Welcome to the Florida Club

We have put together a small list of items that may be useful for your new home.

Florida Club POA Office: The POA office is located in the community pool house the address is 9250 SW Old Royal Drive Stuart, FL 34997. The office phone number is (772) 463-9484. The Jessica Anderson is the Property Manager, her email address is **jessica@cpmfl.com.** The onsite office hours are Monday through Thursday 9:00am-2:00pm, and Friday 9:00am-12:00pm, or by appointment. The Florida Club is professionally managed by Coastal Property Management, the address is 10 SE Central Parkway #400 Stuart, FL 34994, and the phone number for Coastal Mgmt. is (772) 600-8900.

Gate Remotes & Pool/Tennis Keys: Gate remotes and pool/tennis keys can be purchased at the office. Gate remotes are $50.00/each and pool/tennis Keys are $25.00/each. Please make your check payable to The Florida Club POA. Please note we **DO NOT** accept cash or credit cards for these purchases. New buyers must purchase new remotes, they cannot be transferred from the previous owners.

Xfinity Cable: Included with your quarterly assessment is an HD Digital Starter Package with wireless internet. Please contact XFINITY at 1-800-934-6489 to set up your account.

FPL: To establish electricity to your home please call (772)287-5400 or visit their website **https://www.fpl.com/** for more information.

Martin County Utilities: To establish water and sewer service please call (772) 221-1442 or visit their website **https://www.martin.fl.us/departments/utilities-and-solid-waste** for more information.

Website for the Florida Club:
www.floridaclubpoa.org

Waste Management: For bulk pick-up services please call (772)546-7700. There is no charge for bulk pickup services.

Trash Days: Tuesdays and Fridays. Recyclables are Friday only. Please bring your trash/ bins to the edge of your driveway no earlier than the evening before pick-up days, and be removed by the end of the day.

Yard Debris Day: Wednesdays are the only day for yard debris pick-up. Please place small landscape debris at the end of your property no earlier than they evening on the day before pick up. If you hire an outside landscape contractor it is their responsibility to take the yard debris with them.

TruGreen: They take care of fertilization, insecticide and weed control in the lawns and landscape beds. They do not cover fleas, ticks, grubs, nematodes, woody weeds, wild Bermuda or carpet grass and fungus.

M & M Lawn Maintenance: They mow, trim hedges, and spray for weeds in the landscape beds and driveways. They do not trim hedges or palm trees that are over 15' feet in height. Any additional work is at the owner's expense.

The Irrigation Wizards: They are onsite 3 days a week and do wet checks, and make minor repairs. Repairs that are outside the scope of the POA contract will be at the owners' expense.

Gate Code Access: The gate code to gain access to the community changes every year on April 1st. A notice will be mailed to each owner every year before the gate code changes.

Architectural Changes: Any changes to the exterior of the house including painting, landscaping, installing new windows and doors, etc. need approval from the Architectural Review Committee (ARC) before a project can begin. ARC property change forms are available on the Florida Club website, attached to this welcome packet, or can be picked up in the office. The ARC Committee meets on the 1st and 3rd Tuesday of every month.

Tennis/Pickle Ball: Tennis and Pickle Ball courts are on a first come first serve basis.

We Love Dogs: Especially when they are leashed and picked up after. For the safety of your dog(s) and others, please keep them leashed when outside of the home. Please be sure to pick up after your dog each time when walking in the community, this a Martin County Ordinance and FL Club Regulation.

Martin County Emergency Information: The Martin County website has great emergency information for hurricanes, shelters, special needs, evacuation maps, sever weather warnings, tornados, wildfires etc. Please visit their website for more information **www.martin.fl.us.**

Welcome to the Florida Club!

FLORIDA CLUB PROPERTY OWNERS' ASSOCIATION, INC.

9250 SW OLD ROYAL DRIVE, STUART, FL 34997
Office Number: 772-463-9484

INTERVIEW/ORIENTATION FORM

NAME OF BUYER/RENTER _____

ADDRESS AT FLORIDA CLUB _____

BILLING ADDRESS IF DIFFERENT _____

CELL NUMBER _____ **E-MAIL** _____

I/We have received/read The Florida Club POA Amended and Restated Declaration of Covenants, Conditions, and Restrictions and the Architectural Guidelines and agree to abide by them. The items listed below were covered during the Interview/Orientation and I/We fully understand the information supplied:

General:

