

Atlantis at the Oasis Association

The following information should be filled out by the **Prospective Buyer**.

Request for Approval - Purchase

ALL of the following information must be submitted to the Board of Directors for consideration **BEFORE APPROVAL IS GRANTED** for the sale of your property.

☐ A **\$100.00 non-refundable screening fee PER APPLICANT** (husband and wife shall be one applicant) **from the Prospective Tenant or Owner** in the form of a Money Order or Cashier's Check only. Other adults (18+) is an additional \$100.00 (per adult). **Payable to: Atlantis at Oasis.** Personal checks or cash will not be accepted.

☐ **Request for Approval Cover Page** (included in this packet)

☐ A **copy of the fully executed "Application for Purchase"** (included in this packet). Please note that if there are any questions not answered or left blank on the application, the application will be returned and not processed. Occupancy regulation: NO more than (2) occupants per room.

☐ A **copy of the Authorization for Release of Banking, Residence, Employment, Credit, and Police Information** (included in this packet)

☐ A **copy of Receipt for Rules and Regulations** (included in this packet)

☐ A **complete copy of the fully executed Real Estate Sales Contract** (which shall be subject to the review of the Association). Name(s) on contract must match the applicants name on application.

☐ **Driver's License or Picture ID (i.e. Passport) of ALL applicants / occupants over 16 years of age**

☐ For any pets(s) - complete pet registration form with copy of vaccination records and color picture.

☐ **All Keys, gate cards, and "Rules and Regulations" are the responsibility of the landlord.**

Applications must be submitted to the Board of Directors not less than **thirty (30) days** before the sale. Please note that **Occupancy prior to Approval is prohibited.**

****A one thousand-dollar (\$1,000.00) Resale Capital Contribution will be charged to all new buyers at closing. This will be included in the Estoppel Request normally requested by the Title Closing Company.**

Applications along with the above requested information must be brought or mailed to:

**Alton Madison Property Management
381 N. Krome Avenue, Suite 205
Homestead, FL 33030**

INCOMPLETE APPLICATION PACKAGES WILL NOT BE ACCEPTED

NO FAXES WILL BE ACCEPTED AND / OR PROCESSED

ONLY ORIGINALS.

Please note that Alton Madison Property Management will not be able to RUSH the process. We ask that you not call us to request that the process be "rushed". We will reply to you and / or your Title Closing Company via U.S. Postal Service and we may also contact you via telephone when the application has been processed by the Board of Directors.

We appreciate your cooperation in complying with Atlantis at the Oasis Governing Documents. If you should have any questions or concerns, please feel free to call Alton Madison Property Management at 305-247-5085 or you may email your questions or concerns to atlantis@altonmadison.com

Atlantis at the Oasis Association

REQUEST FOR APPROVAL OF PURCHASE COVER PAGE

Complete all parts of this page. Please mark "N/A" for all parts that are Non Applicable.

Current Property Owner's (Seller) Information

Name of Property Owner: _____

Property Address: _____ (Homestead, FL 33035)

Property Owners Mailing Address: _____

Atlantis of the Oasis Account #: _____ (if unknown, leave blank)

Property Owner's Phone #: _____

Realtor's Information (if applicable)

Name of Realtor: _____

Company Name: _____

Realtor's Phone #: _____

Mortgage Broker's Information (REQUIRED)

Name of Broker: _____

Company Name: _____

Broker's Phone #: _____

Prospective Buyer's Information

Prospective Buyer's Name(s) (as will appear on title): _____

Name, Age, and Relationship of ALL other family members that will occupy the Unit:

Name	Age	Relationship

Prospective Buyer's Phone No: _____

AS PERMANET RESIDENCE _____
AS SEASONAL RESIDENCE _____

FOR RENTAL (*) _____
OTHER EXPLAIN: _____

Applicant's Signature

Co-Applicant's Signature

Applicant's Name (Please Print)

Co-Applicant's Name (Please Print)

Atlantis at the Oasis Association

APPLICATION FOR SALE / RESIDENCY

Applicant: _____
(Last) (First) (Middle)

Date of Birth: _____ Social Security No: _____

Personal
Description: _____
Ht. Wt. Hair Color Driver's License # State

Present Address (NOT the address you are moving to): _____
(Street) (Apt)

