



13501 SW 128th Street, Suite 111
Miami, FL 33186
T: 305.233.5959 | F: 1.305.517.3417

SIENA CREEK BY LENNAR HOA, INC.

PLEASE NOTE THE FOLLOWING INSTRUCTIONS BELOW CAREFULLY BEFORE SUBMITTING YOUR APPLICATION

Application for Consent to Sale, Lease or Occupancy

If you have any questions or require additional assistance, please do not hesitate to contact Customer Service at 305.233.5959, or via email at Customerservice@floridaadvanced.com.

Application **MUST BE** filled out and signed. Missing or incomplete application(s) and/or documents will NOT be accepted. **NO FAXES ALLOWED; ORIGINAL SIGNATURES ONLY.** Do **NOT** print front & back, double-sided copies are **NOT** allowed.

The application **processing time** may take **up to 20 business days** from the date after receipt of the **completed application** and all other required documents requested by the Association. The Board of Directors will have ten (10) additional **WORKING** days to review the package to approve or disapprove the applicant(s) **PLEASE DO NOT CALL THE MANAGEMENT COMPANY FOR STATUS AS THIS WILL DELAY THE PROCESS, WAIT UNTIL WE CONTACT YOU.**

- Complete application
- If married and last name is different, must present marriage certificate.
- Payment for the application fee
- Authorization for release of credit report form, employment & residency verification (All applicants over the age of 18)
- Photocopy of picture ID (All applicants over the age of 18)
- Photocopy of valid unexpired auto registration
- Copy of fully executed sales/rental agreement/contract

The application fee is **\$150.00 per person (except husband/wife), NON-REFUNDABLE** and payable with **MONEY ORDER** to Florida Advanced Properties. **NO RUSH SERVICE!**

Restrictions:

- **Occupancy Regulations: NO more than two (2) occupants per room.**

If approved, once approval is ready, who do we contact for **PICK UP:**

Name: _____

Cell Phone: _____ Email: _____



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Date: _____

Is this an investment property: Yes (____) No (____)

MUST BE COMPLETELY FILLED OUT

Owner's Name: _____ Telephone: _____

Owner's Mailing Address: _____

Owner's Email Address: _____

Name and Telephone of Realtor: _____

APPLICANT(S) INFORMATION

NAME of Proposed Buyer(s) (as they will appear on Title) OR Tenant

a) _____ b) _____

NAME, AGE AND RELATIONSHIP of ALL other family members that will occupy the unit:

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. I hereby agree for myself and on behalf of all persons who may use the property which I seek to purchase/rent that we will abide by all the restrictions contained in the By-Laws, Rules and Regulations, HOA Documents and restrictions which are or may in the future be imposed by the Board of Directors of the community.
2. I have _____ have not _____ received from the current owner a copy of all the HOA Documents and Rules and Regulations.
3. I understand that the acceptance for purchase of a property is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Occupancy prior to final approval is prohibited.
4. I understand that the Board of Directors of the community herein after referred to as "the Community Association," may cause to be instituted such as an investigation of my background as the Board of Directors may deem necessary. Accordingly, I specifically authorize the Board of Directors or their agents to make such an investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors of and Officers of the Community Association itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board.

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

Signature of Applicant

Signature of Co-Applicant



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Name: _____
(Last) (First) (Middle)

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

Applicant Cell: _____ Co-Applicant Cell: _____

Email: _____ Email _____

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

(City) (State) (Zip)

Present Landlord/Mortgage Company (NOT for the address you are moving to):

(Name) (Telephone)

Date of Birth: _____
(Applicant) (Co-Applicant)

License Number: _____
(Applicant) State (Co-Applicant) State

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

Total Number of people to occupy premises: _____

In case of Emergency, notify: _____ Telephone: _____

Make, Model & Color: _____ Tag Number: _____
(Vehicle 1)

Make, Model & Color: _____ Tag Number: _____
(Vehicle 2)

EMPLOYMENT INFORMATION:

(Applicant's Employer) (Employer's address)

(Position) (Date of Employment) (Employer's telephone)

(Co-Applicant's Employer) (Employer's address)

(Position) (Date of Employment) (Employer's telephone)



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NAME & PHONE OF RELATIVE: _____

CHARACTER REFERENCES OTHER THAN RELATIVES:

_____ (Name)	_____ (Home telephone)	_____ (Office/work telephone)
_____ (Name)	_____ (Home telephone)	_____ (Office/work telephone)
_____ (Name)	_____ (Home telephone)	_____ (Office/work telephone)

Approval is hereby granted to Florida Advanced Properties as agent, to investigate all information supplied on this application and a full disclosure of pertinent facts may be made to Siena Creek By Lennar HOA is authorized to obtain credit rating through a credit reporting agency.

