

In Fabulous Delray Beach, Florida

Coral Trace Homeowners' Association, Inc.
Resident Handbook (RH)

A Guide to the Policies, Procedures, Rules and Regulations of Coral Trace HOA

plus

Architectural and Landscaping Alteration Packet

Guest Parking Permit

Site Plan of the Coral Trace Community

Social Room Rental Agreement Packet

Violation Letters and Waiver Form

Welcome Packet and Sales/Lease Application Forms

If documents needed are not on the
Coral Trace website (www.coraltracehoa.com) or in the Clubhouse, please
COPY the required form(s) from this booklet for submission.

As Adopted at the HOA Board Meeting: August 16, 2010, Revised June 19, 2012
Updated November 2018; June 27, 2019; August 10, 2020; May 26, 2021.

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Coral Trace HOA Forms

Instructions for Sale or Lease

Application for Occupancy

Vehicle Information and Receipt of Documents

Pet Registration Form

Welcoming Committee Meeting Checklist

Certificate of Approval

Guest Gate Operation Instructions

Coral Trace HOA - Sales Receipt Form (Fob -Transponder - Recreation Key)

Sale or Lease

Electronic Communications Disclosure Authorization Form

City of Delray Beach Information

Alarm Ordinance Information/Online Registration Link

Landlord Permit Information and Application

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Hello Neighbor!

Welcome to the Community of Coral Trace located just off of Atlantic Avenue in beautiful Delray Beach, also known as "The Village by the Sea" and three-time All-America City award winner!

Your Resident Handbook contains certain specific information you need to know about the Rules and Regulations of the Community and highlights from the Coral Trace Homeowner Association Documents.

We have prepared this handbook to answer many of the questions you may have as a resident of our community. It will serve as a valuable resource with the most important information on current policies and procedures that pertain to you and your family, as well as your guests visiting our community.

Please refer to it whenever you have a question about living in our community. Read it and become familiar with the policies and procedures as well as the rules and regulations so that our community will continue to thrive and remain a neighborhood in which we can all take pride.

If there are any questions that have not been answered in this handbook, please refer to the Coral Trace website (www.coraltracehoa.com) which includes the Coral Trace Homeowners' Association Documents and specific Help Center resources.

Warmest Wishes,

Your Coral Trace Homeowner Association



HOMEOWNERS' ASSOCIATION, INC.

IMPORTANT CONTACT INFORMATION

ATT/Bell South	888-757-6500, Repairs - 611
Alarm Monitoring Company	ADT 800-878-7806
Cable TV Comcast Cable/XFINITY	800-266-2278
City of Delray Beach	(561) 243-7000, Emergency -Dial 911 100 NW 1st Avenue, Delray Beach, FL 33444 Website: www.mydelraybeach.com
Alarm Permit	561-243-7200; https://crywolf.mydelraybeach.com
Code Enforcement	561-243-7219
Fire Department	561-243-7400
Landlord Permit Info.	561-243-7243
Water & Sewer Service	561-243-7100
Community Mgmt. Office	561-687-4990 888-828-6464 After hours or emergency Seacrest Services, Inc. 2101 Centre Park W. Drive, Suite #110, West Palm Beach, FL 33409
Coral Trace Help Center	www.coraltracehoa.com
Driver's License	561-681-6333, 501 S. Congress Ave., Delray Beach
Electric Utility	Florida Power & Light 561-697-8000 New Service, Customer Service 561-994-8227 Emergency
Hospital Delray Medical Center	561-498-4440, 5352 Linton Blvd, Delray Beach, FL
Library	561-266-0194 100 West Atlantic Avenue, Delray Beach, Florida 33444

Newspaper	Palm Beach Post Sun Sentinel	800-654-1231 561-737-0110
Motor Vehicle Registration		561-355-2622 Palm Beach County Tax Collector O 501 South Congress, Avenue, Delray Beach, FL 33445
Police Department		561-243-7800 Non-Emergency Police Matters 300 West Atlantic Avenue
Post Office		561-638-9468 14280 Military Trail, Delray Beach, FL
Sherwin Williams		561-278-2365, 979 SE 6 th 561-496-1717, 5869 W Atlantic Ave
Tax Collector's Office		561-355-2264, Palm Beach County Tax Collector 501 S. Congress, Avenue, Delray Beach, FL
The Mail Box Company		954-792-6245 Official HOA mailbox parts/replacement
Trash Removal Recycling-Water-Sewer		561-243-7212
Voter Registration		561-276-1226, Our polling location – Atlantic High School

Getting Started

Policies and Procedures

- Each Member and the Member's tenants, guests and invitees and the Association, are governed by, and must comply with, the Declaration, the Articles and By- Laws, the Rules of the Association and Chapter 720 of the Florida Statutes.
- Powers of the Association - The Association shall have all of the powers indicated or incidental to those contained in its Articles and By-Laws. (Excerpt from 2.3 of the Documents)

Address Changes - Address changes for owners

"Must be in Writing to the HOA'S Management Company" as listed on the Coral Trace HOA web site. No other method is allowed.

Applying for Occupancy at Coral Trace - Contact the Management Company who will furnish all instructions, information and forms necessary when applying for occupancy at Coral Trace.

Rental/Lease

- Owners must procure a Landlord Permit from the City of Delray Beach.
- Each renter must complete the welcoming packet and supply the HOA with a copy of the rental agreement and any subsequent renewals.
- It is the responsibility of the owner who is renting out the unit to give the tenant the **Remote Gate Fob** and **Recreation Key**, as well as a copy of the **Resident Handbook**.
- Leases must be a minimum of 6 months.
- The owner is responsible for all actions of their renters.

Sale of Homes

- When selling your home, you must contact the Management Company to fill out appropriate paperwork.
- It is the owner's responsibility to make sure the Buyer knows that **a welcoming packet must be filled out and that a Welcome Committee interview is needed.**

Applying for Community Fob, Transponder and Recreation Key

*(Sold by the HOA)

Please refer to the Coral Trace website Help Center link for instructions to download and complete the Sales Receipt Form. www.coraltracehoa.com

- **A Remote Control Fob** is required to gain access through the front gate, front entrance door of the clubhouse and access to the restrooms from the pool/spa area.
- **A Transponder Sticker** which is applied to the driver side of the front windshield can also be used in place of a Fob to provide hands-free entrance through the main gate.
- **Guest Entry** Your guest will need to punch an assigned number (which

you will receive in your welcome packet) into the front gate entry system.

Upon entering the code, the intercom system will call your home phone, and if you have caller ID it will show up as Coral Trace HOA. You will then be able to hear your guest announcing themselves and you will press the number "9" on your telephone (you will hear "access granted" if not press "9" again), which will in turn raise the front gate and allow your guest to enter, (the connection remains open for 30 seconds then hangs up automatically) or hang up your phone.

- **A Recreation Key** is required to open the exercise room, the billiards room, card room and to gain access to the tennis courts. You should receive your keys from the previous owner if buying your home or the current owner if renting.

Registering Your Vehicles with the Association

- Owners are required to register all vehicles. Registration forms will be received in your welcome packet.
- Changes in vehicle/registration information should be reported to the Management Company.

Registering for Home Security Alarm System

- A Home Security Monitoring System with **ADT** is supplied to Homeowners through the Homeowners' Association. If you elect to utilize the alarm system, **you must secure an Alarm Permit from the City of Delray Beach.** <https://crywolf.mydelraybeach.com> Upon registration with the City of Delray Beach, you will receive an alarm registration sticker that **MUST** be placed by your entrance door.
- Once you have registered with the City of Delray Beach, contact ADT, the alarm monitoring company and give them your registration number as well as any other pertinent information that they require. Home Security Alarm System registration information is supplied in your welcome packet. All repairs and maintenance and costs are the responsibility of the homeowner.

Registration for Coral Trace Website To stay up-to-date on all happenings in our community, send an email to newsletter@coraltracehoa.com to be added to newsletter mailing list.

Trash Pickup per City Ordinance Contact the City of Delray Beach to schedule trash pickup and obtain trash containers if needed. Garbage/Trash pickup is usually scheduled when scheduling water and sewer services and paid through water bill.

- **Regular trash pickup is on Tuesday and Friday.** Trash shall be placed in a City provided rollout cart, and which must be placed curbside no earlier than 5:00 pm Monday and Thursdays, but never later than 6:00 am on Tuesdays and Fridays.
****IMPORTANT** - Containers must be removed from curbside and **stored completely out of sight** no later than 7:00 pm on Tuesday and Fridays.
- **Bulk and Vegetative Waste Collection pickup day is Tuesday.** Bulk and Vegetative Waste items must be placed at curbside no earlier than 5 pm on Monday evening but never later than 6 am Tuesday. If

your bulk or vegetative items have not been picked up, they must be removed by 7 pm Tuesday and placed inside your garage (only). It is then advised to call the City to find out why these items were not picked up and to make appropriate arrangements.

- **Bulk (large item) Waste** includes large items other than yard waste, which cannot be containerized, bagged or bundled. Examples of bulk waste items are refrigerators, carpet rolls, couches, large TV's and lumber. Bulk waste items should be placed next to your regular garbage container.
- **Vegetative Waste** must be no longer than 6 feet in length and must weigh no more than 50 pounds per item. Avoid mixing vegetative waste with other waste items. Small piles of branches or limbs, including palm fronds will be collected on your scheduled vegetative collection day from curbside/roadside only. Place these small piles next to your garbage receptacle.
- **Extremely large, heavy items** such as, but not limited to, boulders, tree trunks, junk cars, boats, trailers, etc. **will not** be collected. Minor amounts of debris (paneling, lumber) from a do-it-yourself home project can be placed out on bulk collection days.
- **Recycling pickup is Friday** - Contact the City of Delray Beach to schedule recycling pickup. The City of Delray Beach provides recycling containers. City provided recycling bins must be placed at curbside no earlier than 5:00 pm on Thursday evening but never later than 6:00 am on the day of collection. Bins must be removed from curbside no later than 7:00 p.m. Friday.

Items set out at incorrect times are subject to special collection charge of \$11.50 per cubic yard, which will be added to your utility bill.

Speed limit - **CORAL TRACE COMMUNITY SPEED LIMIT IS 25 mph**

Water and Sewer Services - Contact the City of Delray Beach for instructions when applying for water and sewer services.

GETTING INVOLVED

5.2 **Election of Directors**-The Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a Special meeting of the members to elect any directors the members are the entitled to elect.

5.2.4 Election of Directors shall be by ballot

(unless dispensed with by unanimous consent).

5.4 **Term of Office**-All directors elected by the members shall hold office until the next annual meeting of the members and until the successors are duly elected, or until such directors' death, resignation or remove, as hereinafter provided or as otherwise provide by statute or by the Articles.

5.19 **Powers and Duties**-The Directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under the By-Laws, the Articles, the Declaration, or as otherwise provided by statute of law.

6 **Officers**-of the Association shall include a president, vice president, treasurer, and a secretary, all of whom shall be elected by the directors. Each officer shall hold office until the meeting of the Board following the next annual meeting of the members, or until his successor shall have been duly elected.

The HOA invites all Homeowners to attend Board meetings and encourages them to voice their concerns, suggestions and questions at these meetings.

Monthly Board Meetings are normally the 3rd Monday at 7:00 p.m.

Watch for meeting notice at the community entrance gate.

Resident Committees:

If you are interested in becoming a member of any of the Coral Trace Committees, would like information on any current activities, please refer to the monthly newsletter or the Coral Trace website for contact information. In addition, if you have any ideas for future committees or activities, please bring it to the attention of the HOA at the Board meetings.

Budget Committee (ad-hoc-annually for creation of the next year's budget)

Landscape Committee (oversees community landscape, trimming replacements)

Pool/Recreation Committee (oversees pool and recreation facilities)

Resident Handbook Committee(ad-hoc only when revising rules book)

Social Committee (plans community social events)

Violations Committee (oversees compliance with HOA documents and rules)

Welcoming Committee (welcomes new owners and renters in our community)

COMMUNITY AMENITIES

CABLE TV - Basic cable TV is offered through the HOA. For additional channels or services, please contact the current cable provider Comcast/Xfinity at own expense (see the www.coraltracehoa.com website or RH page 5).

CLUBS-CLASSES-MEETING GROUPS – Refer to this link on the website.

COMMUNITY INFORMATION RESOURCES: Coral Trace Website

www.coraltracehoa.com . The newsletter is available on the website or in the Clubhouse. To be added to email list, send request to newsletter@coraltracehoa.com.

COMMUNITY MAIL BOXES – two types of mailboxes:

Single location mailbox for the Two-plex homes-

Owners are responsible for maintenance of their mailboxes. Replacements and parts must be obtained from The Mail Box Company, (954) 792-6245.