(City) (State) (Zip Code) (Home telephone) ☐ Own ☐ Rent (Since)

Landlord/Mortgage Co.: _____
(Name) (Address)

(City) (State) (Zip Code) (Home telephone) ☐ Own ☐ Rent (Since)

Previous Address _____
(Street) (Apt)

(City) (State) (Zip Code) (Home telephone) ☐ Own ☐ Rent (Since)

Landlord/Mortgage Co.: _____
(Name) (Address)

(City) (State) (Zip Code) (Home telephone) ☐ Own ☐ Rent (Since)

Total Number of people
to occupy premises: _____

In case of Emergency, notify: _____ Telephone: _____

Vehicle 1: _____ Tag Number: _____
Year Make Model Color

Vehicle 2: _____ Tag Number: _____
Year Make Model Color

Present Employer: _____
(Name) (Business Address)

(City) (State) (Zip Code) (Telephone) (Supervisor) \$ (Monthly Income) (Since)

Previous Employer: _____
(Name) (Business Address)

(City) (State) (Zip Code) (Telephone) (Supervisor) \$ (Monthly Income) (Since)

Atlantis at the Oasis Association

Co-Applicant: _____
(Last) (First) (Middle)

Date of Birth: _____ Social Security No.: _____

Is Co-Applicant spouse? ☐ Yes ☐ No Specify Relationship: _____

Co-Applicant's Present Employer: _____
(Name) (Business Address)

(City) (State) (Zip Code) (Telephone) (Supervisor) \$ (Monthly Income) (Since)

Co-Applicant's Previous Employer: _____
(Name) (Business Address)

(City) (State) (Zip Code) (Telephone) (Supervisor) \$ (Monthly Income) (Since)

Co-Applicant's
Description: _____
Ht. Wt. Hair Color Driver's License # State

Children: _____ Pets: _____
(How many and their ages) (Description and approximate weight)

Bank Reference: _____
(Name) (Acct. #) (Phone #)

(Location) (City) (State)

Credit Card Reference: _____
(Name) Acct. # - Last 4 Numbers (Phone #)

(Location) (City) (State)

Have you ever been arrested for a misdemeanor or felony? **Applicant** **Co-Applicant**

Explain: _____ ☐ Yes ☐ No ☐ Yes ☐ No

Have you ever been convicted for a misdemeanor or felony? **Applicant** **Co-Applicant**

Explain: _____ ☐ Yes ☐ No ☐ Yes ☐ No

CORRECTION INFORMATION – Applicant represents that all of the above statements are true and complete, and hereby, authorizes verification of the above information, references and credit records in addition to the foregoing, applicant(s) has paid to Atlantis at the Oasis Association the sum of \$100.00 as a nonrefundable fee for Association's costs and right of occupancy and or forfeiture of deposits and may constitute a criminal offense under the laws of this State. Furthermore, I understand that an investigative consumer report including information about my character, general reputation, personal characteristics, mode of living, and all public record information including criminal records may be made. I understand that a written request for the nature and scope of the investigation, if made within a reasonable period of time may be made. I understand that misrepresentation of the above information will void my lease/rental agreement and be grounds for immediate eviction with loss of all deposits. I authorize verification of this information by the Landlord or his agent.

EQUAL CREDIT OPPORTUNITY ACT - The Federal ECOA prohibits from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with this law concerning this apartment community is the Federal Trade Commission. 1718 Peachtree St. N.W. Room 10000, Atlanta, Georgia 30308

I HAVE READ AND AGREED TO THE PROVISIONS AS STATED.

Applicant's Signature

Date

Co-Applicant's Signature

Date

Atlantis at the Oasis Association

AUTHORIZATION FOR RELEASE OF BANKING, RESIDENCE, EMPLOYMENT, CREDIT AND POLICE INFORMATION

I/(we) _____
print name(s)

Hereby authorize the release of information to the Credit Agency and their Attorneys or Representatives, and Sarma, Inc, as Agents, concerning my banking, credit, residence, employment or police records in reference to this application for housing with Atlantis at the Oasis Association, hereinafter referred to as Association.

