

# GALAPAGOS AT ISLAND AT DORAL PHASE II NEIGHBORHOOD ASSOCIATION, INC.

C/O GABLES PROFESSIONAL MANAGEMENT, CO.

3934 SW 8<sup>th</sup> Street • Suite 303 • Coral Gables, FL 33134 • Ph. (305)441-0904 • Fax (305) 441-7982

## LEASE/ OCCUPANCY APPLICATION

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

\_\_\_\_\_  
Name of Applicant(s)-individual(s) who will sign contract

\_\_\_\_\_  
Address of the Property at Galapagos 2

### PLEASE READ CAREFULLY

Gables Professional is the Management Company for the "Association" where you are applying for residency. All information with regards to sales, transfers and leases of a unit is processed once the completed application and all necessary documentation is received. **The outcome of the screening is reported to the Board of Directors of the Association who will conduct interviews and is solely responsible for the final approval or denial. THIS IS TO INFORM YOU OF THE PROCEDURE FOR PROCESSING APPLICATIONS FOR LEASE SO THAT YOU CAN PLAN ACCORDINGLY.**

We strive to provide accurate and timely screening information to your association, and your cooperation in submitting complete information is imperative to the timeliness of this process. **This application will be not process unless the following items are attached.** Applications cannot be "**RUSHED**" due to the necessary steps required to process each application

◀ **TENANT OCCUPANCY IS LIMITED TO THOSE NAMES THAT APPEAR ON THE APPLICATION** ▶

◀ **OCCUPANCY PRIOR TO FINAL APPROVAL IS PROHIBITED** ▶

◀ **INCOMPLETE APPLICATIONS ARE NOT ACCEPTABLE** ▶

The following items must be attached for the application to be processed:

- Money Order only** payable to: **GABLES PROFESSIONAL MANAGEMENT CO (GPM)**. in the amount of: **\$150.00** (\$100 Application Fee & \$50.00 Screening fee), **Additional \$30.00** per person screening fee for occupants over 18 years old not a member of the Immediate Family (Spouse, Children, Parents). **NON-REFUNDABLE** \_\_\_\_\_
- Completed Lease Application. (5 pgs.), Association's R&R and/ or Addendums.
- Copy of Driver's License or other valid photo ID / **Foreigners** (Passport with visa) – **for anyone 18+ years**. (Please provide each photo ID on a different sheet of paper) Clear pictures are required.
- Copy of Vehicle Registration for each vehicle, up to the limit allowed in the Community's Rules & Regulations.
- Employment Letter and copies of the latest pay Stubs **OR** in the event that the person is Self Employed or owns a Business; please provide proper Documentation of Business. **Foreigners** must bring Legal Documents of your country.
- Current Reference Letter from previous Landlord or explanatory letter from applicant.
- Three (3) Letters of Recommendation from **Non-family members** living in United States listed on **pg. 4** of this application.
- Copy of Lease Agreement.
- Sign all Rules and Regulation & Addendum attached to this application.
- If any of these requirements is NOT APPLICABLE, please write N/A on the space and make an explanation letter to the BOD.

**APPLICATION PROCESS WILL NOT BE COMPLETED UNTIL ALL ASSESSMENTS ARE CURRENT**

I agree with the above \_\_\_\_\_  
Applicant Co-Applicant

▶ **PLEASE ALLOW 30 DAYS TO PROCESS YOUR APPLICATION.** \_\_\_\_\_ (Initials)

### OFFICE USE ONLY

RECEIVED BY \_\_\_\_\_ ON \_\_\_\_\_ DEADLINE: \_\_\_\_\_

**LEASE APPLICATION** (Please Print Legibly. Answer all questions in this application. If not complete or blank spaces, this application may be returned or not approved)

Date: \_\_\_\_\_ **LEASE TERM:** From: \_\_\_\_\_ to: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Owner's Home Address (NOT of unit to be leased): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Owner's Phone #: \_\_\_\_\_ Owner's Office Phone #: \_\_\_\_\_

