

WHISPER WALK SECTION A ASSOCIATION, INC.

**RULES AND REGULATIONS
FOR
SECTION A OF WHISPER WALK**

As Approved by the Board of Directors

On

October 28, 2024

GREENLEAF RULES AND REGULATIONS

The definitions contained in the Articles of Incorporation of Whisper Walk Section A Association, Inc. are incorporated herein as part of the rules and regulations. Failure by a Unit Owner to comply with the Rules and Regulations may subject the Unit Owner to a fine in accordance with Section 12 of the Bylaws (Rule #29). It is the fiduciary duty of the Whisper Walk Section A Association Inc. Board to maintain the original common elements and the landscaping scheme of the community.

SECTION A: BUILDING & COMMON GROUNDS

Overall appearance and maintenance of original common elements must conform to the landscaping scheme of the community. THE BOARD MUST APPROVE ANY ADDITIONAL PLANTING, with ARC application.

1. The walkways and entrances of any building shall not be obstructed or used for any purpose other than entering or leaving.
2. No flowerpots shall be placed on or adjacent to the driveway or sidewalks, or windowsills. No birdbaths, chimes, or statues shall be permitted in the front, back or side of units, or on fences. The only exception is the placement of a flag of the United States of America. Exterior structure of your dwelling unit, shall not be painted, decorated or modified by any unit owner.
3. No pavers shall border the area along your walkway and driveway. Pavers are only allowed in the fenced area for the garbage & recycle box storage. Solar lights are allowed on the inside edging of your grass so as not to interfere with the cutting of the grass. It is in our contract that our landscapers will not be responsible for any damage.
4. No signs, posters, notes, or letters shall be posted on the outside of Unit Owners units, vehicles, or fences with exception of their ground staked security companies display. A bulletin board has been placed at the mailbox gazebo and in the clubhouse for official notices. The bulletin board is maintained by the Association and Property Manager. Notices of any kind must be submitted (email) to the Greenleaf Office for consideration by the Board.
5. No loose articles such as pots, BBQ's or patio furniture may remain outside if the unit is vacant or not occupied for longer than two weeks. During hurricane season (June 1st-November 30th) owners must secure loose articles when adverse weather is predicted. No generators are allowed. Unit Owners shall be liable for damage to their own or any adjacent Unit as the result of the storage or use of any potentially dangerous material. No owner shall use or permit to be brought into dwelling unit any inflammable fluids, such as gasoline, kerosene, explosive material, etc. All BBQ propane tanks must be stored on the patio area.

6. All Units must have all address numbers adhered to the top of the front entrance door and not on the wall. Numbers must be in accordance with the specs provided by the Whisper Walk A Association Inc. ARC documents require black numbers (4" in height).
7. After 10:00 PM, No owner shall cause or permit any noises that will disturb or annoy the occupants of any of the Dwelling Units nor permit anything to be done which interferes with the rights, comfort, or convenience of other owners. No construction work is permitted before 8:00am and after 6PM, and on weekends unless it is an emergency.
8. All garbage and refuse from the Dwelling Units must be deposited in secured garbage containers provided for such purpose and placed at the end of the driveway no earlier than 6:00 pm on the evening prior to the day of collection. Use of plastic bags instead of containers is not permitted. All garbage containers and recycling bins must be returned to their enclosed fenced area, or as close to fence as possible, by 6PM on the day of collection. Collection containers shall not be left in front of doors, walkways, or driveways.
9. Any Unit Owner who requests or uses any employee or agent of the Association to do any private business for him/her does so at his or her own risk and liability. Such work must be done after the employee's normal working hours.
10. All exterior modifications of screened porches, installation of screened patio enclosures, new windows, doors, hurricane shutters or landscaping must be applied for with an ARC application being filed by the unit owner and receiving a final written approval letter, by the Board, granting such modifications. The forms are available in the Greenleaf office or website.
11. Patio areas and bird cages are not for storage purposed and must be kept clean with no clutter and in good condition. All damaged or torn screening must be repaired/replaced by the homeowner and gutters.
12. Each Owner shall be held liable for any damage to the condominium property, the Section A Recreation Area, Association property or equipment belonging to the Association, caused by any Owner, renter, family member, guest, or invitee. Any necessary repair or replacement will be done at the expense of said Owner.
13. Complaints and/or violations regarding the management of the Condominium Property, Section A Recreation Area, or regarding actions of other Owners shall be made in writing to the Association and signed by the Owner. The Association Board and /or Management Company will not entertain anonymous complaints.
14. The Association Property and Section A Recreation Area is solely for the use of the owners, renters, their family members and invited guests. The use of the recreational facilities shall be at their own risk and not at the risk of the Association.

