



SILVER PALMS

BY LENNAR

c/o KW Property Management & Consulting, LLC
23770 SW 115th Avenue Miami, FL 33032
(786) 410-5464

**PLEASE READ ALL INSTRUCTIONS BELOW CAREFULLY
ALL FEES ARE NON-REFUNDABLE**

Method of payment:

Money Orders ONLY

No personal checks, No company checks, No cash, No credit cards.

Money Orders are payable to: **SILVER PALMS HOA**

\$100.00 Regular Fee per applicant AND/OR **\$150.00** per married couple

Approval processing may take up to fifteen (15) business days. NO EXCEPTIONS!
Management will call you when approval is ready for pick up.

Lease and Association approval is subject to renewal at the end of the lease term

Lease renewal: **\$50.00** per applicant AND/OR **\$75.00** per married couple

Lease requirements:

No home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease terms shall be less than ninety (90) days.

Homes may be leased, licensed or occupied only in theft entirety and no fraction or portion may be rented. Individual rooms of a home may not be leased on any basis.

PLEASE NOTE THE FOLLOWING BEFORE SUBMITTING APPLICATION:

- Application fee per applicant (unless married, if last names are different, must provide copy of marriage certificate)
- Copy of valid ID(s) for each applicant over the age of 18 years old.
- A copy of the first and last signature page of the lease/sale contract must be attached, Please note only the name(s) of the applicant(s) will appear on the official approval if granted.
- Application **MUST BE COMPLETELY** filled out and signed, please put N/A if there is no information to provide in that area and social security must be on the application for screening purposes. **NO FAXES ALLOWED; ORIGINAL SIGNATURES ONLY.**

Occupancy prior to approval of the Association is **PROHIBITED**. Should a potential occupant move in without prior written approval, the Association will be impose a **\$100.00 FINE** per day up to **\$1,000.00** maximum for violation of the Association's Rules and Regulations.

If there are any questions NOT answered or left blanked on the application, the application will be returned and NOT processed. NOTE: Tenants will NOT be approved if property owner is delinquent on their maintenance account and/or have any pending violations.

Applications along with the above information **CAN BE MAILED OR DELIVERED** to:

SILVER PALMS HOA
23770 SW 115th AVENUE
MIAMI, FL 33032

Silver Palms by Lennar Community Association, Inc.

APPLICATION FOR OCCUPANCY

This Application Must Be Completed in Full by Prospective Occupant(s)

APPLICANT INFORMATION (Parties listed on Lease/Purchase Contract)

Last Name: _____ First Name: _____ M.I. _____
DOB: ___/___/___ Social Security# : _____ Email Address: _____
Mobile Ph: _____ Work Ph: _____ Home Ph: _____ Fax Ph: _____
Current Address: _____ City: _____ State: _____ Zip: _____
Own Rent (Please circle) Monthly Payment or Rent: \$ _____ How long? _____
Current Landlord Name (if applicable): _____ Landlord Phone: _____

Previous Home Address: _____ City: _____ State: _____ Zip: _____
Previous Landlord Name (if applicable): _____ Landlord Phone: _____
Own Rent (Please circle) Monthly Payment or Rent: \$ _____ How long? _____

Mailing Address after closing (circle one): Current Address This Property Address
Other _____
Purchase will be (circle one) Primary Residence Secondary Residence Investment Property

Current Employer: _____ Employer Address: _____
City: _____ State: _____ Zip Code: _____ Phone: _____
Position: _____ Length of Employment: _____ Yearly Income \$ _____
Other Yearly Income: \$ _____ Assets: \$ _____

Have you ever been convicted of a felony/misdemeanor? (circle one) Yes No
If yes, please explain: _____
Have you ever had an eviction process? (circle one) Yes No
If yes, please explain: _____

CO-APPLICANT INFORMATION (Parties listed on Lease/Purchase Contract)

Last Name: _____ First Name: _____ M.I. _____
Date of Birth: ___/___/___ Social Security # : _____ Email Address: _____
Mobile Ph: _____ Work Ph: _____ Home Ph: _____ Fax Ph: _____
Current Address (if different): _____ City: _____ State: _____ Zip: _____
Own Rent (Please circle) Monthly Payment or Rent: \$ _____ How long? _____
Current Landlord Name (if applicable): _____ Landlord Phone: _____