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**LESSEE(S) INFORMATION**

**NAME(s) of Proposed Lessee(s), as will appear on the Lease - same as applicant(s):**

1. \_\_\_\_\_ 2. \_\_\_\_\_

**Total No. of Persons to occupy unit:** \_\_\_\_\_

**NAME, AGE & RELATIONSHIP of ALL proposed occupants of the unit:**

<b>NAME</b>	<b>DATE OF BIRTH</b>	<b>RELATIONSHIP</b> (Spouse, Children or Parents)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. I hereby agree for myself and on behalf of all persons who may use the unit that I seek to Lease:
  - a. I will abide by all the restrictions contained in the By-Laws, Rules and Regulations, Association Documents and restrictions which are, or may in the future, be imposed by the Board of Directors, hereinafter referred to as "the Association".
  - b. I understand that sub-leasing or occupancy of this unit in my absence is not permitted.
  - c. I understand that I will be present when guests, visitors, relatives or children who are not permanent residents occupy the unit.
  - d. I understand that any violation of these terms, provisions, conditions and covenants of the Association's documents provide cause for immediate action as therein provided or termination of the leasehold upon appropriate circumstances.
2. I understand that the acceptance of Lease of a unit at the Association is conditioned upon the truth and accuracy of this application and upon approval of the Board of Directors. **OCCUPANCY PRIOR TO APPROVAL IS PROHIBITED.**
3. I understand that the Board of Directors of the Association may cause an investigation of my background to be initiated as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors or Gables Professional Management, Co., as Agent, to make such an investigation, and agree that the information contained in this and application may be used in such investigation. The Board of Directors and Officers of the Association or Gables Professional Management, as Agent, 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, and I further I agree to be governed by the determination of the Board.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co- Applicant

# APPLICANT(S) INFORMATION

**Applicant Name:** \_\_\_\_\_  
As will appear on Contract (Last) (First) (Middle)

Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(Applicant) (Applicant)

**Co-Applicant Name:** \_\_\_\_\_  
As will appear on Contract (Last) (First) (Middle)

Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(Co-Applicant) (Co-Applicant)

If Co-Applicant is NOT Spouse, specify relationship: \_\_\_\_\_

**Present Address (NOT the unit to be leased):** \_\_\_\_\_  
\_\_\_\_\_  
(City) (State) (Zip Code) (Home Phone)

**Present (or Previous) Landlord/Mortgage Company (NOT for the unit to be leased):**

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
\_\_\_\_\_

In Case of Emergency, notify: \_\_\_\_\_ Phone No: \_\_\_\_\_  
\_\_\_\_\_

Vehicle 1, make, yr. and color: \_\_\_\_\_ Tag No: \_\_\_\_\_

Vehicle 2, make, yr. and color: \_\_\_\_\_ Tag No: \_\_\_\_\_

Vehicle 3, make, yr. and color: \_\_\_\_\_ Tag No: \_\_\_\_\_  
\_\_\_\_\_

## EMPLOYMENT INFORMATION:

\_\_\_\_\_  
(Applicant's Employer) (Employer's Address)

\_\_\_\_\_  
(Position) Date Employed (Employer's Phone No) (Verifiable Salary per Year)

\_\_\_\_\_  
(Co-Applicant's Employer) (Employer's Address)

\_\_\_\_\_  
(Position) (Date Employed) (Employer's Phone No) (Verifiable Salary per Year)

NAME, ADDRESS & PHONE NO. OF RELATIVE NOT LIVING WITH YOU: \_\_\_\_\_

HAVE YOU OR ANY PROPOSED OCCUPANT IN THIS APPLICATION EVER BEEN CONVICTED? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

BANK REFERENCE: \_\_\_\_\_  
(Bank Name) (Location)

\_\_\_\_\_  
(Type of Acct, checking, savings, other) (Account No.) (Phone No.) (Date Opened)

## PET (Please Provide a Proof of Vaccinations and Picture of your dogs with this application)

Name: \_\_\_\_\_ Description: \_\_\_\_\_  
(Breed, Color, Weight)

## CHARACTER REFERENCES (Non- relatives / living in United States)

1. _____ (Name)	_____ (Home Phone No)	_____ (Work Phone No)
2. _____ (Name)	_____ (Home Phone No)	_____ (Work Phone No)
3. _____ (Name)	_____ (Home Phone No)	_____ (Work Phone No)

