

**LAKEPOINT HOMEOWNERS ASSOCIATION, INC.**

C/o Century Management Consultants, Inc., 2950 Jog Road, Greenacres, FL 33467  
561-641-1016 ~ 561-641-9118 Fax  
www.cmcmangement.biz

\*(Please check one) **Application for** PURCHASE  or LEASE  of

Property to be purchased or leased: Address # \_\_\_\_\_

Desired date of occupancy \_\_\_\_\_ Closing Date if purchase: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Co-applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**The following must accompany this application or it will not be processed**  
**COMMERCIAL VEHICLES ARE PROHIBITED**  
**Out of State or foreign background checks will incur additional fee**

- A Background Check will be performed. See attached.
- APPLICATION FEE:** \$100.00 \*NON-REFUNDABLE\* Per Applicant 18 yrs of age or older, or Married Couple; Check or Money Order Made payable to Lakepoint HOA, Inc.
- PROCESSING FEE:** \$150.00 \*NON-REFUNDABLE\* Check or Money Order Made payable to CMC MANAGEMENT.
- SECURITY DEPOSIT OF \$500.00 to be paid by owner of the property for rentals.** Make check or money order payable to Lakepoint HOA. Must be included on all rental agreements.
- Copy of your Driver's License(s)/Photo I.D./Passport
- Copy of vehicle registration(s)
- Copy of signed purchase or lease contract
- Lease Requirements: A copy of the Business Tax Receipt from the Village of Wellington must be supplied by owner & accompany this application. Leases must be for a minimum of six (6) months. Owner(s) account must be current and violations corrected. No more than 10% of homes in the community may be rented.**

**Please Note:** Title Company or Closing Attorney must request an Estoppel before closing to determine monies owed to the Association by the owner of the property. If this process is neglected, the new owner may be liable for delinquency. *A Certificate of Approval, which is required to close and prior to moving in, will be provided to the purchaser or renter after the interview/orientation.*

**Interviews will be held at the CMC Office. Allow minimum of two (2) weeks for processing. Make an appointment for an interview with the property manager after the application has been processed. Please confirm 24 hours prior to interview appointment.**

*If purchasing, you must supply the Management Company with a copy of your Warranty Deed and mailing address after closing. Purchaser is also required to inform the management company of any changes in mailing address. Association Maintenance fees are due the first day of January, April, July and October each year. Current owner must provide Governing Documents to purchaser, or they can be purchased at [www.condocerts.com](http://www.condocerts.com).*



**Please note the following important information regarding rentals:**

Section 9.21 of the Association's Declaration of Covenants and Restrictions provides that all Owners are required to first obtain approval from the Association prior to leasing your Home/Lot and importantly at no time may greater than ten percent (10%) of all Lots and Homes in the Lakepoint community be the subject of a lease. This ten percent (10%) maximum limit on the number of rentals permitted to exist within the community applies to all leases and rental agreements including but not limited to renewals of previously approved leases whose initial terms have expired, as well as to new leases of Lots and Homes. Be advised that this rental cap restriction will be fully enforced going forward regardless of prior policies or practices of the Association. Placing a tenant in your Home/Lot, including allowing for a renewal of an existing tenant, without first obtaining approval of the Association will be deemed a violation of this provision of the Declaration to which all Owners are bound. The Association can and will take action against any Owner for any such violation(s), which could very well include an eviction and/or ejection of any unapproved tenant, whether a new tenant or a tenant whose lease was renewed without Association approval

**LAKEPOINT HOMEOWNERS ASSOCIATION**  
**UNMARRIED CO-APPLICANTS USE SEPARATE APPLICATION**

Date \_\_\_\_\_ Home Phone \_\_\_\_\_ Desired Date Of Occupancy \_\_\_\_\_

Apt. No. \_\_\_\_\_ Bldg. No. \_\_\_\_\_ Purchase \_\_\_\_\_ OR Lease \_\_\_\_\_

Name \_\_\_\_\_ SS # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DOB \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Last First MI Jr/Sr Prior

