

# The Vineyards of Palm Beach Homeowners Association, Inc.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

[www.seabreezecms.com](http://www.seabreezecms.com)

Last updated 04/2020

## PURCHASE/RENTAL APPLICATION INSTRUCTIONS:

**Purchase:** \_\_\_\_\_ **OR:** **Rental:** \_\_\_\_\_  
Closing Date: \_\_\_\_\_ OR: Lease Term: Start \_\_\_\_\_ End \_\_\_\_\_  
Date completed application received: \_\_\_\_\_  
Notes: \_\_\_\_\_

### For Purchase & Rental:

Application completely filled out, if not, application will be returned unapproved.

Fill out this package completely, and submit to Sea Breeze CMS, Inc via mail or drop off the application package to the Sea Breeze office. Faxed and incomplete application packages will not be accepted.

**Applications must be submitted a minimum of 30 days prior to Closing Date or start date of the Lease.**

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

- \_\_\_1) Fill out the section of the application package. (pg. 3-5)
- \_\_\_2) Complete Pet Registration Form. (pg. 6)
- \_\_\_3) Residential Screening Request & Disclosure & Authorization Agreement to be completed by **ALL** adults 18 and over purchasing, renting or residing at the property. A credit and background report will be performed. **Extra copies may need to be printed.** (pg. 7 - 8)
- \_\_\_4) All adult occupants (18 and over) please review the Property Use Restrictions on pages 12 through 19 and sign, date and print your name on the Acknowledgment on page 20.
- \_\_\_5) Include a copy of photo I.D. for each adult 18 and over who will be residing in the unit. Passport or Driver's License for example.
- \_\_\_6) The property owner must provide the Association with a copy of the signed sales or rental contract along with this package.
- \_\_\_7) There is a **\$100.00** non-refundable Processing Fee **CASH, MONEY ORDER OR CASHIER CHECK ONLY**. Make payable to **Sea Breeze CMS, Inc.**
- \_\_\_8) **PLUS, \$100.00** non-refundable Application Fee **CASH, MONEY ORDER OR CASHIER CHECK ONLY**. Make payable to The Vineyards of Palm Beach HOA, Inc. per adult 18 and over (married couple and dependent children considered one applicant). Married couples with different last names, please include copy marriage license.

### Additional Requirements to Rent:

- \_\_\_1) Addendum to Lease to be completed and signed by both the Unit Owner(s) and Tenant(s). (pg. 9)
- \_\_\_2) 9) Tenant(s) sign Certificate of Approval. (pg. 11)

### Additional Requirements to Purchase:

- \_\_\_1) Signed and notarized Certificate of Approval. We need the original Certificate of Approval as needed for closing. (pg. 10)

## **Application Criteria**

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

1. Application not completed in full.
2. Falsifying information provided in the application.
3. No unit shall be permanently occupied by more than two (2) persons for each bedroom.
4. Lease:
  - No lease shall be for a period of less than three (3) months.
  - No unit may be leased more than two (2) times in any consecutive 12-month period.
5. Prohibited Vehicles:
  - Vehicles over ½ ton capacity.
  - Boats and trailers over 22'
  - No commercial vehicles, recreational vehicles, campers, or trailers may be parked outside the unit overnight.
  - Vehicles must be in good condition and repair.
  - Vehicles must display a current license plate and operate under its own power.
  - Motorcycles mopeds, and all-terrain vehicles are not permitted to be operated within the property or stored outside the enclosed garage.
  - Motorized vehicles must have appropriate noise muffling equipment
6. Pets:
  - No more than two cats or two dogs or one cat and one dog is permitted at any unit.
  - Not pit-bull terriers.