- 15.** When the Association Board becomes aware of noncompliance of Rules or Regulations by a Unit Owner, occupant, guest, or tenant, it shall send a letter to the Unit Owner advising of the rule violation and warning that strict compliance with the rules and regulations will be required. Fines will be levied thirty days after the violation notice if the Unit Owner does not comply. The fine for violation of our Documents or Rules and Regulations shall be \$100.00 per day, up to a maximum of \$1,000.00 as provided in Section 12 of the Bylaws.
- 16.** Maintenance payments shall be due on the first day of each quarter (Jan., April, July, October). Maintenance payments shall be due on the first day of each quarter (Jan., April, July, October). A grace period of 10 days shall be permitted after which a late fee of \$25 or 5% whatever is greater will be charged plus interest. In addition, owners are responsible for reminder letters \$11 each, Notice of late assessment \$36 each, attorney transfer package \$200 each, intent to record a lien \$150, attorney fees
- 17.** Association records may be inspected by Unit Owners by making an appointment in writing at least 10 days in advance to the Management Company.
- 18.** Unit Owners must provide the Board of Directors with the name, address and telephone number of a local resident who will have a key to their Unit in their absence along with the name and policy number of their homeowner's insurance company.
- 19.** Gutters are the property of the unit owners. Regular maintenance and cleaning are required and are the responsibility of the unit owner.
- 20.** Unit Owners who wish to speak on a posted agenda item only under old or new business at a regular scheduled Board meeting, may do so when recognized by the Chair. Each unit owner is limited to 3 minutes speaking time per agenda item, and no unit owner may delegate any part of their allotted 3-minutes of speaking time to another unit owner. Same rule applies to the Good & Welfare part of the meeting.
- 21.** Document review requests are limited to one request per month, per unit owner and should be sent to the Property Manager.
- 22.** Unit owners that are more than 90 days delinquent on monetary obligations to the Association, may have their rights to use common areas, amenities and voting in Association related matters suspended until monetary obligations are paid in full.
- 23.** Door to door solicitation of any kind is prohibited in the community.

SECTION B: VEHICLES

A vehicle without a license tag must be removed from the Association Property within twenty-four (24) hours of written notice by the Association to the Unit Owner. Inoperable, unlicensed, uninsured, or unsightly vehicles parked adjacent to condominium building will be towed at the Unit Owners expense, in accordance with the provisions of Article XI, Section B of the Replat Declaration. No motorcycles or motor scooters are allowed at any time in Section A of Whisper Walk. No commercial vehicles, pick-up trucks or vans without full side windows may be parked anywhere in Section A overnight. Only two cars are allowed per unit.

1. Overnight parking on the streets Violators will be towed at the owner's expense.
2. **Parking on the grass is never permitted in the Community.**

Section C: POOL AND JACUZZI

1. There is no lifeguard on duty at any time. Jacuzzi and swimming pool use is therefore, at the user's risk.
2. Rafts, toys, and scuba gear are not permitted in the pool.
3. Food or beverages of any kind are not permitted on the pool deck except during authorized organization functions approved by the Board. Only exception is a plastic water bottle.
4. No one under 16 years of age may use the Jacuzzi. Children under 16 years of age are not permitted in the pool without adult supervision.
5. Chairs and lounges are not to be reserved. All are on a "first come, first serve" basis. Pool furniture may not be removed from the pool deck. Pool furniture is to be replaced in its original position if moved during use.
6. No tables are permitted under the awning or on the pool deck other than the umbrella tables, except at Board authorized functions.
7. Everyone must spread a towel or protective cover on chairs and lounges.
8. Everyone must shower before entering the pool or Jacuzzi. No soap may be used in the outdoor shower for safety reasons.

9. No running, ball playing, diving, or jumping into the pool is permitted. Pranks or other dangerous activity is not permitted in the pool or on the pool deck.
10. No smoking or vaping on the pool deck, in or around pool and in common areas. (Resolution is filed in the West Palm Beach Courthouse and posted on Website.
11. Any child or adult wearing a diaper is absolutely forbidden to use the pool.
12. Close the pool umbrella after use.

