

**FOUNTAINS AT RAINBOW LAKES H.O.A., INC.**  
**RULES AND REGULATIONS**  
**GENERAL**

These Rules and Regulations are designed for the mutual benefit of all owners. All Rules and Regulations shall apply to and be binding upon all owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to lots or homes owned by Declarant until they are conveyed to owners.

**Responsibility.** With respect to compliance with the Rules and Regulations, an owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom they are responsible, as well as for the actions of persons over whom they exercise control and supervision.

**Observance of Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the common areas or any lot or home shall be corrected by and at the sole expense of, the responsible owner and as appropriate the violator.

**Improper Use.** No improper, hazardous or unlawful use shall be made of the common areas or any home or lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

**Nuisance.** No obnoxious activity shall be carried on at any home or lot or in or about any portion of the community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other owner or which interferes with the peaceful possession or proper use of the homes or the surrounding areas. Nothing shall be done within the common areas or any home or lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any owner or his family members, guests, invitees and tenants using any portion of the community.

**Disturbance.** No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any lot or inside any home, or exposed to other owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

**Violations.** Violations of any Rule or Regulation shall subject the responsible owner and/or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants, Restrictions and Easements of The Fountains Of Rainbow Lakes (the "Declaration"). All violations of any of the Rules and Regulations should be brought to the attention of the responsible owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board in accordance with the Declaration.

**Enforcement.** Failure of an owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration.

**Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

**No Amendment.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

**Further Amendment.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**REQUEST FOR CHANGES TO PROPERTY**  
**ARCHITECTURAL REVIEW BOARD**

As provided in the Declaration, no owner shall make any improvement, addition or alteration to his Lot or the exterior of his home without the prior written approval of the Architectural Review Board Committee ("ARB"). All requests for ARB approval of any improvement (as defined below) must be on the form designated for this purpose by and available from the management company. No changes shall be commenced until such time as the owner is in receipt of written approval from the ARB Committee.

**Architectural Review Board ("ARB")**

All exterior improvements, additions, painting, modifications, decorations or alterations to the lot or home (the "improvement") shall be reviewed by and have written approval given by the ARB. The ARB shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed improvement in sufficient detail to assure compliance with any criteria established for approvals. Notwithstanding any criteria established, the ARB shall in its discretion determine whether the improvement shall be in harmony with or detrimental to the appearance of the Community. The ARB shall approve or disapprove the request within 30 days from receipt of all requested submission plans and materials. In the event the ARB fails to approve or disapprove a request in writing within 30 days of receipt, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The ARB shall employ the following minimum criteria for approval or rejection of requests:

1. Uniformity of type and design in relation to similar improvements.
2. Comparability of quality of materials as used in existing improvements.
3. Uniformity with respect to color, size and location.

If approved by the ARB, all construction shall be subject to the Rules and Regulations and any applicable governmental laws, statues, ordinances, rules and regulations, including obtaining all proper permits.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.  
RULES AND REGULATIONS  
PERTAINING ONLY TO REQUESTING CHANGES TO PROPERTY**

By the Director's signatures, these Rules and Regulations will become effective. The period of time prior to the effective date will serve as a "grace" period to allow homeowners to follow the present rule governing.

1. All homeowners are required to submit an ARB Form in accordance with the governing Documents of the Declaration of Covenants, Restrictions and Easements for the Fountains.
  - (a) An application may be obtained from the Property Management Company.
  - (b) All homeowners will send their completed application to the Property Management Company.
  - (c) All homeowners must wait for response from Property Management Company of approval notification or approval with modification.
2. Homeowners shall not start or complete any improvement that requires an "Approval Notification" or "Approval with Modification" letter from the Property Management Company.
3. Any homeowner receiving an "Approval with Modification" letter must adhere to the required modification. If a homeowner fails to follow the modification, the homeowner will be declared to be in non-compliance.
4. Any homeowner who starts or completes any improvement that requires an approval without first receiving the "Approval Notification Letter" or "Approval with Modification Letter," will receive a "Letter of Intent to Fine" for this violation.
5. A homeowner must notify the Property Management Company, in writing, when the approved work is completed. Failure to notify the Property Management Company of the completion of approved work within 14 days of completion will constitute a violation.
6. All approvals are valid for one year from the date of the approval. All work approved by the ARB must be completed or started within one year from the approval date. Once approved work has started, it must be completed within six (6) months. Homeowners are required to submit a new application on any work not falling within these guidelines.
7. Fine schedule for violations of ARB Rules and Regulations:

1 <sup>st</sup> violation	\$100.00
2 <sup>nd</sup> violation	\$100.00
3 <sup>rd</sup> violation	\$100.00 per day until violation is corrected

This violation continues with an aggregate total not to exceed \$1,000.00.
8. The Board of Directors will follow the Rules and Regulations as set forth in the governing Declaration of Covenants, Restrictions and Easements for the Fountains of Rainbow Lakes regarding the issuance of fines.

9. All homeowners have the right to be heard by the Board of Directors regarding a violation issued against them or request their fine be waived according to procedures established in the Rules and Regulations as set forth in the governing Declaration of Covenants, Restrictions and Easements for Fountains at Rainbow Lakes regarding the issuance of fines.
10. All homeowners who receive an "Approval" with Modification or a "Denied" application have the right to request the Board of Directors review their application.
  - (a) All requests of this nature must be in written form.
  - (b) All requests must be sent to the Property Management Company 14 days prior to the Board Meeting.
  - (c) The homeowner or a representative must attend the Board Meeting at the time of the hearing. If homeowner or their representative is not present, the ARB ruling will automatically be upheld.

**FOUNTAINS AT RAINBOW LAKES H.O.A., INC**  
**RULES AND REGULATIONS**  
**MAINTENANCE AND APPEARANCE OF HOMES**

1. **General.** Each owner shall keep and maintain his home and lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his home and lot which, if omitted, would adversely affect the Community, other owners or the Association. Maintenance obligations are more fully defined in the Declaration.
2. **Personal Property.** The personal property of an owner shall be stored inside his home or garage and not be visible to surrounding neighbors or from Association property.
3. **Hurricane Season.** Each owner who plans to be absent from his home during the hurricane season shall prepare his home and lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area, if any, and from the outside of the home. The owner shall also designate a licensed company satisfactory to the Association to care for the home and lot should it suffer hurricane damage.
4. **Hurricane Shutters.** No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the Community. Awning type shutters shall not be permitted on window or door openings, which are surrounded by a stucco trim band, or on the front elevation of a home. Any removable tracks, which have been installed by Declarant or approved by the ARB as part of a shutter package, shall not remain installed on the home other than during periods of a hurricane watch or hurricane warning. Notwithstanding the preceding, header tracks are allowed to remain on the home if installed on the second floor.
5. **Window Décor.** Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an owner first moves into a home, or when permanent window treatments are being cleaned or repaired.
6. **Landscape Materials.** No trees, shrubbery or landscaping shall be removed from lots without prior written consent of the ARB. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the ARB.

7. **Alteration of Drainage.** No sod, topsoil, fill or muck shall be removed from lots without prior written consent of the ARB. No change in the condition of the soil or the level of the land shall be made which would result in any permanent change in the flow or drainage of surface water within the community or on the lot.
8. **Clotheslines.** No clothesline or similar device shall be allowed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner.
9. **Basketball Hoops.** Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the lot.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**TRASH AND OTHER MATERIALS**

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("trash") shall be kept or permitted on the lots or common areas except in sanitary self-locking containers located in appropriate areas. For curbside pick-up, trash shall be placed in sanitary self-locking containers.
2. Trash that is required to be placed at the front of a lot in order to be collected may be placed and kept at the curb after 6:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed and thereafter be concealed from sight after pick-up on the day of collection.
3. No odors shall be permitted to arise from trash containers so as to render any portion of the property unsanitary, offensive or a nuisance to any owners, to the Association property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of any common area or any other property.
5. Each owner shall regularly pick up all trash around his home and lot.