Previous Home Address (if different): _____ City: _____ State: _____ Zip: _____
Previous Landlord Name (if applicable): _____ Landlord Phone: _____
Own Rent (Please circle) Monthly Payment or Rent: \$ _____ How long? _____

Current Employer: _____ Employer Address: _____
City: _____ State: _____ Zip Code: _____ Phone: _____
Position: _____ Length of Employment: _____ Yearly Income \$ _____
Other Yearly Income: \$ _____ Assets: \$ _____

Have you ever been convicted of a felony/misdemeanor? (circle one) Yes No
If yes, please explain: _____
Have you ever had an eviction process? (circle one) Yes No
If yes, please explain: _____

CHARACTER REFERENCE

Name: _____ Telephone: _____ Relationship: _____

Name: _____ Telephone: _____ Relationship: _____

EMERGENCY CONTACTS

Name: _____ Telephone: _____ Relationship: _____

Name: _____ Telephone: _____ Relationship: _____

RESIDENT MINORS (Residents under the age of 18)

Name: _____ DOB: _____ Relation: _____ Phone: _____

Name: _____ DOB: _____ Relation: _____ Phone: _____

Name: _____ DOB: _____ Relation: _____ Phone: _____

Name: _____ DOB: _____ Relation: _____ Phone: _____

Name: _____ DOB: _____ Relation: _____ Phone: _____

VEHICLE(S) INFORMATION:

Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

PET INFORMATION:

Pet Type: _____ Name: _____ Breed: _____ Color: _____ Age: _____ Tag#: _____

Pet Type: _____ Name: _____ Breed: _____ Color: _____ Age: _____ Tag#: _____

Pet Type: _____ Name: _____ Breed: _____ Color: _____ Age: _____ Tag#: _____

Pet Type: _____ Name: _____ Breed: _____ Color: _____ Age: _____ Tag#: _____

OWNER'S INFORMATION (if home will be occupied by tenant):

Homeowner Name: _____ Telephone: _____

New Mailing Address: _____ City: _____ State: _____

Zip: _____ Email: _____

CALL FOR PICK UP

Once approval/denial is ready for pickup, please contact:

Name: _____ Telephone: _____

Email: _____ Relation to Applicant: _____

Association Disclosure

Association living imposes a unique standard of Rules and Regulations upon residents. Please initial each below:

Applicant: _____ Applicant for Purchase understands that he/she is responsible for making payments of
Co-Applicant: _____ assessments/ maintenance to this Association on a monthly basis on the first of each
month. Past due accounts are subject to late fees and interest in addition to other possible
penalties.

Applicant: _____ Applicant has received a copy of the Homeowners Rules and Regulations/Association
Co-Applicant: _____ Documents and understands the Association rules prior to the submitting application.

Applicant: _____ Applicant(s) understand that any violation of terms, provisions, conditions, and
Co-Applicant: _____ covenants of the HOA documents provides causes for immediate action as therein
provided or termination of the leasehold under appropriate circumstances. Owner(s) is
responsible for the cost of eviction of any tenants(s) upon request of the Association.

Applicant: _____ Applicant understands that in the case homeowner becomes delinquent in the payment
Co-Applicant: _____ of any regular maintenance assessments or special assessments due to the Association,
pursuant to FL Statutes Sec. 720.3085(8), if the parcel is occupied by a tenant, the
Association may make a written demand to the tenant to pay to the Association the future
monetary obligations related to the parcel.

Applicant: _____ Applicant understands that all exterior modifications/additions require prior written
Co-Applicant: _____ approval by the ACC.

Applicant: _____ Applicants understand that any pending violations must be corrected prior to approval.
Co-Applicant: _____ Said approval is conditional upon payment of all past due assessments and violation
fines.

Authorization for Release of Information

I hereby consent to allow Silver Palms Community Association, Inc. through its designated agent and its employees, to obtain and verify my Credit Information and/or Criminal Information for the purpose of determining whether or not to approve the leasing or purchase of the above mentioned home. I understand that any misleading information submitted to the Homeowner's Association could constitute in application denial. I understand that should I purchase or lease the above mentioned home, its agent shall have the continuing right to review my credit information, criminal information, rental application, payment history and occupancy history for account review purposes and for improving application review methods.