I/we understand that the Board of Directors of the Association may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors of the Association, or Sarma, Inc, as agents to make such an investigation and agree that the information contained in the attached application may be used in such an investigation.

Furthermore, I/we release the Board of Directors and Officers of the Association, Sarma, Inc, as Agent (to include Employees, Officers, Directors, Brokers, Agents, and representatives of the foregoing) and all persons and firms providing or receiving information in this report, from any and all claims or liability which might arise from the release transmission, assembly, interpretation of information, denial or application or other adverse action.

Signature of Applicant

Date

Signature of Co-Applicant

Date

Atlantis at the Oasis Association

Receipt for Governing Documents, and Rules and Regulations

All new purchasers must receive a copy of the Governing Documents, and Rules and Regulations of the Association and sign the following receipt, acknowledging that they will abide by them. This receipt must be returned to

Atlantis at the Oasis Association, Inc
c/o Alton Madison Property Management
381 N. Krome Avenue, Suite 205
Homestead, FL 33030

I / we _____, am (are) in receipt of the Governing Documents, and Rules and Regulations of Atlantis of the Oasis Association, Inc and agree to abide by them or any future changes or additions to them.

I (we) will also familiarize myself (ourselves) with the Association documents, and agree to be bound by them as well, including any future amendments.

I (we) agree that the Rules and regulations will be shared with all members of our household.

I (we) understand that parents will be responsible for minor children, and that host families will be responsible for all guests

Unit

Address: _____

Date: _____

Name(s)

Printed: _____

Signature(s): _____

PET REGISTRATION FORM

Applicant Property Address (in Atlantis) : _____ Homestead, FL 33033

A. ☐ I have a pet (go to part B.) ☐ I DO NOT Have any pets (go to part D.)

B. Pet(s) owner's name _____

Applicant Pet Owner is a ☐ Homeowner (complete 1 thru 4) OR ☐ Tenant (complete 1 thru 7)

1. Homeowner Mailing Address: _____
2. Homeowner Name (or Name of company) : _____
3. Homeowner Phone: (_____) _____ - _____ Work Phone: (_____) _____ - _____
4. Cell Phone: (_____) _____ - _____ Email: _____
5. Tenant Name (if applicable): _____
6. Tenant Email Address(es) **(1 required)** _____
7. Tenant Telephone Number: (_____) _____ - _____

C. Complete All of the following:

1. Type of Pet (Check one): ☐ Dog/Canine ☐ Cat/Feline ☐ Bird ☐ Other _____
Pet's Name: _____, Pet's current weight: _____, Weight when fully grown _____
Pet's License/tag # _____ Pet's breed: _____, Pet's age: _____,
Pet's color/markings _____, **Vaccination Record attached?** ☐ **Service Animal or ESA* ?** ☐
Other description(s) _____
2. Type of Pet (Check one): ☐ Dog/Canine ☐ Cat/Feline ☐ Bird ☐ Other _____
Pet's Name: _____, Pet's current weight: _____, Weight when fully grown _____
Pet's License/tag # _____ Pet's breed: _____, Pet's age: _____,
Pet's color/markings _____, **Vaccination Record attached?** ☐ **Service Animal or ESA* ?** ☐
Other description(s) _____

**Attach E.S.A. Certificate
and Doctor Letter if
applicable*

Complete Part D.

I am aware of Martinique at Oasis Neighborhood Association's Rules and Regulations regarding pets and animals within the Association and agree to abide by them. Martinique has a weight limit restriction of **20 pounds** fully grown and a limit of (2) dogs per Townhome. If after Rental/Purchase you decide to obtain a dog, you must adhere to the weight/limit restrictions and immediately register the dog to the HOA. Failure to abide by these Rules and Regulations may be grounds for either removal of the unauthorized Pet (s), nonrenewal of Lease, or the issuance of a Violation and/or fine. Pets are to be walked on a leash and under the control and care of a responsible adult. All excrement must be picked up. Failure not to pick up and dispose of waste may result in a violation and/or fine to the Owner and/or Renter. Pit Bulls are not allowed in Miami Dade County and will not be approved by the HOA. See additional guidelines regarding Pets on Pages 4-5 in the Rules, Regulations and Policies provided at time of lease or purchase.