Spouse \_\_\_\_\_ SS # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DOB \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Last First MI Jr/Sr Prior

Other \_\_\_\_\_ SS # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DOB \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Last First MI Jr/Sr Prior

Occupants \_\_\_\_\_ SS # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DOB \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Present Address \_\_\_\_\_  
Street Apt # City State Zip Code

Present Landlord \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Length of Residence: \_\_\_\_\_ / \_\_\_\_\_ TO \_\_\_\_\_ / \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_ #Pets \_\_\_\_\_ Type \_\_\_\_\_ Weight \_\_\_\_\_  
Mo Yr. Mo. Yr.

Previous Landlord \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Length of Residence \_\_\_\_\_ / \_\_\_\_\_ TO \_\_\_\_\_ / \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_  
Mo. Yr. Mo. Yr.

**Military Status ~ Active? YES  NO  SPOUSE Military Status ~ Active? YES  NO**

Present Employer \_\_\_\_\_ City & St. \_\_\_\_\_ PH ( \_\_\_\_\_ ) \_\_\_\_\_

Position \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_ TO \_\_\_\_\_ / \_\_\_\_\_ Income \$ \_\_\_\_\_ per \_\_\_\_\_  
Mo. Yr. Mo. Yr.

Previous Employer \_\_\_\_\_ City & St. \_\_\_\_\_ PH ( \_\_\_\_\_ ) \_\_\_\_\_

Position \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_ TO \_\_\_\_\_ / \_\_\_\_\_ Income \$ \_\_\_\_\_ per \_\_\_\_\_  
Mo. Yr. Mo. Yr.

Spouse Present Employer \_\_\_\_\_ City & St \_\_\_\_\_ PH ( \_\_\_\_\_ ) \_\_\_\_\_

Position \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_ TO \_\_\_\_\_ / \_\_\_\_\_ Income \$ \_\_\_\_\_ per \_\_\_\_\_  
Mo. Yr. Mo. Yr.

In Case of Emergency Notify \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
Name Relationship Address Phone Number

Vehicle #1 \_\_\_\_\_ #2 \_\_\_\_\_  
Year Make Model Tag # State Year Make Model Tag # State

Have you ever left owing money to an owner or landlord? Applicant: Yes \_\_\_\_\_ No \_\_\_\_\_ Spouse: Yes \_\_\_\_\_ No \_\_\_\_\_

Have you ever been arrested for a felony? Applicant: Yes \_\_\_\_\_ No \_\_\_\_\_ Spouse: Yes \_\_\_\_\_ No \_\_\_\_\_

Have you ever been convicted of a felony? Applicant: Yes \_\_\_\_\_ No \_\_\_\_\_ Spouse: Yes \_\_\_\_\_ No \_\_\_\_\_

*If you have answered yes to any of the above questions, please explain the circumstances regarding the situation on back of this sheet.*

**AUTHORIZATION OF RELEASE OF INFORMATION:** Applicant(s) represents that all of the above information and statements on the application for rental are true and complete, and hereby authorizes verification of any and all information relating to residential history (rental or mortgage), employment history, criminal history records, court records, and credit records. This application must be signed before it can be processed by management. **Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this State.** NON-REFUNDABLE APPLICATION FEE – No oral agreements have been made.

Applicant's Signature

Date

Spouse's Signature

Date

**LAKEPOINT HOMEOWNERS ASSOCIATION, INC.**  
**C/o CENTURY MANAGEMENT CONSULTANTS, INC.**  
2950 JOG ROAD, GREENACRES, FL 33467  
561-641-1016 PHONE ~ 561-641-9118 FAX  
[INFO@CMCMANAGEMENT.BIZ](mailto:INFO@CMCMANAGEMENT.BIZ)

