

Rules and Regulations

1. Use Restrictions. Each Owner must comply with the following.
 - 1.1. Alterations and Additions. No material alteration, addition or modification to a Parcel or Home or material change in the appearance thereof, shall be made without the prior written approval of the ACC, as required by this declaration.
 - 1.2. Animals. No animals of any kind shall be raised, bred or kept within Balmoral Estates for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance, a determination by the Board that an animal or pet kept or harbored in a Home is a shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the 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. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Balmoral Estates designated for such purpose, if provided by Association, or on that Owner's Home. The person walking the pet or the Owner shall clean up all mater created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, Seeing Eye dogs shall not be governed by the restrictions contained in this section.
 - 1.3. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.
 - 1.4. Cars and Truck.
 - 1.4.1. Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of the Balmoral Estates or a Lot including, without limitation, on the grass, median, swales, streets, or sidewalks, except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway on the Home and not in the roadway or swale. To the extend Balmoral Estates has any guest parking, Owners may park in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans, which are larger than one (1) ton shall be, parked In Balmoral Estates except during the period of a delivery. Recreational vehicles, Personal Street vans, personal trucks of (1) ton capacity or

smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Balmoral Estates.

1.4.2. Repairs and Maintenance of Vehicles. No vehicle, which cannot operate on its own power, shall remain on Balmoral Estates for more than twenty-four (24) hours, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

1.4.3. Prohibited Vehicles. No commercial vehicles, Limousine, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Balmoral Estates except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within a fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Balmoral Estate facility. No vehicles displaying commercial advertising shall be parked within public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Balmoral Estates. For any Owner who drives an automobile issued by the County or other government entity (i.e. police cars), such as automobiles shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domestic or residence either temporarily or permanently. No vehicles with expired registration or license plate may be kept within public view anywhere within Balmoral Estates. The use of powered scooters, ATV's, ATC's and/or other similar motorized vehicles shall be prohibited in the facilities and Common Area. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

1.5. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently restore or repair the Home as approved by ACC.

- 1.6. Commercial Activity. Except for normal construction activity, sole, and re-sale of Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within Balmoral Estates. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customs, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in Rules and Regulations. No owner may actively engage in any solicitations for commercial purposes within Balmoral Estates. No solicitors or a commercial mature shall be allowed within Balmoral Estates, without prior written consent of Association. NO garage sales are permitted, except as permitted by Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.
- 1.7. Completion and Sale of Homes or Units. No personal or entity shall interfere with the completion and sale of Homes within Balmoral Estates. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VLAUE OF HOMES; THEREFORE EACH OTHER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITE ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN BALMORAL ESTATES AND THE RESIDENTIAL ATMOSPHERE THEREOF.
- 1.8. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than Association officer or representative of the management company retained by the Association shall direct, supervise, or in any manger attempt to assert any control over any contractor of Association.
- 1.9. Cooking. No cooking shall be permitted not shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Balmoral Estates.
- 1.10. Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Balmoral Estates without prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be

removed no later than January 1th of the following year. The ACC may establish standard for holidays. The ACC may require the removal of any lighting that creates a nuisance (e.g. unacceptable spillover to adjacent Home).

- 1.11. Disputes as to Use. If there is any dispute as to whether the use of any portion of Balmoral Estates complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered but such party with respect to such dispute shall be final and binding on all persons concerned.
- 1.12. Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. The maintenance of such systems and/or facilities within the Common Areas shall be the responsibility of the Association. Once the drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant of ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plans the tree shall be solely responsible for the removal of the roots that adversely affect the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.
- 1.13. Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home including, but not limited to, any damage caused by Developer, Association or by the holder or 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, defend 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 use of the Common Areas, easement area, or in a public right-of-way between boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the vent that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

- 1.14. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to the firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Home.
- 1.15. Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet or less, wood (natural wood stain or other color approved by the ACC), shadowbox or stockade. No fences, walls, structures or trees shall be permitted within any lake maintenance easement of the Association or within any Common Area property abutting the lakes.
- 1.16. Fuel Storage. No fuel storage shall be permitted within Balmoral Estates, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces, emergency generators or similar devices and as otherwise permitted by this Declaration.
- 1.17. Garages. Each Home may have its own garage. No garage shall be converted to a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.
- 1.18. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. At this time, the City of Doral provides a service for garbage pickup within Balmoral Estates. Notwithstanding the foregoing, if Association ever provides a service for garbage pick-up, the cost of the same shall be part of the Operating Costs. 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 Home or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage can and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00p.m. on the day preceding the pick-up and must be returned to the Homes so that they are not visible from outside the Home on the day of pick up.
- 1.19. General Use Restrictions. Each Home, the Common Area and any portion of Balmoral Estates shall not be used in any manner contrary to the Association Documents.

- 1.20. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (not any other time) . Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any other time other than a storm event. An approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.
- 1.21. Irrigation. The water used in the irrigation systems is not suitable for drinking or water sports. Children and pets should not play in such water. Such water shall not be used by Owner to irrigate lawns. Due to the water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g. automatic deionization systems). The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. No Owner whose House adjoins a waterway or lake, if any, may utilize the waterway or lake to irrigate unless so provided by Developer as a part of original construction, subject to applicable permitting. Use of lake water by Owners is prohibited and is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways and lakes to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSISTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.
- 1.22. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mats 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 or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.
- 1.23. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Balmoral Estates. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of the governmental entities for the maintenance, modification or repair of a portion of Balmoral Estates shall be the same as the responsibility for the maintenance and repair of the property concerned.

