



## Whisper Dunes Rules and Regulations

Our rules and regulations are put in place to preserve the beauty, tranquility and safety of our neighborhood and are for the benefit of all homeowners. In addition to the following rules, also refer to the Association's Declaration of Covenants, Conditions and Restrictions (the Declaration), our By-Laws and Articles for a complete description of Whisper Dunes restrictions. These are available on our web portal or from our Property Management Company. In the event of any conflict between the Declaration and these Rules and Regulations, the Declaration shall be the controlling document.

**1. Architectural Review Committee (ARC).** Owners shall not construct or install improvements, artificial vegetation, exterior sculptures, buildings, garages, sheds, fences, walls, fountains, flags, or similar items upon any portion of a Lot. Any changes or additions to the exterior of a home or its landscape must agree with the ARC guidelines and be approved by our ARC. This includes any changes or additions to the landscaping, paint, light fixtures, fences/walls, or landscape décor, such as rocks, sculptures or art.

All exterior modifications to any lot must be submitted for review through the Association's **ARC** in accordance with Article IX of the Declaration. The ARC must review and approve all plans, materials, paint colors, roof colors, plant types, etc. for every proposed property improvement (architectural or landscape) project before work can commence. Application forms are found at [whisperduneshoa.com](http://whisperduneshoa.com). The application forms serve as a checklist for you and the ARC to ensure that all major elements have been considered in the design of your project.

**2. Landscaping.** The Association contracts a single landscape service provider to maintain all landscaping needs in the community. The role of the landscape provider is to maintain the lawns by mowing, trimming, edging, fertilizing, weed control, insect control, hedging, pruning, and cleaning debris. Neither the landscape provider nor the HOA are guarantors of the grass in individual lawns unless they are directly responsible for its decline/demise. In the event of a plant or tree dying, it is the responsibility of the homeowner to remove the dead vegetation and replace it. This does not apply to the 25' buffer. Trees shall not be cut or removed without prior written approval by the Board. All new trees must have approval before they are planted. New trees cannot be planted in easements. Fruit trees are not allowed except in containers.

**3. Parking.** Owners shall park their vehicles within the garage portion of Owner's Residence or on non-shared driveways, in other parking areas in Whisper Dunes designated by Developer or the Association. All parking within the Whisper Dunes shall be in accordance with the rules and regulations adopted from time to time by the Board. Because guest parking may be limited in some areas, each Owner is specifically cautioned that they and the occupants of their Residence may be limited or restricted as to the number of vehicles they may park or store in Whisper Dunes. Any vehicle parked in violation of this Rule is subject to being tagged. Homeowners connected to vehicles with repeat tags are subject to fines. No on-street parking will be permitted unless for special events approved in writing by the Association. However, parking is allowed in designated, marked, parking spaces on Sand Oaks Blvd, Fox Glove Lane, and Spruce Pine Dr. (other than those directly adjacent to the mailboxes). There is no overnight parking allowed at the pool unless approved by the Board and a temporary parking permit issued. Do not drive through or park on landscaped portions of a Lot. Owners who share the villa motor courts shall park all vehicles within the garage or in designated parking spaces. Vehicles should not be parked anywhere within the 32' Villa Motor Court easement, including in front of a garage or in the ingress & egress from the street, except for the two spaces at the far end of either side of the Villa Court.

**4. Vehicles and Recreational Equipment.** Except for law enforcement vehicles, no truck or commercial vehicle, limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer, golf cart or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule the following definitions shall apply:

**"Truck"** means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless, if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as hereinafter defined) are permitted to park on the driveway of a Residence.

**"Commercial Vehicle"** means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

**Repairs** – No maintenance or repairs shall be performed on any vehicles upon any portion of the Property other than in a closed garage, for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle will be tagged.

**Golf Carts** – All golf cart drivers must have valid driver's license and must obey all traffic signs posted. Golf carts must be stored in a garage during the night.