**ACKNOWLEDGEMENT AND AUTHORIZATION FOR BACKGROUND CHECK**

I acknowledge receipt of the separate documents entitled "DISCLOSURE REGARDING BACKGROUND INVESTIGATION AND A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT", and certify that I have read and understand both of these documents. I/we hereby authorize the obtaining of "consumer reports" including but not limited to credit, eviction and criminal backgrounds. To this end, I/we hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer or insurance company to furnish any and all background information requested by Background Screeners of America, 9333 Melvin Ave., Northridge, CA 91324; 866-570-4949; [www.backgroundscreenersofamerica.com](http://www.backgroundscreenersofamerica.com) and/or Employer, Homeowner Association, Condominium Association or Cooperative Association. I further agree that a facsimile (fax), electronic or photographic copy of this Authorization shall be as valid as the original, and will hold harmless CMC Management, their employees, agents and/or affiliates, i.e., HOAs etc., and Background Screeners of America, their employees or agents and other organizations that provide information, from any and all liabilities arising out of the use of such information in connection with Background Screeners of America.

**BACKGROUND INFORMATION – to be completed by all applicants 18 years of age or older. Unmarried co-applicants must fill out separate Acknowledgement/background information form.**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Other Name (Alias) \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Driver's License # \_\_\_\_\_ State issued: \_\_\_\_\_

Present Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SPOUSE:**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Other Name (Alias) \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Driver's License # \_\_\_\_\_ State issued: \_\_\_\_\_

Present Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



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**CONDITION FOR LEASE APPROVAL**

In the event the Unit Owner is delinquent in the payment of assessments (which includes maintenances fees and any other charges owed to the Association) for more than thirty (30) days, the Association may notify the Lessee of the delinquency and in such event, the Lessee shall be obligated to commence paying all future rent payments to the Association, until the delinquent assessments and related charges are paid in full to the Association. At such time that the Lessee is paying his rent to the Association, the Unit Owner may **not** evict the Lessee for non-payment of rent. However, if the Lessee does not pay the rent to the Association as required herein, the Association shall have the authority to evict the Lessee. In such an event, the Unit Owner shall be obligated to reimburse the Association for the costs and attorneys fees incurred by the Association.

**\*\*This form must be signed by both the Unit Owner and the Lessee\*\***

**Address of home: # \_\_\_\_\_**

Term of Lease:      Start date: \_\_\_\_\_      End date: \_\_\_\_\_

**UNIT OWNER INFORMATION:**

**Name** \_\_\_\_\_  
PRINT

**Phone #** \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

**Date:** \_\_\_\_\_

**TENANT/LESSEE INFORMATION:**

**Name** \_\_\_\_\_  
PRINT

**Phone #** \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

**Date:** \_\_\_\_\_

**FOR SCREENING COMMITTEE USE ONLY:**

Screened by: \_\_\_\_\_  
PRINT NAME                                      SIGNATURE                                      DATE

\_\_\_\_\_  
PRINT NAME                                      SIGNATURE                                      DATE

LAKEPOINT HOMEOWNERS' ASSOCIATION, INC.

C/o CMC Management, Inc.

2950 Jog Road

Greenacres, FL 33467

I/We have read, understand and will obey all Rules and Regulations of Lakepoint Homeowners' Association, as they apply to all residents.

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

I/We have received a full set of Documents, including Amendments, of the Lake Point Homeowner's Association, Inc.

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**TO BE FILLED OUT BY APPLICANT(S)**  
**(Please type information or print clearly)**  
**FOR CMC OFFICE USE ONLY**

**This is a Purchase**                      **or**                       **This is a Rental**

**Association:** \_\_\_\_\_

**If Purchase, projected closing date:** \_\_\_\_\_

**If Rental, Lease Term from** \_\_\_\_\_ **to** \_\_\_\_\_

**Address of Unit:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

**Billing Address if different from Unit Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\*\*\*\*\*

**This form is to be submitted to the Accounting Department by the Manager after  
approval of application.**

LAKEPOINT  
RULES AND REGS

when such costs, attributable to a Home or Lot and the obligations of the Owner, are paid by the Association as a consequence of such Owner's failure to pay therefor. An Institutional Mortgagee who acquires title at a foreclosure sale, or by deed in lieu of foreclosure, shall not be responsible for a Limited Assessment levied prior to such acquisition of title unless such Institutional Mortgagee consents to and approves such Limited Assessment in writing.