Section D: CLUBHOUSE BUILDING

The Clubhouse building contains a multi-purpose room, exercise room, billiard room, and a library/meeting room. These rooms may be used by Unit Owners, renters, and guests.

1. Proper dress is required throughout the Clubhouse, including shoes and shirts. Wearing of uncovered swimwear is not permitted.
2. There is no smoking or vaping, permitted in the Clubhouse, or pool area, and common areas. Resolution filed in WPB courthouse and posted on the website.
3. Children under the age of 16 are not permitted to use the Clubhouse unless accompanied by a responsible adult.
4. The last person leaving any room in the Clubhouse should turn the lights off.
5. The last person leaving the sauna should turn off the sauna timer and lights.
6. No furniture or equipment may be removed from the Clubhouse, or any other room, without permission of the Board of Directors.
7. Special emergency Board of Directors and Association meetings shall pre-empt any activity scheduled in the Clubhouse meeting rooms.
8. Use of the Clubhouse for any private function is permitted. Use of the Clubhouse by organizations must be scheduled with the responsible for such scheduling. A \$250.00 cleaning deposit is required, and it will be refunded if the room is appropriately cleaned after the function ends. If a function falls on a day prior to holiday and maintenance personnel is not available to reset the auditorium, the organization or club is responsible at its own expense to have this done.

Section E: UNIT SALES AND/OR RENTALS

To maintain our Adult Community Status, at least one occupant must be 55 years or older. No children under the age of 18 are permitted to reside within the unit.

Unit Owners must notify the Board of Directors when their unit is being offered for sale or rent. A down payment of 20% of the selling price of the unit is required to be submitted before the new owner application of Greenleaf can be submitted. If the Unit Owner fails to notify the Board, the rental or sale may not be approved. No unit may be rented or sold unless the prospective renter or buyer files an application with the Management Company and is interviewed in person by one or more Association Directors. An application fee of \$100 per applicant or married couple payable to the Management Company, is required.

The Board of Directors has the authority to investigate, accept or reject a proposed purchaser or renter with cause. Notice of acceptance or rejections will be in accordance with the Documents of Whisper Walk Section A.

1. No owner may rent/lease their unit on a seasonal or yearly lease until the unit owner has owned the unit for a period of 2 years. After 2 years of ownership units may be rented for no less than 4 months and no more than 12 months in one calendar year in accordance with our Documents.
2. There shall be a refundable security deposit of \$500.00 paid to the Association by the renter to cover any damage caused to Association property, in accordance with our Documents. All fees are payable by check or money order.
3. Renters may not sublet or assign all or part of the lease. A unit cannot be rented to more than 4 occupants. All occupants must be approved by the Board of Directors.
4. Should there be any conflict between the provisions of a rental lease and the Association documents, the Documents shall govern.
5. Two Medco keys for the Recreation Area/Clubhouse are to be transferred from the Owner to the Buyer at the time of settlement. The cost for replacement of a lost or broken key is \$25.00.

Section F: ASSISTANCE ANIMALS

No Owner is permitted to keep a domestic pet or other animal in a dwelling unit as provided in Article XI, Section D of the Replat Declaration. No Owner/Resident or guest of an owner is permitted to bring in an animal into a unit and or common area of Whisper Walk Section.

Emotional Support animals are not defined as pets. In compliance with FHA, ADA rulings, prior to bringing a service or comfort animal into the community, the unit owner must provide the Board of Directors with proper documentation of the need for the service/comfort animal from a licensed medical doctor, therapist, or psychologist. These requirements apply to renters as well as owners.

Assistance/Service Animals applications are available on the Greenleaf website, from the clubhouse office or by contacting the Management company.

1. The Unit Owner or renter must present a written application for his/her animal, along with the medical documentation.
2. The Owner or renter must also submit documentation from a licensed veterinarian stating that the animal has received all necessary shots.
3. The animal must wear a collar with registration and I.D. tag and be on a leash no longer than 6 feet when outside the Unit. No retractable leashes are allowed.
4. The animal owner is responsible for picking up after the animal, with a waste bag to keep our community clean. Waste bags to be discarded in your own unit's garbage receptacle can. Registration animal tags are available at the management office for Greenleaf residents.
5. Only one animal will be allowed, per occupant.