Multi-unit mailboxes for the Quad-plex homes. The Post Office is responsible for all repairs, replacement and maintenance on the multi-unit mailboxes and residents should speak with the mail carrier regarding any issues.

GRASS CUTTING/LANDSCAPING/TREE TRIMMING - is performed by a landscaping company hired by the Association. Check Community Information resources for schedule.

HOMEOWNERS' ASSOCIATION - Establishes policies, procedures, rules and regulations as well as maintains the community.

HOME SECURITY ALARM SYSTEM MONITORING (BASIC) - is supplied through the association, by ADT,- an Alarm Monitoring Company. Contact the alarm company if you wish additional monitoring services (see the www.coraltracehoa.com website or RH page 6).

PARKING (Resident and Guest)

Residents are required to park their vehicles in their driveway and not in the street or in Guest Parking spots.

Guest **parking areas are for guests only. Overnight guest parking must be registered with the Management Office and a guest parking pass must be displayed on the vehicle.** Forms are available through the website or Clubhouse.

Commercial Vehicles **are allowed to be parked in the street for up to 4 hours.**

Overnight parking of Commercial Vehicles anywhere in Coral Trace is "NOT ALLOWED".

NO parking allowed in the cul-de-sac on Coral Place Trace, in the streets or in the Clubhouse lot other than in designated spaces.

PET OWNERSHIP

DOGS and CATS: Pit Bull Terriers are not permitted in Coral Trace

Only a total of:

One (1) cat **or** one (1) dog, not to exceed a weight of 60 lbs., or

One (1) cat **and** one (1) dog, not to exceed a combined weight of 60 lbs.

or

Two (2) cats, not to exceed a combined weight of 60 lbs., or

Two (2) dogs, not to exceed a combined weight of 60 lbs.,

Exceeding this Pet Limit will "Not Be Permitted in any Unit"

Any pet must be carried or kept on a leash when outside of a Unit that is not fenced or screened. No pet shall be an unreasonable nuisance or annoyance to other residents. Resident(s) shall immediately pick up and remove any solid animal waste deposited by your pet in Coral Trace Subdivision and dispose of waste in their own trash receptacle. Resident(s) may be subject to monetary fines for not leashing or picking up waste after their pet. The HOA may require any pet to be immediately and permanently removed due to a pet violation.

SOCIAL ROOM (Rental) – Refer to Community Information Resources for contact person and Social Room rental application. The fee is \$150 per day (\$75 each subsequent day) and a refundable deposit of \$300.

Rental use is **restricted to use of the Social Room and Restrooms only.**

Only **Homeowners/Residents** of Coral Trace are permitted to rent the Social Room and shall become the **Responsible Party. The Responsible Party must ensure the following:**

- All persons in attendance must adhere to all **Coral Trace Clubhouse Rules**
- Limited Occupancy-75 persons
- For the peace and comfort of other Coral Trace residents, please be courteous and please keep music and other noises to normal level-This includes that all outside activities be restricted to the Social Room after 9 pm.
- Set up and cleanup is the responsibility of the person renting the Social Room. This includes keeping the restrooms in a clean and sanitary manner and picking up any trash left by guests within the Clubhouse and outside the Clubhouse area. All trash must be removed from the Clubhouse property and placed at renter's home for trash pickup.
- Decorations are permitted, however, non-paint removing type adhesives must be used (suggestions- blue or green painter's tape)
- All materials brought in for the event must be removed immediately upon completion of the event
- All furniture/equipment must be placed back in their normal position
- Guest vehicles must not block the streets, park in the street or on the grass and all City of Delray Beach traffic laws and ordinances must be adhered to, including all noise ordinances

Homeowners' Association



RULES and REGULATIONS

Do's and Don'ts



**CORAL TRACE
COMMUNITY SPEED LIMIT
IS 25 mph**

Coral Trace HOA

Disclaimer:

These rules and regulations have been adopted by the HOA's Board of Directors in accordance with the authority provided to it under Section 7.22 of the Declaration of Covenants and Restrictions of Coral Trace.

RECREATIONAL FACILITIES

Per the 2010 720 Florida State Statutes owners who are delinquent in their HOA Dues can and will have their use of the recreation facilities rescinded until they again become current.

CLUBHOUSE - Consists of Billiards Room, Card Room, Exercise Room & Social Room

CLUBHOUSE RULES – Apply to all rooms within the Clubhouse. Violation of these rules may result in Owner/Tenant recreational privileges being suspended and/or terminated. Owners are responsible for any damage or defacing of property which they, their tenants or guests may cause. Owners are also responsible for informing their tenants and guests of all rules. Owners, Tenants and guests are expected to observe the following rules:

- No one under eighteen (18) allowed unless supervised by an adult
- Coral Trace HOA is not responsible for accidents or injuries
- Coral Trace HOA is not responsible for lost or stolen articles
- No smoking in clubhouse
- No pets are allowed
- No bikes, skateboards, rollerblades or wheeled toys are allowed in the clubhouse
- No jumping on, or moving of furniture or equipment
- No food or drink allowed except in the Social Room during an event, or bottled water in exercise room
- No guns, knives or weapons of any kind, and no illegal activity of any kind are allowed in or on the Clubhouse property
- Respect others by keeping noise to a minimum
- Wet swimwear is not to be worn in the clubhouse (except restrooms)
- Do not remove HOA property from the clubhouse
- Place all trash in appropriate receptacle and clean up after yourself
- Restrooms must be used in a clean and sanitary manner
- Turn off the lights and/or TV when you leave the clubhouse
- No soliciting permitted on Association property including the clubhouse
- In order for the HOA to adequately enforce its rules, residents must notify the Management Company in writing of any observed violations
- If you notice any acts of vandalism, please call the Police immediately

- This is our clubhouse; please help keep the area safe and clean so that we all may continue to enjoy the facilities.
 - **For FIRE, MEDICAL or POLICE EMERGENCY, call " 911"**

Exercise Room-Safety Rules

The fitness room is provided for the enjoyment of all residents. Help us keep the fitness room clean and safe by remembering the following policies.

Please check with physician prior to use of the exercise room.

- Use of the fitness room is at your own risk
- No food or drink (except bottled water) allowed in the exercise room
- Attendants are not provided
- Use the buddy system, especially when using the weight lifting equipment
- Do not make repairs on fitness equipment, please report needed repairs to the Management Company.
- Do not use, adjust or operate fitness equipment beyond your physical limitations
- Children under the age of 18 are not permitted in the fitness room unless accompanied by an adult
- Be courteous of others waiting to use equipment if using equipment for an extended period of time
- **In case of Any Emergency – call**

"911" OUTDOOR RECREATIONAL FACILITIES

Lakes

- **No Swimming** is permitted in any of the lakes
- **No feeding of the ducks or any wildlife** is permitted
- **No release of any wildlife on association property is permitted and is illegal per state statutes.**
- **No motorized watercraft** is allowed on any of the lakes
- **Fishing on the Lake is permitted** on the clubhouse side of the lake to all residents and at common areas at other lakes. Owners are permitted to fish on their own lake property. The fishing program is **catch and release** and no net fishing is allowed.
- **In case of an Emergency – call "911"**

Playground

- Children using the playground equipment should be accompanied and supervised by an adult and Tot Lot Rules must be observed at all times.
- **In case of an Emergency – call "911"**

Pool and Spa area - Help us keep the swimming pool and spa clean and safe following the following rules:

- Use pool and spa at own risk - **No lifeguard on duty**
- Pool use is for Coral Trace Residents & Guests only

- Hours are from dawn to dusk (sunrise to sunset)
- Persons under 12 years of age, must be accompanied by an adult.

- Close pool area gates when entering and exiting the pool area
- Shower before entering pool or spa, or after applying suntan lotion
- Bathing Loads-

Swimming pool - no more than 42 persons at any time.

Spa - no more than 6 persons at any one time

- Bathing suits, swim trunks and/or SPF clothing required – no cutoffs or street clothing.
- Diapers must be pool protective.
- Return chairs, tables and umbrellas to their original position
- Dispose of all trash, cigarettes and other refuse in proper receptacles

The following are prohibited

- **No Diving**
- The fenced in pool area is NON-SMOKING.
No cigars/cigarettes/e-cigs/vaping, etc.
- Food or drink within four **(4)** feet of pool and spa
- Glass of any kind, including glass bottles Animals a
- Skates, skateboards, rollerblades, bicycles, wheeled toys, etc.
- Playing or tampering with the pool safety, cleaning or operational equipment
- Excessively loud music
- Loud or rowdy behavior allowed in pool or spa area
- Offensive language is permitted
- Running, ball playing, or rough play of any kind permitted
- **In case of any Emergency – call "911"**

Spa Safety measures

- Maximum Use: Fifteen **(15)** minutes
- Maximum Temperature: **104** degrees
- No toys, floats, etc. allowed in Spa
- It is suggested that pregnant women, children, people with health problems or people using alcohol, narcotics or other drugs that cause drowsiness should first consult their healthcare provider before using the spa
- No Diving or Jumping
- **In case of an Emergency - call "911"**

Tennis Courts

**Please turn light timer all the way ON and leave ON.
Please lock tennis courts gate after use.**

- Hours: 6:00 AM to 10:00 PM
- Tennis Courts are for Coral Trace Residents & Guests only
- Guests must be accompanied by a resident at all times
- Proper attire:
 - Tennis shoes and shirts are mandatory; shirts, shoes or pants may not be removed
 - No black soled shoes allowed
- No climbing on fence or nets
- Any activity creating excessive noise or behavior that disrupts others is absolutely prohibited
- Children under 18 must be accompanied by an adult
- Glassware is not permitted inside the courts
- Bikes, skateboards, roller skates, rollerblades, or any wheeled toys are not allowed inside the courts
- Only the playing of tennis is permitted on the court.
- When players are waiting, play is limited to One Hour only for lessons or singles and 1½ Hours for doubles, on a first come first serve basis. There are no advanced reservations. The "holding" or "saving" of courts is expressly prohibited.
- No animals are permitted inside the courts
- All players are asked to observe proper tennis etiquette to ensure that everyone can enjoy the use of the tennis courts.
- Dispose of all trash, cigarettes and other refuse in proper receptacles.
- **In case of any Emergency – call "911"**

Tot Lot Rules

- Play area is reserved for residents and their guests.
- Use of this equipment is at your own risk.
- Adult supervision is required for use.
- No food or glass containers allowed in the play area.
- No climbing on the fence.
- Please clean up after use.
- Management is not responsible for injuries/accidents caused while playing in the Tot Lot.

SUMMARY OF CORAL TRACE
HOA = (A) AND HO =
(Homeowner) RESPONSIBILITIES

TASK	RESPONSIBILITY		TASK	RESPONSIBILITY	
	HOA	HO		HOA	HO
HOME			LANDSCAPE SERVICES		
Scheduled Home Painting		H	Lawn Mowing & Edging	A	
Fence			Maintain HO Installed Plants	A	
Repair/Replacement/Maintenance					
Privacy		H	Replace HO installed Plants		H
Repair/Replacement		H	Weed Spraying	A	
Scheduled Painting		H	Fertilization Shrubs/Sod	A	
Chain Link	A				
Perimeter Wall	A		Tree Trimming		
			Large Palms (2 times a year)	A	
Roof			Hardwoods (annually)	A	
Scheduled Cleaning		H	Trees Less than 10 ft. Monthly	A	
Repair/Replacement		H			
			Plant/Tree Replacement		
Home Mold/Mildew Removal			Common Area	A	
Inside/Outside Home & Lanai		H	HO Installed (ARC Required)		H
Lights			Mulch (once per year)	A	
Coach Lights Repair/Replacement		H			
			Turf & Plant Pest Treatment	A	
Mail Boxes					
Repair/Replacement		H	Fire Ants	A	
Driveway/Walkways			Irrigation System/Sprinklers	A	
Repair/Replacement	A	H			
Pressure Cleaning		H	Water Lines		
Common Area Sidewalks	A		Street to Water Meter (City)	City	
			Water Meter to Home		H
Exterminating					
Exterior to Home (rodents)	A		Architectural/Landscape Changes		
Common Area (rodents)	A		Requires ARC Submission		H
Internal/External (other than fire ants)		H			
			Sales/Leases		
All Other Home Repairs		H	Requires Application		H
A = ASSOCIATION					
H = HOME OWNER					

CONDENSED HOA DOCUMENTS

Do's and Don'ts

Each Member and the Member's tenants, guests and invitees, and the Association, are governed by, and must comply with:

- **the Declaration, the Articles and By-Laws of the Association,**
- **the rules of the Association and**
- **Chapter 720 of the Florida Statutes.**

Powers of the Association - The Association shall have all of the powers indicated or incidental to those contained in its Articles and By-Laws. (Excerpt from 2.3 of the Documents)

The following are excerpts from the Coral Trace HOA Documents and were reprinted here for your convenience. If there are discrepancies the HOA documents are controlling.