8.12 Master Association Assessment. The Property is subject to the First Wellington Documents. The Master Association was created in order to provide for the maintenance, preservation and architectural control of all property subject to said First Wellington Documents and to assure compliance with the same with the power to levy assessments and to defray expenses incurred in the furtherance of the stated purpose. Each Owner of a Lot, by accepting a deed therefore, shall become a member of the Master Association and shall be subject to assessment by the Master Association. At the closing of title of each Lot, the Owner thereof shall pay a pro rata share of any Master Association assessment for the year in which the Owner takes title to such Lot. Thereafter, the Master Association shall bill each Owner in January for the Master Association assessment. The Master Association assessment shall be due and payable upon receipt of the bill therefor. The terms and conditions of the First Wellington Documents are by this reference incorporated herein and made a part hereof. In the event of any conflict between this Declaration and the First Wellington Documents, the First Wellington Documents shall prevail.

## ARTICLE IX

USE AND MAINTENANCE OF LOTS

9.1 Land Use and Building Type. Each Lot is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes. Nothing herein contained shall prevent ownership of a Lot by a corporation or other business entity, provided, however, that the intended use by such Owner or occupant shall be consistent with this Declaration. No commercial activity, trade or business shall be maintained upon any Lot. Only one Home may be built upon each Lot. No portable or temporary buildings, mobile homes, recreational vehicles, tents, shacks, or barns may be placed or constructed upon a Lot. Temporary use of Lots by the Developer or by any Builder authorized by the Developer for sales, displays, signs, storage, parking areas, and sales offices shall be permitted as long as the Developer or such Builder is a member of the Association.

9.2 Changes in Buildings. No Owner shall make or permit any structural modification or alteration of any Home except with the prior written consent of the ALC, which consent may be withheld for solely aesthetic reasons.

9.3 Building Location. Buildings shall be located as originally constructed on the Lots by the Builder.

9.4 Nuisances. No obnoxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done on a Lot which may be or may become an annoyance or nuisance to another Owner. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

9.5 Architectural Control. No building, wall, fence, swimming pool, spa or other structure or improvement of any nature (including landscaping) (collectively the "Improvements") shall be erected, placed, or altered on any Lot until construction plans and specifications and a plan showing the location of the proposed Improvements have been approved in writing by the ALC. Denial of ALC approval may be for any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the ALC seems sufficient. Any change in the exterior appearance of any Improvement existing on a Lot (including landscaping) shall be deemed an alteration requiring ALC approval. Any Improvements or alterations which are approved by the ALC shall be erected, placed, or altered only in accordance with the plans and specifications submitted to the ALC. All architectural matters submitted to the ALC which are also subject to approval under the First Wellington Documents, shall be presented to the Wellington Environmental Control Committee ("WECC") a committee of First Wellington, Inc., and shall be subject to its prior written consent.

9.6 Exterior Appearances and Landscaping. The roofing material and color, paint, coating, stain and other exterior finishing colors on each Home may be maintained as that originally installed, without prior approval of the ALC, but prior approval by the ALC shall be necessary before any such exterior finishing or color is changed. The landscaping on each Lot, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by the Developer unless the prior consent for any change is obtained from the ALC. Aluminum foil may not be placed on windows of any kind, or glass doors. No Owner shall place any furniture, equipment, or objects of any kind, or construct any structures, slabs or porches, beyond the limits of his Home unless prior written consent is obtained from the ALC and from the appropriate governmental agencies. No Owner shall place objects such as bicycles, toys, barbecue grills, etc., on his Lot unless concealed from view of rights-of-way and other Lots. Customary outdoor furniture shall be permitted on a Lot.