**CURRENT INFORMATION**

(All information must be printed and readable)

The Vineyards Property Address: \_\_\_\_\_

Name of Current Owner: \_\_\_\_\_

Current Owner Phone Number: \_\_\_\_\_

Current Owner Email Address: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Applicant(s) Phone Number: \_\_\_\_\_

Applicant(s) Email Address: \_\_\_\_\_

Realtor Name & Phone Number: \_\_\_\_\_

**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 Buyer/Tenant
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**LICENSED DRIVERS:** To be residing in the community

Name: \_\_\_\_\_ License # \_\_\_\_\_ State: \_\_\_\_\_

Name: \_\_\_\_\_ License # \_\_\_\_\_ State: \_\_\_\_\_

Name: \_\_\_\_\_ License # \_\_\_\_\_ State: \_\_\_\_\_

Name: \_\_\_\_\_ License # \_\_\_\_\_ State: \_\_\_\_\_

**EMPLOYMENT:**

1) Applicant's Name: \_\_\_\_\_ 2) Applicant's Name: \_\_\_\_\_

Employer \_\_\_\_\_ Employer \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

Employed From \_\_\_\_\_ To \_\_\_\_\_ Employed From \_\_\_\_\_ To \_\_\_\_\_

**VEHICLES:**

Make & Model of Vehicle	License Number	Color	State Registered

**EMERGENCY CONTACTS:**

In case of Emergency notify: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_

**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 occupant's name, dates, name of court, and details of conviction (use separate sheet of paper, if necessary).

**Acknowledgement**

**THIS APPLICATION PACKAGE FOR SALE/LEASE IS EXECUTED BY THE PARTIES ON THE DATES SPECIFIED BELOW. IF ANY PARTY DOES NOT UNDERSTAND THIS APPLICATION, THE PARTY SHOULD SEEK LEGAL ASSISTANCE.**

I/we declare the above information to be true and correct.

\_\_\_\_\_  
Printed Name: Buyer/Tenant

\_\_\_\_\_  
Printed Name: Buyer/Tenant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Written Consent to Receive Official Notices by Electronic Transmission

I, \_\_\_\_\_, as an owner of the following property \_\_\_\_\_ (print name)

Community Name: The Vineyards of Palm Beach Homeowners Association, Inc.

Community Address: \_\_\_\_\_

and on behalf of all the owners of the property hereby provide Written Consent to receive all Official Notices from the Association by Electronic Transmission to the following email address.

Email Address: \_\_\_\_\_

NOTE: I understand that I am responsible to ensure such Electronic Transmissions are not blocked by a spam filter or other type of filter. I further understand that notwithstanding such opt-in the Association may, from time to time, still provide notices to me via U.S. mail at my official mailing address maintained with the Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## Update Form

If you do NOT want to opt in as per above, but would like to still access the Owner Access Tops Portal to view your account and receive Community bulk emails please provide your information below.

Community Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Community Address: \_\_\_\_\_

Alternative Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_

Comments: \_\_\_\_\_

# 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 \_\_\_\_\_ Breed: \_\_\_\_\_

Pet Age \_\_\_\_\_ Pet license/ Tag Number \_\_\_\_\_

Pet Current Weight \_\_\_\_\_ Pets Estimated Maximum Weight at Maturity \_\_\_\_\_

Please attach recent photo of pet here



Please list pet's rabies shot record below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Pet Name \_\_\_\_\_ Breed: \_\_\_\_\_

Pet Age \_\_\_\_\_ Pet license/ Tag Number \_\_\_\_\_

Pet Current Weight \_\_\_\_\_ Pets Estimated Maximum Weight at Maturity \_\_\_\_\_

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 \_\_\_\_\_

*The Vineyards of Palm Beach HOA, Inc./ 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.



**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 Ironwood 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

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## CERTIFICATE OF APPROVAL FOR SALE

The undersigned authorized representative of **THE VINEYARDS OF PALM BEACH HOA INC.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: \_\_\_\_\_ Unit Address: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

The above Buyer(s) as evidenced by Buyer(s) signature(s) below hereby acknowledge receipt of the Declaration of Covenants, Articles of Incorporation, By-Laws, Rules and Regulations and any Amendments to the Documents for the Association, and agrees to be bound by said Documents. Upon closing of the unit, Buyer(s) understands that it is the responsibility of the Buyer(s) to furnish the Association with a recorded copy of the deed of conveyance indicating the Buyer(s) mailing address for all future assessments and correspondence from the Association.

\_\_\_\_\_  
Buyer(s) Printed Name

\_\_\_\_\_  
Buyer(s) Printed Name

\_\_\_\_\_  
Buyer(s) Signature

\_\_\_\_\_  
Buyer(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, By: \_\_\_\_\_ who is personally known to me or who has produced a valid Florida driver's license as identification.