I hereby authorize the release of information to the Homeowners Association to which I am applying or their respective Management Company, their attorneys or representative concerning my banking, credit, residence, and employment or police records in reference to the application for housing (lease) or in consideration of the purchase of a unit.

I understand that the Homeowner's Association may release, if deemed necessary, this information with the respective owner/landlord of the above mentioned property. I understand that this information is used as part of an investigative and/or credit report. Furthermore, I hereby waive my privileges I may have with respect to the disclosure of said information to the aforesaid parties.

Confidentiality: The information contained within this application will not be marked, sold or distributed in any manner to any third party not specifically referenced within this application.

Applicant Signature: _____

Date: _____

Co-Applicant Signature: _____

Date: _____

Silver Palms by Lennar Community Association, Inc.
ADDITIONAL RESIDENT SCREENING FORM

If someone other than the applicant and co-applicant over the age of 18 years old will be residing in the home please fill out the below information and include a \$100 money order and a copy of a valid ID for each additional resident screening.

Last Name: _____ First Name: _____ M.I. _____
DOB: ____/____/____ Social Security# : _____ Email Address: _____
Mobile Ph: _____ Work Ph: _____ Home Ph: _____
Current Address: _____ City: _____ State: _____ Zip: _____

Have you ever been convicted of a felony/misdemeanor? (circle one) Yes No
If yes, please explain: _____

Have you ever had an eviction process? (circle one) Yes No
If yes, please explain: _____

Applicant has received a copy of the Homeowners Rules and Regulations/Association Documents and understands the Association rules prior to the submitting application.

Applicant Initials _____

Authorization for Release of Information

I hereby consent to allow Silver Palms Community Association, Inc. through its designated agent and its employees, to obtain and verify my Credit Information and/or Criminal Information for the purpose of determining whether or not to approve the leasing or purchase of the above mentioned home. I understand that any misleading information submitted to the Homeowner's Association could constitute in application denial. I understand that should I purchase or lease the above mentioned home, its agent shall have the continuing right to review my credit information, criminal information, rental application, payment history and occupancy history for account review purposes and for improving application review methods.

I hereby authorize the release of information to the Homeowners Association to which I am applying or their respective Management Company, their attorneys or representative concerning my banking, credit, residence, and employment or police records in reference to the application for housing (lease) or in consideration of the purchase of a unit.

I understand that the Homeowner's Association may release, if deemed necessary, this information with the respective owner/landlord of the above mentioned property. I understand that this information is used as part of an investigative and/or credit report. Furthermore, I hereby waive my privileges I may have with respect to the disclosure of said information to the aforesaid parties.

Confidentiality: The information contained within this application will not be marked, sold or distributed in any manner to any third party not specifically referenced within this application.

Applicant Signature: _____ **Date:** _____



SILVER PALMS

BY LENNAR

c/o KW Property Management & Consulting, LLC

23770 SW 115th Avenue Miami, FL 33032

(786) 410-5464

Instructions for Online Access of Association Documents

To access all Association documents online please login to:

<http://www2.miami-dadeclerk.com/public-records/Search.aspx>

Listed below are the recording book and page numbers required for online viewing:

| | |
|---|----------------------|
| Amended and Restated Declaration Silver Palms | Book 24796 Page 3415 |
| First Amendment to the Declaration | Book 26363 Page 4956 |
| Second Amendment to the Declaration | Book 26403 Page 1370 |
| Third Amendment to the Declaration | Book 26858 Page 0123 |
| Fourth Amendment to the Declaration | Book 27288 Page 1624 |
| Fifth Amendment to the Declaration | Book 28278 Page 4374 |
| Sixth Amendment to the Declaration | Book 28615 Page 0939 |
| Seventh Amendment to the Declaration | Book 29057 Page 2656 |



SILVER PALMS

BY LENNAR

ATTENTION

All Silver Palms Clubhouse Members must have a register KEY FOB
The following rules apply at ALL TIMES with NO EXCEPTIONS to all Members and Guest