Authorization is hereby granted to **Galapagos II at Islands at Doral Neighborhood Assoc. Inc.**, the Association, and Gables Professional Management Co., as Agent, to investigate all information supplied on this application. A full disclosure of pertinent facts and findings may be made to the Association or Gables Professional Management, Co, as Agent, who are also authorized to obtain a credit rating through a credit reporting agency.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co- Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

I/We \_\_\_\_\_ hereby authorize the release of information to the Credit Reporting Agency and their Attorneys or Representatives, to **Gables Professional Management Co.**, as Agent **concerning my Banking, Credit, Residence, Employment and Police Records** in reference to the application for housing with to **Galapagos II at Islands at Doral Neighborhood Assoc. Inc.**

I/We \_\_\_\_\_ understand that this information is to be used as part of an investigative consumer report/and or credit report. Furthermore, I/We hereby waive any privileges I/We may have with respect to the disclosure of said information to the aforementioned parties.

I/We are also authorizing the Management Company to furnish the Landlord with a Copy of the Credit and Police Reports.

(In compliance with the FAIR CREDIT REPORTING ACT, this notice is to inform you that the processing of this application includes but is not limited to making inquiries deemed necessary to verify the accuracy of the information herein, including procuring consumer reports from consumer reporting agencies, obtaining credit information from other credit institutions and criminal background checks from appropriate law enforcement agencies. You have the right to make a written request within a reasonable period of time to receive additional information about the nature of this investigation. The undersigned agrees that this application will remain the property of the apartment complex, landlord, Association or realtor regardless of whether application is approved or not.)

_____ Signature of Applicant	_____ Print Name	_____ Date
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_____ Signature of Co- Applicant	_____ Print Name	_____ Date
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## Other Proposed Adult (18+ years) Residents:

_____ Signature	_____ Print Name	_____ Date
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_____ Signature	_____ Print Name	_____ Date
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_____ Signature	_____ Print Name	_____ Date
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_____ Signature	_____ Print Name	_____ Date
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**GALAPAGOS AT ISLAND AT DORAL PHASE II NEIGHBORHOOD ASSOCIATION, INC.**

**C/O GABLES PROFESSIONAL MANAGEMENT, CO.**

**3934 SW 8<sup>th</sup> Street • Suite 303 • Coral Gables, FL 33134**

**Ph (305) 441-0904 • Fax (305) 441-7982**

**ACKNOWLEDGEMENT OF THE RULES & REGULATIONS**

I'm \_\_\_\_\_ here confirm that I have received **and will read** the copy of the Rules & Regulations governing the use, responsibilities, safety, security, trash, architectural control, parking registrations rules, pets, sales or lease, and burglar alarms of Homeowners Association. **This unit cannot be subleased or sublet partial or total.** Approval for occupancy for the unit is hereby granted to the Declaration of the Homeowners with the full approval of the present Board of Directors.

I understand that failure to comply with these Rules & Regulations and governing documents will result in fines, as prescribe by the law.

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# **GALAPAGOS II**

## **ASSOCIATION RULES & REGULATIONS FOR HOMEOWNERS AND RESIDENTS**

**GABLES PROFESSIONAL MANAGEMENT CO.**

**Joanna S. Kay, C.A.M.**

**Senior Property Manager**

**3934 SW 8<sup>th</sup> Street Suite 303**

**Coral Gables, FL 33134**

**305-441-0904 Office**

**305-441-7982 Fax**

**December, 2012**

marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. The District. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration.

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

11.2 Perimeter Walls. Association shall be responsible for maintaining any perimeter walls of Galapagos at Islands at Doral Phase II even if such walls lie within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any shadow box fencing within his or her Lot.

11.3 Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Association shall have no responsibility for the facilities except and to the extent provided if any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.4 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 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.

