketball court or parking lots. Specifications for recreational and play equipment are as follows:

1. The overall height of play structures may not exceed twelve (12) feet in height. However, the height may be reduced by the Architectural Review Committee based on the lot size and impact on neighboring lots. This will be determined by a site visit.
2. Play structures must be crafted in wood or recycled plastic. Aluminum or metal tubing is prohibited. A picture and dimensions of the play structure must be submitted with the architectural application prior to approval.
3. Applications for play structures must include a site plan clearly showing its intended placement. The structure's visual impact to neighboring lots and/or the street must be buffered as much as possible with approved fencing and/or landscaping.
4. Play structures must be securely anchored to withstand high winds that may accompany a tropical storm or hurricane. Any detachable parts must be removed and stored in a safe location when a tropical storm or hurricane warning is in effect.
5. Fence applications must be submitted in advance of installation of the fence and only current approved styles are permitted.
6. If the play structure will be buffered by landscape the plant material must start at a height of forty-eight(48) inches from the ground and may not exceed seventy-two (72) inches of overall height at maturity. The landscape buffer must be maintained at a height of 72 inches at all times. The landscape buffer installation may not alter the drainage of the lot. The proposed plant material and location of landscape buffer must be submitted to the committee via application prior to installation.

Basketball equipment: Permanent basketball goals will not be allowed. One regulation-size or smaller, professional mobile backboard may be placed in the driveway of the home. Equipment may be used on the driveway but not on sidewalks or on streets. Equipment must be maintained on a regular basis by the homeowner to preserve community standards. Damaged or rusted equipment must be replaced or disposed of. Equipment must be removed at night and stored inside the enclosed garage of a Unit.

Trampolines must be located within a rear yard that has a five-foot fence and should

be placed a minimum of twelve feet (12') away from neighboring property lines.

Please note that all recreational equipment requires approval of the Reviewer. An Architectural Modification Application must be submitted to the Reviewer along with a site plan showing the area where the equipment will be located. All recreational equipment to include (but not be limited to), large toys, and other miscellaneous personal items should be stored out of public view when not in use. Basketball equipment and trampolines may not be used between dusk to dawn.

FF. Signs

No sign of any kind (including but not limited to and without limitation, for sale, for lease, circulars, billboards, and/or posters) shall be displayed on any Lot, except as required to be permitted by Applicable Law.

1. When needed for permit purposes, contractors may place a sign box on the property during construction of the approved modification, but no advertisement sign may be installed.
2. "No Soliciting" or security/alarm notifications shall be limited to placards or stickers not to exceed six by eight inches (6" x 8") in size may be placed to the side of the front door frame or in a window near the front door or within the landscaped bed nearest to the front door of the home.
3. Two signs advertising a political candidate or party may be posted in the front yard of a home five days prior to an election day and must be removed on the day following the election. Signs may not be larger than twenty-four inches (24") in height or width.
4. For Rent and/or For Sale signs are not allowed.

GG. Skylights and Solar Collectors

Energy Conservation Equipment – All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water systems. So solar energy collection Panels or attendance hardware of other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

HH. Storm/Hurricane Shutters

At no time shall storm/hurricane shutters, other than shutters installed by Declarant, be permanently installed, without consent of the ARC.

II. Swimming Pools/Spas/Jacuzzis

Any swimming pool to be constructed upon any home site shall be subject to review by the Reviewer. The setback should be as required by Municipality; as the design must incorporate at a minimum, the following:

1. The composition of the material must be thoroughly tested and accepted by the industry for such construction.
2. No lighting of a pool or other recreation area shall be installed without the approval of the Reviewer, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting.
3. All applications for the installation of a swimming pool must be accompanied with a certified lot survey showing the proposed pool. The pool must comply with all applicable setback requirements. Once obtained, a copy of the building permit must be submitted to the Reviewer.
4. Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. Pool equipment shall be screened with shrubs or fencing. All screening must have the prior written approval of the Reviewer.
5. Pool heating equipment must comply with all applicable building, zoning and fire codes. Please refer to Section JJ for roof mounted solar panel guidelines.
6. When screening the pool filter and heating equipment with landscaping, plants shall be a minimum of thirty-six inches in height and provide seventy-five percent (75%) density at the time of installation. Plants shall be allowed to grow to the height of the pool equipment, then properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with a plant of the same type and similar height.
7. Only in-ground pools will be approved – above ground pools are prohibited.

Spas and Jacuzzis must have the prior written approval of the Reviewer and should be of the in-ground type with the exception of above ground types not exceeding three feet (3') in height above the existing grade level. They shall be located in the rear yard with appropriate screening or enclosure to be screened from street view and the view of any neighboring property.

8. The pool is required to be either fenced or enclosed by a screen enclosure. Screen enclosures require the prior approval of the Reviewer – see Section

- GG for screen enclosure installation standards. Plans of the proposed screen enclosure or fence must be included with the application and a written description showing design, color, height, etc. is also required.
9. Irrigation system must be re-installed to insure 100% coverage of sodded and landscaped property.
 10. Disposal of chlorinated water must be in accordance with the City of Palm Beach Gardens Code Ordinance.
 11. If a pool design cannot maintain the existing rear lot drainage pattern a retaining wall may be required. It is the responsibility of the homeowner and pool contractor to evaluate this during design.

JJ. Water Softeners

Water softeners shall be screened from view from the street with appropriate screening as described in Section R herein. Installation may require a permit from the local municipality. Please check with the City Building Department. Discharge from water softeners shall be routed to an open-air sanitary waste line or it may dump into a laundry tub or sewer line with a “P” trap. It shall not drain to the outside open areas. The water softener cannot encroach on the adjacent home’s front porch view. Should there be no other option the furthest forward the softener can be installed is between the electric and gas meter, as far toward the rear of the home as possible. In no case shall it be closer than 18’ from the front of the garage. If the water softener will encroach on the front porch view, it must be appropriately screened and must not be taller than the proposed screening method.

KK. Windows, Awnings and Shutters

Owners may request to install energy conservation films on windows. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectance and no less than 30% light transmittance. The degree of darkness allowed for non-reflective tinting shall remain with the Reviewer on a case-by-case basis. A brochure or manufacturer’s description must accompany all tinting requests. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.

Window treatments shall consist of drapery, blinds, decorative panels, or another tasteful window covering. Any window treatments facing the front street of the home should be white, off-white or other light-toned neutral solid color (i.e. interior shutters in a wood tone). Non-patterned neutral colored material or other temporary window covering (not to include newspaper) may be used for periods not exceeding 1 week after an owner or tenant first moves into a home or when permanent window treatments are being cleaned or repaired.

LL. Landscape

The purpose of the landscape review process is to ensure a harmonious neighborhood streetscape and to protect the aesthetic quality of the overall community. The landscape design standards are intended to provide for the needs and desires of the lot owner in a manner which also protects the lifestyle of adjoining neighbors. Landscape plans shall be submitted for approval by Cresswind HOA.