9.7 Exterior Maintenance. Each Owner shall maintain his Lot and Home (with the exception of any portion of such Lot which the Association may hereafter elect to maintain) in a neat and attractive manner at all times. Upon an Owner's failure to properly maintain his Lot or the exterior of his Home, the Association may, at its option, perform the necessary maintenance after giving the owner ten (10) days written notice sent to the Owner's last known address, or to the address of the subject Lot. All expenses of the Association incurred in performing the necessary maintenance to such Lot or Home shall be immediately due and owing from the Owner of the Lot, and shall constitute a Limited Assessment against the Lot.

9.8 Parking and Vehicular Restrictions. No Owner shall park, store or keep any vehicle upon any unpaved portion of a Lot, and any inoperable vehicle shall be stored only in an enclosed garage. No Owner shall park, store or keep on any Lot, unless in an enclosed garage, any commercial type vehicle or any recreational vehicle (camper unit, motor home, truck, trailer, boat, boat trailer, mobile home or other similar vehicle). The above restriction shall exclude camper trucks up to and including one-half (1/2) ton when used for everyday type transportation, subject to approval by the Board. No Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any Lot or upon the Common Areas, except wholly within the Owner's garage, and then only when the garage door is closed; provided, however, that such activity shall at no time be permitted if it is determined by the Board to be a nuisance. Garage doors shall remain closed except for reasonable period while the garages are being used. Garages shall be used for garage purposes only and shall not be converted to other uses. Notwithstanding the foregoing these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any ordinance of any applicable governmental authority.

9.9 Mailboxes. Only mailboxes installed by the Builder and/or approved by the ALC shall be permitted on the Property.

\* 9.10 Signs. No sign of any kind shall be displayed on any Lot, except that one (1) sign of not more than one (1) square foot may be used to indicate the name of the resident of the Lot, and one (1) sign of not more than one (1) square foot may be used to advertise the sale or rental of a Lot. The ALC shall have the authority to require a particular type of sign, uniform in appearance, content and size with regard to the advertisement of any Lot for sale or rent. No signs shall be permitted anywhere in the Common Areas without the prior consent of the Board and the ALC.

Notwithstanding anything herein to the contrary, the Developer, or any Builder so authorized by the Developer, for so long as it is a member of the Association, shall have the right to erect and maintain on any Lot or in the Common Areas any sign or display deemed in its discretion to be necessary or the identification of the Property or for the promotion of sales or rentals of Lots.

9.11 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited or kept on any Lot except in containers specifically manufactured for such purpose and in such areas, including, but not limited to below ground level, as may be designated for such purpose by the ALC; provided, however, that the requirements of any applicable governmental authority for disposal or collection of trash and garbage shall be complied with. Refuse containers shall be shielded by a garbage bin so that the container is not visible from any point on the front line of the Lot or from adjoining properties. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition.

During the construction of any dwelling unit, the Owner shall be responsible for placing, at the end of each day, all trash, scrap building materials, clippings, stumps, packing materials and debris in a refuse container approved by the Developer at a location which shall be approved by the Developer. Failure to comply with the above will result in the Developer having the trash removed at a charge to the Owner of cost plus fifty percent (50%).

9.12 Damage to Buildings. In the event a Home is damaged through an act of God or other casualty, the Owner of such Home shall promptly cause his Home to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications or, if the Owner elects not to rebuild, to promptly raze the damaged structure, remove all debris including any slab, foundation, footings and other improvements and thereafter maintain his Lot in the manner otherwise required by this Declaration and the Master Association. The Association shall have the right, but not the obligation, to enforce such repair and rebuilding or raze the damaged Home to comply with this Section. To accomplish the requirements of this Section, each Owner shall insure his Home at the highest insurable value.

9.13 Antennas. No exterior television or radio antennas, towers or satellite dishes of any nature shall be erected or permitted on any Lot without the prior written consent of the ALC.

9.14 Roofs. Roofs shall be maintained as constructed by the Builder and any change in material, color, construction or the like shall first be consented to by the ALC in writing.

9.15 Carports. No carports shall be constructed on any Lot, and no canvas, pipe or other type of carport shall be placed in front of a garage.