No home can be leased the first year of ownership/only one lease per 12-month period
Trucks, Boats, RV's- Close Garage Doors- No Street Parking
Pets- 4 Maximum pets, with 2 maximum dogs
Hurricane Shutters
Signs- Security & Ground House Numbers
Pool Rules/Pool House Use, Manager Office Hours M-W-F 9-noon
Committees / Board Meetings
ARC Form- All exterior alterations must be pre-approved
E-mail Consent and Directory Forms
Trash- T&F, Recycle- F, Landscape Debris- W
Keys- $25/Clickers- $50 (new gate clicker must be purchased)
Telephone Entry System- Form. Back Gate- Remote only.
Violation inspections by manager.
The Golf Club is a separate entity.
Delinquency policy
POA Website is www.floridaclubpoa.org

Assoc. Covers:

Weed Control, Fertilization, Mow, Shrub Trim, Palms- brown palm fronds up to 15', Hardwoods- up to 10'. Service Requests- E-mail. Blue Reflector- Single shrub, Red Reflector- Entire bed.
DiVosta Homes- All Irrigation is covered.
Estates Homes- Irrigation check every two months, heads & nozzles redirected and replaced as necessary. All other components are the owner's responsibility.
Comcast- HD Digital Starter and Wireless Internet

Owner Responsibility:

Landscape and Mulch Replacement.
Palm Trimming over 15', Hardwood Trimming over 10'.
Estates Homes- All irrigation components except heads and nozzles.
Paver Driveway Repairs.

After Closing, please provide the following: 1. Copy of Warranty Deed, 2. E-mail Form 3. Directory Form and 4. Telephone Access Information Form

SIGNATURE BUYER/RENTER: _____

PROPERTY MANAGER: _____ **DATE:** _____

The Florida Club POA

c/o Coastal Property Management
10 SE Central Parkway, Suite 400, Stuart, FL 34994
Office: (772) 600-8900 Fax: (772) 266-9801
www.cpmfl.com

OWNER INFORMATION UPDATE

Please complete this form to assure that we have the most current information on file regarding your home.

Name of owner:_____ Second owner name: _____

Property Address: _____

Phone: _____Work:_____ Mobile: _____

Primary E-Mail: _____ E-Mail 2: _____

Mailing/Alternate Address: include city, state, zip_____

_____

Where you want your correspondence to go.

Away Phone# _____

Residency Status: ☐ Full-Time ☐ Seasonal ☐ Yes, this is Rental property

Do you currently have a tenant? ☐ No ☐ Yes

If yes, Tenants Name:_____ Phone: _____

Lease Start Date: _____Lease End Date: _____Tenant email: _____

In order to decrease the postage and mailing costs that the Association incurs we have a consent to receive informal electronic communication below. Note: Florida Statutes provides that for owners who consent to email communication their email addresses and phone numbers may be accessible to other owners.

CONSENT

You must provide consent even if your e-mail address is currently on file.

☐ By initialing this box, I **authorize** The Florida Club POA and Coastal Property Management to communicate with me informally via electronic transmission.

☐ By initialing this box, I **authorize** The Florida Club POA and Coastal Property Management to place the information in the community telephone/address directory (if published) which will be made available to residents of The Florida Club POA Only.

_____ _____
Signature Date

Thank you for your time in completing this form and please return to Coastal Property Management at the address above or fax to (772) 266-9801.

You must notify Coastal Property Management if any information on this form changes.

The Florida Club POA Telephone Access Information Form

If you would like your last name to appear on the Telephone Access Entry System, you must submit this form.

Once you have closed on your new home, the property manager can set you up on the tele-entry. Visitors can scroll the tele-entry for your name, which then gives them a 3 digit code to punch into the keypad. You will be called on the number you provide below, and have the opportunity to have a conversation with your visitor at the gate. If you would like to provide access to your visitor, you hit- 9 -on your keypad and the gate opens automatically.

Please print clearly

Last Name:_____ First Initial_____

Address: _____

Phone Number: _____

Signature: _____ Dated: _____

Please return this form to The Florida Club POA.
Thank you.

The Florida Club POA
9250 SW Old Royal Dr., Stuart, FL 34997
Office 772-463-9484 Fax 772-463-5811
E-mail: Poaflclub@comcast.net

THE FLORIDA CLUB POA E-MAIL/WEBSITE CONSENT FORM

Know What's Happening in Your Community!
If you do not complete this form, you will not receive E-mail communication which is one method we use to communicate to the membership.

Consent to Communicate via E-mail Address
You must provide consent if you would like to be included in the community E-mail blasts. Florida Club and Coastal Property Management do not sell or share any information to outside companies.

Please Note: It is not necessary to complete this E-mail consent form again, if you currently receive E-mails from the POA.

Exclude or Consent to E-mail Communication

In order to communicate via your E-mail address, and the website your consent is required. Please check the appropriate line and include your E-mail address(es).