1. **Landscaping of Easements:** Within the boundary of a Lot, landscape material in easements shall be limited to sod, low ground cover or small shrubbery, subject to the approval of the Reviewer. Trees are not permitted in easements which will prevent maintenance of utilities or impede drainage. **Owners of Lots shall be responsible, at the Lot Owner's expense, for the prompt removal and subsequent replacement of any landscape improvements within easements as may be required for access, installation and maintenance of utilities or other purposes.**
2. **Approved Landscape Palette:** The shade trees, accent trees, palms, shrubs and ground covers listed in the **Community Landscape Palette** are permitted, material are encouraged with the approval of the Reviewer. Approval of landscape will be based on the selection of plant materials as well as the overall landscape design.
3. **Prohibited Landscape Materials:** No invasive, exotic, or non-native plants, trees or fruit trees are permitted for use within the community, not limited to but including the following:

Albizia	Chinaberry	Mimosa
Australian Pine	Chinese Tallow	Mulberries
Bamboo	Eucalyptus	Peltophorum
Brazilian Pepper	Jacaranda	Thuja Orientalis
Casuarina	Melaleuca	

4. **Landscape Zones:** In order to maintain a framework of cohesiveness from which Applicants may express their landscape choices, the following landscape zones have been established:
 - a) **Streetscape Zone:** The Streetscape Zone stretches from the curb to the front property line and runs the full width of the Lot. On Corner Lots, this zone also extends the full length of the street side yard to the rear property line. To ensure uniform quality and appearance, street trees shall conform to a specific species, height, spread,

caliper and quality established for each neighborhood and Lot size within the community. As part of initial construction, Builders shall install street trees, at Builder's expense, in accordance with the Street Tree Plan on file with Developer or Reviewer. All street trees shall be installed in accordance with the street tree plan approved by Northern Palm Beach County Improvement District, the City of Palm Beach Gardens and/or Palm Beach County; staking details under exhibits in this section. A 4'-0" diameter ring of minimum 3" mulch is required. The remainder of the Streetscape Zone shall be sodded as per turf specifications in this section. No other landscape material is permitted in Streetscape Zones unless approved by the Reviewer.

- b) **Front Yard Zone:** The Front Yard Zone runs the full width of the width of the Lot and is the area between the front plane of the Structure and the Streetscape Zone.
- c) **Side Yard Zone:** The Side Yard Zone is from the front to the back of the Structure on both sides over to the respective property lines.
- d) **Interior Lots:** One (1) approved shrub per 3 linear feet along each side elevation for a minimum of 6' back from the front corner of structure.
- e) **Corner Lots – Street Side Yard:** For all widths of Corner Lots, a continuous foundation hedge is required with a minimum of one (1) approved shrub per 3 linear feet along the street side yard elevation of the building structure and any pool enclosure or fence. Only shrubs beyond those required for the foundation hedge may be clustered.
- f) **Rear Yard Zone:** The rear Yard zone runs the full width of the Lot and is the area between the rear plane of the Structure and the rear property line.

5. General Landscape Requirements:

- a) **Design Approach:** The recommended landscape character of yard areas should emphasize either a **casual or natural environment or a formal appearance for contemporary style architecture.**
- b) **Landscape Quality and Installation:** Trees and shrubs shall be nursery grown in containers and free from disease, insect

infestations, defects and injuries. Installations should allow adequate area to promote a healthy growth pattern and to accommodate the mature growth requirement of each plant species. Trees shall be correct in form for their species and have a normal growth habit with well development and densely foliated branches.

- c) **Street and Yard Tree Staking:** All street trees and yard trees must be staked until stabilized by the landscape company if originally installed by the HOA landscape company. If installed by the homeowner, it is the homeowner's responsibility to stake the tree in their yard until stabilized.
- d) **Existing Trees:** Unless otherwise prohibited in conservation areas, existing trees selected to remain on a Lot must be selectively pruned to remove dead wood and undesirable branches. Clusters of smaller trees and natural areas must be groomed and mulched for a neat appearance or planted with shrubs or ground cover.
- e) **Tree Fences, Wells and Aerators:** Protective tree fences, tree wells, and aerators shall be installed as required by the Reviewer to protect existing trees to be saved.
- f) **Mulch:** All shrubs shall be top-dressed with 3" of mulch after watering in. Stone, rock, gravel, crushed brick or similar materials are not allowed as a substitute for mulch for new construction or modifications.

Ground covers shall be planted in such a manner to present a finished appearance within one (1) year of planting. Shrubs shall be planted such that the gap will be closed within the first year of growth.

Shrubs and ground cover in Front Yard Zones shall be planted in clusters or within curvilinear planting beds or in formal rows. Shrubs of the same species shall be massed together, in general, and random mixing of different species is discouraged. Different shrub species should be tiered in height with the taller shrub species closest to the Structure and the lower species in front. Plant masses should be arranged to provide visual excitement by the use of color and texture and to soften stark building elements and corners as well as to enhance architectural features. Plantings may be required by the Reviewer to screen portions of driveways, service yard areas, blank walls, patio decks and swimming pools. The use of linear buffer

hedges along property lines in Front Yard Zones is not permitted. Berms, trees and clusters of shrubs may be used to create a sense of separation and definition when appropriate between front yards. Linear buffer hedges in side and rear yards must be routinely trimmed not to exceed 72" in height.

- g) **Landscape Rocks:** The use of landscape rocks as a design element for new construction or modifications shall be limited to no more than three (3) accent boulder rocks areas in the landscape and no larger than a 3' X 3' area for each rock area. Any such materials must be used in moderation and must be shown on plans submitted for Design Review, Landscape Review, or Modifications Review (as applicable).
- h) **Sod:** All portions of road right-of-way's and the Lot shall be sodded, except for conservation area required to remain natural. To ensure a consistent turf color and texture throughout the community Citra Blue St. Augustine must be used on all sodded areas of all lots except for damaged lake bordered sod which shall be Bahia. After initial installation, turf areas may not be removed or replaced with mulch, stone, rock, gravel, crushed brick or similar materials without written approval of the Reviewer. As part of initial construction, Builder shall re- sod any lake banks abutting a Lot with St. Augustine sod from the Lot boundary to the mean normal water design elevation, if not weed free.
- i) **Utility Equipment:** All utility company boxes and transformers are set within road right-of-way's or easements. Grading around these items must ensure positive drainage. Upon maturity, the shrubs used to screen utility equipment shall be the type and size necessary to screen the full height of any such equipment.
- j) **Service Yard Access:** Air-conditioning compressors, pool pumps and related equipment in service yards areas must be screened by a service area wall or landscape material.
- k) **Sight Distances at Intersections:** No fence, wall, hedge, or shrub planting shall be placed, permitted or maintained where such improvements would create a traffic or sight problem at intersections for Corner Lots or at the intersections of streets and driveways or pedestrian trails. No trees shall be permitted unless the foliage line is maintained at a sufficient height to prevent obstruction of sight lines for Corner Lots and intersections as set forth above.

- l) **Artificial Vegetation and Decorative Embellishments:** No artificial vegetation shall be permitted on the exterior of any portion of any Lot or Unit within Cresswind HOA except on front porch/entryway and if it is not visible from the frontage of the Lot and/or any adjacent property. Exterior sculptures, water features and lawn ornaments must be submitted for prior approval by the Reviewer if they are visible from the frontage of the Lot adjacent golf course or any adjacent property.
- m) **Wells:** Lot Owners are not permitted to use lakes within the Property for irrigation or to install wells on Lots for potable or irrigation water. Such prohibition shall not limit the Developer or the Association from drawing upon lakes or installing and maintain wells within the Property.
- n) **Irrigation Systems:** The Developer has installed or will install, a pressurized, smart irrigation water system serving each Lot, Tract, and the Common Areas in the Community, to be owned, maintained and operated by the Association ("Irrigation System"). The Irrigation System will be supplied primarily with water from one (1) or more onsite water storage pond(s), and reclaimed water supplied by SID pursuant to a water supply contract between the Association and the County. When necessary, the irrigation water may be supplemented with onsite wells owned and permitted by the Association. All of the Community must participate in the use of the Irrigation System. No other sprinkler or irrigation systems of any type which draw water from wells, lakes, rivers, ponds, canals or other surface waters within the Community shall be installed, constructed, or operated within the Community.