**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**ANIMALS AND PETS**

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except pit bull terrier and similar breeds, etc.), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, turtles and tortoises, domesticated rabbits, mice and creatures normally maintained in a terrarium or aquarium.
2. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the community is prohibited.
3. Unusual pets shall not be kept, raised, bred or maintained on any portion of the property, including the home, lot and common areas. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item (1) above, or not maintained in a terrarium or aquarium. Pit bills are also classified as an unusual pet and are, therefore, prohibited.
4. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each owner who determines to keep a pet agrees to indemnify the Association and hold harmless against any loss or liability of any kind or character whatsoever arising from having said animal on the property.
5. Pets shall not be left unattended outside the home. No pet shall be kept tied up outside of a home or in any covered or screened porch or patio, unless someone is present in the home.
6. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a home or outside of a fenced-in area.
7. Any solid animal waste shall be immediately picked up, removed and disposed of by the owner and shall not be deposited on or within the common areas.
8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

9. Every female animal, while in heat, shall be kept confined in the home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
10. If any pet becomes obnoxious to the owners by barking or otherwise, the owner shall correct the problem. If the problem is not corrected, then the owner, upon written notice from the Association shall be required to remove the animal from the property.
11. No owner shall inflict or cause cruelty upon or in connection with any pet.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.  
RULES AND REGULATIONS  
PARKING AND VEHICULAR RESTRICTIONS**

1. Parking shall be permitted only on driveways and inside garages. No parking on the streets or swales is permitted.
2. If parked on driveways, vehicles shall not obstruct traffic on the streets.
3. No vehicle or other possessions belonging to an owner or to an owner's family member, guest, invitee or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another owner's driveway.
4. No overnight parking of boats and commercial vehicles is allowed unless within the garage of the home and with the garage door closed. As otherwise provided for in the Declaration, trailers, motor homes and recreational vehicles shall not be parked in the community.
5. No repairs of vehicles shall be made within the community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the home and with the garage door closed.
6. Disposal of drained automotive fluids is not allowed within the community.
7. Vehicles which cannot operate under their own power and/or which remain within the community for more than seventy-two hours shall be towed at the owner's expense, unless parked on the owner's driveway or inside the owner's garage.
8. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
9. No owner shall keep any vehicle on the lot, which is deemed to be a nuisance by the Board.
10. No owner shall perform restorations of any motor vehicle, boat or other vehicle within the community unless made within the garage of the home and with the garage door closed.
11. Car washing shall be permitted only on an owner's driveway.

12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the community.
13. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.
14. The operation of golf carts, motorized gas powered scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in the community except when used for the transportation of disabled persons.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**COMMERCIAL VEHICLES**

The Board has adopted the following definition of the term "commercial vehicle" as used in the "Declaration of Covenants, Restrictions and Easements for Fountains At Rainbow Lakes". The term "vehicle" for this definition shall mean:

1. Any and all self-propelled or towed motor vehicle.
2. Any trailer with or without power designed to carry people or property.

**Definition**

1. The Board recognizes Florida State Statute 316.003(66) as part of the definition of commercial vehicle. (Note: This F.S.S. does not exempt government vehicles.)  
**Commercial Motor Vehicle:** Any self-propelled or towed vehicle used on the public highways in commerce to transport passengers or cargo, if such vehicle:
  - a. has a gross vehicle weight of 10,000 pounds or more
  - b. is designed to transport more than 15 passengers, including the driver
  - a. is used in the transportation of materials found to be hazardous.
2. Any corporate or privately owned vehicles with writing, advertisements, logos, or artwork displayed.
3. Any vehicle used as an outlet to distribute, sell, or receive merchandise.
4. Any vehicle used to carry or transport hazardous material.
5. Any vehicle used for hire to transport passengers or cargo.
6. Any vehicle with mounted cargo racks except for factory style installed luggage racks used for carrying a limited weight for personal luggage.
7. Any and all taxis and passenger transport vans or buses.

**Exemption**

1. All vehicles owned by a **government entity**, may be granted an exemption provided they meet all the following guidelines:
  - a. The vehicle is a passenger car, light truck, or van.
  - b. Does not have external cargo racks.
  - c. Does not carry hazardous material.
  - d. Any vehicle parked inside a closed garage if the vehicle does not carry or transport hazardous material. If the vehicle will fit in an enclosed garage, the garage must be utilized.
  - e. The vehicle is maintained in an acceptable appearance. The Board maintains the authority to classify a vehicle as unacceptable by a majority vote.
  - f. The operator or caretaker acknowledges the Board may require writing, logos, and/or artwork to be professionally covered at the operator or caretaker's expense, (i.e. with magnetic sheets/removable signs). The Board maintains the authority to designate the type and color of covering to be used.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**FENCES**  
**ADDITIONS AND ALTERATIONS**