11.5 Right of Entry. Developer, the District and Association are granted a perpetual and irrevocable easement over, under and across Galapagos at Islands at Doral Phase II for the purposes provided in the Master Declaration and as 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 Galapagos at Islands at Doral Phase II if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.6 Maintenance of Property Owned by Others. Association shall, if designated by Master Association, the District or Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer and/or the District upon areas which are within or outside of Galapagos at Islands at Doral Phase II and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Galapagos at Islands at Doral Phase II. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

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

12.1 Alterations and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within Galapagos at Islands at Doral Phase II for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances up to a limit of two (2) such pets weighing thirty (30) or less pounds each per Home 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 only in the "pet walking" areas within Galapagos at Islands at Doral Phase II 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.

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

12.4 Cars and Trucks.

12.4.1 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 Galapagos at Islands at Doral Phase II 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 Galapagos at Islands at Doral Phase II 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 three-quarter (3/4) ton shall be parked in Galapagos at Islands at Doral Phase II except during the period of a delivery.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Galapagos at Islands at Doral Phase II for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Galapagos at Islands at Doral Phase II, 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.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, 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 Galapagos at Islands at Doral Phase II except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers,™ Explorers,™ Navigators,™ etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Galapagos at Islands at Doral Phase II 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 Galapagos at Islands at Doral Phase II. 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.

12.5 Casualty Destruction or 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 14.6.2 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.

12.6 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, no commercial or business activity shall be conducted in any Home within Galapagos at Islands at Doral Phase II. 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 Galapagos at Islands at Doral Phase II. No solicitors of a commercial nature shall be allowed within Galapagos at Islands at Doral Phase II, 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 the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

12.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Galapagos at Islands at Doral Phase II. 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 IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND RESIDENTIAL ATMOSPHERE THEREOF.

12.8 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.

12.9 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 barbeque facilities throughout Galapagos at Islands at Doral Phase II.

**12.10 Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Galapagos at Islands at Doral Phase II without the prior written approval of the ACC.

**12.11 Disputes as to Use.** If there is any dispute as to whether the use of any portion of Galapagos at Islands at Doral Phase II 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.

**12.12 Drainage System.** Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. 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 systems 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 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, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

**12.13 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.

**12.14 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.

**12.15 Fences and Walls.** 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 except for perimeter areas screened by landscaping as permitted by the Master Declaration. 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 of a Home shall be six (6) feet or less, wood (natural wood, white or other color approved by the ACC), shadowbox or stockade. The rear of lakefront Lots may only be fenced with white aluminum picket fence, no higher than four (4) feet.

**12.16 Fuel Storage.** No fuel storage shall be permitted within Galapagos at Islands at Doral Phase II, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

**12.17 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 or Parcel. Each Owner shall be responsible for property 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 pm 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.

**12.18 General Use Restrictions.** Each Home, the Common Areas, and any portion of Galapagos at Islands at Doral Phase II shall not be used in any manner to the Association Documents.

**12.19 Holiday Lights and Other Lighting.** 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 not 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).

**12.20 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.

**12.21 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 or paved areas. 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 Front 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 may use waterways and lakes to irrigate Common Areas subject to applicable permitting. 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, the District and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of the Master Association and shall be deemed part of the Common Areas.

**12.22 Lake and Canal Slopes.** The rear yard of some Homes may border lakes and canals forming part of the Common Areas under the Master Declaration. The Master Association or District may maintain portions of the Common Areas under the Master Declaration contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Master Association and District an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

**12.23 Laundry.** Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mats, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel. No clothes drying area may be placed in Galapagos at Islands at Doral Phase II except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the clothes drying area shall not be placed within twenty-five (25') feet of the Lot's street side property line. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots, streets, or from the front of the Home.

**12.24 Lawful Use.** No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Galapagos at Islands at Doral Phase II. 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 Galapagos at Islands at Doral Phase II shall be the same as the responsibility for maintenance and repair of the property concerned.

**12.25 Landscaping and Irrigation of Lots: Removal of Sod and Shrubbery: Additional Planting.**

**12.25.1** 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.

**12.25.2** All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 12.15 herein, 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.

**12.25.3** Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Galapagos at Islands at Doral Phase II, no change in the 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 the 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.

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

12.26 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 Century Lakes Single Family Homes 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 13.2 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 thirty (30) days. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provisions of Section 13 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.