The Association and each Owner shall be responsible for maintaining the portions of the Irrigation System servicing their respective properties which is located on, under and/or within their respective properties, including, sprinkler heads, valves, waterlines, the smart irrigation controller, and soil moisture sensors. Notwithstanding anything to the contrary in the foregoing, the Association shall own and maintain all mainlines and pumps (and associated valves) comprising the Irrigation System, and all reclaimed water meters supplied by the County, regardless of whether such equipment is located on, under, and/or within, or attached to any Improvements within, an Owner's property. Maintenance by the Association and/or Owner (as applicable) to

repair any damaged sprinkler heads, valves, water lines, the smart irrigation controller, or soil moisture sensors, shall commence within five (5) days of the notice of the occurrence of the irrigation service being inoperable or not fully functioning as a result of the failure or damage to the equipment located on, under, or within such Person's property. All repairs required to be performed by the Association and/or Owners (as applicable) shall be completed within fourteen (14) days of the loss of or reduction in irrigation services, or when the repairs cannot reasonably be completed within such period the Person shall commence repairs within such period and continue thereafter in an expeditious manner until completion. Further, the Association and/or Owner (as applicable) may engage the Maintenance services of any irrigation services provider to repair any damaged sprinkler heads, valves, water lines, the smart irrigation controller, or soil moisture sensors. In the event that the property owner does not timely commence and complete a repair, the Association may levy a penalty or repair at the owner's expense (in accordance with Applicable Law) for each day the Irrigation System is inoperable or otherwise in disrepair.

6. Lot and Landscape Maintenance:

- a) **Maintenance of Lots:** The Association may maintain property which it does not own, including, without limitation, the lawn, landscaping materials and irrigation system installed by the Declarant on each Lot. The cost to the Association of maintaining the Lots, shall be assessed as a Common Expense pursuant to the provision in the Association's Declaration.
- b) **Maintenance of Roofs and Driveways:** Roofs, exterior surfaces, pavement areas (including, but not limited to, driveways and private sidewalks), and other Improvements comprising the Unit, as well as the public sidewalks, driveways, and curbs immediately adjoining each Lot or Unit shall be pressure washed by the Owner as often as necessary to maintain a clean and kept appearance. Owners are responsible for protecting landscaping materials prior to pressure washing. Any damage caused to Association-maintained landscaping material shall be repaired to the Association's standards and, if not repaired or replaced, shall be replaced or repaired by the Association and such sums expended shall be subject to individual assessments under Article 10.5 of the Declaration.
- c) **Maintenance of Right-of-Ways:** Lot Owners shall be responsible

for maintaining and irrigating sod within the right-of-way between the pavement edges or back of curb and the Lot line and, pruning / trimming street trees. Lot Owner is responsible for maintenance of sidewalks including keeping level and replacing if cracked.

- d) **Shorelines Areas:** Owners of Lots encompassing or bordering on any body of water or wetland shall keep the shoreline free of litter and debris and shall maintain and irrigate, at Lot Owner's expense, sod and any landscaping between the Lot boundary and such water's edge maybe covered elsewhere. Maintenance of landscaping shall be in accordance with requirements of the Association and requisite governmental authorities.
- e) **Maintenance of Street Trees:** Street trees located in right-of-way between the curb and sidewalk will be maintained by the adjoining Lot Owner, including trimming and fertilization. Lot Owners shall be responsible for the proper irrigation of street trees located in right-of-way's adjacent to their respective Lot and for the cost of replacement due to freezes, disease or other causes. Replacement trees must meet specific specifications for quality, species, height, spread and trunk caliber. In the event a replacement street tree is required, the Lot Owner should contact the Reviewer for ordering and installation information. **Unless approved by the Reviewer, no landscape material -- other than street trees and sod -- is permitted in right-of- way areas between the pavement edge and sidewalk adjoining a Lot.**

Cresswind Palm Beach Homeowners Association, Inc.

c/o LANG MANAGEMENT COMPANY, INC.
11360 N. JOG ROAD, BLDG A
SUITE 103
Palm Beach Gardens, Florida • 33418

Name of Owner (s):		Email Address:	
Street Address:			
Community:	Lot #:	Date:	Phone number:

Approval is hereby requested for the following modification(s), addition(s) and/or alterations as described below and on attached pages: (Check applicable box and/or describe below:

☐ Additions	☐ Screen Enclosure	☐ Pool/Spa
☐ Landscaping	☐ Landscape Curbing	☐ Patio/Pavers
☐ Exterior Paint	☐ Doors	☐ Wall/Fence
☐ Solar	☐ Generator/Gas Tank	
☐ Yard Art	☐ Misc./Other	

IS THIS A RESUBMITTAL ☐ Yes ☐ No

Additional Information: _____

Owner's Signature	Completion Date: <i>Please contact HOA upon completion for final inspection</i>
-------------------	---

☐ Approved	☐ Denied
Date of Approval/Denial: _____	
Signature of Reviewer: _____	
Your Approval is subject to the following conditions: _____ _____	

Cresswind Palm Beach Homeowners Association, Inc.

c/o LANG MANAGEMENT COMPANY, INC.
11360 N. JOG ROAD, BLDG A
SUITE 103
Palm Beach Gardens, Florida • 33418

Do not complete an application unless you are ready to begin a project. Approvals will expire after six months, after which you will need to ask for an extension.

Your completed application will be rejected if the following items are not included:

- _____ Homeowner(s) completed application including signature and date where applicable.
- _____ A check payable to Cresswind Palm Beach HOA for \$75.00.
- _____ A **copy** of the final boundary survey, (with raised seal, received at closing) showing exact location of changes highlighted. Include dimensions; (a flower bed or place an “x” where a tree is to be placed.) Draw a line to boundary and show number of feet between the two.
- _____ Work Scope Specifications: Drawing, brochure, photo, color sample, etc. depicting what item(s) will look like. Include names and sizes of shrubs and trees.
- _____ **Copy of Contractor’s Current Occupational License.**
- _____ **Copy of Contractor’s Current Certificate of General Liability naming homeowner as additional insured.**
- _____ **Copy of Contractor’s Workers’ Compensation Insurance or State of Florida Exemption naming homeowner as additional insured.**

RECEIVED BY

DATE

Please return Kolter Sales Office or mail to the address shown above

Cresswind Palm Beach Homeowners Association, Inc.
c/o LANG MANAGEMENT COMPANY, INC.
11360 N. JOG ROAD, BLDG A
SUITE 103
Palm Beach Gardens, Florida • 33418

GENERAL INFORMATION AND INSTRUCTIONS

All changes to the exterior of a home require committee approval. This includes: fountains, sculptures, satellite dishes, generators, solar panels, etc. Please review the details of your survey. You may **NOT** install landscaping in an easement and fully-grown landscaping may not encroach on a neighbor's easement. All construction equipment must be stored in your garage.