4.10 Roof and Painting - All of the Unit Owners under a common roof shall be responsible for the maintenance, repair, and/or replacement of their respective roof. Unit Owners are also responsible for the exterior painting of the building. If the Unit Owner fails to complete their obligations hereunder, the Association, at the Owners sole cost and expense, shall have the right to repair, maintain and/or replace all portions of the roof or paint the exterior of said building. (Excerpt from Declarations)

4.12 Irrigation Easement - An easement or easements for irrigation over the Lots and Common Areas in favor of the Association for the purpose of installation and maintenance of an irrigation system. Owners shall promptly report to the Association any leak in the irrigation system, or if an owner plans to do any work in the vicinity of the system. The Association is responsible to maintain the irrigation system and the normal routine maintenance of the system is an operating expense. In the event that any Owner damages the irrigation system, such Owner shall be responsible for all costs and expenses associated with such repair.

5.1.2 Lots - Each owner is responsible for the repair, maintenance and/or replacement, at his sole cost and expense, of all portions of any dwelling and/or improvements constructed on his Lot. If the owner fails to complete his obligations hereunder, the Association, at the owner's sole cost and expense, shall have the right to repair, maintain and/or replace all portions of any dwelling and/or improvements constructed on the Owner's lot. (Excerpt from Declarations)

5.1.5 Right of Entry by Association - Whenever it is necessary to enter a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance to improvements or grass areas located upon the Lot, the Owner thereof shall permit an authorized agent of the Association to go upon the Lot, provided that such entry

shall be made only at reasonable times.(Excerpt from Declarations)

- 5.2 By the Owner**-Each Owner, at his expense, shall maintain in good order and repair and keep in an attractive condition all portions of his Lot and Unit, including without limitation the roof, gutters, down spouts, exterior building surfaces, all portions of privacy fences with the Lots, if any, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways, sidewalks and any other equipment, structures, improvements, additions, or attachments located on the Lot. Owners shall promptly report to the Management Company any leak or malfunction in the irrigation system, or if an owner plans to do any work in the vicinity of the system. Failure to properly maintain a Lot or Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.1.2 hereof, and to levy Assessments to recover the cost thereof.
(Excerpt from Declarations)
- 6.1 **Owner to Obtain Approval**- for changes to the Lot and/or exterior of Unit (unless otherwise noted in the Architecture and Landscape Guidelines).
- 7.2 **Landscapes**- No landscaping as installed by the Association may be removed from any Lot without written approval of the Association. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot.
- 7.3 **No Trade, business, professional or commercial activity**, or any nonresidential use shall be conducted upon any portion of the Homeowner's Subject Property.
- 7.4 **Leases** - All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and By-Laws, and a copy of the lease delivered to the approving party prior to occupancy by tenant. No lease shall be for a term of less than six (6) months.
- 7.5 **Outside storage of Personal Property** - The personal property of any resident of the Subject Property shall be kept inside the resident's unit or garage, except for tasteful patio furniture and accessories, and other personal property commonly kept outside.
- 7.7 **Garbage and Trash**. Since the appearance of the exterior of your home as well as your yard and driveway affect the appearance of our community, the storage of trash, boxes, tires, auto parts, broken furniture, etc. may not be stored in your yard. Each owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot. Garbage, trash, refuse or rubbish shall be placed in the appropriate area for curbside pick up. All garbage, trash, refuse or rubbish must be placed in appropriate trash bags. Any containers or garbage facilities of the Unit Occupant shall be stored inside a Unit or garage and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. Boxes should be broken down and placed with the paper recycle bin.
- 7.8 Recreational Vehicles, Commercial Vehicles, Parking and Vehicular Restrictions**

7.8.1 **No bus, boat, trailer of any kind, camper, mobile home or motor home**, house trailers or trailers of every other description, horse trailers, or recreational vehicles shall be permitted to be parked or stored upon any portion of the Subject Property, except within a closed garage.

7.8.2 **No vehicle shall** be used under any circumstances as a domicile or residence, either permanently or temporarily.

7.8.3 **No commercial vehicles** shall be permitted to be parked or stored on any portion of the Subject property for a period of more than four (4) hours. A commercial vehicle is any vehicle which is not designated and used for customary, personal/family purposes.

7.8.4 **No person, firm or corporation shall park** or cause to be parked any vehicle other than in driveways or specifically designated parking areas. So that no damage occurs to the irrigation system on Subject property, **no parking on the grass is allowed**. If the owner fails to complete his obligations hereunder, the Association, at the owner's sole cost and expense, shall have the right to repair the irrigation system.

7.8.5 **No person, firm or corporation shall maintain or repair** any vehicle upon any portion of Subject Property, except within a closed garage. Vehicles which are missing tires, have one or more deflated tires, are not in operating condition, or do not have current valid licenses plates, shall not remain upon any portion of Subject property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days.

7.8.6 **Guest parking spaces** are to be used by guests only and must have a current valid guest registration pass in full view at all time.

7.8.9 No parking allowed on the sides of the streets at any time in accordance with Coral Trace regulations to ensure Emergency vehicles access throughout Coral Trace Subdivision.

7.9 **Pets- No animals, livestock or poultry of any kind shall be permitted within the Subject property, except for common household domestic pets** with regard to dogs and cats, only a total of two (2) cats or two (2) dogs not to exceed 60 lbs. or more, shall be permitted except with written consent of the board. No pit bull terriers are permitted without the consent of the Association. Any pet must be carried or kept on a leash outside of Unit. Any resident shall immediately pick and remove any solid animal waste deposited by his owner.

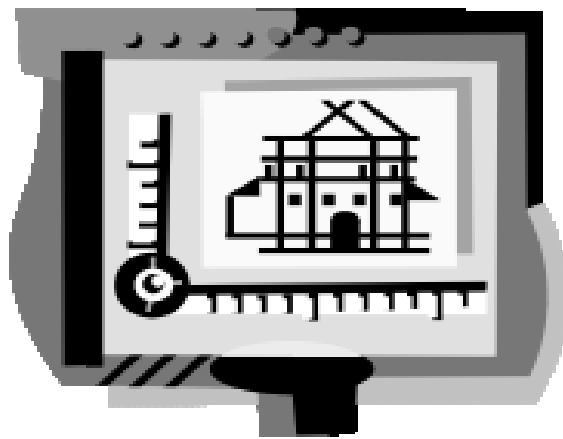
7.11 **Clothesline and Outside Clothes Drying** No clothesline or outside clothes drying shall be permitted.

7.12 **Nuisances** shall not be permitted within Coral Trace. Any use or practice, which is an unreasonable source of annoyance to resident(s) or which interfere with the peaceful possession or proper use of the property by its resident will not be allowed. Continued practice could lead to a fine.

- 7.13 **Outside Antennas and Stand-alone flag poles** No outside signal receiving antennas are allowed; however, satellite dishes are allowed. Stand-alone flagpoles are not allowed. House mounted flag poles are allowed.
- 7.16 **Signs** No signs shall be placed upon any Lot, and no signs which are visible from the exterior of the Unit shall be placed in or upon any Unit **without the prior written consent of the approving party.**
- 7.17 **Window treatments** shall consist of drapery, blinds, decorative panels or other tasteful window coverings. No newspapers, aluminum foil, sheets or other temporary window coverings are permitted, except for a period of no longer than one (1) week after an Owner or Tenant first moves into a Unit, or when permanent window treatments are being cleaned or repaired.
- 7.20 **Lawn Watering** All owners shall provide reasonable and sufficient water service to the lawn and landscaped areas in order to maintain the appearance of the community. Owners are ultimately responsible for watering their lawns and landscape, when the Coral Trace sprinkler system is not operating.
- 7.22 **Rules and Regulations** the Association may adopt additional reasonable rules and regulations relating to the use and maintenance of Coral Trace Subdivision. Rules and regulations relating to recreational facilities within Coral Trace Subdivision may be posted at such facilities. The Association, at cost upon request to any resident shall furnish copies of the rules, regulations, and amendments.
8. **Assessment of Common Expenses** The apportionment of Common Expenses shall be equal for all units, at all times, to wit, each Unit Owner shall be responsible for 1/282 of the Common Expense.
- 8.1 **Each Owner of a Lot shall be responsible for the payment** to the Association of Assessments for Common Expenses for each Lot owned by the Owner.
9. **Default** See 9.1 thru 9.2.4 in the Declaration of Covenants and Restrictions of Coral Trace.
- 9.3 **Fines/Suspension of Member's Rights** The Association may suspend for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, invitees or both, to the Common Areas and facilities and may levee reasonable fines, not to exceed \$50.00 per violation per day, up to \$1,000. Such suspension or fine may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Association who are not officers, directors, or employees of the Association, or a spouse, parent, brother or sister of an officer, director or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- 9.4 **Negligence** Each Owner shall be responsible for any negligent

acts or damages caused by the Owner, or any resident, guest or tenant of their Unit or other Owner Units, in addition to the Common Areas. An Owner may be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement caused by said negligence. It is the duty of the Owner to advise all residents, guests and tenants of this rule.

Architectural & Landscape Alterations (ARC)





Architectural and Landscape Guidelines

All guidelines and decisions are subject to City of Delray Beach Laws. All exterior Architectural and Landscape changes require a formal request and written approval from the **Homeowners Association (herein known as the HOA)**.

Submit completed forms to the Management Company for delivery to the **HOA**. The **HOA** will not be able to review your request until your package is complete. The **HOA** or Management Company must receive your forms by the 20th of the month to be considered at the next month's Board meeting. If submitted after the 20th, approval may be denied, without prejudice, and Owner may have to re-submit package by the 20th of the next month for reconsideration.

All the following items need HOA approval, unless otherwise stated: If the alteration that you are planning on is not listed, you must contact the HOA to determine if HOA approval is needed.

ATTIC VENTILATORS

Flush Mounted, no wind turbines. Must not be seen from the street.

AWNINGS

Front of House- Not permitted

Rear of House -HOA approval is needed. Must be retractable,-tasteful design, color must accent exterior colors

BASKETBALL HOOPS/PLAYGROUND EQUIPMENT

Do not require approval, based on the following conditions:

Only portable basketball hoops will be permitted providing maintained in respectable condition at all times and placed no more than 12' from the garage door.

Basketball hoops may not be placed in the street or on the sidewalks at any time and hours of use are limited from dawn to dusk.

Other play equipment shall not create a nuisance, nor exceed 7 feet in height and must be kept at least 5 feet from all property lines.

DRIVEWAYS

May be concrete, textured concrete, or brick pavers in earth tones, grays, or tri-color.

Driveways may only be sealed with a clear finish or earth tone stain.

Paver driveways must be sealed with a clear finish.

All coatings must be in good repair, or refinishing will be requested.

ELECTRONIC INSECT TRAPS

Subject to HOA approval.

EXTERIOR LIGHTING

Low voltage lighting systems may be used to accent and enhance the appearance of the home, walkway, and landscape. Fixtures are to be tasteful and uniform in design and may not exceed 18" in height. All exterior lighting may not create a nuisance to neighbors.

FENCES AND HEDGES:

All fencing facing the street must be accompanied by **fence planting**: Three-gallon size –24 inches high and must be a vine or a shrub. All units that do not have rear access must install two 48" gates, one on each side of the yard (to allow Homeowners Association and landscaping crew access to adjacent back yards). First unit to install fencing sets the type of fencing for all remaining units. **Wood:**

Five-foot (5') high shadow box fence painted Sherwin Williams 2060-Casa Blanca. Fencing adjacent to the street must be planted with a continuous hedge or other acceptable material 30" on center on the outside abutting the fence.

Aluminum:

Four-foot (4') high white picket/railing type must be used on all water lots in all locations past the rear plane of the house. May be combined with a continuous #3 cherry hedge at 30" on center or other acceptable materials on center up to the easement line not to exceed eighteen inches (18") in height.

PVC: Will be considered on a case by case basis

Setbacks:

Front-Cannot extend forward of rear plane of the Villa.

Corner-Cannot extend off the side of Villa unless enclosing a pool.

Back- (Dry lots only) to the property line or easement line.

Water lots-to the water maintenance easement line only.

FRONT ELEVATION CHANGES:

Front elevation changes are a very sensitive area of Architectural concern.

NO glass block, decorative glass panels, or obscure glass windows are allowed on the front elevation of the house.

