



LAGO MAR NORTH HOA.

Application Form

IMPORTANT NOTICE

This is to inform you of the procedures for processing **Applications for Purchase/ Lease/ Occupancy Approval.**

The prospective buyer must complete all questions on the Application for Lease Approval. The executed application **must** be submitted along with the following:

- \$100.00 PER APPLICANT (legally married couples count as one applicant must show proof). A non-refundable processing fee, **MONEY ORDER ONLY** in the amount of \$100.00 made payable to **Allied Property Group** must be submitted along with the application. **All adults must apply.**
- A police report for each person over the age of 18
- Copy of Driver's License & Vehicle Registrations. If the vehicle is no registered by applicant a notarized authorization letter is required.
- Copy of Sales Contract or Lease Agreement
- Three (3) Reference Letters
- Copy of Latest Tax Return.

PLEASE NOTE THE FOLLOW:

1. Application printed double-sided are not acceptable.
 2. **All maintenance assessment due to the Association must be paid in full prior to application process otherwise the application will be denied.**
 3. Occupancy prior to final approved is prohibited. Any owner who moves a tenant into a home/ lot without the Association approval will be subject to an immediate legal action, which can be result in eviction.
 4. No lessee shall sublet or assign his interest in an apartment unit.
 5. If any question is not answered or is left blank, this application will be returned and will not be processed. Should this happen, the time constraints will not begin until the fully complete application is returned to Allied Property Group, Inc.
 6. It is the applicant's responsibility to acquire the Association's governing documents that the applicant must abide with. The applicant may acquire a copy of the documents at a cost of \$.25 per copy from Allied Property Group, Inc.
 7. Please note that the association will verify all information submitted on the application. As a result, it may take up to 21 days to fully process an application. In some instances, an interview with the Board of Directors is required. We will contact the applicant to schedule the interview. Due to these circumstances, Applications CAN NOT be rushed.
 8. Application form has room for two adults, more than adults two must complete other application form.
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FOR PURCHASER:

ESTOPPEL CERTIFICATE:

An Estoppel Certificate is required by a title company and/or attorney issuing title for the *sale or refinance of condominium unit*. The Estoppel Certificate must be requested via website at alliedpropertygroup.net by the Title Company and/or attorney along with a **\$250.00 processing fee**. Due to the high volume of transactions occurring in the real estate market, the Estoppel Certificate may take up to ten (10) days to be processed. **If you require a rushed estoppel, the processing fee is \$350.00.** Please allow up to three (3) days to be processed. **Estoppels MUST be ordered ONLINE via our website.**

CONDO / PUD QUESTIONNAIRE:

A Condo/PUD Questionnaire is usually needed by a mortgage company to qualify the association under its underwriting guidelines. This form is usually requested by the mortgagee or lender. The form must be submitted along with a **\$250.00 processing fee**. Please allow up to ten (10) days to be processed. **MONEY ORDER ONLY!! If you require a rushed estoppel, the processing fee is \$350.00.** Please allow up to three (3) days to be processed.

**WE HIGHLY RECOMMEND THAT THE ABOVE DOCUMENTS BE REQUESTED WITH
PLENTY OF TIME BEFORE THE SCHEDULED CLOSING DATE TO AVOID ANY DELAYS.**

ALL INFORMATION MUST BE TYPED OR CLEARLY PRINTED.

RETURN THE COMPLETE APPLICATION WITH ALL OF THE ABOVE TO:

**ALLIED PROPERTY GROUP, INC.
12350 S.W. 132 Ct
SUITE 114
MIAMI, FLORIDA 33186
Phone: (305) 232-1579**

**APPLICATIONS ARE
PROCESSED WITHIN 21
DAYS.
NO EXCEPTIONS!**

WE WILL NOT PROVIDE AN UPDATE WITHIN
THOSE 21 DAYS. IF THERE IS A PROBLEM OR
SOMETHING IS MISSING YOU WILL BE
CONTACTED BY THE PROCESSING DEPT. THE
APPLICATION WILL BE PUT ON HOLD UNTIL ALL
INFORMATION HAS BEEN RECEIVED.
INCOMPLETE APPLICATIONS WILL BE NOT BE
SENT TO THE BOARD OF DIRECTORS.

Name of Applicant: _____

Property Address: _____

Date Received: _____ Due Date: _____

I acknowledge receipt of this notice. If I am the owner, realtor, and/or agent I will inform the applicant of this information. We also understand that our application will not be rushed and that an update will not be provided until the Due Date.

Signature

Print Name

Please indicate if you are a member (s) of the U.S. Armed Forces: _____

APPLICATION FORM

SECTION I: GENERAL INFORMATION

Name of Association: Lago Mar North Homeowner's Association, Inc.