1. **Incomplete applications will be rejected.**
2. Per Association documents, 19.8.1, the Association may establish and charge reasonable fees for review of applications that require review by architects, engineers or other persons as deemed necessary to perform the proper review of the application.
3. **The ARC will notify you in writing of their decision. Please DO NOT call the office following a meeting to learn if application was approved. You may not commence work without prior written approval.** A letter will be mailed to you.
4. If governmental permits are necessary, they are the responsibility of the homeowner or their contractor.
5. Please be sure to sign the ARC Request Form where indicated.
6. All debris as a result of any architectural modification must be removed by the contractor. No debris may be left curbside for routine trash removal.
7. **Before you dig:** Please call 811 to arrange for utility companies to mark locations of underground lines before projects begin to avoid hitting electric, gas or cable lines.
8. In submitting this request for approval, the Lot Owners agree to abide by the decision of the ARC.

LOT OWNER(S) SIGNATURE(S):

DATE:

Cresswind Palm Beach Homeowners Association, Inc.

c/o LANG MANAGEMENT COMPANY, INC.
11360 N. JOG ROAD, BLDG A
SUITE 103
Palm Beach Gardens, Florida • 33418

ARCHITECTURAL REVIEW COMMITTEE (ARC) REQUEST FORM
LIMITATION OF RESPONSIBILITY

The primary goal of the Architectural Review Committee (the “ARC”) is to review and approve the plans and specifications for all proposed alterations of additions to lots and/or the improvements located thereon which are visible beyond the limits of the lot. The ARC is designated by the Association Documents (i.e., the Declaration of Covenants, Easements and Restrictions for Cresswind HOA to (1) review all plans and specifications submitted to it to determine if the proposed alteration or addition complies with the Association Documents, (2) to determine if the proposed construction, alteration or addition will not be detrimental to the appearance of any structure affected thereby, will be in harmony with the surrounding structures and, is otherwise desirable.

The ARC does NOT review and assumes NO responsibility for the following:

- A. The structural adequacy, capacity or safety features of the proposed construction, alteration or addition.
- B. Whether or not the location of the proposed construction, alteration is free from possible hazards, including, by way of example and not limitation, whether caused by conditions occurring either upon or off the lot.
- C. Soil erosion or un-compactable or un-stable soil conditions.
- D. Mechanical, electrical or any other technical design requirements for a proposed construction, alteration or addition.
- E. Compliance with any and all building codes, safety requirements or governmental laws, regulations, codes and/or ordinances. Furthermore, the homeowner has the responsibility to obtain all required approvals from governmental authorities, including, by way of example, a building permit.
- F. Performance, workmanship or quality of work or any contractor or of the completed alteration or addition.
- G. Homeowner is responsible for capping of or relocation of any irrigation lines that could be affected. The Association licensed contractor must be hired to

perform this work.

LOT OWNER(S) SIGNATURE(S):

DATE:



CWPB AMENITIES RULES AND REGULATIONS



Effective: July 1, 2022

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DEFINITION OF TERMS

Accompanied: When used in conjunction with these rules, accompanied means that a guest must be within sight of their host Member.

Adult: An individual who is 18 years of age or older.

Advisory Committee: A committee created by the Board of Directors to advise the Board on matters relating to the administration of the Community Association.

Amenity Complex: Facilities of the Cresswind Palm Beach community provided for the recreational pleasures of Members and their guests (indoor and outdoor amenities of the clubhouse, pavilion, non-exclusive common areas, bocce ball, pickle ball & tennis courts and common gardens.)

Board of Directors: The group of individuals who are responsible for the administration of the affairs of the Association.

CA: Community Association – the Cresswind Palm Beach Homeowners Association, Inc., a Florida not for profit corporation.

Charitable Event: An event where at least 50 percent of the net proceeds of said event are donated to a charitable organization as defined below. For purposes of this document, a charitable event is considered a community event.

Charitable Organization: A non-profit entity with tax exempt status per IRS regulations.

Children: Anyone younger than 18 years of age.

Class: A meeting of a group of students for instruction.

Club: A group of people organized for a common purpose, especially a group that meets regularly. Cresswind PB Clubs must be registered and approved by management and the Community Association Board (CA). Clubs must adhere to the Cresswind PB Community Club Policy as set forth in the Cresswind PB Resident's Club Rules and Regulations.

Club Member: A Club Member is an individual who resides in a residence located within the community of Cresswind Palm Beach. Also called a resident.

Community Event: A gathering or activity of general interest, open to all Cresswind residents, scheduled by the Lifestyle Director or Community Manager (i.e., concerts, informational briefings). May be limited in attendance due to space, or may allow residents to invite a limited number of guests. Community events are not open to the general public.

Interest group: A number of people who are connected by some shared interest or activity.

Guest: Any individual on the community premises by invitation. Guests include children, grandchildren, and friends of Members who do not reside in Cresswind.

Holiday: Days recognized as holidays by the federal government.

Management Company: An organization (currently Lang Management, Inc.) hired by the Community Association Board of Directors to oversee the general operation of the community.

Management Staff: A broad term for any onsite representatives of the management company (including but not limited to the Community Manager who oversees amenities and common areas and the Lifestyle Director who directs events and activities for the Amenity Complex) and/or the Board of Directors and its Advisory Committee.

Owner: Owner of record, whether one or more persons, or entities, of the fee simple title to any lot. May be a non-resident and therefore not a “Club Member”.

Personal event: A private gathering or activity by which a resident reserves community space for personal use (i.e. wedding reception, birthday, retirement) which is not intended for the general resident population or open to the general public.

Renter: A renter is a person(s) who rents/leases a Cresswind Palm Beach dwelling from an Owner.

Teenager: A teenager is anyone who is 13 through 17 years of age.

Toddler: A child under 4 years of age.

Weekend: Saturday and Sunday

AMENITY COMPLEX AUTHORIZED USERS

- All Club Members are authorized Amenity Complex privileges – Two Club Member access cards are issued for every dwelling unit. Unauthorized use or misuse of the access ID card by a Club Member or a guest may result in loss of Amenity Complex privileges.
- ID Cards – 2 photo ID cards will be provided to homeowners at move in. Additional cards are \$25.00 per resident. Photo ID’s must be on your person when using the amenities.
- If a residence has more than two (2) Club Members, additional key fobs, transponders, & E-gym bands may be purchased for \$25 each.
- An owner will be charged \$25.00 to replace a lost key fob, transponder, E-gym band, or photo ID.
- Renter(s) and Owner(s) – When renting/leasing a Cresswind Palm Beach Homeowners Association, Inc. property, the Owner continues to pay the Community Association fees; however, the Owner **may not** use the Amenity facilities. **The Owner is to surrender all the member key fobs(s) to Management Staff for the duration of the lease, as well as submit a copy of the lease/rental agreement. Lessee/renter may then request an access ID card(s).**
- Club Members of the Cresswind community have priority for full use of the Amenity Complex over guests and/or other authorized visitors.
- The association dues are set based on two Club Members residing in each residence; therefore, two adults per household are eligible to attend Cresswind social events at the subsidized price, if the event is subsidized. If the household has more than two Club Members, one or two additional adult residents may purchase “full price” tickets. If there is only one Club Member living in a residence, that Club Member may bring a guest at the subsidized price.
- Guests – Please refer to “Guest Policy” and “Guest Privileges” and note that Club Members have priority over any guests.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.