- 1.24. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rental. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on an ant basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreement shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall automatically be deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or Instrument governing Balmoral Estates or administered by Association. Each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rent and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in section 24 hereof. No home may be subject to more than two (2) leases in any twelve (12) month period, regardless of lease term. No lease term shall be less than ninety (90) days. No subleasing or assignment of lease rights by tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoices as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be remembered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provision of Section 24 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

- 1.25. Minor's Use of Facilities. Each owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her home. Developer and Association shall not be responsible for any use of the facilities and Common Area by anyone, including minors. Children under the age of sixteen (16) shall be accompanied by an adult at all times.
- 1.26. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others which interferes with the peaceful possession and proper use of Balmoral Estates is permitted. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of Homes or Common Areas by an Owner or permitted occupant thereof, his or her immediate family, guests, tenants and invitees. No firearms shall be discharged within Balmoral Estates. Nothing shall be done or kept within Common Areas, or any other portion of Balmoral Estates, including a Home or Lot which will increase the rate of insurance to be paid by association.
- 1.27. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.
- 1.28. Paint. Homes shall be repainted within forty-five (45) days of notices by the ACC.
- 1.29. Personal Property. All personal property of Owners or other occupants of Homes 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, any Parcel or Home, or any other portion of Balmoral Estates, which is unsightly or which interferes with the comfort and convenience of others.
- 1.30. Pools. No aboveground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment), unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC.

- 1.31. Removal of Soil and Additional Landscaping. Without the prior approval of the ACC, no Owner shall remove soil from any portions of Balmoral Estates, change the level of the land within Balmoral Estates, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Balmoral Estates. Owners may place additional plants, shrubs, or trees within any portion of Balmoral Estates with the prior approval of the ACC.
- 1.32. Roofs, Driveways and 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. No surface applications to driveways shall be permitted without prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings.
- 1.33. Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without prior written approval of the ACC as required but this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas, Each Owner agrees that the location of satellite dishes, antennas and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of Balmoral Estates. No Owner shall operate any equipment or device, which will interfere with the radio or television reception of others and satellite dishes must be on the fascia board when possible with no exposed wires. All antennas not permitted by the Federal Communication Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted the Board and shall be governed by the then current rules of FCC.
- 1.34. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Balmoral Estates that is visible from the outside without prior written approval from the ACC as required by this Declaration; and without prior written approval thereof by governmental agencies, if necessary (e.g. permit boards); provided, however, signs required by governmental agencies and approved by the ACC may be displayed. "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12"x12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of Balmoral Estates while the Developer still holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flagpoles (except as Developer may use) shall be permitted within Balmoral Estates, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Home and displayed for purpose of a holiday, and United States of America flags shall be permitted without ACC approval.
- 1.35.

- 1.36. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Balmoral Estates without prior written approval of ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval of the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of similar nature shall not be constructed on any part of Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.
- 1.37. Storage. No temporary or permanent utility or storage shed, storage building, tent or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.
- 1.38. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Balmoral Estates or within any Home or Parcel, except for those, which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by ACC.
- 1.39. Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within or adjacent to Balmoral Estates. Boating and personal watercraft (e.g. jet skis) are prohibited. No private docks may be erected within any waterbody.
- 1.40. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.
- 1.41. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersection shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

- 1.42. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges the running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.
- 1.43. Wells. Wells are not permitted unless through the prior written approval of the ACC.
- 1.44. Wetland Areas. Balmoral Estates main contain preserves, wetlands, and/or irrigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained in their natural states.
- 1.45. Window or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.
- 1.46. Window Treatment. Window Treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of ACC. No awnings, canopies, or shutters shall be affixed to the exterior of a Home without prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of neutral color, such as white, off-white and wood tones.
- 1.47. Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate n or about the Common Areas or many any personal se of such Common Areas.
- 1.48. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a House shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions, which may pass over or underneath an adjacent Home. A perpetual non-exclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water run off from rood overhangs, eaves and other protrusions onto an adjacent Home.



PROSPECTIVE OWNER ACKNOWLEDGMENT

I certify that I have read, understood, and received a copy of the Declaration of Condominium, Bylaws, and Rules and Regulations of Balmoral Estates Homeowners Association, Inc. I understand there is a homeowner’s association fee, which must be paid monthly. Once I close on the property, it is my responsibility to notify management and request coupon payment book. As an owner I will be financially responsible for any and all late fees that can occur after closing date.

Unit Address: _____

Signature of Owner: _____

Please Print Name (Owner): _____

Date: _____

Signature of Tenant(s): _____

Please Print Name: _____

Date: _____

UNIT OWNER ACKNOWLEDGMENT

I certify that I have provided a copy of the Rules and Regulations of Balmoral Estates Homeowners Association, Inc. to my prospective tenant(s). As an owner I will be financially responsible for any and all damages caused to Balmoral Estates Homeowners Association, Inc. by my tenant(s) and or any of their guests.

Unit Address: _____

Signature of Owner: _____

Please Print Name (Owner): _____

Date: _____

Signature of Tenant(s): _____

Please Print Name: _____



Date: _____

Acknowledgement of the Rules and Regulation

I, _____ apply for address _____ hereby
by acknowledge receipt of the Rules and Regulations of Lakes on the Green Homeowners Association,
Inc. and agree to abide by them.

I / We, by submitting this Lease Application, Tenant hereby acknowledges and agrees that Tenant’s failure
to observe any of the provisions of the Declaration, the Articles of Incorporation and By-Laws of the
Association and its applicable rules and regulations or other applicable provisions of any agreement,
document or instrument governing The Properties or administered by the Association may result in the
Association exercising its right to terminate your lease and proceeds with its legal remedies.

Signature of Applicant: _____

Please Print Name: _____

Date: _____

Signature of Co-applicant: _____

Please Print Name: _____

Date: _____