Signature of Applicant

Signature of Co-Applicant

Date: _____

Date: _____

Lease is subject to renewal at the end of the lease term
ALL LEASE RENEWALS MUST BE RE-SUBMITTED TO THE BOARD FOR AN
APPROVAL



Apt No _____ Apt Type _____ Monthly Rent _____ Occup Date _____ Pro-In \$ _____ Term Date _____
Referred By _____ Rent Starts _____ Reasons For Living Here _____

Application For Occupancy (Rental/Lease)

Florida Advanced Properties

**IMPORTANT: Each co-resident/co-applicant must submit separate applications.
Please submit all applications to USSC by fax: 305-667-4838**

Date _____

PERSONAL INFORMATION

Applicants Name _____ Date of Birth _____ SS No _____
First Middle Last

Marital Status _____ Driver License No _____ State _____

Spouse's Name _____ Date of Birth _____ SS No _____
First Middle Last

Driver License No _____ State _____

Other Occupants

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Do you own pets? _____ If yes, type (breed) _____ Size/Weight _____

Have you, the co-applicant(s), and/or any occupant(s) ever been arrested, charged and/or convicted of a crime? _____ If Yes, Provide detailed explanation.
(Use reverse side of this application)

Emergency contact (Name/Phone) _____

RESIDENT HISTORY

Present Street Address _____ State _____ Zip _____

Phone () _____ To/From _____ Monthly Payment \$ _____

Landlord's Name _____ Phone () _____

Reason For Moving _____

Previous Street Address _____ State _____ Zip _____

To/From _____ Monthly Payment \$ _____ Landlord's Name _____

Phone () _____ Reason For Moving _____

Have you and/or the co-applicant(s) ever been evicted from any property? _____ If Yes, Provide detailed explanation. (Use reverse side of this application)

EMPLOYMENT HISTORY

Present employer _____ Supervisor _____

Address _____ Phone () _____

Position _____ Date of employment _____ Gross weekly salary \$ _____

Previous employer _____ Supervisor _____

Address _____ Phone () _____

Position _____ Dates of employment _____ Gross weekly salary \$ _____

Spouses employer _____ Supervisor _____

Position _____ Phone () _____ Salary \$ _____

INCOME

Gross annual salary (Including fees, tips, commissions and bonuses) \$ _____

Gross annual salary spouse \$ _____

Other income you want to disclose \$ _____

BANK INFORMATION

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

CHARACTER REFERENCE

Name _____ Phone No _____ Relation: _____

Name _____ Phone No _____ Relation: _____

(If necessary use reverse side of this application to list additional accounts)

VEHICLES

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Applicant(s) has submitted the sum of \$ _____, which is non-refundable payment for credit check/background check processing charge of the application. Such sum is not a rental payment or security deposit. This amount will be retained by the management to cover the cost of processing the application. It is understood and agreed between the parties that in the event this application for the above referenced apartment is rejected by _____ then said sum so received, as security deposit shall be returned to applicant without interest. It is further understood and agreed that in the event that said application is approved and accepted by _____ then said amount received below shall be applied on that security deposit so called for in the lease entered into between the parties. It is further understood and agreed by the parties that in the event that said application is approved and accepted by _____ and applicant refuses to enter into a lease agreement for the period of time as called for in applicants application then the sum so received herein shall be retained by _____ to serve as liquidation damages it will suffer by reason of applicants failing to enter into residency of that above stated apartment, but the acceptance or rejection of applicant shall remain within the sole discretion of _____ and United Screening Services Corporation is hereby authorized and given the right to verify by reasonable means the application including but not limited to credit check, criminal history, eviction-civil records, landlord verification, and verification of employment; and to exercise at it's sole discretion as to whether to reject this application and/or to terminate any lease which may be entered into between the parties pursuant to this application, whether during the term of the said lease or any extensions or renewal thereof if the applicant has made any false statements or misrepresentations whatsoever in the application. Furthermore, applicant(s) certify it has not knowingly omitted any information from this application, any additional documents in the application packet, exhibits and/or attachments

Applicant has deposited the sum of \$ _____ which is to be applied to the security deposit in reference to the above apartment unit.

Applicant signature _____ Date _____

Spouse signature _____ Date _____

Leasing agent / Interviewed by _____ Date _____



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Acknowledgement of Rules and Regulations

Purchase _____ Lease _____ Occupancy _____

I, _____ and _____ who will reside at _____ at Siena Creek By Lennar HOA acknowledge that I/we are in receipt and have read and understand the Rules and Regulations given by the buyer/landlord and agree to abide by them or any further changes/additions to them.

I understand that any and all persons living in my home over the age of 18 will be screened and approved by the association and any unapproved tenants will be evicted at Owner's expense.