_____ I **do not consent** to receiving communication by E-mail.

_____ I **do consent** to The Florida Club POA and Coastal Property Management to communicate with me via electronic transmission. Please include my E-mail address(es):

Please print clearly

Name:_____E-mail:_____

Name:_____E-mail:_____

Address:_____

Signature:_____ Dated:_____

Please return this form to The Florida Club. You must notify the POA if any information on this form changes.

The Florida Club POA, 9250 SW Old Royal Dr., Stuart, FL 34997
Office 772-463-9484
poaflclub@comcast.net

Florida Club Property Owners Association
9250 SW Old Royal Drive
Stuart, FL 34997
Tel: 772-463-9484
Email: poaflclub@comcast.net

_____
Date

I, _____, would like to volunteer to be on the

_____ Committee, for a 1 year term.

_____
Name – Sign

_____
Name – Print

_____
Address

_____
Phone Number

_____
Email

FLORIDA CLUB PROPERTY OWNERS ASSOCIATION, INC.

9250 SW OLD ROYAL DRIVE, STUART, FLORIDA 34997
772-463-9484 FAX 772-463-5811

ARC PROPERTY CHANGE FORM

DATE: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____E-MAIL: _____

THIS APPLICATION WILL NOT BE REVIEWED UNLESS FULLY COMPLETED (SEE CHECKLIST)

THE USE OF HEAVY EQUIPMENT REQUIRES A DEPOSIT (see Item 1 below)

The goal of the Architectural Review Committee (ARC) is to review and maintain a blend of home styles which enhance the natural environment, assure aesthetic integrity, and maintain the character of the community without restricting individual creativity. The ultimate result is to protect your investment and property value.

DESCRIPTION OF ADDITION, CHANGE, MODIFICATION, ETC.

Submit a completed application to the Property Manager by **close of business on the Thursday before the meeting** with, all proposed additions, changes, modifications, etc., which includes color of materials, plans, drawings, plat survey showing location, the name of the company scheduled to do the work--**ALL PERTINENT INFORMATION—**that will enable the ARC to make an informed decision. If all required information is not received with this application, the ARC will automatically reject the application, which may then be resubmitted with all required information. The ARC will review a completed application within up to forty-five (45) days from receipt.

Description: _____

_____

_____

Application Checklist

[] Initialed, Signed and Dated Application
[] Survey/Site Plan with Sketch of Work Attached
[] Photos, Pictures or Brochure Showing Proposed Change and Color
[] Minimum 3" x 3" Paint Color Swatch Samples
[] $500 Security Deposit, if applicable

Please Initial All Lines After Reading

CONDITIONS OF APPROVAL

_____ 1. **PLEASE NOTE THE FOLLOWING DEPOSIT POLICY IS EFFECTIVE AS OF 4-22-08:**
For work that requires the use of heavy equipment that may cause damage to the common area, such as a pool installation or concrete work, the **DEPOSIT** is **$500**. Upon completion of the work, it will be inspected and if it conforms with the ARC approval, and if all common area elements have been restored to their original condition, the $500 will be refunded.

Once approved, all work must be completed within 60 days of your approval letter.

ARC approval ***under the following conditions:***

*It shall be the responsibility of the homeowner to notify the property manager when the work has been completed so that an inspection can be made to verify that the work conforms with the ARC approval. When the work is verified, the ARC file will be closed.

*If there are problems with completion, it shall be the responsibility of the homeowner to notify the property manager to arrange a time extension.

Please Initial All That Apply

_____ 2. All required permits must be obtained and displayed by owner prior to the commencement of the project.

_____ 3. All exterior aluminum must be white. All screens must be charcoal color unless it's a garage door screen.

_____ 4. No contractor advertisement or business signs are to be displayed at the work site.

_____ 5. In order to locate any buried lines, such as irrigation, power, telephone, or cable lines, the homeowner is responsible for notifying the property manager prior to commencing any lot excavation.

_____ 6. **No landscaping may encroach on neighboring properties, common areas or golf course property.**

ADDITIONAL CONDITIONS:

_____

_____

The undersigned acknowledge that they are aware of, have read and understand, and shall comply with Article XII in the Association Covenants. **UNTIL A SIGNED APPROVAL IS RECEIVED, NO WORK IS TO BE STARTED.**

_____ _____

Applicant's Signature Applicant's Signature

Please contact property manager upon completion of project in order to schedule inspection and process refundable deposit if applicable.