By my signature below, I verify that I have read and understood the above and will abide by the Rules and Regulations of Atlantis at the Oasis Neighborhood Association Inc.

If my pet(s) ownership or status changes, I will complete a new form.

Signature X _____ Date _____

Print Name _____

Atlantis at Oasis

Rules & Regulations

14.1.11.2 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

15. Use Restrictions. In addition to use restrictions in the Master Declaration, each Owner must comply with the following:

15.1 Alterations and Additions. No material alteration, addition or modification to a lot 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 ACCs as required by this Declaration.

15.2 Animals. No animals of any kind shall be raised, bred or kept within Atlantis 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 up to a limit of two (2) such pets per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the forgoing, 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 nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash unless such animals are of a breed prohibited by the City, County or other governmental agencies. 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 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 and urinate only in the "pet walking" areas within Atlantis designated for such purpose, if any, or on that Owner's Home. The person walking the pet, or the Owner shall clean up all matter 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.

15.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or others landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

15.4 Cars and Trucks.

15.4.1 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 Atlantis or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Atlantis has any guest parking, Owners are prohibited from parking 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 Atlantis except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Atlantis.

15.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within Atlantis for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Atlantis, 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.

Atlantis at Oasis

Rules & Regulations

15.4.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, and trailers of any other type, kind or description, or camper, may be kept within Atlantis except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the 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 Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by the Developer or Builder of Homes, Club Owner, Common Areas, or any other Atlantis facility. No vehicle displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Atlantis. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such 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 domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on Atlantis. The use of powered scooters, ATVs, ATCs, and/or other motorized vehicles shall be prohibited in the facilities and Common Areas.

15.5 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 continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth Section 16.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

15.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within Atlantis. 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 invites customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Atlantis. No solicitors of a commercial nature shall be allowed within Atlantis without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

15.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within Atlantis. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES, THEREFORE, EACH OWNER IS BENEFITED BY THE

FOLLOWING RESTRICTIONS; PICKETING AND POSTING OF NEGATIVE SIGNS, POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND RESIDENTIAL ATMOSPHERE THEREOF.

Atlantis at Oasis

Rules & Regulations

15.8 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 an Association officer or representative of the management company retained by the Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

15.9 Cooking. No cooking shall be permitted nor 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 barbecue facilities throughout Atlantis.

15.10 Decorations. No decorative objects, including, but not limited to, birdbaths, figurines, wind chimes, light fixtures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Atlantis without the 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 15th of the following year. 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 Home).

15.11 Dispute as to Use. If there is any dispute as to whether to use of any portion of Atlantis complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

15.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be the responsibility of the Association. Once 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 to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, Master Association, District, Club Owner and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

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15.13 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 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, 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 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 Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.14 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home 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 and adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any neutral water run-off from roof overhangs, eaves and other intrusions onto an adjacent Home.

15.15 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 take care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

15.16 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. Owners may not install chain link fencing of any kind. Developer may, but shall not be obligated to, install chain link fencing for perimeter areas screened by landscaping. All enclosures of balconies, patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet or less, made of wood (natural wood, white or other color approved by the ACC) or shadowbox.

15.17 Fuel Storage. No fuel storage shall be permitted within Atlantis, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration.

15.18 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Atlantis at Oasis

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15.19 Garbage Cans. Trash collections and disposal procedures established by Association shall be observed. If possible Association may provide for garbage pick-up, the cost of which shall be 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 the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage and trash in garbage cans 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 6:00 PM on the day preceding the pickup, and must be returned to the Home so that they are not visible from outside the Home on the day of pick up.

15.20 General Use Restrictions. Each Home, the Common Areas and any portion of Atlantis shall not be used in any manner contrary to the Association Documents.

15.21 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 (nor at 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 a 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 time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15.22 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Such water shall not be used by Owners to irrigate lawns. Due to 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. Developer is not providing any irrigation to the Homes. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, 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 CONSTANT OR Aesthetically PLEASING AT ANY PARTICULAR TIME. Developer, Master Developer, the District, Association, Master Association and/or Club Owner, 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 system to irrigate the Common Areas and/or Homes. Any computerized loop, irrigation system that is not specifically the maintenance obligation of a Neighborhood Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

15.23 Lakes and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Areas. Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. It is possible that the lakes and canal slopes may be owned and maintained by the District.