12.27 Maintenance by Owners.

12.27.1 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 Galapagos at Islands at Doral Phase II 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. 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.

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

12.27.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.28 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Galapagos at Islands at Doral Phase II. Developer shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

12.29 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 Galapagos at Islands at Doral Phase II is permitted. No firearms shall be discharged within Galapagos at Islands at Doral Phase II. Nothing shall be done or kept within the Common Areas, or any other portion of Galapagos at Islands at Doral Phase II, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

12.30 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 Parcel or Home, or any other portion of Galapagos at Islands at Doral Phase II, which is unsightly or which interferes with the comfort and convenience of others.

12.31 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.

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

12.33 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.

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.

12.34 Satellite Dishes and Antennas. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel 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 such items must be first approved by the ACC in order to address the safety and welfare of the residents of Galapagos at Islands at Doral Phase II. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered 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.

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

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

12.37 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 part of Galapagos at Islands at Doral Phase II 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). Owners of Homes must obtain "For Sale" and "For Rent" signs from the Association. 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 Galapagos at Islands at Doral Phase II, 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.

12.38 Soil Removal. Without the prior consent of the ACC, no Owner shall remove soil or change the level of the land within any portion of Galapagos at Islands at Doral Phase II, or plant landscaping which results in any permanent change in the flow of drainage of surface water within Galapagos at Islands at Doral Phase II.

12.39 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Galapagos at Islands at Doral Phase II 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.

12.40 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. Water softeners, trash containers, and other similar devices shall be properly screened in a manner approved by the ACC.

12.41 Subdivision and Regulation of Land. No portion of any Home 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 Galapagos at Islands at Doral Phase II, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

12.42 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Galapagos at Islands at Doral Phase II or within any Home 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.

12.43 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Galapagos at Islands at Doral Phase II. Boating and personal watercraft (e.g., jet skis) are prohibited except for sailboats. No docks may be erected within any waterbody.

12.44 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.

12.45 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.

12.46 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 Master Association in their natural state.

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

12.48 Wells. Wells are prohibited.

12.49 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 tones.

12.50 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.

13. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

13.1 Transfers Subject to Approval.

13.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

13.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association.

13.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

13.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

13.2.1 Notice to Association.

13.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes does not apply) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

13.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

13.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

13.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

# **GALAPAGOS II**

## **ASSOCIATION RULES & REGULATIONS**

**GABLES PROFESSIONAL MANAGEMENT CO.**

**3934 SW 8<sup>TH</sup> Street Suite 303**

**Coral Gables, FL 33134**

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**December 2012**

marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. The District. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration.

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

11.2 Perimeter Walls. Association shall be responsible for maintaining any perimeter walls of Galapagos at Islands at Doral Phase II even if such walls lie within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any shadow box fencing within his or her Lot.

11.3 Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided if any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.4 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 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.

11.5 Right of Entry. Developer, the District and Association are granted a perpetual and irrevocable easement over, under and across Galapagos at Islands at Doral Phase II for the purposes provided in the Master Declaration and as 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 Galapagos at Islands at Doral Phase II if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.6 Maintenance of Property Owned by Others. Association shall, if designated by Master Association, the District or Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer and/or the District upon areas which are within or outside of Galapagos at Islands at Doral Phase II and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Galapagos at Islands at Doral Phase II. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

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

12.1 Alterations and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within Galapagos at Islands at Doral Phase II for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances up to a limit of two (2) such pets weighing thirty (30) or less pounds each per Home 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 only in the "pet walking" areas within Galapagos at Islands at Doral Phase II 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.

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

12.4 Cars and Trucks.

12.4.1 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 Galapagos at Islands at Doral Phase II 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 Galapagos at Islands at Doral Phase II 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 three-quarter (3/4) ton shall be parked in Galapagos at Islands at Doral Phase II except during the period of a delivery.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Galapagos at Islands at Doral Phase II for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Galapagos at Islands at Doral Phase II, 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.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, 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 Galapagos at Islands at Doral Phase II except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers,™ Explorers,™ Navigators,™ etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Galapagos at Islands at Doral Phase II 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 Galapagos at Islands at Doral Phase II. 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.