Tenant's or Buyer's Signature

Date

Print Name:

Tenant's or Buyer's Signature

Date

Print Name:

copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD and/or DERM permit actions shall be maintained by Association's registered agent for Association's benefit.

13.12 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, driveways, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.13 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

13.14 Right of Entry. Developer, the District and Association are granted a perpetual and irrevocable easement over, under and across Siena Creek for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Siena Creek if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

13.15 Maintenance of Property Owned by Others. Association shall, if designated by Developer, or by Association after the Community Completion Date by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or which lie outside of Siena Creek. Such areas may abut, or be proximate to, Siena Creek, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, or the District. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, irrigation, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. By way of example and not of limitation, Association may be obligated to maintain and irrigate certain landscaped medians outside of Siena Creek. To the extent there is any agreement between Developer and Association for the maintenance of any waterways or ponds outside Siena Creek, Association shall maintain the same as part of the Common Areas.

14. Multi-Purpose Taxing District. It is possible that the District may maintain the roads, off-site improvements, Surface Water Management System, landscape buffers, and/or entrance features within Siena Creek and, possibly, an adjacent community. In the event the District does not maintain such roads, off-site improvements, Surface Water Management Systems, landscape buffers and/or entrance features, then a special taxing district or Association may be responsible for such maintenance. Each Home shall be subject to assessments for the operation of District or for Operating Costs.

15. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements 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 Siena Creek by the Owner of each Home. To the extent not maintained by the Association, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Home in accordance with the standards set forth below.

15.1 Lawn Maintenance Standards. The following maintenance standards (the “**Lawn Maintenance Standards**”) apply to landscaping maintained by Owners.

15.1.1 Trees. Trees are to be pruned as needed.

15.1.2 Shrubs. All shrubs are to be trimmed as needed.

15.1.3 Grass.

15.1.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner’s lawn get in excess of five inches (5”) in height.

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

15.1.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

15.1.4 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

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

15.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

15.1.7 Irrigation. Owners shall be responsible to irrigate grass.

15.1.8 Post Lights. Each Owner shall maintain all post lights (whether gas or electric) which are located within the boundaries of his or her Home.

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

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

15.1.11 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys’ fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

15.2 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

15.2.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

15.2.2 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 this Community may not be large enough to accommodate any of the foregoing items in any event.

15.2.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Siena Creek, 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.

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

15.2.5 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.

15.2.6 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk 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 or sidewalk 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 or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.3 Stormwater System Berms Within Lots. As set forth in this Declaration, no alterations shall be made to the rear fifteen (15) feet of the private property of Lots 1-6 of Block 16 and Lots 1-7 of Block 17 without prior written approval of Association, ACC, and DERM. Further, the rear property line berm shall not be modified to allow stormwater runoff to the neighboring property. Each Owner of a Lot containing a rear berm shall be responsible for maintaining any portion of such berm within his or her Lot.

16. Use Restrictions. Each Owner must comply with the following:

16.1 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 ACC as required by this Declaration.

16.2 Animals. No animals of any kind shall be raised or kept within Siena Creek for commercial purposes. No roosters or pigeons shall be raised or kept within Siena Creek. The breeding of animals is strictly prohibited within Siena Creek. 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 nuisance 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 the 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 and urinate only in the “pet walking” areas within Siena Creek 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.

16.3 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 Lot, unless approved by the ACC.

16.4 Cars and Trucks.

16.4.1 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 Siena Creek 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. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in Siena Creek except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Siena Creek. If at any time parking is permitted in the streets within Siena Creek, such street parking shall be limited to one side of the street. Owners may park in guest parking spaces located on the Common Areas provided, however, such Owners do not park their vehicles overnight in a guest parking space.

16.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within Siena Creek for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Siena Creek. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without ACC approval.

16.4.3 Prohibited Vehicles. No commercial vehicle, limousines, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Siena Creek except in the garage of a Home. Boats and/or boat trailers shall not be permitted to be kept within the yard of any Townhome. 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 Developer or Builder of Homes, Common Areas, or any other Siena Creek facility. No vehicles 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 Siena Creek. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile 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 Siena Creek. 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.

16.5 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 in Section 18.2.2 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.

16.6 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 Siena Creek. 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 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 Siena Creek. No solicitors of a commercial nature shall be allowed within Siena Creek, 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.

16.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within Siena Creek. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES 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 SIENA CREEK AND THE RESIDENTIAL ATMOSPHERE THEREOF.

16.8 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 Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

16.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed in the Front Yard of any Home or 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 Siena Creek.

16.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, wind chimes, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Siena Creek 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 October 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).

16.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Siena Creek 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.