Notary Signature & Stamp:  
\_\_\_\_\_

This is to certify that the above-named Buyer(s) have complied with the above statements and thereby obtained the approval of **The Vineyards of Palm Beach HOA, INC.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Board of Director

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## CERTIFICATE OF APPROVAL FOR LEASE

The undersigned authorized representative **The Vineyards of Palm Beach 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 **The Vineyards of Palm Beach HOA, Inc.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Board of Directors

# The Vineyards at Palm Beach HOA

## Property Use Restrictions

### 7. USE RESTRICTIONS.

7.1 One UNIT Per LOT. Only one UNIT shall be constructed on any LOT.

7.2 Garages. Each UNIT shall have an attached garage providing parking for at least one automobile. All garage doors shall remain closed when not in use.

7.3 Occupancy. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

7.4 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any LOT or UNIT, without the consent of the APPROVING PARTY. The foregoing shall not prohibit any OWNER from leasing his UNIT.

7.5 Leases. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of all leases shall be delivered to the APPROVING PARTY prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT may be leased more than two times in any consecutive 12-month period, without the consent of the APPROVING PARTY.

7.6 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat in appearance and in good condition.

7.7 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except storage sheds, which shall be completely hidden from view from the street and which shall not violate any set-back requirements for permanent structures.

7.8 Garbage, Trash and Recycling Items. Each OWNER shall regularly pick up all garbage, trash, recycling items, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed and kept at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags.

All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

7.9 Vehicles and Boats. Only automobiles, vans, pick-up trucks with a carrying capacity of 1/2 ton or less, boats and trailers of less than 22', and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than as specified above, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. The OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the APPROVING PARTY. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY or the temporary parking of automobiles owned by governmental law enforcement agencies. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles shall be made on the SUBJECT PROPERTY. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the SUBJECT PROPERTY or parked overnight outside of an enclosed garage, except with the prior written consent of the APPROVING PARTY which may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

7.10 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, no more than two cats, or two dogs, or one cat and one dog, is permitted in any UNIT, except with the written consent of the APPROVING PARTY which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted without the consent of the APPROVING PARTY. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside a UNIT or in any screened porch or patio unless someone is present in the UNIT. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

7.11 Landscaping. The initial landscaping of any UNIT, and any material modifications, additions, or substitutions thereof, must be approved by the APPROVING PARTY. The OWNER of each LOT containing a UNIT shall be required to maintain the landscaping on his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting ROAD or the waterline of any abutting lake or canal, all in accordance with the landscaping plans approved by the APPROVING PARTY and in accordance with the provisions of this DECLARATION and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. Underground sprinkler systems shall be required to be installed and maintained within each LOT and each OWNER shall be obligated to irrigate properly any portion of the COMMON AREAS adjacent to such OWNER's LOT. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. All dead or diseased sod,

plants, shrubs, trees, or flowers shall be promptly removed and replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. Notwithstanding the foregoing, no OWNER shall install or maintain any landscaping on any portion of his LOT to be maintained by the ASSOCIATION, without the prior written consent of the BOARD.

7.12 Maintenance. Each OWNER shall maintain his UNIT and all improvements and personal property upon his LOT in first class condition at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION. The exterior of all UNITS including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other UNITS, and no excessive rust deposits on the exterior of any UNIT, peeling of paint or discoloration of same shall be permitted. No OWNER shall change the exterior color of his UNIT without the consent of the APPROVING PARTY. All sidewalks, driveways and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

7.13 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

7.14 Clotheslines and Outside Clothes Drying. No clotheslines or clothes-poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the APPROVING PARTY shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

7.15 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

7.16 Outside Antennas and Flag Poles. No outside signal receiving or sending antennas, dishes or devices are permitted without the consent of the APPROVING PARTY as to size and location. The foregoing shall not prohibit any antenna or signal receiving dish owned by the APPROVING PARTY which services the entire SUBJECT PROPERTY. No flag poles are permitted without the consent of the APPROVING PARTY.

7.17 Water Surface Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written consent of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

7.18 Lakes and Canals. The lakes and canals are intended for drainage purposes only. Therefore no swimming, fishing or motorized boating is allowed in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or

contiguous to the SUBJECT PROPERTY. No OWNER shall install any improvement upon a LOT within 20 feet of any lake or canal without the prior written consent of the APPROVING PARTY, including but not limited to landscaping (other than grass), fences, walls, or any other improvements.