HOURS OF OPERATION

- The Clubhouse will be open from 5:00 am to 10:00 pm daily. The remaining portion of the Amenity Complex is available to all Club Members 24/7. Staff hours will be Monday through Friday, 8:30 AM - 5 PM. Weekend staff hours are from 10:30 am – 7:00 pm. Hours may be extended for certain events or revised by Property Management. Key fobs are required at all Clubhouse entries.
- Club Members may neither enter, nor attempt to enter, the Amenity Clubhouse outside of the designated hours of operation. The security system is armed when the Clubhouse is closed and will sound if any attempt is made to enter or exit the building other than during designated hours of operation.
- From time-to-time Clubhouse facilities may be shut down for repairs or cleaning by Management. Non-emergencies will be posted in advance.

ASSUMPTION OF RISK

- Use of the facilities in the Amenity Complex and participation in Club activities is purely voluntary. All activities potentially involve some personal or physical risk on the part of the participant, and such participation by a Club Member or their guest is deemed an acknowledgment and acceptance of the risks inherent in the activity.
- Pursuant to Section 9.8.4 of the Community Declaration for Cresswind Palm Beach, Club Members and their guests and invitees hereby assume any and all risk for any use of the Clubhouse facilities and/or participation in any Community Association activities or events.

DRESS CODE

- Club Members and their guests should dress in a manner appropriate to the activities enjoyed at the Amenity Complex. Wet swimwear is NOT permitted in the clubhouse, except in the pool area. Management Staff may request those improperly dressed to change or to leave.

GUEST POLICY

- Guests are welcome; however, they may be excluded when Management Staff determines that the safety requirements, conveniences or right to enjoyment of the Club Members is infringed upon.
- Each household is entitled to four (4) guests unless noted elsewhere in this document.
- Club Members are responsible for their guests' actions and for informing them of these Rules and Regulations.
- Guests must register at the Guest Relations desk and will be asked to sign the waiver of risk at that time.
- Guests are permitted in all public areas of the Resident's Clubhouse with certain age or hour restrictions as posted in Guest Privileges.
- Exceptions to the Guest Privileges for unusual circumstances may be approved by Management.
- Guests must be accompanied by a Club Member and remain in view of the Club Member at all times. The one exception to this rule is for adult family Club Member guests who use the fitness center. The fitness center is very busy at times, and Club Members always have preference over guests. (Do we want to allow adult guests to use amenities without homeowner supervision?) ***An adult ID badge may be received after signing a waiver & for a limited time for an adult. If the ID badge is not returned the charge for replacement will be applied to the homeowner's account.***

GUEST PRIVILEGES

- Number of Guests is Four (4) Per Household
- Exceptions for ages or times at specific venues are noted in their respective section. Any requests for exceptions to the Guest Privilege rules require prior approval by Management.
- **Club Members & the HOA will always have priority use of the amenities over any guests or other visitors.**

CODE OF CONDUCT

- A Club Member or guest shall not discipline, correct or abuse any of the Management Staff, other Club Members, guests, directors, officers, or committee persons, verbally or otherwise. Any employee not rendering courteous and prompt service should be reported to the Management Staff.
- Club Members and guests must conduct themselves so as not to infringe upon the rights and privileges of other Club Members and guests.
- Club Members are solely responsible for the conduct and actions of their guests.
- Club Members and guests will refrain from loud, profane, indecent or abusive language.
- Club Members and guests are responsible for any damage incurred to the Amenity Complex
- Club Members and guests shall obey all rules and shall immediately discontinue the prohibited activity when directed by the Management Staff.
- Neither Club Members nor guests shall direct any employee(s) to leave the Clubhouse for any purpose whatsoever.
- Management Staff, while on duty, are prohibited from rendering special personal services to Club Members or their guests except for guest services activities.
- Betting and/or gambling are prohibited in the Clubhouse.
- Animals must be kept under control and on a leash while in the Common Areas. All solid animal waste must be removed. Animals are not allowed inside the Clubhouse or Pool area, unless it is a service or emotional support animal and No animal, regardless of status, is allowed on furniture in or outside of the clubhouse.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.
- It's the responsibility of onsite Management Staff to inform Club Members or guests of any violation of the Resident's Clubhouse Rules and Regulations, and to take appropriate action.
- Club Members or guests who conduct themselves in an unbecoming manner or who knowingly break any of the Resident's Clubhouse Rules and Regulations are subject to disciplinary action by the Management Staff and/or the Board of Directors. In egregious cases this includes, but is not limited to, removal from the Resident's Clubhouse premises and loss of Clubhouse privileges.
- Club Members may request to appear before the Board or Covenants Committee to explain their actions and have the right to appear before the Board if disciplinary action is considered. (See Enforcement of Rules)

MEMBER USE and ROOM SCHEDULING POLICIES

- The Management Staff is responsible for the general operation, scheduling and use of the Amenity Complex, including regular and special events. Operating hours for all activities coincide with those of the Resident's Clubhouse. Exceptions are at the discretion of the Management Staff.
- Clubs and residents may make a reservation for meetings/events involving residents only. Guests are prohibited.

<i>Type</i>	<i>Residents only</i>	<i>Residents + Guests (non-residents)</i>
Personal event	Yes	No
Club event/meeting	Yes	No
Community event	Yes	Yes

- Club Members and their allowable guests may use any public area of the Resident's Clubhouse for their casual enjoyment without making reservations unless the area/room has previously been reserved.
- All classes or reservations for space will begin on the hour or half hour and will be scheduled for a period-of-time that is a multiple of 30 minutes (i.e., 30, 60, 90 etc.). All classes and reservations will end 5 minutes before the end of the scheduled time frame. This will allow all attendees time to either enter or depart before the next class begins.
- Use of the Resident's Clubhouse or any part thereof may be restricted at any time.
- Activities will be approved by the Management Staff and be in keeping with the Amenities Rules and Regulations.
- Rooms may be temporarily decorated with the approval of the Lifestyle Director. Under no circumstance may the decorations damage or permanently alter the existing decor.
- Events that Management Staff deem inappropriate, illegal or which interfere with other Club Member use of the Resident's Clubhouse or amenities are prohibited.
- Consumption of alcoholic beverages in the Resident's Clubhouse by those age twenty-one (21) years of age or older is permitted. Individuals under the age of twenty-one years (21) may NOT consume alcohol.
- Persons exhibiting signs of being under the influence of drugs, alcohol or any other judgment altering substance shall be prohibited entry or removed from the Resident's Clubhouse.
- All complaints, criticisms or suggestions of any kind relating to any of the operations of the Resident's Clubhouse should be addressed to the Management Staff.

CLUB RESERVATIONS

- Clubs will make a reservation by contacting the Lifestyle Director who is responsible for scheduling all activities.
- Reservations may not be scheduled more than 6 months in advance nor less than 48 hours in advance. There is one exception to this rule for monthly business meetings (See Below)
- Since Committees are part of governance, they will be given preference and may reserve the use of a room or area within the Resident's Clubhouse and will not be charged for the use of Amenity facilities.

- Committees will be allowed to schedule their business meetings for the following year any time after November 1st of the current year.
- Birthday Parties, Anniversaries, Baby Showers, Memorial services or any private events that are not pre-approved Club activities are prohibited.
- Reservations will be Resident and Club Member privileges subject to approval of Cresswind Palm Beach Homeowners Association, Inc.
- Reservations are subject to set up and/or clean up fees at the discretion of the Cresswind Palm Beach Homeowners Association, Inc.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.