GUTTERS:

White gutters along fascia.

Downspouts white or painted to match the stucco.

No downspouts on the front of the house.

Downspouts cannot drain water onto neighboring property.

HOUSE MOUNTED FLAG POLES:

House mounted flagpoles and brackets do not require approval based on the following: Poles should be approximately no more than 4' long. Either brass or aluminum; they should be attached to the house between 5' and 6' from the ground. Any resident may display in a respectful manner, one portable removable United States flag.

Seasonal flags are not allowed, except for Holidays.

HOUSE COLORS/PAINTING:

NOTE:

*This Section
Fully Replaced
and Superseded
by New
HOUSE COLORS /
PAINTING
Rules
Revised on
2/28/2022.*

*See Pages 29,
29A, 29B, 29C
for Updated Rules.*

May not be changed from the original Builder Color.
Painting homes requires an ARC application. Owners must paint their home the original home color from the following chart. Color matching of the paint on the home is not permitted as the homes have faded. The original paint type was Sherwin Williams Paint and using any other type may not match the original paint color and would require repainting. The HOA has determined that satin paint lasts longer and is easier to maintain. So, satin is the only paint type allowed.

Each Home/Building must be repainted the "Original Building Color" each ten (10) years. **All owners have until May 31, 2012 to have their homes repainted and will continue each 10 years thereafter (ex. 5/31/2022, 5/31/2032; then 5/31/2042, etc.).** This rule does not restrict the HOA from requiring a Home/Building to be repainted if it determines said Home/Building requires repainting.

HOUSE COLORS / PAINTING (REVISED 2/28/2022)

The following text outlines the updated House Colors / Painting Rules as revised on 2/28/2022 and is intended by the Association's Board of Directors to be in full force and effect as of that date and fully replaces and supersedes any prior House Colors/Painting Rules.

Coral Trace homeowners are responsible for the upkeep, cleaning, and painting of their own home exterior. Through this effort we all help maintain the clean look of our neighborhood.

The Coral Trace community was founded upon standardized colors for a consistent appearance. This is accomplished by using a uniform paint brand, paint sheen, and specific color formulas. Each owner is required to use the specific information provided in the following pages for their individual address. Painting includes all exterior walls, entry ways, doors, and wooden fences.

Painting Frequency: Exposure to the elements necessitates our homes be repainted on occasion. Each homeowner will repaint their home, at their own expense, in a community-wide project every 10 years. The years for painting are 2012, 2022, 2032, etc. The Board will advise of the specific months for painting at that time.

Paint Color: For the ease and convenience of the homeowners, each address within our community is listed on the attached pages with the required paint brand, type, color formulation, sheen, etc. for their individual home. If an owner wishes to use a professional painting contractor, the owner is solely responsible for, and ensures the contractor uses only the approved paint brand, type, color formula, sheen, etc. "Color matching" and/or using other paint brands, types, color formulas, sheens, etc. is not permitted.

General Paint Information:

Brand: Sherwin-Williams	Type: Super Paint Exterior Latex
Sheen: Satin for both the Stucco Main and Stucco Trim colors	
Fascia Trim: White Glossy Latex	Garage and Front Door: White
Rain Gutters: White	Down Spouts: White or Stucco Main Color
Wood Fences: White	

Cost of painting: Each homeowner is responsible for the cost of painting their individual home.

Sherwin-Williams Discount: Sherwin-Williams is the only approved paint brand.

Paint Violations: Any homeowner who paints their home in a non-conforming paint brand, type, color formula, sheen, etc., or if a home is deemed to require painting in between the outlined painting years, as determined in the sole discretion of the Association's Board of Directors, shall, upon demand of the Association, cause the home to be re-painted with the conforming paint brand, type, color formula, sheen, etc. The Association is empowered to enforce the painting provisions of the Resident Handbook, by any legal or equitable remedy. Specifically, in the event that it becomes necessary to resort to litigation due to a homeowner's non-compliance, the Association shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of

proceedings, including appeals.

HOUSE COLOR / PAINTING (REVISED 2/28/2022 Continued)

SAND HOMES

The following home addresses are painted with the Coral Trace Sand colors.

<u>Coral Trace Place</u>	<u>Coral Trace Court</u>	<u>Coral Trace Lane</u>
2519, 2513	268, 276, 284, 292	226, 234, 242, 250
2458, 2464	293, 285, 277, 269	338, 346, 354, 362
2482, 2488		275, 267, 259, 251
<u>North Coral Trace Cir</u>		<u>South Coral Trace Cir</u>
2557, 2551		2402, 2408, 2414, 2420
2533, 2527		2474, 2480, 2486, 2492
2509, 2503		2528, 2534
2467, 2461, 2455, 2449		2558, 2564
2419, 2413, 2407, 2401		
2472, 2478, 2484, 2490		
2562, 2568		
<u>East Coral Trace Cir</u>		<u>West Coral Trace Cir</u>
327, 319, 311, 303		216, 224 392, 400
295, 287, 279, 271		248, 256 361, 353
222, 230, 238, 246		296, 304 329, 321
286, 294, 302, 310		328, 336 265, 257
334, 342, 350, 358		360, 368 233, 225

SHERWIN-WILLIAMS PAINT INFORMATION

Coral Trace Discount Account Number: 3354-9787-1

(The homeowner pays for their own paint either directly to the store or through their contractor)

SAND STUCCO MAIN				SAND STUCCO TRIM					
EXTERIOR		ARCHITECTURAL		EXTERIOR					
ARCHITECTURAL		SUPER PAINT				LATEX SUPER			
PAINT				STANDALONE		SATIN			
STANDALONE									
CUSTOM SHER-COLOR MATCH				CUSTOM SHER-COLOR MATCH					
CCE*COLORANT	OZ	32	64	128	CCE*COLORANT	OZ	32	64	128
B1-Black	-	9	-	1	R2-Maroon	-	-	-	1
R2-Maroon	-	5	1	1	Y3-Deep Gold	-	4	1	1
Y3-Deep Gold	-	38	1	1					
ONE GALLON		EXTRA WHITE			ONE GALLON		EXTRA WHITE		
A89W02151		651149510			A89W02151		651149510		

Facia Trim: White Glossy Paint
 Rain Gutters: White
 Wood Fence: White

Garage and Front Door: White
 Down Spouts: White or House Stucco Color

HOUSE COLOR / PAINTING (REVISED 2/28/2022 Continued)

PINK HOMES

The following home addresses are painted with the Coral Trace Pink colors.

<u>Coral Trace Place</u>	<u>Coral Trace Court</u>	<u>Coral Trace Lane</u>
2489, 2483	236, 244, 252, 260	258, 266, 274, 282
2446, 2452	261, 253, 245, 237	339, 331, 323, 315
2512, 2518	300, 308, 318, 324	
<u>North Coral Trace Cir</u>		<u>South Coral Trace Cir</u>
2581, 2575		2450, 2456, 2462, 2468
2545, 2539		2516, 2522
2443, 2437, 2431, 2425		2551, 2545
2514, 2520		2521, 2515
2538, 2544		2491, 2485, 2479, 2473
		2443, 2437, 2431, 2425
<u>East Coral Trace Cir</u>		<u>West Coral Trace Cir</u>
391, 383, 375, 367		200, 208 377, 369
231, 223, 215, 207		264, 272 313, 305
366, 374, 382, 390		312, 320 281, 273

SHERWIN-WILLIAMS PAINT INFORMATION

Coral Trace Discount Account Number: 3354-9787-1

(The homeowner pays for their own paint either directly to the store or through their contractor)

PINK STUCCO MAIN

EXTERIOR ARCHITECTURAL
ARCHITECTURAL SUPER PAINT
 PAINT LATEX SATIN
 STANDALONE

CUSTOM SHER-COLOR MATCH

CCE*COLORANT	OZ	32	64	128
R2-Maroon	-	4	-	1
R4-New Red	-	6	-	-
Y3-Deep Gold	-	10	-	-

ONE GALLON EXTRA WHITE
 A89W02151 651149510

Facia Trim: White Glossy Paint
 Rain Gutters: White
 Wood Fence: White

PINK STUCCO TRIM

EXTERIOR
 LATEX SUPER
 STANDALONE SATIN

CUSTOM SHER-COLOR MATCH

CCE*COLORANT	OZ	32	64	128
B1-Black	-	-	1	1
R2-Maroon	-	1	-	-
Y3-Deep Gold	-	1	1	1

ONE GALLON EXTRA WHITE
 A89W02151 651149510

Garage and Front Door: White
 Down Spouts: White or House Stucco Color

HOUSE COLOR / PAINTING (REVISED 2/28/2022 Continued)

SALMON HOMES

The following home addresses are painted with the Coral Trace Salmon colors.

<u>Coral Trace Place</u>	<u>Coral Trace Court</u>	<u>Coral Trace Lane</u>
2531, 2525	204, 212, 220, 228	306, 314, 322, 330
2507, 2501	325, 317, 309, 301	370, 378, 386, 394
2477, 2471		403, 395, 387, 379
2470, 2476		371, 363, 355, 347
2500, 2506		307, 299, 291, 283
2524, 2530		243, 235, 227, 219
<u>North Coral Trace Cir</u>		<u>South Coral Trace Cir</u>
2569, 2563		2426, 2432, 2438, 2444
2521, 2515		2504, 2510
2491, 2485, 2479, 2473		2546, 2552
2526, 2532		2539, 2533
		2509, 2503
		2467, 2461, 2455, 2449
<u>East Coral Trace Cir</u>		<u>West Coral Trace Cir</u>
423, 415, 407, 399		232, 240 345, 337
359, 351, 343, 335		280, 288 297, 289
263, 255, 247, 239		344, 352 249, 241
254, 262, 270, 278		376, 384
398, 406, 414, 422		

SHERWIN-WILLIAMS PAINT INFORMATION

Coral Trace Discount Account Number: 3354-9787-1

(The homeowner pays for their own paint either directly to the store or through their contractor)

SALMON STUCCO MAIN

EXTERIOR ARCHITECTURAL	ARCHITECTURAL
ARCHITECTURAL SUPER PAINT	LATEX SATIN
PAINT	LATEX SATIN
STANDALONE	LATEX SATIN
CUSTOM SHER-COLOR MATCH	
CCE*COLORANT	OZ 32 64 128
B1-Black	- 3 - -
R2-Maroon	- 8 - -
Y3-Deep Gold	- 49 - -

ONE GALLON EXTRA WHITE
A89W02151 651149510

Facia Trim: White Glossy Paint
Rain Gutters: White
Wood Fence: White

SALMON STUCCO TRIM

EXTERIOR	LATEX SUPER
STANDALONE SATIN	LATEX SUPER
STANDALONE SATIN	LATEX SUPER
CUSTOM SHER-COLOR MATCH	
CCE*COLORANT	OZ 32 64 128
R4-New Red	- 6 - -
Y3-Deep Gold	- 14 1 -

ONE GALLON EXTRA WHITE
A89W02151 651149510

Garage and Front Door: White
Down Spouts: White or House Stucco Color

LANDSCAPING:

- **Material:** All installation or removal of landscape plant material requires HOA approval **Coral Trace is required to adhere to the City of Delray Beach.**
- **Landscape Regulations (Section 4.6.16).** These regulations stipulate **what types of plants and trees may be planted and where they may be planted. Please refer to these regulations or contact the committee if you have questions about the limitations.**

Artificial plants: Not permitted

Annual Flowers: Approval is not needed to plant annual flowers in existing garden beds. Potted plants should not be placed on the lawn and grassy areas in order for grass cutting crews to cut the grass without having to move potted plants.

Edging: Does not require approval. It can be concrete or plastic brick to match the unit's color, colored or patterned to match the walkway or driveway, or white. Edging may also be natural wood peg, black or green plastic. Edging type should be of consistent material, color, and style throughout the owner's unit. Approval is not required if kept on the rear patio or kept in the side or rear garden beds.

Mulch: Approval is not needed to mulch beds with brown wood mulch. Other types of ground cover need an HOA approval.

Shrubs, Bushes, and Ground Covers: All under plantings in the front beds, and side beds should be maintained to be healthy, attractive, and kept to a similar size in relation to other homes' landscaping designs. Front Hedges must be kept trimmed no higher than the window sill. Homes with street side view must be kept trimmed no higher than 66 inches.

Trees: May not be removed or replaced without an Architectural Alteration request and may need a permit from the City of Delray Beach.