9.16 Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

9.17 Animal Restrictions. No animals, insects, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except that usual and ordinary dogs, cats, fish, birds, and other household pets (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) may be kept on Lots subject to Rules adopted by the Board, provided that they are not kept, bred, or maintained for commercial purposes, or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association (or the ALC or such other Person as the Association may from time to time designate) may determine that a

reasonable number in any instance may be more or less than two. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any Owner. Animals belonging to Owners, occupants, or their licensees, tenants or invitees must be kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosures must be so maintained that the animal cannot escape therefrom, and shall be subject to the approval of the ALC. Each Owner shall be absolutely liable to each and all remaining Owners, the families, guests, tenants, and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by such Owner or by members of his family, his tenants or his guests. It shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Areas or any portion of another's Lot. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit (i) the maintenance of any animals which are not permitted to be maintained on the Property under the ordinances of any applicable governmental authority or (ii) the maintenance of any animals which may otherwise be permitted on the Property by the ordinances of any applicable governmental authority.

9.18 Water Supply. No well or other individual water supply system shall be permitted on any Lot, except for use in sprinkler systems.

9.19 Air Conditioning Units. No air conditioning units may be mounted through windows or walls or on the exterior of a Home unless the location, method of installation, appearance and desirability of such unit has the prior written consent of the ALC.

9.20 Subdividing, Combining or Replatting Lots. The Developer shall at all times have the right to subdivide or replat any Lot owned by the Developer without the consent of the Association or any other Owner. Each Lot resulting from such resubdivision or replatting shall be considered as a separate Lot and shall be liable for Assessments in accordance with this Declaration. The Developer shall also have the right to combine two (2) or more Lots and to construct one (1) Home thereon, without the consent of the Association or any Owner; however, each of the individual Lots which have been combined shall be considered as a separate Lot and shall be liable for Assessments in accordance with this Declaration (so that the Owner of a Home constructed on two (2) Lots shall be liable for two (2) Assessments). Except for Lots owned by the Developer, no Lot shall be subdivided, replatted, or combined with any other Lot without the prior written consent of the ALC.

9.21 Leases. No portion of a Lot and Home (other than an entire Lot and Home) may be rented. All leases shall be submitted to the Board prior to the commencement of the lease term or occupancy by a tenant for approval by the Association and shall provide that the Association shall have the right to terminate the



lease upon default by tenant in observing any of the provisions of the Declaration, Articles, By-Laws or Rules. Leasing of Lots and Homes shall require the prior written approval of the Association. No lease shall be approved for a term of less than six (6) months. Owners wishing to lease their Lots and Homes shall be required to place in escrow with the Association the sum of Five Hundred Dollars (\$500.00) which may be used by the Association to repair any damage to the Common Areas resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant, including attorneys' fees and costs incurred by the Association in such enforcement or collection. Any balance remaining in the escrow account, less an administrative charge not to exceed Fifty Dollars (\$50.00) shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the Lot and Home. The requirements of this subsection shall not apply to the leasing of Lots and Homes by the Developer or Builder for so long as either is a member of the Association.

9.22 Rights to the Developer. Notwithstanding anything contained in this Declaration to the contrary, as long as the Developer or any Builder so authorized by the Developer, is a member of the Association, the Developer and/or such Builder shall have the absolute right to lease, sell, transfer, or otherwise convey any portion of the Property upon any terms and conditions it deems to be in its own best interest; and the Developer and/or such Builder shall have the further right to maintain such sales offices and place such signs on the Property and otherwise perform such sales activities as it may deem necessary, appropriate, or desirable, subject to the jurisdiction of the Master Association.

## ARTICLE X

### RULES AND REGULATIONS

10.1 Compliance by Owners. Every Owner shall comply with all of the covenants set forth in this Declaration and all Rules, all as maybe amended from time to time.

10.2 Enforcement. Failure by any Owner to comply with this Declaration and the Rules shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend an Owner's voting rights and to suspend the use of the Common Areas.

10.3 Fines. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for the failure of an Owner, his