

SUNTERRA HOA, INC.

C/O Sea Breeze Community Management Services, Inc.
4227 Northlake Boulevard
Palm Beach Gardens, FL 33410
(561)626-0917 Fax (561)626-7143
www.seabreezecms.com

Tenant Application

(last updated 5/2018)

COMPLETE ITEMS 1 TO 15 & SUBMIT 15 DAYS PRIOR TO MOVE-IN DATE. Old application packages will not be accepted our most current application package is available online at the Sea Breeze website.

MAIL OR DROP OFF APPLICATION PACKAGE AT OUR OFFICE ONLY.

If copies needed a charge of 25 cents per page is required

If the application is not completed, the application will be RETURNED and WILL NOT be approved.

- ____ 1. Application for occupancy form (all information must be completed). (pg. 3-6)
- ____ 2. Addendum to lease to be completed by owner(s) and tenant(s). (pg.7)
- ____ 3. Pet registration form. (pg. 8)
- ____ 4. Each adult (18 and over) renting or residing in unit to complete occupant certification. (pg. 9)
- ____ 5. Owner(s) complete owner certification. (pg. 10)
- ____ 6. Residential screening request & disclosure & authorization agreement to be completed by all ADULTS (18 and over) renting or residing in unit. (pg. 11-12)
- ____ 7. Gate clicker/permit sticker request form and policy. (pg. 13)
- ____ 8. Certificate of Approval to be completed by each adult (18 and over). Fill in the blanks where the paper request for the property address, owner's name, tenant's name, tenant's signature and date. This paperwork is required for approval. The approval is not authorized until the bottom section of the page is completed by an authorized Board Member or Property Manager. (pg. 14)
- ____ 9. All adults (18 and over) review the rules and regulations. Initial, sign and print you name at the bottom. These rules will be reviewed as well during the welcome meeting. (pg. 15-22)
- ____ 10. Provide a copy of the signed lease contract naming the owners, tenants and start & end date of term.
- ____ 11. Provide a copy of registration, proof of insurance
- ____ 12. Provide a copy of picture ID (driver's license or passport) for each adult (18 and over) renting or residing in unit.
- ____ 13. \$100.00 **CASH, MONEY ORDER OR CASHIER'S CHECK ONLY** per adult (18 and older), or married couple, representing a non-refundable application fee made payable to Sunterra HOA, Inc.
- ____ 14. \$100.00 **CASH, MONEY ORDER OR CASHIER'S CHECK ONLY** representing a non-refundable administrative fee made payable to Sea Breeze CMS, Inc.
- ____ 15. Out of the country applicants are subject to completing additional paperwork and fees as determined by our screening company. Please contact our office prior to submitting the application to obtain additional paperwork and fee amount. If additional fees are needed this is non-refundable and made payable to The Sunterra HOA, Inc. **CASH, MONEY ORDER OR CASHIER'S CHECK ONLY will be accepted.**

Application Criteria

An applicant **may not** be approved based on one or more of the following:

1. Application not completed in full.
2. False information provided in application.
3. Background reports.
4. A minimum credit score of 600.
5. Applicant receives housing assistance, including but not limited to Section 8
6. Lease term is established for less than six (6) months.
7. Leasing unit more than once (1) in a twelve (12) month period.
8. A boat, trailer, motorbike, recreational vehicles or commercial vehicle is parked at the property, unless stored within the enclosed garage.
9. There is more than two (2) pets.
10. Lease renewals or extension must be approved by the Board.

Current Information (All information must be printed and legible throughout the documents).

Sunterra Property Address _____

Name of Current Owner: _____

Owner Phone Number: _____ Email Address: _____

Name of Tenant(s): _____

Tenant(s) Phone Number: _____ Email Address: _____

Lease Term: Start _____ End _____

Realtor Name & Phone Number: _____

APPLICATION FOR OCCUPANCY

OCCUPANT(S) INFORMATION:

Information regarding each person to reside in the unit (including children). (Use a separate sheet of paper for information regarding all additional residents, as needed.)