7.19 Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and the utility company supplying potable water to the SUBJECT PROPERTY.

7.20 Beaches/Lake Banks. No OWNER shall create any beach or sandy area contiguous to any lake or canal within the SUBJECT PROPERTY, and all lake banks shall be sodded unless otherwise approved by the APPROVING PARTY.

7.21 Further Subdivision. No LOTS shall be further subdivided without the prior written consent of the APPROVING PARTY if same would result in the creation of more LOTS than before such resubdivision. Notwithstanding the foregoing, portions of a LOT may be conveyed to the OWNER(s) of contiguous LOT(s) in order to increase the size of the contiguous LOT(s), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the public records of the county where the SUBJECT PROPERTY is located and approved by the ASSOCIATION.

7.22 Garbage Containers, Oil and Gas Tanks. All garbage and refuse containers, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the APPROVING PARTY so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

7.23 Signs. No signs (except for one "For Sale" sign per LOT not larger than 2 square feet in size) shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, a portable and tasteful "Open House" advertising sign is permitted upon any LOT for a period not exceeding eight hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2 square feet in size, during such periods when the OWNER or a real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

7.24 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

7.25 Boats. No boats may be kept or stored outside of any UNIT, without the prior written consent of the APPROVING PARTY.

7.26 Special Provisions Regarding Recreational Facilities. Once title to the COMMON AREAS has been deeded to the ASSOCIATION, the BOARD shall have the right to make reasonable rules and regulations regarding the recreational facilities, if any, as the BOARD deems desirable from time to time.

7.27 Swimming Pools. No swimming pools, spas or the like, shall be installed without the consent of the APPROVING PARTY.

7.28 Fences and Walls. Fences and walls must be maintained in good condition at all times. No fences or walls shall be installed without the consent of the APPROVING PARTY as to the location, type and material of the fence or wall. The APPROVING PARTY, in approving any fence or wall as elsewhere provided, shall have the right to require all fences and walls throughout the SUBJECT PROPERTY to be of a specified standard type of construction and material, and shall have the right to prohibit any other types of fences and/or walls, and shall further have the right to change such standard as to any new fences or walls from time to time, as the APPROVING PARTY deems appropriate.

7.28.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or fence which is built as part of the original construction of the UNITS upon the LOTS and any replacements thereof. In the event that any portion of any structure, as originally constructed by DECLARANT, or by its designee, including any party wall or fence, shall protrude over two adjoining LOTS, it shall be deemed that said OWNERS have granted perpetual easements to the adjoining OWNER or OWNERS for lateral support and for continuing maintenance and use of the projection, party wall or fence. No OWNER may commit or authorize the commission of any act which has the effect of impairing or decreasing the structural integrity of any party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences, if same are constructed in conformance with the original structure, party wall or fence. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this DECLARATION.

7.28.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the OWNERS who make use of the wall or fence in proportion to such use.

7.28.3 Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any OWNER who has used the wall or fence must restore it, and if the other OWNERS thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such OWNERS to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.28.4 Weatherproofing. Notwithstanding any other provisions of this Article, an OWNER who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

7.28.5 Right to Contribution Runs with Land. The right of any OWNER to contribution from any other OWNER under this Article shall be appurtenant to the land and shall pass to such OWNER's successors in title.

7.28.6 Party and Perimeter Fences. For the purposes of this Article, a party fence shall be a fence owned by two OWNERS and located on the boundary lines of such OWNERS' property. Where a fence is owned by an OWNER and the ASSOCIATION, it shall not be subject to the provisions of this Article but rather shall be deemed a perimeter fence subject to the provisions of Article 4.13.