-Australian and Norfolk Pines are not permitted

MAILBOXES: (Double roadside mailboxes) Angle Wing - Two Villa Unit

Owners

Does not require approval for repairs. Are maintained by Owner. Must be rural type mailbox, two boxes to each post in Heritage design, bronze color, gold letters, where allowed by USPS. If the **mailbox** is damaged (just the box), it would be the individual owner's expense as just one box can be replaced; but if the pole is bad, then it is a shared expense, as it affects an item shared by both owners. See **The Mailbox Co.** Info page 6, as they are the only approved replacement company.

PATIOS: Open or unscreened, can be located anywhere in the rear yard but cannot

extend into easements or past the side of the home and no less than 3 feet from rear property line.

RENEWABLE RESOURCE DEVICES: (Composting devices)

None Allowed

SATELLITE DISHES: Satellite dishes are allowed without HOA written approval
Landscape buffer should be used if possible. Any visible wiring must be painted to match the exterior home color.

SCREEN ENCLOSURES:

Material: -White aluminum with charcoal screening. Box beam.

Roof Type: -Mansard or shed/cathedral depending on the roofline of house. -Must be same type to any previously installed enclosure on the same building. Flat roofs are not allowed.

Setbacks: Shall not extend past the side of the building unless covering a swimming pool. Rear setback fifteen feet (15').
Side setback three feet (3') to adjoining zero lot line property.

SEASONAL DECORATIONS:

Do not require approval and are maintained by owner. Winter Holiday decorations and lighting should not be installed prior to November 15th and should be removed no later than January 15th. All other holiday decorations and lighting may be displayed up to seven (7) days prior to and be removed no later than three (3) days following the holiday.

Lighting or decorations which create a safety hazard, or impede maintenance, will not be permitted. The resident is responsible for maintaining the Lot where lighting or decorations impede maintenance, until the lighting or decorations are removed.

Any damage to landscape elements caused by the installation or removal of decorations shall be repaired at the expense of the owner.

STORAGE SHEDS: Are not permitted.

STORM SHUTTERS: White is the only approved shutter color.

Required HOA forms, permits, licenses, easements and/or approval must be obtained, and all City of Delray Beach ordinances and the guidelines promulgated by Palm Beach County adhered to. Approval does not constitute warranty of any type; only the aesthetic considerations.

Shutters must be removable panels, aluminum/metal, clear fiberglass/resin, or **white** side-mounted retractable accordion type on windows. **White** roll-down type shutters are permitted on rear glass patio doors, or the edge of the covered patio, provided that the housing header is mounted inside the covered patio so as not to be seen from the exterior.

All attachments, leader panels or bottom and top tracks, which remain, shall be **white**.

Shutters are for storm protection. They are not for "security" while **away from** home. Shutters are not to be installed/closed more than **48 hours** before a storm warning and must be removed within **7-14 days** after a storm, or **96 hours** after a storm warning.

SWIMMING POOLS:

Pool Equipment May not be located beyond rear plane of house and must be screened with landscaping.

Pool Setbacks

Must be a minimum of 10 feet rear setback. Duplexes non-zero side setback must be 7.5 (is this 7 ½) feet and Quadraplex non-zero side setback 10 feet from any property line.

WALKWAYS/SIDEWALKS:

May be pavers, concrete, textured concrete, or tile in earth tones

Walkways may only be sealed with a clear finish or earth tone stain

Tile must be a non-slip surface

All coatings must be in good repair, or refinishing will be requested.

WATER FILTERS:

Must be screened with plants so as not to be seen.

WINDOW TINTING: Must be non-reflective; i.e. no "mirror" finishes.



Architectural and Landscape Policies

The HOA is dedicated to preserving the architectural integrity and appearance of the community. Its goal is to maintain the appearance and value of the property within the community. The goal of the HOA is to concern itself with all aspects and aesthetics of the community and reasonable standards of uniformity to be maintained by all homeowners and lessees.

The HOA must approve all landscape and exterior architectural changes and will review all applications for alteration requests to approve or deny such requests.

The HOA shall abide by all regulations set forth by the City of Delray Beach, Landscape Regulations-Section 4.6.16 for Multiple Family Dwellings. **Removal or replacement of any tree will require approval from the city and the HOA.** In addition, each Unit Owner must maintain 25% native Florida plantings as required by the City of Delray Beach.

Street view appearance and rear views of lake lot homes affect the property value of the entire community. Therefore, the landscaping shall reflect similar designs and plant materials. Street view shall be defined as that which faces the street and the first ten feet (10') around the side of the home. Planting at the street shall be maintained uniformly in appearance. Landscaping between identical model homes will be maintained in symmetry. Tract planting should be done in a random pattern with only native plants, as to create a more natural looking environment.

The HOA will closely maintain its landscape policies and make periodic assessments of the community landscaping, and recommendations on what it determines to be desired improvements other than routine maintenance. Any plantings considered being obnoxious or undesirable will not be allowed; this includes artificial plantings of any kind.

Certain land tracts in Coral Trace have been designated natural preserves. They are as follows: Tracts A, B, J, K, L, M, N, and O. All, with the exception of tract J, are common areas dedicated to the HOA.

The Management Company representing the HOA will use the procedures set forth in the Association Documents and Covenants to take any or all action necessary for correction and non-compliance of the guidelines and regulations.

Maintenance issues of common areas and landscaping should be brought to the attention of the Board and Management Company.

INSTRUCTIONS AND PROCEDURES FOR FILING ALTERATION REQUEST (ARC)

Review the Architectural Guidelines and modifications pertaining to your Alteration Request and submit the requested information, along with the alteration request packet to the Management Company no later than the 20th of the month in order to be considered at the next month's Board meeting. If submitted after the 20th, approval may be denied, without prejudice, and Owner may have to re-submit package by the 20th of the next month for reconsideration.

Any incomplete packages will be returned to the homeowner with a request to resubmit with the proper documentation. The Association will not be able to review your request until such time as your package is complete.

You will be notified in writing of the Association's decision and we ask that you please allow up to thirty (30) days from the time of submission before you make any inquiries.

Once the job is completed you must notify the Management Company in writing that the alteration is complete and ready for inspection. The inspection will be completed within 60 days of receipt of completion notification. If the alteration is not in compliance with approved plans, you will receive a written "notice of noncompliance" within 60 days of the inspection and you will have 30 days to correct and bring the items into compliance.

REQUIRED INFORMATION:

1. **A Set of Plans** for your Architectural or Landscape Improvement Request
 - a. Plans must include Dimensions and Elevations

2. **Structural modifications** request must include:

Copy of **Property survey** notating the following on survey:

 - a. Exact Location of Proposed Changes
 - b. Placement of Current Landscaping
 - *Architectural renderings (will be returned to homeowner upon decision)

3. **Landscaping Plan** modification request must include:

Copy of **Property survey** notating the following on survey:

 - a. Exact Location of Proposed Changes
 - b. Placement of Current Landscaping
 - c. Type and Height of all plantings
 - d. Quantity of proposed landscape material

4. **Contractors' Documentation** (if applicable) must be attached to this application.
 - a. Contractor Name, Address, Phone numbers and email
 - b. Proof of Liability and Workers' Compensation Insurance
 - c. Proof of valid and current Contractor's License with the State of Florida



HOMEOWNERS' ASSOCIATION, INC.

APPLICATION FOR ALTERATIONS

***Submit completed pages **34 - 36** of the Architectural and Landscape forms, along with all other required documents (from page 30 above) for your requested Architectural or landscape modification to the management company.

Owner Name: _____ Email: _____

Address: _____ LOT: _____

Phone: _____ Cell: _____ Other Contact Phone: _____

=====

COLOR SCHEME OF HOME

COLOR OF STUCCO:

Coral Pink

Coral Salmon

Coral Sand

COLOR OF ROOF:

Hopi (multi-colored)

Seashore

=====

GENERAL DESCRIPTION OF MODIFICATION/ALTERATION

If used - Contractor information

1. Contractor's Name: _____
2. Address: _____
3. Telephone #: _____ Fax # _____
4. Cell Phone # _____ E-mail _____
5. Estimated start date: _____ Completion date: _____

I / We understand the following:

1. Agree to supply all requested information as per Instructions for Filing Alteration Request.
2. That, if required, the necessary building permits from the appropriate governmental agencies will be secured prior to the commencement of work; it is our responsibility to determine the necessity of permits and to obtain same.
3. That any and all damage to the building or grounds, as a result of said work, must be repaired promptly so as to restore same to its original condition. Further, all future maintenance and repairs in connection with said work will be done by us at our expense, in order to properly maintain same.
4. That any approval given by the HOA for work to be done is on an aesthetic basis and I/We understand that I/We are responsible for proper structural and Architectural details and compliance with applicable codes, completion of work in a workmanlike fashion, as well as any and all damage to any portion of the building and/or premises. The HOA does not review the safety or Architectural details and is in no way responsible for their adequacy or legality.
5. That any contractor utilized by owner to do landscaping work approved by the HOA in connection with approved landscaping or structural changes does not disturb the sprinkler system. In the event that it becomes necessary for any work to be done on the sprinkler system, such work will be at my/our expense and may only be performed by the subcontractor to be designated by the Coral Trace Homeowners' Association, Inc.
6. That the contractor which I/We utilize is identified and is properly licensed, said proof of licensing being furnished to the Coral Trace Homeowners' Association, Inc.
7. That the contractor has adequate liability and workers' compensation insurance coverage, with evidence of said coverage being furnished to the Coral Trace Homeowners' Association, Inc.
8. The approval of any proposed improvements or alterations by the HOA shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the HOA or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

LIMITATION OF RESPONSIBILITIES

The primary goal of the Homeowners' Association is to review the application (plan and specifications) submitted and determine if the proposed modifications/alterations conform in appearance and compliance with the rules set forth in the guidelines.

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

- A) The structural adequacy, capacity or safe features of the proposed modification/alteration.
- B) Whether or not the location of the proposed modification/alteration of the building site is free from possible hazards from flooding, or from any other possible hazard, whether caused by conditions occurring either upon or off of the property.
- C) Soil erosion or unstable soil conditions.
- D) Mechanical, electrical or any other technical design requirements for a proposed project.
- E) Compliance with any and all building codes, safety requirements or governmental laws, regulations, codes or ordinances.
- F) Performance or quality of work of any contractor.

If approval is granted, it is not to be construed to cover approval for any Code requirements. A building permit from the City of Delray Beach may be required.

As a condition precedent to granting approval of any request for a change, alteration or addition to the existing basic structure, the applicant, their heirs, and assigns thereto; assume sole responsibility for the installation, repair, maintenance or replacement of any such change, alteration or addition. It is understood and agreed that the ASSOCIATION AND THE MANAGEMENT COMPANY are not required to take any action to install, repair, replace, or maintain any such approved change, alteration, or addition, or any damage resulting from this approval, for any reason, to the existing original structure and/or any other structure or property. THE UNIT OWNER ASSUMES ALL RESPONSIBILITY AND COSTS FOR ANY ADDITION OR CHANGE, AND ITS FUTURE UPKEEP AND ANY WORK THAT HAS TO BE PERFORMED ON THE COMMON GROUNDS THAT IS AN ADDED EXPENSE AS A RESULT OF THIS ADDITION OR CHANGE. This approval does not remove or waive any of the rights under the Architectural and Landscape Alterations Documents for enforcement of those Documents by the ASSOCIATION.

The HOA reserves the right to charge a reasonable fee for outside consultant services if required in the approval process.

Only Owners may submit application for Architectural/Landscape Alterations

Your Signature indicates your understanding of all HOA Documents and Rule requirements and agreement to comply with these requirements. If only one (1) owner signs, then it is understood all owners agree to these documents.

SUBMITTED BY:

DATE

DATE

OWNER PRINT

OWNER SIGNATURE

RECEIVED BY

DATE

HOA REPRESENTATIVE



ACTION BY THE ASSOCIATION:

Owner Name: _____ Lot #: _____

Description of Alteration: _____

Date: _____ APPROVED: _____ DENIED*: _____

*NOTE: Reason for denial: _____

HOA Representative Name: _____

HOA Representative Signature: _____

===== **= HOA USE ONLY** =====

Date Letter of Advisement sent: _____

Date Letter of Completion received from Homeowner: _____

Date of Inspection: _____ Compliance: _____ Yes _____

No* Reason for "Non-Compliance": _____

*Date "Letter of Non-Compliance" sent to Homeowner: _____

Date Re-inspected: _____ Compliance: _____ Yes _____ No _____

Comments: _____



[Management Company info inserted here]

NOTICE OF APPROVAL or DISAPPROVAL

[Date (Full)]

[Owner's Name]

[Mailing Address Line 1]

[Mailing Address Line 2]

[Mailing City-State-Zip]

Re: [Prop. Street Address]

Dear Homeowner:

Your ARC request has been Approved . Specifically, you have approval to proceed with the following.