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ARB or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences:

1. Only aluminum rail, wood shadow box, wood board on board and vinyl-coated chain link fences shall be approved.
2. No fence shall be approved which is less than 4' or more than 6' in height.
3. No fence shall be approved or installed which encroaches into Association property, common areas or other lots.
4. No fence shall be approved which is not set back a minimum of 10' from the front corner of the home.
5. No fence shall be approved which extends in front of the front corner of a neighbor's home where the two homes are immediately adjacent to each other and where both homes face the same direction.
6. For board on board fences, the "finished" or board side should be installed so that it faces the outside away from the home and towards any neighbor or street.
7. For chain link fences, a landscape hedge shall also be installed on the outer side of the fence within the lot to provide screening.
8. For lake lots, specific Board approval is necessary as to prevent obscuring neighbors view of lake.
9. For lots with drainage easements, the approval and execution of fence removal agreements with the County and/or City and with the Association shall be required.
10. Any fence, which crosses a utility easement, shall be approved in writing by all utility companies occupying the easement.
11. For any fence, if approved, the owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
12. For any fence, if approved, the owner shall be responsible for the costs associated with any required removal, repair and/or replacement.

**FOUNTAINS AT RAINBOW LAKES H.O.A., INC.**  
**RULES AND REGULATIONS**  
**GENERAL USE OF COMMON AREAS**

1. **Responsibility:**

- a. With respect to common areas, an owner shall be held responsible for the actions and conduct of his family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- b. Any damage to the Association's property, which is caused by any owner or family member, guest, invitee or tenant of the owner shall be repaired or replaced at the expense of the owner.
- c. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the common areas regardless of where such property is kept, checked, left or stored on the premises.

2. **General Common Areas:**

- a. Pets shall not be permitted in the common areas, no walking dogs/cats at entrance around lakes.
- b. The walkways and entrances of the common areas and facilities shall not be obstructed or used other than ingress and egress.

3. **Cleanliness:**

- b. It is prohibited to litter or cause debris to be put in any of the common areas.
- c. No personal articles shall be allowed to stand overnight in any of the common areas.
- c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within the common areas.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.  
RULES AND REGULATIONS  
USE AND ENJOYMENT OF LAKES**

1. The lakes shall be reserved for the private use and enjoyment of the owners of Fountains at Rainbow Lakes, as that term is defined in the Declaration, or the family members, guests, invitees and tenants of the owners.
2. Owners of lake lots shall be permitted to fish and operate non-motorized watercrafts in the lake on which they live. An owner of a lake lot may only access the lake from the lake maintenance easement area which immediately abuts his lot to operate non-motorized water craft.
3. Owners of lots, which are not defined as lake lots shall not be permitted to access any lake for the operation of a non-motorized or motorized watercraft.
4. No planting, fencing or other improvements or additions are permitted to the lake maintenance areas and easements.
5. Swimming and the operation of motorized watercrafts in the lakes are prohibited.
6. Watercrafts and trailers shall not be stored on the lake banks or in the easement areas. The only watercrafts, which are permitted to be used within the lakes of the Community, may be stored within the backyards of lots out of view from all neighbors.



**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**MISCELLANEOUS RULES AND REGULATIONS**

1. **Signs.** No sign, display poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a lot or home or any element of the common areas without the prior written approval of the Board. Without limiting the Board's authority to approve or disapprove any sign in accordance with the preceding sentence, the Board may approve any signs for the sale or renting of homes if the size is not greater than 18" x 24". If approved, any such signs shall be limited to one sign per home, which shall be placed on a front window of the home. Any such signs shall be approved in writing from the Board.
2. **Garage Sales.** Garage sales are permitted four times a year, on weekends with proper notification to the Board. The second Saturday and Sunday of the month of (Feb., May, Aug, and Nov.)
3. Garage sales may be approved at different times if specifically requested of the Board. Any homeowner wishing to conduct a garage sale at any time other than the designated four times annually, should contact the Management Company.
4. **Chemicals.** Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any home, its adjacent yard area or within the common areas, except for propane tanks associated with barbecue grills and except for those substances used for normal household or yard maintenance use. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be stored on the Association's Property.
5. **Solicitation.** All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the homes or lots is strictly prohibited unless express written permission is granted by the Board.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**LEASING OF HOMES**