Name [Print-must be legible.]	Age	Relationship to Tenant
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

LICENSED DRIVERS: To be residing in the community

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

Others: _____

VEHICLES:

Make & Model of Vehicle	License Number	Color	State Registered

EMERGENCY CONTACTS:

1) In case of Emergency notify: _____ Relationship: _____
Address: _____ Phone: _____

2) In case of Emergency notify: _____ Relationship: _____
Address: _____ Phone: _____

PERSONAL REFERENCES: (DO NOT LIST RELATIVES). Each adult (18 and over) occupant must have 2 references if they cannot provide 2 prior landlords.

1) Tenant Name: _____ Relationship: _____
Name of Personal Reference: _____ Phone: _____
Address: _____

2) Tenant Name: _____ Relationship: _____
Name of Personal Reference: _____ Phone: _____
Address: _____

CURRENT RESIDENCE: Provide current residence for each adult (18 and over) occupying the unit. Use separate sheet of paper, if necessary.

1) Tenant Name: _____
Current Address: _____
I/We have _____ owned (give length of time) _____
I/We have _____ rented Start (mm/dd/yyyy): _____/_____/_____
End (mm/dd/yyyy): _____/_____/_____
Name of Landlord or Mortgage holder: _____
Address of Landlord or Mortgage holder: _____
Phone Number of Landlord or Mortgage holder: _____

2) Tenant Name: _____
Current Address: _____
I/We have _____ owned (give length of time) _____
I/We have _____ rented Start (mm/dd/yyyy): _____/_____/_____
End (mm/dd/yyyy): _____/_____/_____
Name of Landlord or Mortgage holder: _____
Address of Landlord or Mortgage holder: _____
Phone Number of Landlord or Mortgage holder: _____

RESIDENCE HISTORY: Provide previous residence history for each adult (18 and over) occupying the unit. If less than 5 years, provide residence history on a separate sheet, if necessary.

1) Tenant Name: _____

Previous Address: _____

I/We have _____ owned (give length of time) _____

I/We have _____ rented Start (mm/dd/yyyy): _____/_____/_____ End (mm/dd/yyyy): _____/_____/_____

Name of Landlord or Mortgage holder: _____

Address of Landlord or Mortgage holder: _____

Phone Number of Landlord or Mortgage holder: _____

2) Tenant Name: _____

Previous Address: _____

I/We have _____ owned (give length of time) _____

I/We have _____ rented Start (mm/dd/yyyy): _____/_____/_____ End (mm/dd/yyyy): _____/_____/_____

Name of Landlord or Mortgage holder: _____

Address of Landlord or Mortgage holder: _____

Phone Number of Landlord or Mortgage holder: _____

WORK HISTORY: Provide work history on all adult (18 and over) occupants, use separate page if necessary. If less than 5 years, provide previous employer info on separate page.

1) Tenant Name: _____

Employer _____

Phone _____

Address _____

Position _____

Supervisors Name _____

Employed From _____ To _____

Reason for Leaving _____

Annual Income _____

2) Tenant Name: _____

Employer _____

Phone _____

Address _____

Position _____

Supervisors Name _____

Employed From _____ To _____

Reason for Leaving _____

Annual Income _____

I give authorization to Sunterra HOA Inc. or its agents to contact any and all references listed.

Signature

Signature

Printed Name

Printed Name

Date

Date

CRIMINAL BACKGROUND:

I understand a Nationwide Law Enforcement Investigation is required and will be done.

1) Have you (or any other occupants) ever been convicted of a State or Federal offense:

_____ Yes _____ No If yes provide detail: _____

2) Are you (or any other occupants) presently awaiting trial on any criminal offense?

_____ Yes _____ No If yes provide detail: _____

If yes to any of the above, give occupants name, dates, name of court, and details of conviction (use separate sheet of paper, if necessary).

ADDENDUM TO LEASE

Fill in the blanks. Both landlord(s) and tenant(s) must print name and sign. A witness to both the landlord(s) and tenant(s) signature is required, witness must print name and sign.