Your ARC request has been Denied . Specifically, for the following:

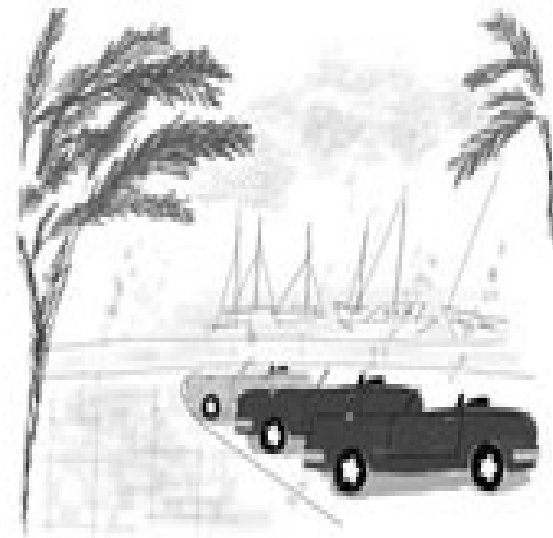
Please follow the plan you submitted or submit an addition Request form if you cannot follow the original plan. An HOA representative will inspect your property to make sure it matches the Request you submitted for Approval. Please notify the HOA once the ARC is completed for inspection.

An attractive community helps all of us get the full value from our homes when we decide to sell.

Sincerely,

On Behalf of the Board of Directors

Guest Parking Form and Permit





Coral Trace HOA Guest Parking Permit

Rules for Guest Parking

1. All cars parked overnight in a guest spot or in Pool parking lot, must have a Guest Parking Permit displayed.
2. Coral Trace residents are NOT allowed to use guest spots.
3. One permit is good for up to 7 days.
5. A car may not park in a guest spot for an extended period of time.

Resident Information

Name _____

Address Number and Street _____

Phone _____

Guest Automobile Information

Parking Dates From _____ to _____ for _____ days

Car Make _____ Model _____

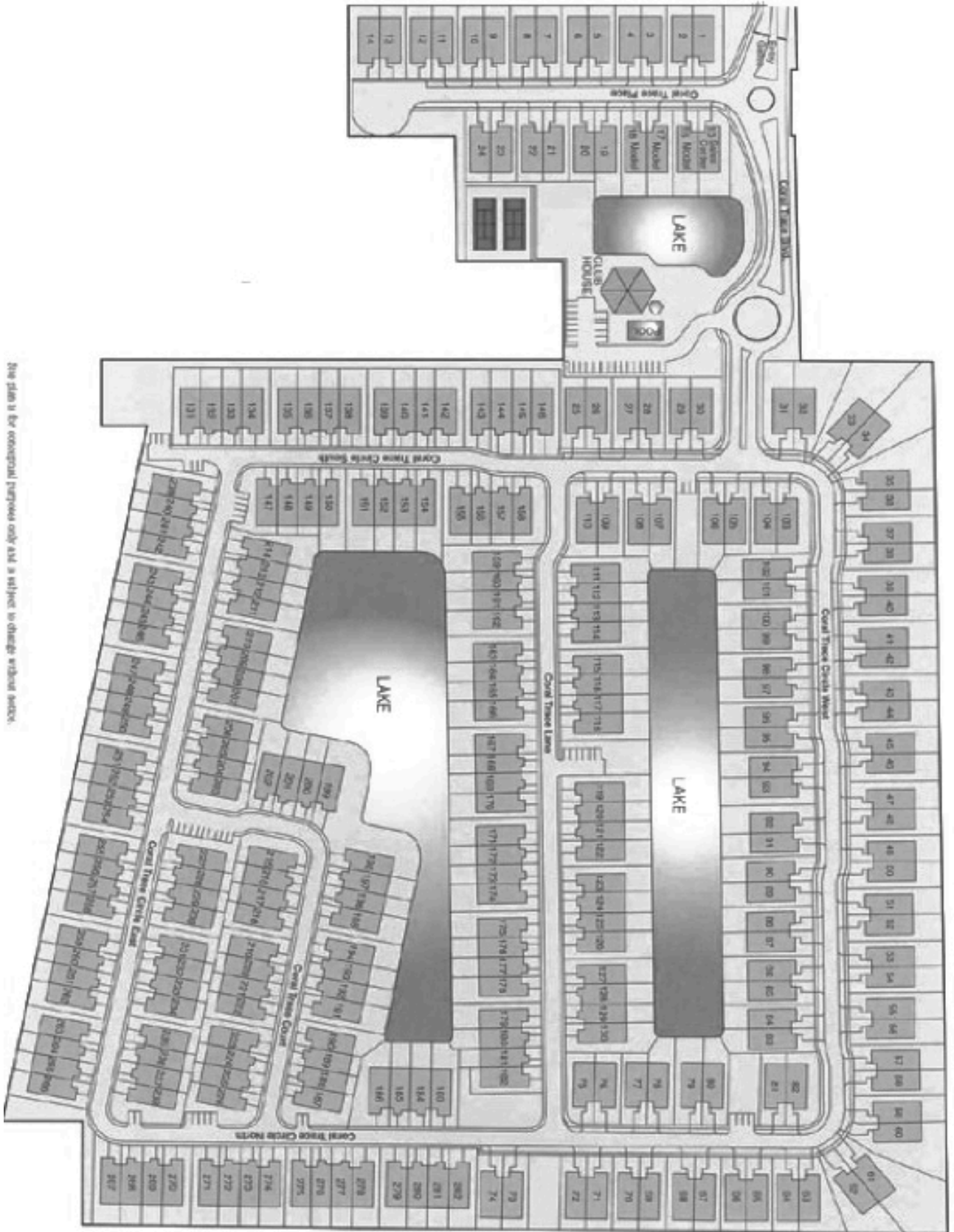
Car Color _____ Car License Plate _____

*** Submit this form to the HOA Office in the Clubhouse***

*** This form can be filled out online at www.coraltracehoa.com print then place parking permit (page 2) in the car front window***

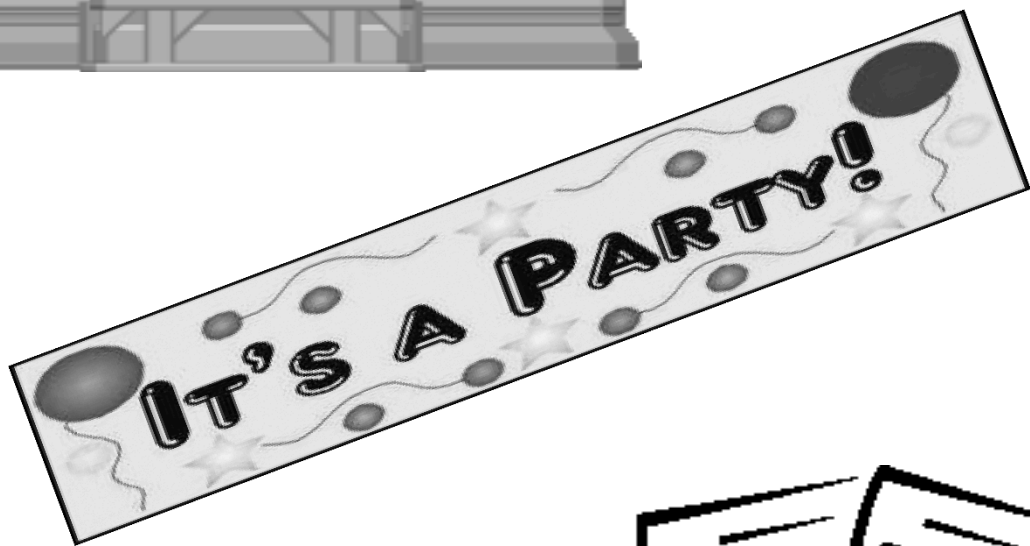
Fill out and place in front window

Site Plan of the Coral Trace Community



This plan is for conceptual purposes only and is subject to change without notice.

Social Room Rental Agreement





HOMEOWNERS' ASSOCIATION, INC.

SOCIAL ROOM RENTAL AGREEMENT

Name _____

Address _____

Telephone Number: Home () _____ Cell () _____

Work () _____ Email _____ @ _____

Date Requested: _____ Type of Function: _____

Hours of Function: _____ Time of Set-Up: _____ # Of People Expected: _____

Will Food Be Served: Yes () No () Catered: Yes () No ()

By Company: _____

Will Any Props or Activities Be Brought In? Yes () No () **If Yes, Please Describe:**

NOTE: all equipment, trash, refuse and party decorations must be removed promptly upon conclusion of the event/function. It is renter's responsibility to remove trash and refuse, as there is no trash pickup at the clubhouse.

****You will be contacted 2-days prior to the event/function by the social committee member conducting the clubhouse inspection to set up a time to inspect and receive a key to the social room door****

Party Reservation Approved By: (Authorized Signature)

Name _____ Title _____

Catering/Props/Activities Company Information:

Copy of Business License Received _____ Copy of Insurance Received _____

Money Received:

1) Rental Fee Received \$ _____ Check # _____ Rec. By _____

Please Make Certified Check Payable to Coral Trace HOA

2) Security Deposit Received \$ _____ Check # _____ Rec. By _____

Total Received: \$ _____

Security Deposit Returned \$ _____ Check # _____ By _____

Date Returned _____ Renter Signature _____

****RESERVATIONS MUST BE SECURED A MINIMUM OF TWO WEEKS IN ADVANCE****



SOCIAL ROOM RULES FOR EVENTS/FUNCTIONS

SMOKING IS NOT PERMITTED AT ANY TIME IN THE CLUBHOUSE

Renters must adhere to all CORAL TRACE RULES, REGULATIONS and GOVERNING DOCUMENTS for use of the CLUBHOUSE and surrounding areas.

1. This rental is only for the use of the social room and restrooms. All other rooms, as well as the pool & spa areas, are restricted from use.
2. Only Homeowners/Residents of Coral Trace are permitted to rent the Social Room and Facilities
3. **HOURS FOR EVENTS/FUNCTIONS: 10 AM to 11:30 PM**
4. The Clubhouse Social Room must be vacated and cleaned by 10 AM the following day, or \$75 per day will be charged until cleaned and vacated.
5. Events/Functions – Limited to no more than Seventy-Five (75) people, by order of the City of Delray Beach Fire Marshall.
6. Homeowner/Resident is responsible for complete set-up and clean up. All materials brought in for the event/function must be removed immediately upon completion of the event/function. Homeowner/Resident is responsible for all equipment necessary for cleaning and replacing all furniture/equipment back in their normal positions.
7. Vehicles must not park in or block the streets and are not allowed to park on the grass.
8. The noise level must be kept to a minimum. No amplified music will be allowed outside of the clubhouse or in pool area. All activity, after 9:00 PM, is restricted to inside the clubhouse as a courtesy to nearby homeowners.
9. Pets, bicycles, skateboards, rollerblading and motor powered vehicles are NOT permitted in the Clubhouse or Pool area.
10. The event/function DOES NOT PROHIBIT other homeowners from using the other areas or other amenities of the Clubhouse.

Decorations MUST BE Applied with Non-Paint removing Tape (blue or

green painter's tape).

Reservations are on a first-come first-served basis. HOA/Management Company reserves the right to book only one (1) event/function per day to allow for set-up and cleanup.

To confirm or make reservations for the Social Room please see website for contact person.

A certified check or money order is required for the rental fee of \$150 for the first day, and \$75 for each successive day of the event (which are non-refundable); and a \$300 refundable Security Deposit is required and must be paid at the time of scheduling of the event/function. The deposit will be refunded in full within TEN (10) business days following the event if a HOA representative determines that there has been no wear-and-tear or other damage to the facilities following the event. If damage or undue wear-and-tear have occurred cleanup and repair fees will be taken out of the security deposit, and any balance returned to the renter.

If the reservation is cancelled two week days or less prior to the event, the Association reserves the right to charge a \$50 fee.

All **returned checks** will be the responsibility of the Homeowner/Resident. A \$25 fee will be charged.

.....

HOA/MANAGEMENT COMPANY RESERVES THE RIGHT TO PERFORM ANY CLEANING AND REPAIRS REQUIRED TO RETURN THE CLUBHOUSE TO ITS PRIOR CONDITION. THESE COSTS WILL BE BORNE BY THE RENTER OF THE SOCIAL ROOM.

A refund is based on all inventoried items set forth on inspection delivered in substantially same condition as prior to event, and the Clubhouse returned in the same/better condition as was delivered and agreed upon (See Checklist).

A Pre/Post event inspection will be completed before set-up and after event completion.