Fitness Center

- Must have an access card to access the fitness center.
- No guest is allowed in the Fitness Center. Only Clubhouse members are allowed. Nevertheless, all guests may purchase a guest pass for fitness center use. (Ask Front Desk attendant for additional information).
- Minors under 16 years old are not permitted to use or stay in the Fitness Center. Minors above 16 years old can be a card holder member, and parents or guardians must sign the Parental Consent Form. No babies; No strollers allowed in the Fitness Center.
- Proper fitness center attire must be worn at all times. No sandals/open toe shoes allowed. Shirts or tank tops worn at all times.
- Must re-rack dumbbells.
- Must wipe down equipment after use.
- Keep TV volume at moderate level. iPods, iPhones, CD Players, radios or any other device are only to be used with head phones.

Pool Rules

- No prepared food is allowed. No alcohol allowed in the facilities or pool deck.
- No smoking in or around the facilities.
- Must wear proper swim attire.
- Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Such minors need to present membership; her/his own access card. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages caused by such minors. Under no circumstances are minors allowed to bring guests.
- No minors under 12 years old are allowed to use the hot tub.
- No floats, footballs, soccer balls or any equivalent balls are allowed. Inflatable soft side balls allowed.
- Inconsideration of all guests, please do not reserve chairs or loungers. Belongings will be removed after 45 minutes and kept at front desk.
- Babies/Toddlers MUST wear swimming diapers.
- No diving, No horse playing, and no running on pool deck.
- There is a MAXIMUM of 4 guests per home. Guest MUST be accompanied by members at all times. No member is allowed to drop off a guest at the clubhouse unless the guest has a guest pass. MAXIMUM of 4 guest passes can be purchased per home.
- No pool use during rain, thunder or lightning,
- No pets allowed inside the facilities
- No bikes, No roller blades, No skates boards allowed.

*** If any rule is violated, club member will receive a warning, If continue violation membership to the clubhouse will be suspended.*

Thank you,

SILVER PALMS BY LENNAR CLUBHOUSE MANAGEMENT



KW PROPERTY MANAGEMENT & CONSULTING

Silver Palms
Rules & Regulations about Parking

1. Owner's automobile shall be parked in the garage or driveway, if provided, and shall not block the sidewalk.
2. No vehicles of any nature shall be parked on any portion of Silver Palms or a lot except on the surfaced parking area thereof.
3. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale
4. Owners are prohibited from parking in guest parking spaces.
5. 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 ton shall be parked in Silver Palms except during the period of delivery.
6. Recreational vehicles, Personal Street vans, personal trucks of 1 ton capacity or smaller and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Silver Palms except during the period of a delivery.
7. No vehicle which cannot operate on its own power shall remain within Silver Palms for more than 12 hours except in the garage of a home.
8. No repair or maintenance, except emergency repair, of vehicle, shall be made within Silver Palms, except in the garage of a home.
9. No vehicles shall be stored on blocks.
10. No Tarpaulin covers on vehicles shall be permitted anywhere within the public view.
11. No commercial vehicle, limousine, boat, trailer including, but not limited to, boat trailers, house trailers and trailers of every other type, kind or description, or camper, may be kept within Silver Palms except in the garage of a home. (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, Blazer, Explores, 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, club owner or Builder of homes, the Club, Common areas or any other Silver Palms facility.
12. No vehicle displaying commercial advertising shall be parked within the public view.
13. No vehicle bearing a "for Sale" sign shall be parked within the public view anywhere on Silver Palms.
14. 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.
15. No vehicle shall be used as a domicile or residence either temporarily or permanently.
16. No vehicle with expired registration or license plates may be kept within public view anywhere on Silver Palms.



SILVER PALMS

BY LENNAR

Rules and Regulations

15. **Use Restrictions.** Each Owner must comply with the following:
- 15.1. **Alterations and Additions.** No alteration, addition or modification to a Lot or Home, or 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.
- 15.2. **Animals.** No animals of any kind shall be raised, bred or kept within Silver Palms for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a 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 Silver Palms 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 other 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 Silver Palms 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 Silver Palms 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 Silver Palms 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 Silver Palms.
- 15.4.2. **Repairs and Maintenance of Vehicles.** No vehicle which cannot operate on its own power shall remain within Silver Palms 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 Silver Palms, 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.
- 15.4.3. **Prohibited Vehicles.** No commercial vehicle, limousine, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Silver Palms 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 (Le., 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, Club Owner or Builder of Homes, the Club, Common Areas, or any other Silver Palms 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 Silver Palms. For any Owner who drives an automobile issued by the County or other governmental entity (L 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 vehicles with expired registration or license plates may be kept within public view anywhere on Silver Palms.