CLUB RULES POLICY

- This policy defines and sets the rules for establishing and maintaining a club within the Cresswind Palm Beach Homeowners Association, Inc.
- This policy applies to all clubs, including but not limited to, social; athletic; faith-based and political.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.
- Any resident in good standing (CA dues up to date) can start and organize a club by submitting a completed Club Application form to the Lifestyle Director.
- Club participation is restricted to Cresswind PB community residents.
- Club participation is open to all Cresswind PB residents, unless privileges have been revoked.
- Clubs collecting money of any kind (dues, fees, ticket sales, etc.) or whose participants exceeds 25 members must have a set of CW Board approved by-laws.
- Clubs will have access to all clubhouse amenities including reserving of meeting rooms, inclusion of the meeting on monthly calendars and advance notification of a meeting issued to community residents.
- Scheduling of space for Club meetings, and other activities will be managed by the Lifestyle Director.
- Guest speakers at club meetings must be approved by the Lifestyle Director. At the Lifestyle Director's discretion, guest speakers may also need approval of the Cresswind Palm Beach Homeowners Association, Inc. Board.
- Club participants must adhere to all federal, state, local and Cresswind Palm Beach Homeowners Association, Inc. Amenities Rules & Regulations with regard to social gatherings.
- Religious services/prayer meetings and political meetings/rally's (other than informational, such as the mayor's "state of the city" meeting) are prohibited.
- Any club whose purpose is illegal, inappropriate or infringes on the rights of other residents is prohibited.
- A club may have its status revoked for a violation of the Covenants, Rules and Regulations and/or for cause.

CLUB, CLASS, INTEREST GROUPS AND INDIVIDUAL MEMBER RESERVATIONS

- Clubs, Classes, Interest groups and Individuals will make a reservation through the Lifestyle Director (email, phone or in person). Management will notify the requesting party after the reservation has been confirmed.
- Reservations may not be scheduled more than 6 months in advance nor less than 2 weeks in advance. There is one exception to this rule for monthly business meetings (See Below)
- Clubs may make reservations after December 1st for regular business meetings for the following calendar year.
- Any meetings/events scheduled other than one regular business meeting per month may require a setup fee and/or a security deposit.
- After every event the club, class or individual sponsoring the event is expected to clean the area and restore it to its original condition.
- Clubs, interest groups or individuals may not schedule more than eight events in any given 30-day period. Even though they may not schedule more than eight events, they may use any unreserved area without a reservation. This rule may be modified if there are special circumstances as determined by management.
- **Charitable Organizations Reservations**
 - Charitable Organizations will make reservations in the same manner as clubs.
- **Charitable Event(s)** - Any committee, club or individual who desires to hold a charitable event will submit to management a "Reservation Agreement" form providing the necessary information to reserve the space and also provide information as to the nature of the event and the charitable organization(s) that will benefit from said event. All charitable events must be preapproved by the CW Board.
- Reservations with the Resident and Club Member privileges subject to approval of Cresswind Palm Beach Homeowners Association, Inc.
- Reservations are subject to set up and/or clean up fees at the discretion of the Cresswind Palm Beach Homeowners Association, Inc.
- Priority for Reservations will be the following: Community Association, Committees, Charter Clubs.
- Non-chartered interest groups without committee representation are prohibited from reserving space, but may utilize open space if available.

ROOM AVAILABILITY (removed Conference Room)

- The following rooms/areas may be reserved as indicated:
 - Arts & Crafts Room – Business meetings, classes or special circumstances
 - Aerobics/Exercise Room – Business meetings, classes or special circumstances.
 - Ballroom – Business meetings, Classes, Social Events
 - Kitchen – Business meetings, Classes, Social Events
 - Lawn Area – Social Events

- Pavilion – Social Events
- Pool Table Area – May not be reserved except for business meetings or special circumstances.
- Swimming Pool – may not be reserved except for aerobic classes

COMPENSATED ENTERTAINERS / INSTRUCTORS / OTHER VENDORS

- Clubs, classes, or interest groups who want to obtain qualified experts, speakers, instructors and/or vendors who use the Resident's Clubhouse venues shall coordinate with the Lifestyle Director.
- The Lifestyle Director will assist in identifying cost effective service providers and facilitate contracting with these vendors.
- A usage fee of 10% of the gross compensated vendor contract may be administered by the Lifestyle Director when negotiating the contract.
- Reimbursement of travel expenses to a non-compensated vendor does not qualify for the 10% usage fee.
- All paid instructors conducting a class, event, speech, etc. at the Resident's Clubhouse or Amenities Complex, including any paid instructors who are residents, shall pay the 10% contract usage fee if applicable and have at least \$1,000,000 of liability insurance & up to date business license.
- The representing Club Member should obtain all the information necessary to complete the contract. This includes the vendors' legal name, social security number or tax identification, and proof of insurance, and business license.
- All "Contracts for Service" by clubs, classes, or interest groups shall be executed by management.
- Individual Club Members who want to obtain qualified experts, speakers, instructors and/or vendors who use the Amenities Complex venues may do so by contracting with the desired vendor. However, prior to the vendor using the facilities the individual Club Member must provide the Lifestyle Director with a copy of the executed contract and the vendor's proof of insurance in the amount of \$1 million.
- The individual Club Member within 30 days after the event shall pay the 10% usage fee. If applicable.
- All outside Vendors are required to provide General Liability Insurance.

General Provisions

- Non-recurring events may be scheduled up to six months in advance.
- The Audio/Visual equipment is not easy to use. When an event requires the Audio/Visual equipment, notify the Management Staff at least 7 days in advance. The Management Staff will then ensure someone properly trained will be present to ensure the equipment is operated properly.
- Dogs or other animals (with the exception of service or emotional support animals) are not permitted within the Amenity Complex. Proof of Service or emotional support animal documentation is required.
- No commercial advertisements shall be posted or circulated at the Resident's Clubhouse, and no solicitations of any kind shall be made within the Amenity facilities or upon the stationery of the Resident's Clubhouse, except as specifically permitted by the Management Staff.

- No petitions shall be originated, solicited, circulated, or posted in the Amenity Complex
- Fireworks will not be permitted anywhere within the Amenity Complex or adjacent areas, except as specifically approved by the Board of Directors and by professionals.
- No Amenity property may be removed without written approval by the Board or by the Management Staff. Exceptions include the lending library books, puzzles and DVDs. A sign out sheet will be provided.
- It is anticipated that clubs, interest groups and other entities will obtain items that they plan to use in their future activities. Due to the limited storage space within the clubhouse, Clubs, Interest Groups or any entity has two options.
 1. Retain the item for their use and store the item at a location other than the clubhouse or other association property.
 2. Donate the item to the association for the benefit of all residents. If the association accepts the donation, then it will be stored, insured and available for everyone's use. If the association does not accept the donation the entity that wishes to donate will retain the item.
- The Board will make the decision as to whether the item will be accepted.
- If items are made available to all residents there may be a rental fee which will not apply to the donating entity.
- Any individual who fails to comply with the Resident's Clubhouse Rules and the Regulations will be deemed to be in violation and subject to the penalties provided.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.
- Only Sanctioned Clubs and the HOA are allowed to hold a "Special Event" in the clubhouse and its outside amenities. A "Special Event" is any HOA/Club Meeting/Event that includes any one of the following: charging a fee or selling tickets, having outside entertainment, requires a special room set-up and/or decorations, serving catered food and/or having a potluck (excluding having light snacks or beverages).
- Gathering – Residents who gather in groups of twenty (20) to socialize/gather at the clubhouse may utilize one open room, if available, with the exception of the kitchen, lobby, group fitness room, and gym. Residents are expected to keep the room clean and restore it to its original condition. Seeing that rooms are not reserved this option is on a first come/first serve basis and any resident is welcome to enter/use an open table/or walk through the room.
- Pavillion Kitchen Area – This space may be rented for up to 30 guests for a limited amount of time, (3 hours total) for a fee of \$100.00 plus a cleaning deposit of \$200.00. The space will be inspected prior to requestee's event and if the space is not left clean, then the deposit will not be returned. A prior agreement must be signed and a request to use the space must be made at a minimum 2 months in advance.