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Each Owner hereby grants Association and/or District an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

15.24 Laundry. Subject to the provisions of Sections 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 or Lot.

15.25 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Atlantis. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Atlantis shall be the same as the responsibility for maintenance and repair of the property concerned.

15.26 Landscaping and Irrigation of Lots: Removal of Sod and Shrubbery: Additional Planting

15.26.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lot in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.

15.26.2 All grass and landscaping located within any rear yard of a Lot shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within Community may not be large enough to accommodate any of the foregoing items in any event.

15.26.3 Without the prior consent of the ACC, no sod topsoil, tree or shrubbery shall be removed from Atlantis, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.26.4 No landscapes lighting shall be installed by and Owner without the prior written approval of the ACC.

15.27 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements 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 that Association shall have the right to terminate the lease upon default by the tenant in observing any of the

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provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Atlantis or administered by Association, Owners are responsible for providing their tenants with copies of all such 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 29 hereof. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than ninety (90) days. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement 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 to 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 invoiced 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 deposits in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by the Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section 15.27 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered 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 provisions of Section 29 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.

15.28 Maintenance by Owners.

15.28.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Atlantis by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced or located outside the Front Yard. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

15.28.2 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with the ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

15.28.3. 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 suffered to remain upon any Home.

15.29

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, Master Developer, Master Association, Association and Club Owner shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

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15.30 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Atlantis is permitted. No firearms shall be discharged within Atlantis. 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, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Atlantis, including a Home or Lot which will increase the rate of insurance to be paid by Association.

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

15.32 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, nor 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.

15.33 Personal Property. All personal property of Owners or other occupants of Home 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 Lot or Home, or any other portion of Atlantis, which is unsightly or which interferes with the comfort and convenience of others.

15.34 Pools. No above-ground 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 has to 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 the 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 (IV) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by 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 ACC approval.

15.35 removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Atlantis or change the level of the land within Atlantis, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Atlantis. Owners may not place additional plants, shrubs, or trees within any portion of Atlantis without the prior approval of the ACC.

15.36 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressured treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the 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 re permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

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15.37 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by 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 Atlantis and satellite dishes must be on the fascia board when possible with no exposed wires. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install without ACC approval Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

15.38 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

15.39 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

15.40 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Atlantis that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). "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 Atlantis while the Developer 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 flag poles (except as Developer may use) shall be permitted within Atlantis unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24"x36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three-foot (3') pole and attached at a forty-five-degree (45°) angle from the Home.

15.41 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Atlantis without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by 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 a similar nature shall not be constructed on any part of a 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.

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15.42 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 approval of the ACC, City and/or County, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible above such landscaping, fencing, walls or from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

15.43 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of the 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 Atlantis, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

15.44 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Atlantis or within any Home, Lot or Parcel, except 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 the ACC.

15.45 Swimming Fishing Boating Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within or adjacent to Atlantis. Boating and personal watercraft (e.g. jet/water skis) are prohibited. No private docks may be erected within any waterbodies.

15.46 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. U

15.47 Visibility on 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 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.

15.48 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 walking around windows and seals on doors. Each Owner acknowledges that 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.

15.49 Wells. Wells are permitted with prior written approval of the ACC. Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation 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 by Association in their natural state.

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15.50 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

15.51 Window Treatments. 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 two (2) weeks 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 the ACC. No awnings, canopies or shutters shall be affixed to the exterior of the 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 a neutral color, such as white, off-white or wood tones.

16. Requirement to Maintain Insurance.

16.1 Association. Association shall maintain the following insurance coverage:

16.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

16.1.2 Liability, Property Damage, Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to Developer (until the Community Completion Date) and Association.

16.1.3 Director and Officer Liability Insurance. Each member of the Board shall be covered by directors and officer's liability insurance in such amounts and with such provisions as approved by the Board.

16.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

16.2 Homes.

16.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

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16.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the insurance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

16.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 16.2.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Atlantis.

16.2.3 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All the Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against