THIS APPLICATION IS NOT APPROVED: _____

_____

(Circle One)

Approved Not Approved Tabled Be submitted to the BOD w/ARC Approval

_____

Architectural Review Committee Signature / Date

_____

Architectural Review Committee Signature / Date

_____

Reviewed by Property Manager Signature / Date

ARTICLE XII
Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant, the Association or the Golf Club) as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Housing Area may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in regular or special meeting of the Association by the vote of Members representing a majority of the total votes in the Association. Notwithstanding anything to the contrary contained herein, the Declarant shall be exempt from application of the provisions of this Article XII so long as it owns any property described on Exhibit "A" primarily for development and/or resale.

Section 1. Signs. No sign, billboard or advertisement of any kind, including, without limitation, for sale or for rent signs on individual lots or those of realtors, contractors and subcontractors, shall be displayed within the Properties or from the windows of any Units, except with the prior written approval of the Board of Directors and in accordance with guidelines and standards adopted by the Board of Directors from time to time. The Declarant shall have the right to erect signs as it, in its discretion, deems appropriate.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Subject to the provision of Article XVI, Section 3 hereof, vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking mayor may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors, or any Housing Area having concurrent jurisdiction over parking areas within the Housing Area, may adopt. Garage doors shall remain closed at all times except during ingress and egress.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, and boat trailers shall be parked only in the enclosed garages or other areas, if any, designated by the Board or by the Housing Area. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Unit except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin.

(c) Delivery and Service Vehicles. Notwithstanding the foregoing, service and delivery vehicles may be parked in a driveway of a Unit during daylight

hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit.

(d) Any vehicle which is parked in violation of this Section 2 or parking rules promulgated by the Board may be towed in accordance with Article III, Section 20 of the By-Laws.

(e) This Section shall not apply to parking within the Golf Club properties.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, snakes or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs (subject to the limitations set forth below), cats, or other usual and common household pets, not to exceed a maximum of four (4) pets total may be kept in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise by barking, howling or otherwise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person. Pets may be kept in an enclosed area on a Unit which is outside the residential dwelling constructed on the Unit, if and only if a responsible person is at the residence to care for and control the pet. Any person walking a pet shall be responsible for cleaning up and properly disposing of the pet's waste immediately. Failure to comply with the leash, control or "clean up" requirements of this Section shall constitute a nuisance requiring removal of such pet.

(i) A maximum of two (2) dogs may be kept in each Unit, provided that an Owner or Lessee that is keeping more than two (2) dogs in a Unit on the date of the recording of this Amended and Restated Declaration may continue to have or keep same until said dog(s) die or are otherwise disposed of. No dog may be replaced when it dies or is otherwise disposed of by the Owner or Lessee if replacement of same will result in more than two (2) dogs being kept in the Unit.

(ii) Any Owner or Lessee which is keeping more than two (2) dogs in a Unit and wishes to keep such dogs pursuant to paragraph (i) above, must register such pet with the Association no later than sixty (60) .days after termination of the Declarant Control Period. The Unit Owner must provide the Association with the name, breed, color and weight of such dogs and must provide the Association with a photograph of the dogs at the time of registration. Such registration must be renewed annually with the Association, and will constitute a part of the Unit's file with the Association.

Section 5. Nuisances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the

properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing 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 Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus, for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee, except as otherwise required by the Telecommunications Act of 1996. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Basketball Equipment. Clotheslines, Garbage Cans. Tanks. Etc. All basketball hoops and backboards, clotheslines, garbage cans, storage tanks, mechanical equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash and garbage shall be stored in appropriate containers with lids and regularly removed from the Properties and shall not be allowed to accumulate . thereon; No garbage containers; trash, debris shall be left at curbs while awaiting pickup except from dusk the night before regularly scheduled pickup, to 8:00 p.m. on the day of pickup.

Section 9. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Unit intended for a single family detached residence as shown on a subdivision plat, but solely for the purpose of increasing the size of the adjacent Units. In the event of a division in ownership of any Unit, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Unit for purposes of voting and shall be jointly and severally liable for all assessments against the Unit hereunder. Declarant

hereby expressly reserves the right to replat any Unit or Units owned by Declarant to create or eliminate units depicted on the Master Development Plan including a change

in the type of unit. Any such division, boundary line change, creation, change, elimination, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Unit by up to four (4) joint tenants or tenants-in-common.

Section 10. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 11. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties by any Person, other than the Association and the Golf Club, unless prior written approval has been received from the ARC, and all applicable State and County governmental agencies. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration. Provided, however, this Section 11 shall not apply to the Declarant.

Section 12. Tents. Trailers and Temporary Structures. Except as may be permitted by the ARC during initial construction within the Properties, no. tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Unit.