**5. No Short-Term Rentals** – Owners shall be allowed to lease or rent their Residences, provided that any such lease or rental agreement shall require the tenant thereunder to comply with terms and conditions of the Governing Documents, including these Rules and Regulations, and provided that such lease or rental and tenancy is otherwise in compliance with, and rules and regulations promulgated by the Board. No lease or rental of a Residence shall be for a term of less than seven (7) months. In the event of a broken lease, a new lease or rental agreement cannot be started until a minimum of 7 months from the start of the previous lease. All leases or rental agreements must be submitted to the Association at least five (5) days prior to the commencement of the lease or rental agreement. Failure to submit lease or rental agreements as specified could result in fines to the homeowner. No time-sharing plan as defined in Chapter 721, Florida Statutes (2007), as amended, or any similar plan of fragmented or interval ownership of Residence shall be permitted on the Property, and no attempt to create same by lease, rental agreement, or otherwise shall be allowed. Homeowners are referred to Article XII, Section 12.1, 12.2 and 12.3 for more information. Leases or rental agreements are not allowed for a portion of the Residence only, i.e., specific rooms or a specific portion of the Residence. Except as specifically provided for in these Rules and Regulations and the Declarations, no use shall be made of Lots other than for residential purposes. Each Residence shall be occupied as a private residential dwelling by no more than six (6) Persons at any one time.

**6. Nuisances.** No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

**7. Holiday and Outside Lighting.** Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of Residences and upon Lots in the manner permitted hereunder, commencing on October 15th, and shall be removed not later than January 15th of the following year. With regard to those portions of a Lot maintained by the Association (if any), no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting and decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front yard of the Lot, provided that (i) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within the shrubs, and (ii) such placement shall not otherwise interfere with the mowing of the grass on the Lot by the Association (if any).

Except for the foregoing seasonal holiday lights, and any exterior lighting initially installed by the one the community developers or the Association, no spotlights, flood lights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or upon the Common Area or any part thereof.

**8. Pets.** Owners may keep and maintain no more than a total of two (2) household pets on each Lot. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds; provided, however, dogs weighing more than one hundred (100) pounds at maturity are not permitted and pit bull terriers

are not permitted. Service animals are included in the count of allowed animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within Whisper Dunes, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of Whisper Dunes unless the owner of the pet physically removes any such excretions from that portion of Whisper Dunes.

**9. Pool Rules.** The community pool and cabana are for the use of homeowners and their guests only. Sharing pool access codes to non-residents other than short term guests and service personnel, will result in recoding of the pool access locks with the expense of the recoding effort paid by the homeowner who shared the code. The homeowner who shared the code may also lose pool privileges. The community pool and cabana cannot be reserved for private parties or gatherings. Pets, bicycles, skateboards, and remote-controlled vehicles of any type are not allowed in the pool and cabana area. Children under the age of 15 must be accompanied by an adult. Babies must wear a swim diaper. Glass containers are not allowed on the pool deck. There is no overnight parking allowed at the pool unless approved by the Board and a temporary parking permit issued. No running or diving is allowed. No food shall be allowed within four (4) feet of the community swimming pool. No loud or offensive music shall be played. Pool hours are from 6:00 a.m. to 10:00 p.m. (local time). **There are no lifeguards. Anyone using the pool does so at their own risk.**

**10. Signs & Flags.** Signs are not permitted on any Lot. Signs are not permitted in windows that can be seen from the street, sidewalk, or neighboring residence. The only sign permitted is a single sign for purpose of advertising the sale of Residence. Signs must be taken down no later than the day of closing. Open House signs shall be in the yard of the home and in the Lighthouse roundabout only and immediately removed after the event and/or at night.

Flags: A flagpole for only the American flag attached to the building is allowed. Any flag, other than the American flag, including but not limited to sports, welcome, garden, school, etc., is limited to one (1), may not be more than 14"x20" and must be placed in the landscaping bed or on the front porch.

**No political signs or flags are allowed.**

**11. Mailboxes.** All mailboxes shall be centrally located in one or more clusters within the Common Area and shall meet the requirements of the United States Postal Service for multiple mailboxes and shall otherwise conform with the criteria of the applicable governmental authority as to the type of mailboxes allowed and the specific distance needed.

**12. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment.** Trash containers must be stored inside the garage or not visible from any adjoining Lot or any Street. Trash containers may be placed on the street no earlier than 5:00pm the night before the designated collection day and must be returned to storage before 6:00pm on the day of collection. All trash must be kept only in the closed containers.

Whisper Dunes has coordinated with Nates Sanitation Service as its exclusive trash service. We are encouraging all Owners to obtain Nates as their trash service.