1. No portion of a home, other than an entire home, shall be rented by the owner. No home, or portion thereof shall be sub-let.
2. All leases shall provide that the right of the tenant to use and occupy the home and the common area shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.
3. All leases shall provide that the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the Association's Documents or the Rules and Regulations.
4. All leases shall provide for a minimum lease term of one year. No lease shall provide for an early lease termination, which would reduce a lease term to a period of less than one year.
5. The owner of a leased home shall be jointly and severally liable with his tenant for compliance with the Association's Documents and the Rules and Regulations and to the Association to pay assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenants and/or those for whom the owner is responsible.
6. The owner shall request a Lease/Sale Agreement from the management company and provide the Association with a copy of all executed leases in their entirety for the home.
7. The owner is responsible to inform prospective tenants that approval and an interview by the management company is required before moving in.
8. The owner must contact the management company for all the necessary paperwork, i.e., application, deposits, processing fees, etc. before any prospective tenant may move in.
9. A \$600.00 refundable security deposit *must* be on file with the Management Company in case of any damage to the common areas for each tenant.
10. The owner is responsible to supply a copy of the Rules and Regulations to the approved tenant by the move in date.
11. The owner must have all Association dues current and no violations against the property before any lease will be approved.

**FOUNTAINS AT RAINBOW LAKES, H.O.A.**  
**RULES AND REGULATIONS**  
**NOTIFICATION OF VIOLATIONS**  
**AND**  
**THE ISSUING OF FINES**

The following is the procedure that shall be followed when homeowners are in violation of the Rules and Regulations of the Declaration of Covenants, Restrictions and Easements for the Fountains Of Rainbow Lakes. All homeowners shall be notified in writing when they are deemed to be in violation.

**First Notice**

- Indicate the date of this correspondence
- State the nature of the infraction
- Indicate the section, paragraph and page number of the associated rule(s) and
- State that the homeowner has (15) days to comply

**Second Notice**

- Indicate the date of the first correspondence, the date of this correspondence and the fact that this is the Second Notice
- State the nature of the Infraction.
- Indicate the section, paragraph and page number of the associated rule(s), and
- State that the homeowner has (7) days to comply or appear before the Board of Directors  
at the next Board meeting. If the scheduled Board meeting is more than (7) days, homeowner shall contact the Management Company to state their intention to appear to avoid receiving a Third notice prior to appearing before the Board of Directors.
- State the Association's intention to impose a fine if the infraction is not corrected after (7) days, or the Management Company has not been contacted regarding the Board of Directors Meeting.
- Indicate the date and time of the next Board of Directors Meeting.
- Homeowner must be given notice at least (5) days before the next Board of Directors Meeting. If the homeowner elects to appear before the Board, the homeowner must contact the Management Company and indicate his/her intention to appear. Notice must  
be given at least (2) days before the Association's Board of Directors Meeting in order for the agenda to be revised to include the issue.
- Should the homeowner still be in noncompliance after the (7) days, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the owner no later than (21) days after said meeting.

**Third Notice**

- Indicate the date of the First and Second correspondence, and the fact that this is the Third Notice.
- State the nature of the infraction.
- Indicate the section, paragraph and page number of the associated rule(s) and regulation(s) located in the Fountains At Rainbow Lakes Documents.
- State that the homeowner has now been assessed a fine.
- State that the fine shall be considered an assessment and the fine shall be paid no later than (30) days after notice of imposition of the fine.
- Late fees in the amount of \$25.00 will be assessed if payment has not been received after the (30) days.
- State that the homeowner has the right to appear before the Board at the next Board of Directors Meeting.
- Indicate the date and time of the next Board of Directors Meeting.
- Homeowner must be given notice at least (5) days before the next Board of Directors Meeting. If the homeowner elects to appear before the Board, the homeowner must contact the Management Company and indicate his/her intention to appear. Notice must be given at least (2) days before the Association's Board of Directors meeting in order for the agenda to be revised to include the issue.