Section 13. Wells and Drainage. No private water system shall be constructed on any Unit. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. Notwithstanding anything contained herein, Units constructed by the Declarant or an authorized builder may include private irrigation wells.

Section 14. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed for safety reasons, unless approved in accordance with Article XI of this Declaration. This Section shall not apply to the Golf Club.

Section 15. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 16. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 17. Air Conditioning Units. Except as may be permitted by the Board or its designee in writing, no window air conditioning units may be installed in any Unit.

Section 18. Lighting. Except for seasonal decorative lights, which may be displayed between November 15 and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 19. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration, except as required by Chapter 720, F.S..; (2000) as amended from time to time.

Section 20. Wetlands, Lakes and Water Bodies. All wetlands, littoral zones, and buffer areas within the Properties shall be left in their natural state and no alteration thereof or construction thereon shall be permitted. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing, or use of personal flotation devices, shall be permitted. 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 lakes, ponds, or streams within the Properties. This Section shall not restrict the right of the Golf Club to permit other use of bodies of water within the Properties in connection with the golf course play. Fishing may be allowed in water bodies subject to such rules and regulations as may be promulgated from time to time by the Board of Directors. It is the intent of the Declarant that all lakes and water bodies are to be owned by the Owner of the Golf Club. The Owner of the Golf Club shall maintain such lakes and water bodies and the costs of such maintenance shall be shared between the Association and the Golf Club pursuant to a separate written agreement.

Section 21. Playground. Any playground or other play areas of equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 22. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 23. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectible by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming to the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation,

any occupation, work or activity undertaken on an ongoing 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; (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to operation of the Golf Club nor to any activity conducted by the Declarant with respect to its development and sale of the Properties.

Section 24. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association and the Golf Club shall be permitted to store fuel for operation and maintenance vehicles, generators and similar equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted if approved in accordance with Article XI.

Section 25. Golf carts. No gasoline-powered golf carts shall be operated within the Properties except as may be owned and operated by the Declarant or the Golf Club. All other golf carts shall be powered by electricity or by similar noncombustion means. Prior to the storage or use of any golf cart on the Properties by any person or entity other than the Declarant or the owner of the Golf Club, the type and color of such golf cart must be approved in writing by the owner of the Golf Club. Golf carts shall be stored only in garages serving the Owner's Unit or other areas specifically designated by the Board as golf cart parking areas. No golf cart shall be placed, parked or stored on the lawn of any Unit.

Section 26. Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for more than thirty (30) consecutive days whether or not the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or enrollment.

(b) Leasing provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of Directors. No Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

. (ii) Approval of Board. All leases shall be submitted to the Board of Directors, along with a processing fee as determined by the Board of Directors from time to time, for approval prior to becoming effective. The Board may require additional information such as names of the proposed occupants of the Unit and other information relating to the proposed lease, and may require a face-to-face conference with the proposed occupants of the Unit prior to approving any lease. The Board shall

approve or disapprove each lease within thirty (30) days of submission of all information required herein or the lease shall be deemed approved. Disapproval may be based upon failure of the Owner or the proposed lease or lessee to comply with the requirements and restrictions contained herein. In the event of disapproval, the lease shall not take effect.

(iii) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 27. Notice of Transfer of Unit. In the event that any Owner desires to sell or otherwise transfer title of his or her Unit, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and the capital contribution required by Article X, Section 9 hereof is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Unit, including payment of all assessments, notwithstanding the transfer of title to the Unit. Upon transfer of title of a Unit, the transferee shall provide the Association with a copy of his deed to the Unit.

Section 28. Storm Precautions. No hurricane or storm shutters shall be permanently installed on any structure on a Unit unless first approved in accordance with Article XI hereof. Hurricane or storm shutters may be installed temporarily, and permanently installed hurricane or storm shutters may be closed, and other storm precautions may be taken to protect structures on a Unit, only when the threat of a hurricane or similar storm is imminent (defined as the issuance of a tropical storm or hurricane watch or warning issued by the National Weather Service) provided, all temporary shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed and permanently installed shutters shall be restored to an open position once the storm or imminent threat of the storm has passed.

Section 29. Play Equipment. Strollers. Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from the streets or property adjacent to the Unit. No such items shall be allowed to remain on the Common Area or on Units so as to be visible from adjacent property when not in use. Notwithstanding the above, the Board may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected on Units provided it is approved in accordance with Article XI hereof.

Section 30. Window Coverings. All windows on any structure which are visible from the street or dwellings on other Units shall have window coverings which have a white or off-white backing, as determined in the sole discretion of the Board.