16.12 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, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Additionally, no alterations shall be made to the rear fifteen (15) feet of the private property of Lots 1-6 of Block 16 and Lots 1-7 of Block 17 without prior written approval of Association, ACC, and DERM. Further, the rear property line berm shall not be modified to allow stormwater runoff to the neighboring property.

16.13 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 an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

16.14 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 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.

16.15 Fences, Walls and Screens. 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 the prior written approval of the ACC. Fences on the sides and rear of a Home shall be six (6) feet, made of wood (natural wood or other color approved by the ACC) or shadowbox. No chain link fencing shall be permitted within Siena Creek.

16.16 Fuel Storage. No fuel storage shall be permitted within Siena Creek, 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.

16.17 Garages. Each Home may have its own garage. The conversion of any garage within Siena Creek shall be prohibited. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

16.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for or contract with a private entity 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 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 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up. To the extent any Owner must utilize any swale in connection with bulk pickup items, such Owner shall be obligated to request the bulk pickup the same day that the debris or other bulk items are placed in the swale, and must further notify the Association in writing as to the placement of the items and the request for pickup of the same. Any bulk items that are left in any portion of the Common Areas without notice to the Association shall be considered dumping and shall subject the applicable Owner to fines and/or legal action. In the event of legal action by the Association, the applicable Owner (and his or her guests, tenants and/or invitees) shall be fully liable for the Association's legal fees and costs.

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

16.20 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 (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.

16.21 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. People 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. No Owner whose Home adjoins a waterway, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of waterbody water by Owners is prohibited and is at the Owner's sole risk. Association may use waterways 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 LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL 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, the District, and Association shall have the right to use one or more pumps to remove water from 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 an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

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

16.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Siena Creek. 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 Siena Creek shall be the same as the responsibility for maintenance and repair of the property concerned.

16.24 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. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Siena Creek. All leases shall be subject to Association approval, and all tenants (and other occupants, as noted herein, shall be subject to Association screening). The Association shall not be permitted to deny a prospective tenant solely based upon credit score. Any credit score guideline used for tenant applications shall be no lower than the credit requirement to obtain an FHA loan (with the low down payment advantage) in effect at the time of tenancy application. 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 (or if not provided, shall be automatically 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 Siena Creek 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 rents 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); and/or (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 28 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 six (6) months. 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 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 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. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 28 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.

16.25 Maintenance by Owners.

16.25.1 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 Siena Creek 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.

16.25.2 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.

16.26 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 Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

16.27 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 Siena Creek is permitted. The final

determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within Siena Creek. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of homes or Common Areas by any 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 Siena Creek, including a Home or Lot which will increase the rate of insurance to be paid by Association.

16.28 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.

16.29 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 Lot or Home, or any other portion of Siena Creek, which is unsightly or which interferes with the comfort and convenience of others. No personal property may be stored in the Front Yard of a Home.

16.30 Pools. No pools shall be permitted to be installed on Lots containing Townhomes.

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

16.32 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 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 are 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. Notwithstanding the foregoing, the Association shall be responsible for pressure treatments and cleaning of Townhome exterior surfaces and the costs of the same shall be charged to each applicable Owner as an Individual Assessment.

16.33 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 Siena Creek 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. 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.

16.34 Screened Enclosures. No screened enclosure shall be permitted without the prior written approval of the ACC.

16.35 Solar Equipment and Components. No solar equipment shall be installed on a Lot or affixed to any Home within Siena Creek without the prior written approval thereof being first had and obtained from the ACC. With respect to ground-mounted solar panels, the same may only be installed in the rear yards of Homes that have an ACC approved fence, and all solar equipment and panels must be screened by such ACC approved fence (i.e., no solar equipment may exceed the height of the ACC approved fence). No ground-mounted solar equipment may be affixed to an Owner's fence. Roof-mounted solar panels and equipment shall be installed so that the panels are flush mounted and shall be located on a portion of the rear roof area, as reasonably determined by the ACC. Roof-mounted

solar panels shall be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridgeline. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ACC.

16.36 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 Siena Creek 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 5" x 8". 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 Siena Creek 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 Siena Creek 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 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.

16.37 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Siena Creek 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.

16.38 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, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

16.39 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 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 Siena Creek, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

16.40 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Siena Creek 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.

16.41 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any waterbodies within or adjacent to Siena Creek. Boating and personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected within any waterbody.

16.42 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. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all

prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Siena Creek.

16.43 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.

16.44 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 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.

16.45 Wells. Wells are not permitted within Siena Creek.

16.46 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.

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

16.48 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 one (1) 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 a Home without the 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.

16.49 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

17. 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 an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

18. Requirement to Maintain Insurance.

18.1 Association. Association shall maintain the following insurance coverage:

18.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made 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.