THIS ADDENDUM is made between _____ (“Landlord”) and _____ (“Tenant(s)”) effective this _____ day _____ 20_____ and is intended to and shall supplement, amend and modify that certain Lease dated _____ regarding Unit _____, in the following respects:

1. Tenant(s) are subject to and shall abide by all covenants and restrictions and rules and regulations set forth in the Declaration of Covenants, Conditions and Restrictions for Sunterra HOA Inc. If the tenant(s) fails to comply with the rules and regulations the association has the right to evict the tenant(s).

2. In the event the landlord/owner becomes delinquent in payment of assessments (regular or special) or other charges to the Association, the Association may notify the tenant. Upon such notification the tenant shall be obligated to pay the rent required under the lease to the Association, until all delinquent assessments and other charges have been paid in full. During the period of time the tenant is paying the rent to the Association, the Landlord shall not seek to evict the tenant for non-payment of rent.

Witness:	LANDLORD(S)
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

Witness:	TENANTS(S)
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

Pet Registration Form

Fill in the blanks. Submit a recent picture of each pet. Sign and date acknowledgement.

Unit Owner or Resident _____

Unit # _____ Address _____ Phone # _____

Type of pets; (Please circle) Dog Cat Bird Other (specify) _____

Veterinarian's Name _____ Veterinarian's Phone # _____

1) Pet Name _____ Pet Age _____ Pet Current Weight _____
Pet license/ Tag Number _____ Pets Estimated Maximum Weight at Maturity _____
Breed: _____

Please attach recent photo of pet here



Please list pet's rabies shot record below

2)
Pet Name _____ Pet Age _____ Pet Current Weight _____
Pet license/ Tag Number _____ Pets Estimated Maximum Weight at Maturity _____
Breed: _____

Please attach recent photo of pet here



Please list pet's rabies shot record below

I am aware of the association's rules, regulations and restrictions regarding pets on property and agree to abide by them.

Unit/ Pet owner's Signature _____ Date _____

PLEASE RETURN COMPLETED FORM WITH PHOTO(S) TO THE OFFICE

OCCUPANT CERTIFICATION

Each adult (18 and over) renting or residing in unit to print name, sign and date.

By my signature below, I *hereby* certify

- 1) That all of the information contained in this application is true and complete and I/we give my/our permission for a nationwide law enforcement background investigation and credit history verification.
- 2) That I/We understand and agree that *False* or Misleading information given in this application constitutes grounds for rejection of this application and revocation of my right to reside on this property.
- 3) That the unit I/We occupy may not be leased or sub-leased without the express written approval of the Sunterra HOA, Inc.
- 4) That no persons other than those shown on this application will reside in the unit and I/We agree that anyone moving into the unit at a later date will be registered with the Association and a background investigation done at the occupant's expense prior to occupancy.

Print Name of Occupant 1

Signature of Occupant 1

Print Name of Occupant 2

Signature of Occupant 2

Print Name of Occupant 3

Signature of Occupant 3

Print Name of Occupant 4

Signature of Occupant 4

Date Signed _____

OWNER CERTIFICATION

Owner to sign and date. A witness to the owners(s) signature is required, witness must sign and date.

By my signature below I/We hereby certify:

- 1) That the information contained in this application is true and accurate to the best of my knowledge.
- 2) That a copy of the lease agreement or sales contract is attached, and that there are no other agreements concerning this lease, rental, or potential purchase.
- 3) That the unit owner is responsible for any and all costs related to damages to community property and/or violation of the Documents of Sunterra HOA, Inc and that these costs include actual damage and all costs and fees paid for the association's attorney as may relate to the owners, tenants and/or the guests of such tenants.

I/we hereby authorize the Association to evict a tenant at my (unit owner) expense in any case where my tenant fails to abide by the Documents of Sunterra HOA, Inc.

I/We understand and agree to pay the fines issued by the Association Fining committee for violations of the Association's Documents and Sunterra HOA, Inc. any and all remedies available by law to correct a violation of governing documents.