Unit Address: _____

Today's Date: _____ Approximate Date of Occupancy: _____

Current Owner's Name: _____

Owner's Current Address: _____

Owner E-Mail Address: _____

Name of Realtor: _____

Realtor's Phone Number: _____

Realtor's E-Mail Address: _____

Name of Prospective Buyer (as it will appear on Title) – *Purchase Only*

BORROWER NAME

CO-BORROWER NAME

MORTGAGE COMPANY:

Name of Mortgage Company: _____

Address: _____

Telephone Number: _____

OTHER PERSONS (that will occupy the unit):

MINORS THAT WILL OCCUPY THE UNIT.

Name

Age

Relationship / Occupation

SECTION II: VOLUNTARY INFORMATION

Do you have any physical impairment that the Association should be aware of in case of an emergency, i.e. flood, fire, etc.? Yes / No

If Yes, please explain how you may need assistance.____

I hereby agree for myself and on behalf of all persons who may use the unit that I seek to purchase or lease:

1. I will abide by all of the restrictions contained in the By-Laws, Rules & Regulations, and any restrictions that are or may in the future be imposed by the Association;
2. I understand that there may be restrictions as to the pets I may be allowed to have, the number of people that will reside in the unit, sub-leasing the unit, number of vehicles allowed in the community, and/or running a business from the unit.
3. I understand that my children, relatives, guests, invitees, and/or visitors must also adhere to the association's governing documents and that I will be responsible for their actions.
4. I understand that the association charges an Assessment Fee that must be paid. Failure to pay may lead to the filing of a Claim of Lien and/or Foreclosure of the unit.
5. I understand that any violation of the terms, provisions, conditions, and covenants of the Association's documents, provides cause for immediate action as therein provided or termination of a Lease Agreement under the appropriate circumstances.

I have received a copy of the Rules & Regulations: Yes _____ No _____

I understand that the acceptance of the Sales Agreement and/or Lease at the Association is conditioned upon the truth and accuracy of this application and upon the approval from the Board of Directors. Any misrepresentation or falsification of information on these forms will result in the automatic rejection of this application.

In making the foregoing application, I am aware that the decision of the Association will be final and no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board of Directors.

Applicant signature:_____ Applicant signature:_____

SECTION III: AUTHORIZATION TO THIRD PARTIES

I hereby authorize all persons, educational institutions, banks, and other financial institutions, current and former employers, current and former landlords, credit reporting agencies, governmental agencies and other organizations, which Allied Property Group, Inc. may request.

Applicant Signature

Co-Applicant Signature

Printed Name

Printed Name

Social Security Number

Social Security Number

Date

Date

AUTHORIZATION AND ACKNOWLEDGMENT

In connection with my Application for Approval to **Lago Mar North Homeowner's Association, Inc.**, I hereby authorize Allied Property Group, Inc. to perform an investigation of my credit worthiness, credit standing, character, general reputation, personal characteristics, mode of living and employment/work history, and to provide a report of the investigation to **Lago Mar North Homeowner's Association, Inc.** I hereby release and discharge Allied Property Group, Inc. and **Lago Mar North Homeowner's Association, Inc.** from any and all claims, damages, liabilities, costs, and expenses arising from retrieving and reporting of such information.

I acknowledge receipt of "A Summary of Your Rights Under the Fair Credit Reporting Act" provided to me in accordance with the provisions of the Fair Credit Reporting Act.

Applicant Signature

Co-Applicant Signature

Printed Name

Printed Name

Date

Date

SECTION IV: APPLICATION FOR OCCUPANCY

DATE: _____

CREDIT & CRIMINAL ☐

UNIT #: _____

ASSOCIATION: Lago Mar North Homeowner's Association, Inc. DESIRED DATE OF OCCUPANCY: _____

Applicant: _____ Date of Birth _____ Social Security _____

Telephone (mobile): _____ Telephone (evening): _____

E-Mail Address: _____

Co-Applicant: _____ Date of Birth _____ Social Security _____

Applicant Driver's License Number _____

Co-Applicant Driver's License Number _____

Single () Married () Separated () Divorced () Maiden Name: _____

Total # of adults who will occupy the unit (18 yrs or older) _ Total # of children _____

RESIDENCE HISTORY

MUST COVER A FIVE (5) YEAR RESIDENCE HISTORY. IF NEEDED, PLEASE ATTACH ANOTHER SHEET.