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 in 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, and administrative offices of Developer or Builders and operation of the Club, no commercial or business activity shall be conducted in any Home within Silver Palms. 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 Silver Palms. No solicitors of a commercial nature shall be allowed within Silver Palms, without the prior written consent of Association. No garage or yard sales are permitted, except as permitted by Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage or yard 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 Silver Palms. 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 RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR 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 SILVER PALMS AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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 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 Silver Palms.

15.10. Decorations. No decorative objects including, but not limited to, birdbaths, figurines, wind chimes, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Silver Palms 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. Disputes as to Use. If there is any dispute as to whether the use of any portion of Silver Palms 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 Common Areas, Facilities and/or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and or facilities thereafter shall be the responsibility of the Association. 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, payers), 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 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. Notwithstanding the foregoing, the District and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

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 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.

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 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 any responsibility of any nature relating to any unoccupied Home.

15.16. Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. No Lot shall have any chain link fencing within its boundaries. All screening and screened enclosures shall require the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approved of the ACC. In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.12 hereof.

15.17. Fuel Storage. No fuel storage shall be permitted within Silver Palms, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

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

15.19. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is 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 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 Homes 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 Silver Palms 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. 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. No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association and Club Owner may use waterways and lakes to irrigate Common Areas and/or the Club, as applicable subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, 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 an Owner shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

15.23. 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, Lot or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

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

15.25. 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 provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Silver Palms 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 26 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 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. All leases shall also comply with and be

subject to the provisions of Section 26 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.

15.26. Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her Home. Developer, Association and Club Owner shall not be responsible for any use of the facilities by anyone, including minors. The use of powered scooters, ATV's, ATC's and/or other motorized vehicles shall be prohibited in the facilities and Common Areas. Children under the age of sixteen (16) shall be accompanied by an adult at all times.

15.27. 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 Silver Palms is permitted. No firearms or fireworks shall be discharged within Silver Palms. 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, his/her immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Silver Palms, including a Home or Lot which will increase the rate of insurance to be paid by Association.

15.28. 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 portion of Silver Palms.

15.29. Paint. Townhomes shall be painted by Association pursuant to Section 12.2 hereof. The exterior of any Townhome Building shall be uniformly maintained including, but not limited to, pressure cleaning, all of which may be required to be performed at the same time by the same contractor as required by the ACC. All other Homes shall be repainted and/or pressure cleaned within forty-five (45) days of notice by the ACC.

15.30. Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of Silver Palms, which is unsightly or which interferes with the comfort and convenience of others.

15.31. 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 must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above 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 shall be no higher than twelve (12) feet unless otherwise 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.

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

15.33. 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. Notwithstanding Association's responsibility to paint Townhome Buildings, each Owner shall be responsible to pressure clean his or her Home 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.

15.34. Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerals, 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 Silver Palms. 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. Any satellite dishes approved by the ACC shall be installed on the fascia of the Home and no wires may be exposed.

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

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

15.37. 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 portion of Silver Palms 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). All "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". 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 Silver Palms, 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.

15.38. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Silver Palms 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.

15.39. 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. 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 or 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.

15.40. Subdivision and Regulation of Land. No portion of any Home or Lot 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 Silver Palms, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

15.41. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Silver Palms 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.

15.42. Swimming, Fishing, Boating and Docks. Swimming and fishing are prohibited within any of the lakes or waterbodies within or adjacent to Silver Palms. Boating and personal watercraft (e.g., jet skis) are prohibited on the lakes or waterbodies. No private docks may be erected within any lake or waterbody.

15.43. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, his/her immediate family, guests, tenants and invitees.

15.44. 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.

15.45. 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.

15.46. Wells and Septic Tanks. No individual wells will be permitted on any Home except Single Family Home Lots and Estate Home Lots with prior ACC approval. No individual septic tanks will be permitted on any Lot.

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

15.48. 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) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of 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 tone