Signature of Owner: _____ Date _____

Signature of Co Owner: _____ Date _____

Signature of Witness: _____ Date _____

OFFICE USE ONLY:

Sale () Lease () Unit Address: _____

APPROVED () DENIED () DATE: _____

Board of Director's Signature or Authorized Board Representative: _____

REASON DENIED: _____

LEASE DATES: Start _____ End _____ By _____

Sunterra/ Ref# _____

RESIDENTIAL SCREENING REQUEST

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cell#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A _____

Supervisor: _____ N/A _____ Salary: _____ N/A _____

Employed From: _____ To: _____ Title: _____ N/A _____

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A _____

Landlord: _____ N/A _____ Rent: _____ N/A _____

Rented From: _____ N/A _____ To: _____ N/A _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

- For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

SUNTERRA HOMEOWNERS ASSOCIATION, INC.
c/o Sea Breeze CMS, Inc.
4227 Northlake Boulevard
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www.seabreezecms.com

GATE AND VEHICLE INFORMATION FORM

GATE INFORMATION: MUST BE COMPLETED TO BE ENTERED IN THE GATE CALL BOX.

In an effort to complete the information needed to activate the entrance gates, please provide the following information to be entered into the call box at the gate. There is a limit of 2 names per home in the call box.

Sunterra Property Address: _____

1. LAST NAME: _____ FIRST NAME: _____

TELEPHONE # FOR CALL BOX: _____

2. LAST NAME: _____ FIRST NAME: _____

TELEPHONE # FOR CALL BOX: _____

ADDITIONAL INFORMATION:

IF YOU OWN/USE A MOTOR VEHICLE (S) PLEASE COMPLETE THE FOLLOWING:

MAKE/MODEL OF 1ST VEHICLE _____ YEAR _____ LICENSE PLATE _____

MAKE/MODEL OF 2ND VEHICLE _____ YEAR _____ LICENSE PLATE _____

GATE CLICKERS:

Gate clickers can be purchased at the Sea Breeze office. They are **\$50.00 each**. You **MUST** present your vehicle registration (**registered to the Sunterra address only**) at time of purchase.

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CERTIFICATE OF APPROVAL FOR LEASE

The undersigned authorized representative **Sunterra HOA, Inc.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: _____ Unit Address: _____

Owner(s): _____

Tenant(s): _____

The above Tenant(s) as evidenced by Tenant(s) signature(s) below hereby acknowledge receipt of the Rules and Regulations for association and agree and understand that condition of approval is adherence to all the community rules. Failure to abide by the rules and regulations for the association will result in non-renewal of lease approval and possible eviction from the unit.

Tenant(s) Printed Name

Tenant(s) Printed Name

Tenant(s) Signature

Tenant(s) Signature

Date

Date

This is to certify that the above named Tenant(s) have complied with the above statements and hereby obtain the approval of Sunterra HOA Inc.

By: _____ As: _____ Date: _____

Signed on Behalf of the Board of Directors

As stated for the Association documents the owner has provided me which a copy of the document set for Sunterra HOA , Inc. I agree to abide by the document set. By signature below I agree to this statement.

Tenant(s) Printed Name: _____

Tenant(s) Signature: _____

Date: _____

Emergency Contact:

If for any reason there is an emergency concerning your property please provide the best number that we can call.

Emergency Contact Name

Emergency Contact Number

Property Address: _____

Signature of Buyer/Renter acknowledged understanding and agreement to comply with the rules for Sunterra HOA, Inc.

Buyer/Renter Signature

Buyer/Renter Signature

Buyer/Renter Printed Name

Buyer/Renter Printed Name

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PARKING AND RULES ENFORCEMENT

Dear Sunterra Owners:

Parking is still a considerable problem within our community. The parking of vehicles along the roadway, commons areas and grass has created both a safety concern and an unpleasant appearance. To address this issue, the Board of Directors wants to remind you of Exhibit C, Section 2(a) of your association documents and remind you of the following plan to address the issue:

- There will be NO OVERNIGHT parking in the streets, grass, or any portion of the common areas (other than designated guest/resident parking in the pool area with a pass from the Sea Breeze). Overnight parking is being defined as 11 PM to 6 AM.
- There will be NO PARKING ON THE GRASS OR COMMON AREAS (other than designated guest/resident parking in the pool area with a pass from the Guard House) at any time. This includes your front lawn and the swales.
- There will be NO PARKING of COMMERCIAL VEHICLES OR EQUIPMENT, MOBILE HOMES, CAMPERS and SIMILAR RECREATIONAL VEHICLES, GOLF CARTS, BOATS and other WATERCRAFT, TRAILERS, STORED VEHICLES, or INOPERABLE VEHICLES in places other than enclosed garages.
- COMMERCIAL VEHICLES are defined as any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior....
- Any violation reported or seen by management will result in one violation letter as a warning and then notice to fine if seen again. Fines are \$100 per day up to \$1,000.
- Daytime street parking will be permitted with a guest pass from the Sea Breeze on the designated street side. The permitted parking locations will follow State of Florida guidelines defined in Section 5.31.3 of the 2012 Florida Driver's Handbook. A copy of the Handbook can be found at <http://www.flhsmv.gov/handbooks/EnglishDriverHandbook.pdf>. Section 5.31.3 states the following:

Section 5.31.3 - Where Parking is **Not** Allowed

- On the roadway side of another parked vehicle (double parking).

- On crosswalks.
 - On sidewalks.
 - In bicycle lanes
 - In front of driveways.
 - By curbs painted yellow or where “No Parking” signs are posted.
 - Within intersections.
 - Within 15 feet of a fire hydrant.
 - Within 20 feet of an intersection.
 - Within 20 feet of the entrance to a fire, ambulance or rescue squad station.
 - Within 50 feet of a railroad crossing.
 - On the hard surface of a highway where parking spaces are not marked.
 - On any bridge or overpass or in any tunnel.
 - Within 30 feet of a rural mail box on a state highway between 8 a.m. and 6 p.m.
 - Within 30 feet of any flashing signal, stop sign or traffic signal.
 - In such a way that you block or create a hazard for other vehicles.
- Violation of the established parking rules by a vehicle will be handled in the following manner:
 - First and Second Violation: A warning will be issued.
 - Third and subsequent violations: Vehicle towed at owner’s expense and or subject to fines.
 - To enforce the aforementioned parking rules, the Board has a current contracted with Garing Parking Enforcement.

Enforcement of the parking regulations will keep Sunterra’s streets safer and improve the appearance of the community to all.

Sincerely,
The Board of Directors

EXHIBIT "C"
Initial Use Restrictions

The following restrictions are covenants running with the land shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to procedures of the Declaration.

1. General. The properties submitted to this Declaration shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration. Such purposes may include, without limitation, an information center and/or a sales office for Declarant and/or any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A" or Exhibit "B," offices for any property manager retained by the Association, business offices for Declarant and the Association, and public facilities.

2. Restricted Activities. The following activities are prohibited with the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, Declarant or the Board of Directors:
 - (a) Parking of any vehicles on streets or thoroughfares, and parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages, except temporarily during loading and unloading: however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias; and

 - (b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs (except that no Pit bulls are allowed), cats, or other household pets of the nature commonly sold in pet stores located within regional malls in urban areas may be permitted in a Lot (not to exceed a total of two (2) such pets); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the dog shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law. Dog runs, animal pens or similar fenced areas for pets or animals are prohibited; and

 - (c) Any activity which emits foul or obnoxious odors outside the Lot or creates an unreasonable level of noise or other conditions which tend, in the Board's judgment, to unreasonably disturb the peace or threaten the safety of the occupants of other Lots (this paragraph shall not preclude

normal and customary use of power tools, lawn mowers, and other yard maintenance equipment during reasonable hours): and

- (d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation; and
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy or noisy condition to exist outside of enclosed structures on the Lot: and
- (f) Any noxious or offensive activity which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots; and
- (g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of construction by Declarant or a person authorized to do so by Declarant constructing a dwelling of a Lot: and
- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Lots, except alarm devices used exclusively for security purposes; and
- (i) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff; and
- (j) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers; and
- (k) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; however, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent; and
- (l) Discharge of firearms; provided, no Association director, officer, employee or managing agent shall have any duty to become physically involved to stop such discharge; and
- (m) On-site storage of gasoline, heating. Or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers, pool,, spa and hot tub heaters, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV; and
- (n) Any yard sale, garage sale, moving sale, rummage sale, or similar activity , except on such dates as the Board may designate for such activities to be conducted on a community wide basis; and