PRESENT ADDRESS _____

TELEPHONE NO. _____

CITY, STATE ZIP CODE _____

OWN ☐ RENT ☐

NAME OF MORTGAGEE / LANDLORD / ASSOCIATION _____

TELEPHONE NO. _____

CURRENT LANDLORD EMAIL ADDRESS _____

\$ _____
MONTHLY PAYMENT AMOUNT

OCCUPIED FROM _____

TO _____

PREVIOUS ADDRESS _____

TELEPHONE NO. _____

CITY, STATE ZIP CODE _____

OWN ☐ RENT ☐

NAME OF MORTGAGEE / LANDLORD / ASSOCIATION _____

TELEPHONE NO. _____

\$ _____
MONTHLY PAYMENT AMOUNT

OCCUPIED FROM _____

TO _____

PREVIOUS ADDRESS _____

TELEPHONE NO. _____

CITY, STATE ZIP CODE _____

OWN ☐ RENT ☐

NAME OF MORTGAGEE / LANDLORD / ASSOCIATION _____

TELEPHONE NO. _____

\$ _____
MONTHLY PAYMENT AMOUNT

OCCUPIED FROM _____

TO _____

EMPLOYMENT REFERENCES
(Please Include Latest Tax Return)

APPLICANT CURRENT EMPLOYER _____

TELEPHONE NO. _____

ADDRESS/ CITY / STATE / ZIP CODE _____

HOW LONG _____

POSITION / TITLE _____

MONTHLY INCOME _____

CO-APPLICANT CURRENT EMPLOYER _____

TELEPHONE NO. _____

ADDRESS / CITY / STATE / ZIP CODE _____

HOW LONG _____

POSITION / TITLE _____

MONTHLY INCOME _____

CHARACTER REFERENCES
(Please Attach Three (3) Reference Letters)

DO NOT INCLUDE FAMILY MEMBERS

- 1) NAME _____ PHONE (HOME) _____
ADDRESS _____ PHONE (WORK) _____
- 2) NAME _____ PHONE (HOME) _____
ADDRESS _____ PHONE (WORK) _____
- 3) NAME _____ PHONE (HOME) _____
ADDRESS _____ PHONE (WORK) _____

VEHICLES

MAKE _____

MODEL _____

COLOR _____

TAG NO. _____

MAKE _____

MODEL _____

COLOR _____

TAG NO. _____

MAKE _____

MODEL _____

COLOR _____

TAG NO. _____

This Applicant acknowledges that Lago Mar North Homeowner's Association, Inc. and/or its agent, Allied Property Group, Inc. may verify the information supplied by the Applicant in this Application, may obtain credit reports and may investigate the Applicant's credit worthiness, credit history, residential history and employment / work history, search of the public records of governmental agencies and interviews with character references and others. The Applicant hereby authorizes and consents Lago Mar North Homeowner's Association, Inc., and/or its agent, Allied Property Group, Inc., to perform such verification and investigation.

APPLICANT SIGNATURE _____

CO-APPLICANT SIGNATURE _____

DATE _____

DATE _____

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Federal Fair Credit Reporting Act ("FCRA") is designed to promote accuracy, *fairness*, and privacy of information in the files of every "consumer reporting agency" (a "CRA"). Most CRAs are credit bureaus that gather and sell information about you, such as if you pay your bills on time or have filed bankruptcy to creditors, employers, landlords, and other businesses. You can find the completed text of the FCRA, 15 U.S.C.1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- > You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you, such as denying an application for credit, insurance, or employment, must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- > You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if the person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- > You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs to which it has provided the date, of any error). The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- > **Inaccurate** information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is **not required** to remove accurate data from your files unless it is outdated (as described below) or **cannot be verified**. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- > You can dispute inaccurate items with the source of the information. If you tell anyone such as a creditor who reports to a CRA that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- > Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- > Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA, usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- > **You** may choose to exclude your name from CRA lists for unsolicited **credit and insurance** offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- > You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

LAGO MAR COMMUNITY ASSOCIATION, INC. RULES AND REGULATIONS

Maintenance by Owners

Standard of Maintenance Homeowners are obligated to maintain Front Yards, all lawns, landscaping and sprinkler systems and any property, structures, improvements shall be kept in first class, safe, clean, neat and attractive condition consistent with the general appearance. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that is fenced.

Weeds and Refuse No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or to remain upon any Home.

Driveway Easement. If the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including but not limited to, any damage caused by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner.

Trees Trees are to be pruned as needed.

Shrubs All shrubs are to be trimmed as needed.

Cutting Schedule Grass should be cut at least 24 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner. The grass height should not exceed six (6) inches.

Edging Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

Mulch Re-mulching of beds is recommended twice per year.

Insect Control and Disease Disease and insect control shall be performed on an as needed basis.

Weeding All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveway, and expansion joints shall be removed as needed. Chemical treatment is permitted.

Holiday Lights and Other Lighting Except for a seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance(e.g., unacceptable spillover to adjacent lot). Christmas holiday lighting and decorations should be removed by January 31.

Removal of Soil and Additional Landscaping Without the prior consent of the ACC, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping with results in any permanent change in the flow and drainage of surface water within Lago Mar Community. Owners may place additional plants, shrubs, or trees within Parcels with the prior approval of the ACC.