SMOKING POLICY

- The Resident's Clubhouse (and its main entrance), the pool areas and all other amenity areas are smoke-free environments. E-cigarettes (vaping) is also prohibited in all amenity areas.

SAFETY

- In the event of an emergency, please notify a Resident's Clubhouse Management representative at the front desk, or after hours call 561-750-8800 or 800-766-7844. For Police, Fire or Ambulance, please call 911.

- Any incidents or accidents occurring during periods of time when management staff are not on site (whether requiring medical attention or not) will require the preparation and submission of an Incident Report to the Management Staff the next business day.
- First Aid Kits are located at the Women's Bathroom Outdoor Pavilion, Gym, and Office Front Desk.
- Defibrillators are located by the Restrooms at the Outdoor Pool area, by the Game Room near the exit to the pool area and outside the management office in the hallway, in the gym, at the clubhouse center doors outside of the clubhouse by the pool, and at the pickleball court.

POOLS and HOT TUB RULES

- Lifeguards are NOT provided. SWIM AT YOUR OWN RISK!!!
- It is the responsibility of the Club Member to monitor all of their guests, at all times.
- Hours for pools and the hot tub are posted by Management. These hours may be interrupted by required maintenance operations and scheduled activities.
- Swimming Pools – 4 Guests Pool Hours are from dawn to dusk.
- Hours may vary to accommodate scheduled water aerobics classes and pool maintenance.
- The swimming pools may NOT be reserved except for scheduled water aerobics classes.
- Proper bathing attire is always required. Cut-offs, dungarees and Bermuda shorts are NOT permitted in the pools or hot tub.
- Breakable containers of any kind are NOT permitted in the pools or hot tub areas.
- No food is allowed in or within 10 feet of the outdoor pool & hot tub
- Those using diapers of any sort must also use water resistant apparel to minimize risk of leaks.
- Personal sound equipment may be used only with earphones.
- Tents of any kind are prohibited within the gated outdoor pool area, unless approved by the CW Board.
- Any person with skin, eye, ear, respiratory infections, open lesions or wounds, diarrhea, illness, or nausea may NOT use the pools or hot tub.
- Pool Capacity is determined by state and local regulations. If capacity exceeds regulations, the number of people using the pool will have to be limited. Guests will be asked to leave before Club Members.
- Children under age 18 are not permitted to use the pool without an adult present.
- Individuals under 18 years of age are not permitted to use the resistance pool or hot tub at any time.
- Refer to additional rules posted at both the indoor and outdoor pool areas.
- NO OUTDOOR SWIMMING PERMITTED DURING HEAVY RAIN OR WHEN THUNDER AND LIGHTING CAN BE SEEN OR HEARD
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.

OUTDOOR POOL: (Capacity 175)

- Diving, jumping in, running, or horseplay is prohibited
- “Saving chairs” for persons absent from the pool area is prohibited
- Placing chairs in any portion of the pool is prohibited
- Everyone using pool furniture is responsible for returning it to its proper place after use.
- Lounges, chairs, and tables may be moved, but please return them to their original positions.
- NO ONE MAY BLOCK THE ENTRANCE TO THE POOLS WITH LOUNGE CHAIRS OR BY ANY OTHER MEANS.
- Close umbrellas before leaving. Anyone who does not do so and damage is caused to the umbrella may be held responsible for the repair or replacement.
- No bikes or skateboards allowed on the clubhouse patio, decks, or pool area. Bike racks are located by the mailbox kiosk. – Where can we move this to? Can we get it closer to the Clubhouse?
- Before leaving the area, place all trash in the trash receptacles.
- Children who are non-swimmers must always have adult, in-the-pool supervision.
- Children under age 18, without immediate supervision, may NOT use the pool.
- Only flotation noodles, pool float hammocks, life vests, kickboards, small inner tubes (36” diameter or less) or “swimmies” (flotation armbands) may be used.

HOT TUB: (Capacity 6)

- Each household is allowed 4 adult guests only.
- The RED button is for EMERGENCY use only to disable the entire system.
- No one under the age of 18 is permitted in the hot tub at any time.
- Maximum hot tub temperature is 104 degrees Fahrenheit.
- For your safety, please limit use to 15-minutes.
- All hot tub users should consult with a medical professional to assure they do not risk their health using the facilities. Pregnant women and those with heart problems, high blood pressure or those who are on medication are particularly reminded to consult with their medical professional before using the hot tub.
- Damages made by a homeowner or their guest will be the sole responsibility of the homeowner to pay, this includes spa jets, timer buttons, hand rails, signs, and any other device attached to the hot tub.

FITNESS CENTER

- Each household is allowed to have a maximum of 4 adult guests to use the fitness center.

- Appropriate workout attire is required. No swimsuits, cutoffs, flip flops or hard soled shoes.
- Personal headphones are required for any audio play. The TV remote is available for changing channels ONLY. Please DO NOT make any other adjustments to the TVs.
- Be courteous and wipe down equipment after use.
- Observe all guidelines for using equipment safely.
- If other individuals are waiting to use equipment, then please limit use to 30 minutes.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.
- Damages made by a homeowner or their guest will be the sole responsibility of the homeowner to pay for the repair or replacement as needed.

ARTS & CRAFTS ROOM RULES

- General use of the Arts and Crafts room is available for Club Members and up to four guests.
- The use of specialized Arts and Crafts equipment falls under the guidance of the Arts and Crafts Club and its special interest group. The equipment is restricted to Club Members of Cresswind who have had appropriate instructions.
- Some craft activities potentially involve some personal or physical risk to the participants and such participation by a Club Member or their guest is deemed an acknowledgment and acceptance of the risks inherent in the activity.
- Items such as craft books, patterns, knitting needles are available to borrow and must be returned.
- Locked cabinets are provided for individual groups to store materials used in their group's projects. Keys can be obtained from the Lifestyle Director.
- Classes and project demonstrations, arranged by the various interest groups, may require a fee to cover costs for "make and take" sessions.
- Pottery wheels are NOT allowed in the Arts and Crafts room.
- Clean up after normal use is a standing requirement.
- Damages made by a homeowner or their guest will be the sole responsibility of the homeowner to pay for the repair or replacement as needed.

KILN USAGE:

- A kiln, by its nature, is a dangerous piece of equipment and therefore, is maintained in a locked area. Only those individuals who have been properly trained and approved by the Lifestyle Director will be allowed access to the area.
- Authorized individuals may check out the key to the kiln area from the Lifestyle Director.
- When the kiln is full and ready to be used a whiteboard stand stating "kiln is in use" will be placed in front of the open kiln area door. Please do not enter unless authorized.

- Damages made by a homeowner or their guest will be the sole responsibility of the homeowner to pay for the repair or replacement as needed.

ENFORCEMENT of RULES and REGULATIONS

The Board, or any Committee established by the Board with Board approval, may impose sanctions including monetary fines, for violation of or failure to comply with these Rules and Regulations. For more information regarding compliance, see the Cresswind PB Community Association Covenants, Article 20, Section 6 (Rules and Regulations/Enforcement), the By-Laws, Article 6, Section 6.1.3(Enforcement) and the Cresswind Palm Beach Homeowners Association, Inc. Community Compliance Procedures.