CORAL TRACE SOCIAL ROOM RENTAL
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION OF MY RIGHT TO EXCLUSIVE USE OF THE SOCIAL ROOM FOR MY CLUBHOUSE EVENT, THE UNDERSIGNED HEREBY AGREES THAT ANY AND ALL LIABILITY CAUSED BY OR ARISING FROM ANY ACTS OCCURRING AT THE CLUBHOUSE ON ACCOUNT OF THIS EVENT WHICH MAY INCREASE THE SUSCEPTIBILITY TO LOSS AND/OR CAUSE ACTUAL DAMAGE OR LOSS ON THE DESCRIBED PREMISES SHALL NOT BE HELD AGAINST THE ASSOCIATION AND INDEMNIFY THE ASSOCIATION FOR ALL LOSSES, EXPENSES AND ATTORNEY'S FEES IN CONNECTION WITH THE RENTING OF THE CORAL TRACE CLUBHOUSE.

I have read the above and agree to abide by all Rules and Regulations. I further agree that any and all damages not indicated on the attached checklist will be my full responsibility and I agree to reimburse, indemnify and hold harmless the HOA for the full cost of restoration, upon demand made upon me by the HOA.

HOMEOWNER/RESIDENT

DATE

HOMEOWNER/RESIDENT

DATE

WITNESS: HOA REPRESENTATIVE

Fill out and Return to HOA

DATE



HOMEOWNERS' ASSOCIATION, INC.

**SOCIAL ROOM EVENT/FUNCTION
EQUIPMENT AND FURNITURE
CHECKLIST**

(To Be Completed Prior To And After the Event/Function)

CONDITION NOTED:

PRIOR

AFTER

SOCIAL ROOM		
Upholstered Couch, Loveseat & 2 Chairs		
Coffee Table/End Tables		
TV/DVD & TV Remote		
Walls		
4 Round Tables, 16 Chairs, and 4 Bar Stools		
1 Telephone		
Kitchen Area: Floor, Countertops, Microwave, Refrigerator, and Dishwasher		
Closets:		
Right Closet: 31 white Chairs, 1 White Cooler, 3 Wire and 1 Stainless Chafing Dish, 2 6-foot White Tables, 2 8-foot Tables, and 1 Black Card Table		
Left Closet: 37 white Chairs, 6 folding chairs, and 6 black Chairs		
Entrance Area Corridor		
Tile, walls		
Restrooms		
Floors, walls, equipment		
Note any additional items:		

I, _____, do hereby agree with the conditions listed above. (Homeowner/Resident – Print Name)

Prior to Event/Function

After Event/Function

Homeowner/Resident

Date

HOA Representative Signature

Violation Letters

The following are the approved Violation and Fining letters you will receive in the event you are in violation of the HOA Documents or Rules and Regulations.





Violations Procedures effective January 2012

The Association Documents allow for fining violators of our Documents. The issue of fining is the **collection of the fine and the correction of the violation**. For the Association to impose a Fine requires a Committee to review both sides of the violation and decide if the fine the Association proposes will stand or be reduced. The Association has found it difficult to staff the Fining Committee, as most owners do not want to sit in judgment of their fellow owners. Because an owner is fined does not correct the Violation. It could sit uncorrected until the Association went to the courts to resolve the violation. Because of changes to the State of Florida Statues the Association cannot place a lien on a home for a fine and must go to mediation before a lawsuit can be filed to correct a violation. Because of these changes the HOA has adopted new procedures for processing HOA Document Violations as listed below.

Under the new procedures:

1. **Courtesy Compliance Violation letter** sent giving 10 Days to correct Violation.
2. If not corrected, a **Second Notice Violation Letter** informs violator that if the issue is not corrected in 10 days, the Violation will be sent to the HOA Attorney for correction.
3. Attorney sends a **Formal Violation Correction Letter** informing owner that if the issue is not corrected within 10 days, the HOA will proceed with mediation.
4. If not corrected in those 10 days, the HOA files for mediation.
5. Mediation occurs.
6. If the owner does not correct the issue after Mediation, the HOA files a lawsuit against the owner to resolve the issue .



CORAL TRACE HOMEOWNERS' ASSOCIATION, INC.

[Management Company Information inserted here]

Date:

Homeowner Name:

Homeowner Address:

Re: Coral Trace Homeowners' Association, Inc. ("Association")

Courtesy Compliance Violation Letter

Dear Homeowner(s) and/or Tenant:

It has come to the attention of the Association that the item(s) identified below are not in compliance with the requirements of your Homeowners' Association Documents. The Homeowners' Association requests your attention to this matter and asks that the condition(s) be corrected by (date) (10 days from date mailed **REMOVE THIS**) , or if no date is filled in this blank then the Association requests that the item identified below not be repeated by you again. Your cooperation in this matter will help maintain an aesthetically pleasing community and help preserve and improve values to the benefit of all property owners.

Violation: inserted here

Your attention in correcting the above item is appreciated. If you have any questions, contact Seacrest Services. Please report correction of this Violation to Seacrest Services at 561-697-4990.

Sincerely,

Property Manager Name:
On Behalf of The Association,

Enclosure

cc: Owner's File, Owner and or Tenants and Coral Trace Homeowners Association, Inc.



CORAL TRACE HOMEOWNERS' ASSOCIATION, INC.

[Management Company Information inserted here]

Date:

VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED AND COPY VIA U.S. MAIL

Homeowner Name:
Homeowner Address:

Re: Coral Trace Homeowners' Association, Inc. ("Association")/**Second Notice of Violation**

Dear Homeowner(s) or Tenant:

As a member of a deeded mandatory membership community, you are subject to abiding by certain predetermined covenants, and rules and regulations set forth in the Association's governing documents. This letter is to inform you that you are or were in violation of the below cited provision of the applicable section of the Association's governing documents (Declaration of Covenants and Restrictions for Coral Trace, Articles of Incorporation, By-Laws, and Rules and Regulations of the Board of Directors)("Governing Documents") for the reason(s) set forth:

Section of the CTHOA Documents in Violation:

Courtesy Compliance Violation Letter sent on:

Failure to correct this Violation of the Coral Trace HOA Documents by this date: (10 days from date mailed REMOVE THIS), Will result in the matter being turned over to the Association Attorney for compliance of the Coral Trace HOA Documents.

Sincerely,

Property Manager Name:
On Behalf of the Association,

Enclosure

cc: Owner's File, Owner and or Tenants and Coral Trace Homeowners Association.



PARTIAL AND CONDITIONAL WAIVER ("WAIVER") UNDER SECTION 7.23 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF CORAL TRACE ("DECLARATION")

To CORAL TRACE HOMEOWNERS ASSOCIATION, INC. ("CTHOA"), we _____ Owner/Renter (s) of said Villa residing at _____, Delray Beach, Florida (in the Community of Coral Trace) hereby apply to the HOA for a partial and conditional waiver ("Waiver") of the following provision of the Declaration of Covenants and Restrictions of Coral Trace ("DECLARATION"), Section _____, Article _____ for the following purpose:

Explanation of waiver by owner/renter:

The Board of Directors of the Coral Trace Homeowners Association, Inc. ("HOA") upon review of the above application is granting a Partial and Conditional Waiver ("Waiver") of Section _____ of Articles of the DECLARATION for the reasons described by the OWNER/RENTER above upon the following conditions & restrictions; (if None, then state None):

This Waiver applies to the above Address/Owner/Renter, only. This Waiver will automatically terminate upon sale of Villa, or if rented at the time of this Waiver, upon the termination of the rental of this Villa to the Renter named above, or if there is a violation of any term and condition of the Waiver by the Owner/Renter as specified above.

Except as expressly and specifically waived by the HOA in this Waiver, the Owner(s)/Renter(s) must abide by all of the provisions of the **DECLARATION, the Rules and Regulations of Coral Trace, all City Regulations, and applicable State laws.** The granting of this Waiver does not in way diminish or waive any other right of the HOA to otherwise enforce the **DECLARATION or the Rules and Regulations of Coral Trace,** including Section 7.23 of the **DECLARATION,** which allows this waiver to be granted. The Owner/Renter understands that in accordance with the **DECLARATION** should the HOA need to bring legal action to enforce the terms and conditions of this Waiver against the Owner/Renter, that the Owner/Renter shall be responsible for the HOA'S attorney's fees and costs if the HOA prevails in such action.

I acknowledge receipt of and agree to the terms of this Partial and Conditional Waiver and that failure to comply with this Waiver will result in its automatic and immediate termination.

OwnerName _____ Date _____/_____/_____

(signature) _____

Officer for the CTHOA _____ Office/Title _____

Date Approved _____/_____/_____

Welcoming Committee Forms & Miscellaneous Information





Welcome Committee Packet

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HOMEOWNERS' ASSOCIATION, INC.
c/o Seacrest Services, Inc.
2101 Centrepark West Drive, Suite 110
West Palm Beach, FL 33409
Phone (561) 697-4990 / Fax (561) 697-4779

Instructions for Sale or Lease of Home

TO: All Owners, Buyers, Renters and Realtors

RE: Sales and Leasing application

1. Owner must submit Purchase or Lease agreement in writing to the Association.
2. **City of Delray Beach Landlord/Rental Permit (City Fee)**
****Required for all Rental/Leases.**
3. All spaces on the "application for occupancy" form **must be completed**. If there are any blanks, this will hold up processing. Use "n/a" if it is not applicable. Return **Complete Package to Management Company**.
4. Coral Trace HOA Documents and Resident Handbook are available to all Renters and Buyers. (Online – No charge; Hard Copy - \$5) www.coraltracehoa.com
5. Applicant must sign a form stating that: He/she has read and is in receipt of the HOA Documents and Resident Handbook and that he/she will adhere to the Documents and Resident Handbook of the Association.
6. Include a certified, non - refundable check or money order in the amount of \$100.
7. Checks must be made payable to Coral Trace Homeowners' Association.
8. **Attach a copy of driver's license for each applicant for identification purposes.**
9. After the closing, the Purchaser is responsible for providing the HOA with a copy of the Warranty Deed, mailing address, and phone numbers for the mailing of notices, etc. **This information should be supplied to the Management Company.**

Return the completed application to Management Company.

**AN INTERVIEW WILL BE SCHEDULED WITH THE WELCOMING COMMITTEE
ONCE A COMPLETED APPLICATION IS RECEIVED BY THE ASSOCIATION.**

To schedule an interview, contact our Property Manager.

Interviews: The Welcoming Committee needs at least 30 days to receive and review the paperwork. MAKE YOUR CLOSING DATE THAT WILL ACCOMMODATE GETTING AN ESTOPPEL AND APPEARANCE WITH THE WELCOMING

COMMITTEE. You need a signed form from the Committee for closing.



HOMEOWNERS' ASSOCIATION, INC.

APPLICATION FOR OCCUPANCY

Coral Trace requires a NON-REFUNDABLE certified check or money order of \$100 for Processing Fee that must be submitted at the time of application.

DATE TODAY _____ / _____ / _____ LOT # / GATE CODE _____ / _____
 PURCHASE _____ OR LEASE _____ OCCUPANCY DATE _____

OWNER/SELLER NAME - PRINT

LAST _____ FIRST _____ M/I _____
 ADDRESS _____
 PHONE: HOME (_____) _____ CELL (_____) _____ E-MAIL: _____ @ _____

PURCHASER/LESSEE NAME - PRINT

LAST _____ FIRST _____ M/I _____
 PHONE: HOME (_____) _____ WORK (_____) _____ CELL (_____) _____ E-MAIL ADDRESS _____
 _____ @ _____ NUMBER OF ADULTS (OVER
 18) OCCUPYING _____ CHILDREN (THRU 18)

NAMES: _____
 WILL YOU HAVE A ROOMMATE? _____ HOW MANY? _____
 ROOMMATE NAME: _____ PHONE (_____) _____
 E-MAIL ADDRESS: _____ @ _____
 ROOMMATE NAME: _____ PHONE # _____
 E-MAIL ADDRESS: _____ @ _____

DO YOU OWN A PET? YES _____ NO _____ NUMBER? _____
TYPE AND WEIGHT OF PET (S) (1) _____ (2) _____

TWO (2) PETS MAX--PETS COMBINED WEIGHT CANNOT EXCEED 60 LBS
****COMPLETE THE PET REGISTRATION FORM PAGE 57****

CITY OF DELRAY BEACH RENTAL PERMIT # (R E Q U I R E D): _____

PURCHASER'S PERMANENT ADDRESS IF NOT ADDRESS LISTED ABOVE:

ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 HOME NUMBER: _____ WORK: _____ CELL: _____

ALTERNATE CONTACT INFORMATION (EMERGENCY USE)

NAME: _____ RELATIONSHIP: _____ HOME _____ TEL _____ #:
 _____ OFFICE TEL #: _____ OTHER #: _____

ADDRESS:

EMAIL:



Vehicle Information and Receipt of Documents

NOTE: Owners and all Residents are required to register all vehicles with the HOA.