Animals No more than three (3) domestic house pets, dogs (other than pit-bull), cats or other common household pets may be kept in a Home (excluding small birds, or fish), provided that the presence of such animals causes no disturbance to others. Permitted pets shall be kept subject to the Dade County Ordinances and in accordance to the Rules & Regulations adopted by the Association for the keeping of pets. Pet should not be kept, bred, or maintained for any commercial purpose. Pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Home, Lot and Properties upon (3) days' written notice from the Association. No pet shall be "tied-out" on the exterior of the Home or Common Areas, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. Each owner shall be responsible for the activities of its pet(s). Pets must have proper tags and be held on a leash at all times when outside of the Home and a pooper-scooper must be used to pick-up after them. This is also a Dade County Law. However, seeing-eye dogs shall not be governed by the restriction contained in this Section.

Stables No stables, livery or barn shall be erected, constructed, permitted or maintained on any Unit.

Nuisances No nuisance or any use or practice that is a source of annoyance to others or which interferes with the peaceful possession and proper use of the units by the residents of the units shall be allowed in or about any unit. No firearms shall be discharged within Lago Mar Community. Nothing shall be done or kept within the Common Areas, Parcel, or Home which will increase the rate of insurance to be paid by the Association.

Supervision of Children Parents shall be responsible for all actions of their minor children at all times in and about Lago Mar Community.

Personal Property All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Home unless such articles are being used by Owners in accordance with the terms of any rules and regulations promulgated from time to time by the Board.

Storage No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements.

Garbage Cans Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Parcel.

Laundry Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

Basketball Fixtures A basketball hoop is permitted to be use in the driveway of a home but not attached to the house and must be maintain in a first class manner. Any games, play structures, or recreational equipment requiring erection on any part of a parcel located within the sight of the street or of any neighboring properties must have the prior written approval of the ACC. For more information refer to your Architectural Control Manual.

Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

Parking No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (½) ton shall be parked on the Property. Personal street vans, personal trucks of one-half (½) capacity or smaller or personal vehicles that can be appropriately parked within standard-sized parking stalls may be parked on the Property in areas designated for same. No vehicles of any nature shall be parked on any portion of the Property or a Unit except on the surfaced parking area thereon. No vehicle repairs or maintenance shall be allowed on the Property. No vehicles shall be stored on blocks, nor shall any vehicle parked on the Property have parts removed from such vehicle, except as may temporarily be required. Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of 48 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the Owner to receive it, shall be grounds for relief of any kind. For purpose of this paragraph, "Vehicle" shall also mean campers, mobile homes, and trailers.

Recreational and Other Vehicles No boats, trailers of any kind or campers (motorized or towed) shall be parked on the Property, other than in a garage unless such boat or trailer is behind the front set back line of the Unit and the area of the Unit in which such boat or trailer is stored is fenced; and except, in the event that a Unit is located abutting a lake, if any, said Unit Owner shall be entitled to store one nonmotorized boat under eighteen (18) feet in the Unit's rear yard. No motorized boats or jet skis shall be permitted in the lake, if any.

Trash Removal Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

No Structural Change No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make structural changes in a Zero Lot Line Wall, including, but not limited, to , change of paint color, without the express written approval of the ACC.

Damage by Owner of Adjacent Home. In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the owner of the adjacent Home shall be responsible for repairing such in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage.

Irrigation Irrigation systems shall be maintained in such a manner so as to cause

no stains on Homes, structures or paved areas. Association may require from time to time, that the Owners adopt systems to prevent stains (e.g., automatic deionization systems).

Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the property. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

Subdivision and Regulation of Land No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Lago Mar Community, without the prior written approval of the Association, which may be granted or denied in its sole discretion.

Alteration and Additions No alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

Signs No sign, flags, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed. Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Common Areas. *An owner may display one 18" x 18" or smaller "for sale" or "for rent" sign in the window of his Home or on a post.* No other signs shall be permitted without the prior approval of the ACC..

Commercial Use No trade, business or any commercial use shall be conducted in or from any Home, except for sales offices as otherwise provided in the Documents.

Pressure Treatment Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

Paint Homes shall be repainted within forty-five (45) days of notice by the ACC.

Hurricane Shutters Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed 96 hours after the storm.

Temporary Structure and Use No structure of a temporary character,

trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Project at any time for a residence, workshop, office, storage room, either permanently or temporarily.. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service, repair or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes in the Lago Mar Community, no gas tank, gas container or gas cylinder, except those used by portable barbecue grills, shall be permitted to be placed on or about the outside of any of the Homes or any ancillary building.

Oil and Mining Operation

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or on the Common Open Space, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any portion of the Lago Mar Community. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Lago Mar Community.

Visibility at Street Corners

Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Garages

Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Barbecues

Barbecues may be located or permitted only upon the back patio of a Home and upon such portions of the Common Open Space as are permitted, from time to time.