**Nates Sanitation Service - MAIL: PO Box 35235 ZIP 32412 PHYSICAL ADDRESS: 1151 East 15th Street  
Panama City, Florida 32405 PHONE: 850-769-4304**

Other than one (1) portable propane tank for use with an outdoor barbeque grill, no oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board and such tanks shall be located so they cannot be seen from other Lots, Common Area or Streets. Permanent propane tanks are to be buried, comply with NFPA, and local fire code-requirements and connections not visible from the street or adjoining lots. Plans to hide the tank connections must comply with ARC guidelines and approved by the ARC. ARC approval for the tank installation including the plan to hide the tank connections must be in place before tank installation. Such tanks shall have a minimum ten-foot (10') setback from shared property lines. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**13. Games and Play Structures and Outdoor Equipment.** No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any Lot. All bicycles, toys and outdoor recreational equipment must be taken inside the Residence at night. **Prohibited outdoor items:** Freestanding car parking structures, tree houses, playhouses taller than 6 ft, front yard recreational equipment, dog houses, dog runs and animal pens, clothes drying lines and structures, window, or wall a/c units.

**14. Garages.** Garage doors shall be closed except when reasonably necessary for use of garage and shall not be permanently enclosed or screened. No garage may be converted for use as living space, office or for any purpose other than as a garage.

**15. Garage Sales or Yard Sales.** No "Garage Sales" or "Yard Sales" or similar sales, by whatever name given or ascribed to the same shall be conducted or permitted on or within the Lots without prior written approval by the Board.

**16. Business Use.** No trade or business may be conducted in or from any Lot. Except that an Owner or occupant residing on any Lot may conduct business activities within the Lot so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (2) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (3) the business activity does not involve persons coming onto the Property who do not reside in the Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this herein shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

**17. Antennas, Aerials, Satellite Dishes.** Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices (other than security cameras), antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices cannot be affixed to the building or roof. Owners shall use their best efforts to locate the satellite television reception devices, so they are not visible from any Street fronting the Residence.

**18. Rooftop Structures.** No antennas, discs, dishes, appliances, equipment (including air conditioning equipment), skylights, hot water flues or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed, or maintained upon the exterior roof of any Residence. No protrusions through roofs shall be permitted.

**19. Property Maintenance** Each Lot and all improvements and landscaping thereon, shall always be kept and maintained in a safe, clean, wholesome, and attractive condition and shall not be allowed to deteriorate, fall into disrepair, or become unsafe or unsightly. No weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance, and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance, and restoration. The lien herein provided will be subordinate to a first mortgage lien.

**20. Requirement to Maintain Insurance.** Each Owner shall be required to obtain and maintain homeowner's insurance on that Owner's Residence with the Association named as an additional insured. All Residences shall be insured in an amount equal to the maximum insurable replacement value coverage shall afford protection against:

1. Loss or damage to the Lot and Residence by fire and other hazards covered by a standard extended coverage endorsement.
2. All risks of loss to the Lot and Residence, the contents thereof, or the personal liability related thereto; and
3. Such other risks as from time to time shall be customarily covered with respect to personal residences similar in construction, location and use as the Residences, including but not limited to

sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

Each Owner shall be required to supply the Board, with evidence of insurance coverage on that Owner's Residence which complies with the provisions of this Section. Evidence of this insurance shall be forwarded to the Association's Property Manager. Their name and address can be found at [www.whisperduneshoa.com](http://www.whisperduneshoa.com). Without limiting any other provision of these Rules and Regulations or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with their obligations hereunder.

Owners in the "DR Horton Townhomes Neighborhood, 308 through 359 Sand Oak Blvd, and 94 to 114 Fox Glove Lane, have insurance for the building exterior provided for by the Association. Homeowners must provide insurance for the interior (sheetrock, walls, etc.) and personal property including appliances. Homeowners are advised to review Supplement 5 of the Declarations for more details regarding insurance requirements.

**Non-Compliance Remedies - Imposition of Fines for Violations.** The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests, and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of these Rules and Regulations or with the Declaration of Covenants, Conditions and Restrictions of Whisper Dunes.

1. A fine may be levied based on each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.
2. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest, or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.
3. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest, or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest, or invitee shall have a right to be represented by counsel and to cross-examine witnesses.
4. The Violations Committee may impose Specific Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest, or invitee. Specific Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Specific Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.