PICKLEBALL COURT RULES AND REGULATIONS

GENERAL:

- The Pickleball courts are for the exclusive use by Cresswind Palm Beach residents and their guests.
- As with any Cresswind Palm Beach amenity, Club Members take priority
- The courts are available 7 days/week.
- All Cresswind at Palm Beach sports venues, including Pickleball courts, are nonsmoking venues.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.

RESERVATION POLICY:

- Pickleball courts are reserved for Resident Only Open play and Club Member play on a recurring basis.
- Outside of the Open or Club Member play times, individual Court reservations may be made by going through the Lifestyle Director. Any of the courts may be reserved.
- Reservations may be made up to two weeks in advance.
- A court reservation is limited to two hours per player.
- Members shall reserve a court only for themselves and/or household members that are be part of a group and not for other players.
- If you reserve a court and cannot play, please cancel the reservation so other players have an opportunity to reserve that court. If you are tardy more than 10 minutes, your reservation is automatically cancelled and the next person can play.
- Club Members who abuse the court reservation policy may have their court reservation privileges suspended or revoked.

COURT CARE:

- Appropriate attire and only rubber-soled shoes are permitted on the court. No street shoes.
- Courts are intended for Pickleball & Tennis use only.

- No play equipment is allowed on any court. This includes, but is not limited to, skates, skateboards, roller blades, wheeled vehicles (bikes and tricycles), strollers, toys, play pens, etc.
- Pets, alcoholic beverages, food, breakable objects, and controlled substances are also prohibited on the courts. Sports drinks and water in a non-glass container ARE permitted.
- All residents and their guests must thoroughly police the court area following play. Place all trash in the waste containers on the courts.
- Expenses associated with property damage caused by residents, or their guests will be charged to the responsible resident.
- Spectators will stay off the court surfaces.
- After night play, the last players leaving the courts are responsible to TURN OFF ALL LIGHTS.
- Damages made by a homeowner or their guest will be the sole responsibility of the homeowner to pay for the repair or replacement as needed.

GUEST POLICY:

- Each Cresswind Palm Beach household may bring up to four (4) guests.
- Guests MUST have a waiver signed with front desk at clubhouse on file
- Club Members must accompany their guests
- Guest Play Rule (Peak Hours):
 - If you wish to invite guests during peak hours (8am – 12 pm or 6 pm – 9 pm), including Club Member/Open play days, you may book courts 2a/2b
 - If you arrive with guests and if any of courts 3 – 6 are empty, you may move to one of those courts
 - If residents do show up to one of these courts (3-6) while you are playing with a guest, you shall move back to your booked court (2A/2B)
- For non-peak hours (12-6pm), 7 days/week, residents with guests are free to book any available court
- Note: Guest play hours may change due to unforeseen circumstances. Residents will be notified in advance should the hours change.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine. Abusive behavior by your guests becomes your responsibility. Your guest's violation is your violation. If your guest is found to be habitual in abusive behavior, your guest will no longer allowed on site and will be trespassing should they return.

TOURNAMENT PLAY:

- From time-to-time tournaments will be scheduled. Tournament play will take priority over individual court reservations and Club Member play.

COURT ETIQUETTE:

- USAPA rules, etiquette and courtesies apply.

- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.
- Players and spectators should refrain from loud and offensive language. Playing of loud music is prohibited.
- Players shall not change clothing on or near the courts or in plain sight of other players.
- Do not cross other courts (including tennis courts) while others are playing.
- Do not retrieve balls from other courts while others are playing unless players on that court have granted permission.
- Court users must comply with all other rules relating to use of the Pickleball courts that are posted at the courts, if any.

TENNIS COURT RULES AND REGULATIONS

GENERAL:

- The tennis and pickleball courts are for the exclusive use of Cresswind Palm Beach Club Members and their guests.
- The courts are available for use seven days/week from 7 am – 10 pm.
- All Cresswind sports facilities are non-smoking venues.
- Damages made by a homeowner or their guest will be the sole responsibility of the homeowner to pay for the repair or replacement as needed.

RESERVATIONS:

- Court use is limited to two hours if other persons are waiting to use the courts.
- Club Members must accompany their guests, unless they have a pre-approved adult guest badge and have signed a waiver. Homeowners are always fully responsible for their guests. Guest privileges are limited and for short periods of time

Reservations, if needed, must be submitted through the Lifestyle Director.

COURT CARE:

- Appropriate tennis attire and only rubber-soled shoes are permitted on the courts. Street shoes are NOT allowed.
- The courts are intended for TENNIS or PICKLEBALL ONLY. NO play equipment, including skates, skate boards, roller blades, wheeled vehicles (bicycles, tricycles), strollers, toys or play pens are permitted.
- Food and breakable objects are prohibited on the tennis courts. Sports drinks and water in non-glass containers are permitted. Also prohibited on the courts are: pets, alcoholic beverages and controlled substances.
- All Club Members and their guests need to thoroughly police the tennis area following play.
- Refuse must be placed in the waste containers on the courts.

- Expenses associated with property damage caused by Club Members or their guests are charged to the Members.
- Spectators shall stay off the court surfaces. Only players, umpires, line judges and ball retrievers (ball 'boys', ball 'girls') are allowed on the courts.
- After night play, the last players leaving the courts are responsible to TURN OFF ALL LIGHTS.

COURT ETIQUETTE:

- United States Tennis Association (USTA) rules, etiquette and courtesies apply.
- Players and spectators should refrain from loud and offensive language.
- All persons requesting the return of a tennis ball from another court should ask permission to retrieve it only when play on the affected court has halted. Do not attempt to retrieve the ball unless players on that court have granted permission.
- Court users must comply with all other rules relating to use of the tennis courts that are posted at the courts.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine.

GUEST POLICY:

- Cresswind Palm Beach households may bring up to four (4) guests.
- Club Members and their guests are welcome to participate in scheduled tennis events.
- The Community Association has a zero-tolerance policy with regard to abusive behavior. Abusive behavior at any amenity belonging to the Community Association can result in suspension of privileges or a fine. Abusive behavior by your guests becomes your responsibility. Your guest's violation is your violation. If your guest is found to be habitual in abusive behavior, your guest will be no longer allowed on site and will be trespassing should they return.

PEDESTRIAN TRAIL SYSTEM

- The pedestrian trail system is intended for the pleasure and use of community residents and their guests. The trails and their surrounding landscapes are intended to be maintained in a natural state respecting the plants and animals within the area.
- The paths are limited to pedestrian traffic. No motorized vehicles, bikes, etc.
- Animals must be kept under control and on a leash. All solid animal waste must be removed. Provisions pertaining to Animals and Pets under Article 12 Section 2 of the Declaration of Covenants apply.
- No hunting or trapping. Firearms, BB guns, bows and arrows, slingshots or similar weapons are prohibited.
- It is prohibited to make any additions or alterations to the approved trail system as illustrated on the Cresswind Palm Beach web site. No structures including, but not limited to bridges, benches, handholds, railings etc. are to be erected. Any such alterations or structures must be approved by the Westlake Master Association, Cresswind Palm Beach HOA Board and the City of Westlake. Erosion control, preservation of the wetlands and the privacy of residence bordering the path will be considered.

- Obstacles such as fallen trees that impede the path should be reported to the General Manager for disposition.
- Golf carts must be driven on the road and may not be driven on the sidewalk