- (o) Capturing, trapping, or killing of wildlife within the Community (other than by or on behalf of the Association, Declarant or by a representative or designee of a Governmental Authority except in circumstances posing an imminent threat to the safety of persons in the Community; and
- (p) Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community (except as may be approved pursuant to Article IV), to which use excessive amounts of water or which result in unreasonable levels of sound or light pollution; and
- (q) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to article IV, or use of any garage for storage or other purposes which preclude its use for parking of that number of vehicles for which it was originally designed; and
- (r) Operation of motorized vehicles other than mowing equipment on pathways or trails maintained by the Association; and
- (s) Swimming, boating, fishing, use of personal flotation devices, fishing, or other active use of ponds, streams, or other bodies of water within the Community except that Declarant, its successors and assigns, shall be permitted to draw water from ponds, streams, and other bodies of water within the Community for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community; and
- (t) Entry onto any Lot for maintenance or other easement to access any lake, pond, preserve, wetland or similar area within the Community, except that the Owner and occupants of a Lot abutting any such area may access such area at points along the common boundary between such Owners Lot and such area (but shall not enter onto other Lots or portions of any maintenance or other easement abutting any other Lot) and the authorized agents, employees, contractors, and designees of the Declarant or the Association may enter upon any Lot or maintenance or other easement for the purpose of gaining access to any such area; and
- (u) Any construction, erection, placement, or modification of any structure or thing, permanently or temporarily on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, all signs, fences, basketball hoops, swing sets and similar sports and play equipment; children's play houses, clothes hanging devices; garbage cans; woodpiles; swimming pools, spas, and hot tubs; air conditioners; tanks; solar energy devices; docks, piers and similar structures; and landscaping, hedges walls, mailboxes, satellite dishes and antennas, except that:
 - (A) designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or

(B) designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(C) designed to receive television broadcast signals;

(“Permitted Antenna”) shall be permitted in rear yards of Lots or, if necessary to receive an acceptable quality signal, in side yards or front yards, in that order of preference; provided, unless prohibited by applicable law, any installation in the front yard of a Lot shall be subject to review and approval pursuant to Article IV of the Declaration, which review shall be completed within seven days of receipt of the application for review. The Reviewer or the Architectural Guidelines may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law. Declarant and/or the Association shall have the rights, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

a. a reasonable number of holiday and religious lights and decorations may be displayed on a Lot for up to 30 days prior to a publicly observed holiday or religious observance and up to 30 days thereafter without prior approval, subject to the right of the Association or Declarant to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Lots in the area; (B) draw excessive attention or traffic; (C) unreasonably interfere with the use and enjoyment of neighboring properties; or (D) cause a dangerous condition to exist. The Association shall have the right, upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversions, or damages of any kind except intentional misdeeds and gross negligence; and

b. one United States flag not exceeding 36” x 60” in size may be mounted on the exterior façade of the dwelling at a location approved pursuant to Article IV of the Declaration;

(v) picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify, ridicule, denigrate, or impugn the character of Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Community. Each Owner, by acceptance of the deed to any Lot shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech;

- (w) any activity which generates a level of noise audible to occupants of other Lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches or decks) between the hours of 11:00 p.m. and 8:00 a.m., except that during the construction of dwellings on the Lots, Declarant and builders may commence construction activities within the Community at 7:00a.m.; and
- (x) door-to-door solicitation within the Community.

3. Prohibited Conditions. The following shall be prohibited in the Community;

- a. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;
- b. Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fall into disrepair; and
- c. Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant, its designees, and the Association shall have the right to draw water from such sources.

4. Fences. Any fence constructed or placed on a Lot in accordance with the terms of this Declaration shall be (i) white aluminum or PVC rail picket type; (ii) with rails no wider than one inch and no closer together than three inches on center; and (iii) with a height of 48 inches, unless otherwise required by applicable governmental laws, statutes, ordinances, rules or regulations. Notwithstanding anything to the contrary in this Declaration, such white aluminum or PVC rail fences shall be the only type of fence which is permitted to be installed on the back or side of a Lot. Other fence requirements are as set forth in Section 4.1.