NOTE: NO PARKING in Guest Spots by Owner or Residents. You are only allowed to park in your Driveway or Garage. Your vehicles "MUST" fit in your driveway.

Vehicle information

1. Name: _____ Owner: _ Lesser: _ Roommate: _____

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ LICENSE PLATE #: _____

STATE REGISTERED IN: _____ CTHOA DECAL # _____ REVD BY: _____

2 Name: _____ Owner: _ Lesser: _ Roommate: _____

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ LICENSE PLATE #: _____

STATE REGISTERED IN: _____ CTHOA DECAL # _____ REVD BY: _____

3. Name: _____ Owner: _ Lesser: _ Roommate: _____

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ LICENSE PLATE #: _____

STATE REGISTERED IN: _____

MAKE SURE YOU HAVE SUPPLIED THE FOLLOWING:

1. This COMPLETED application. Put "N/A" in space of not applicable.
2. Non-Refundable Processing Fee of \$100.
3. Certified check or money order payable to Coral Trace Homeowners Association.
4. A copy of the Purchase or Lease Agreement.
5. A copy of the City of Delray Beach Rental Permit.
6. Received and signed for HOA documents and Rules and Regulations. (See below)
7. A copy of driver licenses for each occupant.

RECEIPT OF ASSOCIATION DOCUMENTS AND/OR RULES AND REGULATIONS

I/WE, HEREBY AGREE that I/We have received, read, understand, and will adhere to all HOA Documents, rules and regulations of the HOA.

By signing below, the applicant understands that the Association or Management Company may verify the information supplied by the applicant, and a full disclosure of pertinent facts may be made to the Association.

LOT NO: _____ PROPERTY ADDRESS: _____

Signature: _____ Signature: _____



Pet Registration Form

One Form for Each Pet

Lot/Gate Card# _____

Address _____

Name _____

Type and Breed of Pet _____

*Weight _____ **** STRICTLY ENFORCED****

Color of Pet _____

Name of Pet _____

Distinct Marking _____

Person & Number to call in case any problems occur:

*Please note: The HOA requires a letter from your veterinarian on his letterhead to verify the pet's weight and proof of current year's shots, as required by law for your pet. Please enclose a photograph of your pet. This would be helpful should the pet get lost.

**** Pet Rules: A Total of Two (2) pets, with a total combined weight of 60 lbs.**

I am aware of and understand the Coral Trace HOA restriction for pets. All my pets are listed here and do not exceed the combined 60 lb. HOA limit. Not complying with the HOA's pet rules will require me to immediately and permanently remove my pet due to a pet violation.

Signature: _____ Date: _____



Welcoming Committee Checklist

LOT #: _____ Gate Code # _____

ADDRESS: _____

OWNER(S): _____

Interview is scheduled for: Date: _____ Time: _____ Place: _____

Interviewing Committee Member(s): _____

Name of Applicant(s): _____

Name of Applicant(s): _____

____ Processing Fee (\$ 100) Received; Check # _____ **(non-refundable)**

____ Purchaser(s); _____ Lesser(s), Lease Term: from: _____ to: _____

____ Copy of City of Delray Beach Renter Permit Number: _____

____ Buyer given copy of Documents and Rule and Regulation Book. **(Fee included)**

____ Lessee gets copy of Resident Handbook -Rules and Regulations. **(Fee included)**

____ Copy of purchase or lease agreement. **(Required)**

____ Name requested for gate entry system (13 characters max) _____

____ Local phone # for gate programming:_(_____)_____

Completed by Property Manager

____ Computer Excel file updated: Date: _____

____ Gate Computer System updated: Date: _____

____ Copy of Completed Interview forms to Management Co. Date: _____



CERTIFICATE OF APPROVAL

[Management Company info inserted here]

Certifies that, said unit is being conveyed to:

Buyer Name: _____,

or Lessee Name: _____.

Has / have been screened and interviewed by the Coral Trace HOA, Inc. as a BUYER / LESSEE of the following described real property in Palm Beach County, Florida:

Address: _____ **Lot #** _____.

Conveyed From:

Owner/'s: _____ and / or,

Owner/'s: _____.

Such approval has been given subject to and pursuant to the Rules and Regulations of the Coral Trace HOA, Inc. and as authorized by the Coral Trace HOA Board of Directors for the Welcoming Committee Representative to execute this Certificate of Approval on behalf of the HOA.

Dated this _____ day of _____, _____.

By: _____
Welcoming Committee Representative

By: _____
Welcoming Committee Representative



HOMEOWNERS' ASSOCIATION, INC.

How to operate the guest gate

- Your gate code is your Coupon Book account number ex. Number 1 = code 001.
- To access Owner Directory of names, press and hold the " # " to scroll up the alphabet from "A" to "Z" (to find Owner name)
- The longer you hold the button the faster it will scroll (it will not go scroll past "Z").
- Press " * " to scroll back through the alphabet from "Z" to "A" (to find owner name) the longer you hold the button the faster it will scroll (will not go past "A").
- Once you find the name and code, enter the 3 or 4 digit code on keypad, this will dial your home phone.
- Press " * ." or " # " to reset system after system starts dialing (if you entered something incorrect), or you want to hang up and try again.
- The directory will not roll over from "Z" to "A" with the " * " button or from "A" to "Z" with the " # " button (scrolling from "A" to "Z" takes 15 sec) and will not go past "Z".
- If you enter the wrong code 3 times the system will reset - this takes 60 seconds.

Quick Guest entry when they know the "three or four digit" code

- Guest drives up to gate entry box.
- They press " * " wait a few seconds, this wakes up the system.
- Then they enter your home code, ex. 412 (Clubhouse code), system calls your home, when you answer the phone, they say "HI! I'm Joe Smith A/C here to fix the Air Conditioner, then you **press "9"** to let them into the community. Next, the Guest gate opens, and they enter the community.

Instructions for Telephone System

Each resident has been assigned a "three or four digit" code number that appears with the resident name. A visitor simply scrolls to your name and enters your code number into the keypad. Please give your guest the "three or four digit" code number and remind them to press the hang-up button/icon BEFORE entering your code.

The telephone system uses your 7 digit phone #. When it rings and a visitor advises you that they are at the front gate, push " 9 " on your telephone to open gate. You should hear "Please Enter;" if not Press " 9 " again and the gate should open (the connection remains open for 30 seconds). The connection will terminate automatically after 30 seconds or when you hang up the phone.

It is very important that your phone is **only** in the "TONE" setting. It is the "tone" signal that will open the gate. Any other setting **will not work!**

If you are on the telephone when the visitor attempts to call you, a busy signal will sound, unless you have call waiting. It is recommended that you subscribe to call waiting. A call from the front gate will show Coral Trace on the caller ID.

****To open gate from your home press the " 9 " on your phone****

Coral Trace HOA – Sales Receipt Form

FOB \$50 ~ ~ Transponder \$12 ~ ~ Recreation Key \$50

HOA Rules Book \$5 ~ HOA Documents \$5

DATE: _____ LOT//GATE CODE: _____

OWNER'S NAME: _____

CORAL TRACE ADDRESS: _____

PHONE # _____ CELL # _____ OTHER _____

E-MAIL ADDRESS: _____

OUT OF TOWN ADDRESS: _____

OUT OF TOWN PHONE # _____ CELL # _____ OTHER _____

RENTER'S NAME: _____

PHONE # _____ CELL # _____ OTHER _____

RENTER'S E-MAIL: _____ OWNER NOTIFIED OF PURCHASE: _____

Transponder Issued:

FOB Issued

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

Recreation Key Issued: _____

CHECK # _____ **Total Amount \$** _____

*****Owner/Renter Signature** _____



Electronic Communications Disclosure Authorization Form

Please complete and return this form to authorize Coral Trace Homeowners Association (HOA) to use your email address for general association-related communications. This authorization restricts the use of your email address for only communications for either direct communications from the HOA Board of Directors or its property management company. Your email address will not be shared with any third parties. This voluntary email communication may include, but is not limited to, general notices, Regular and Special Board meeting notices, upcoming events, status of our facilities, educational training, informational events, ads from community sponsors, and similar notices from our current property manager, Seacrest Services, its affiliates and partners, and the Coral Trace Homeowners Association.

We value and respect your privacy. You may acknowledge your consent by:

1. Emailing this form to: csr@seacrestservices.com
2. Emailing it to the HOA Board at: board@coraltracehoa.com
3. Printing it out and delivering it to our property manager at the HOA office, or mailing it via US mail to Seacrest Services, 2101 Center Park West Dr., #110, West Palm Beach FL 33409, Attn: Customer Service.

I hereby authorize the Coral Trace Homeowners Association (HOA) to use my email address as described above for association-related communications. I understand that no email communications will be used to replace any official notices required by our governing documents and/or by applicable Florida statutes. Official required HOA notices will continue to be sent to the members via USPS mailing. Coral Trace HOA shall maintain, in accordance with applicable Florida statutes, the electronic mailing addresses of those members who consent to receive notice by electronic transmission. I understand that my authorization will remain in effect until this authorization is revoked in writing to the HOA Board or to its property manager. I agree to promptly notify the Association of any change in my email address(es) to maintain a current address on file. I specifically do not want my email address disclosed as part of any request to review and/or photocopy the association's records and do not consent to any such disclosure.

PLEASE TYPE OR PRINT VERY LEGIBLY. NO HANDWRITING PLEASE, EXCEPT FOR SIGNATURES.

RESIDENTS' NAMES _____

CORAL TRACE ADDRESS _____

ARE YOU OWNERS OR RENTERS? _____

IF RENTER, WHO IS UNIT OWNER? _____

MAILING ADDRESS _____

AUTHORIZED EMAIL ADDRESSES: _____

RESIDENT 1 SIGNATURE _____

DATE _____

RESIDENT 2 SIGNATURE _____

DATE _____

RESIDENT 3 SIGNATURE _____

DATE _____

RESIDENT 4 SIGNATURE _____

DATE _____

PHONE NUMBER _____



City of Delray Beach Alarm Ordinance

City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444

The City of Delray Beach has started using an online registration for alarm permits.

There is a yearly charge for the Alarm permit, all information is at the City web site is <http://mydelraybeach.com/> but below is the direct link.

<https://crywolf.mydelraybeach.com/>

**Please Register your alarm.
It will save you money if you have false alarms**



**Community Improvement
100 NW 1st Avenue
Delray Beach, FL 33444**

The City of Delray Beach has started using an online registration for **Landlord Permits**.

There is a yearly charge for this permit, all information is at the City web site at <http://mydelraybeach.com/> but below is the direct link.

www.mydelraybeach.com/community-improvement/landlord-permits

Landlord Permits

A landlord permit is required **prior to renting** residential units. A landlord permit is not required for units in federal housing programs, under federal housing and urban development supervision or for hotels.

A separate permit is required for each applicable rental unit. However, if there are multiple units within a single building under common ownership, a single permit may be obtained covering all units.

At the current time, there is a landlord permit fee is per unit (see website for fee). Permits are valid for one year, from November 1 of the current year to October 31 of the subsequent year. However, a landlord permit must be obtained no later than 30 days after acquiring a rental property - and the permit is not prorated.

Please download the [Landlord Permit Application](#) and review the State of Florida [Landlord/Tenant Law](#). The landlord permit application requires information relative to ownership, condition of the unit and the number of occupants in each unit. Landlord permits are renewed annually. The City will mail unit owners permit renewals, which must be paid within 60 days of the annual renewal date.

In the event an applicant is denied a landlord permit, an appeal may be made to the Permit Review Committee. Requests for appeal must be made to the Chief Building Official no later than 30 days after receiving notice denying a landlord permit.

Failure to obtain or renew landlord permits will result in a triple permit fee. Any questions relative to landlord permits, please contact landlordpermits@MyDelrayBeach.com or call (561)243-7243.

FAMILY DEFINITION:

"Family" shall mean two (2) or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, and/or a group of persons not more than three (3) in number who are not so interrelated, occupying the whole or part of a dwelling as a separate housekeeping unit with a single set of culinary facilities. Any person under the age of 18 years whose legal custody has been awarded to the State Department of Health and Rehabilitative Services or to a child-placing agency licensed by the Department, or who is otherwise considered to be a foster child under the laws of the state, and who is placed in foster care with a family, shall be deemed to be related to and a member of the family for the purposes of this definition. Occupancies in excess of the number allowed herein shall have twelve (12) months from the date of the enactment of this definition or the termination of the current lease agreement to come into compliance, whichever occurs first.