7.29 Architectural Control for Exterior Changes.



7.29.1 OWNER to Obtain Approval. For purposes of this paragraph, the term "IMPROVEMENT" shall mean any building, fence, wall, patio area, pool, spa, landscaping, driveway, walkway or any other alteration, addition, improvement, or change of any kind or nature which is constructed, made, installed, placed, or removed from any LOT, or the exterior of any UNIT or any other improvement upon any LOT, except for maintenance or repair which does not result in a material change to any improvement including the color of same. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

7.29.2 APPROVING PARTY's Consent. Any request by an OWNER for approval by the APPROVING PARTY to any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions of samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee in connection with the approval of any request, to pay for the cost of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic considerations. The APPROVING PARTY shall notify the OWNER of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications, by written notice to the OWNER, and in the event the APPROVING PARTY fails to disapprove any request within such 30-day period, the request shall be deemed approved and, upon request, the APPROVING PARTY shall give written notice of such approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made. If the APPROVING PARTY consents to any IMPROVEMENT, the OWNER may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved by the APPROVING PARTY, and subject to any conditions of the APPROVING PARTY's approval.

7.29.3 Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, guidelines, criteria and/or standards which will be used by it in connection with the exercise of architectural control, provided however that same shall not apply to any IMPROVEMENT which has been constructed in accordance with the provisions of this DECLARATION and which was properly approved when constructed.

7.29.4 Inspections. Upon completion of any IMPROVEMENT, the OWNER shall give written notice of the completion of same to the APPROVING PARTY. Within 60 days thereafter, the APPROVING PARTY shall inspect the IMPROVEMENT, and if the APPROVING PARTY finds that the IMPROVEMENT was not completed in conformance with the approved plans and specifications, it shall notify the OWNER in writing of such non-compliance within said 60-day period, specifying the particulars of such non-compliance, and within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the OWNER shall again give the APPROVING PARTY notice of the completion of the work, and the provisions of this paragraph shall again become operative. If for any reason the APPROVING PARTY fails to notify the OWNER of any deficiencies within 90 days after receipt of a notice of completion from the OWNER, the IMPROVEMENT shall be deemed to have been completed in accordance with the approved plans and specifications.

7.29.5 No Liability. The APPROVING PARTY shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any IMPROVEMENT. Any approval of any plans or specifications by the APPROVING PARTY shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any deficiency or injury resulting from any deficiency in such plans and specifications. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER.

7.29.6 Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval granted by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any IMPROVEMENT in the manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If the APPROVING PARTY is DECLARANT, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the ASSOCIATION pursuant to Paragraphs 9.1 through 9.3 of this DECLARATION, including but not limited to the right to impose a fine against the defaulting OWNER, and to assess and lien the defaulting OWNER, except that any fines paid by the defaulting OWNER shall be paid to the ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter upon any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing violations of this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this paragraph.

7.29.7 Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by an OWNER must be in compliance with the requirements of all controlling governmental authorities, and the OWNER shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER obtaining a building permit for same, or providing the APPROVING PARTY with written evidence from the controlling governmental authority that such permit will not be required, and the OWNER shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is submitted to the APPROVING PARTY.

7.29.8 Certificate. At the request of any OWNER, the ASSOCIATION shall issue, without charge, a written certification that the IMPROVEMENTS located upon the OWNER's LOT are not in violation of the provisions of this paragraph.

7.30 Easements for Drainage and/or Utilities. "Drainage and/or utility easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction and repair of drainage facilities, including but not limited to canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and underground utility facilities, including

but not limited to power, telephone, sewer, water, gas, irrigation, lighting and television transmission purposes. The portions of the SUBJECT PROPERTY designated as drainage and/or utility easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

7.30.1 May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

7.30.2 May materially damage the direction of flow or draining channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

7.31 Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to the recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request.

7.32 Waiver. The APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the APPROVING PARTY, special circumstances exist which justify such waiver or deviation, or such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the APPROVING PARTY, will not adversely affect any other OWNERS. In granting any waiver or deviation, the APPROVING PARTY will impose such conditions and restrictions as the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar approvals in the future as to any other LOT or OWNER.

7.33 Exceptions. The foregoing use and maintenance restrictions and architectural controls shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other improvements thereon, or any activity associated with the sale or leasing of any UNITS, by DECLARANT. In addition, DECLARANT shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, DECLARANT shall have the right to, (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any LOT; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the SUBJECT PROPERTY for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any LOT; and (v) post, display, inscribe or affix to the exterior

**Acknowledgment:**

Address: \_\_\_\_\_

**I/We agree abide by the Declaration of Covenants, Articles of Incorporation, By-laws, Rules and Regulations and any Amendments there to.**

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Date