12.5 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 14.6.2 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.

12.6 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, no commercial or business activity shall be conducted in any Home within Galapagos at Islands at Doral Phase II. 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 Galapagos at Islands at Doral Phase II. No solicitors of a commercial nature shall be allowed within Galapagos at Islands at Doral Phase II, 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 the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

12.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Galapagos at Islands at Doral Phase II. 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 IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND RESIDENTIAL ATMOSPHERE THEREOF.

12.8 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.

12.9 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 barbeque facilities throughout Galapagos at Islands at Doral Phase II.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Galapagos at Islands at Doral Phase II without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Galapagos at Islands at Doral Phase II 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.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. 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 systems 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 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, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

12.13 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.

12.14 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.

12.15 Fences and Walls. 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 except for perimeter areas screened by landscaping as permitted by the Master Declaration. 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 of a Home shall be six (6) feet or less, wood (natural wood, white or other color approved by the ACC), shadowbox or stockade. The rear of lakefront Lots may only be fenced with white aluminum picket fence, no higher than four (4) feet.

12.16 Fuel Storage. No fuel storage shall be permitted within Galapagos at Islands at Doral Phase II, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

12.17 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 or Parcel. Each Owner shall be responsible for property 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 pm 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.

12.18 General Use Restrictions. Each Home, the Common Areas, and any portion of Galapagos at Islands at Doral Phase II shall not be used in any manner to the Association Documents.

12.19 Holiday Lights and Other Lighting. 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 not 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).

12.20 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.

12.21 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 or paved areas. 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 Front 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 may use waterways and lakes to irrigate Common Areas subject to applicable permitting. 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, the District an/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of the Master Association and shall be deemed part of the Common Areas.

12.22 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Areas under the Master Declaration. The Master Association or District may maintain portions of the Common Areas under the Master Declaration contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Master Association and District an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

12.23 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 or Parcel. No clothes drying area may be placed in Galapagos at Islands at Doral Phase II except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the clothes drying area shall not be placed within twenty-five (25') feet of the Lot's street side property line. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots, streets, or from the front of the Home.

12.24 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Galapagos at Islands at Doral Phase II. 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 Galapagos at Islands at Doral Phase II shall be the same as the responsibility for maintenance and repair of the property concerned.

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

12.25.1 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.

12.25.2 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 12.15 herein, 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.

12.25.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Galapagos at Islands at Doral Phase II, no change in the 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 the 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.

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

12.26 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 Century Lakes Single Family Homes 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 13.2 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 thirty (30) days. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provisions of Section 13 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.

12.27 Maintenance by Owners.

12.27.1 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 Galapagos at Islands at Doral Phase II 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. 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.

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

12.27.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.28 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Galapagos at Islands at Doral Phase II. Developer shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

12.29 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 Galapagos at Islands at Doral Phase II is permitted. No firearms shall be discharged within Galapagos at Islands at Doral Phase II. Nothing shall be done or kept within the Common Areas, or any other portion of Galapagos at Islands at Doral Phase II, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

12.30 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 Parcel or Home, or any other portion of Galapagos at Islands at Doral Phase II, which is unsightly or which interferes with the comfort and convenience of others.

12.31 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.

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

12.33 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.

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.

12.34 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel 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 such items must be first approved by the ACC in order to address the safety and welfare of the residents of Galapagos at Islands at Doral Phase II. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered 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.

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

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

12.37 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 part of Galapagos at Islands at Doral Phase II 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). Owners of Homes must obtain "For Sale" and "For Rent" signs from the Association. 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 Galapagos at Islands at Doral Phase II, 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.

12.38 Soil Removal. Without the prior consent of the ACC, no Owner shall remove soil or change the level of the land within any portion of Galapagos at Islands at Doral Phase II, or plant landscaping which results in any permanent change in the flow of drainage of surface water within Galapagos at Islands at Doral Phase II.

12.39 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Galapagos at Islands at Doral Phase II 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.

12.40 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. Water softeners, trash containers, and other similar devices shall be properly screened in a manner approved by the ACC.

12.41 Subdivision and Regulation of Land. No portion of any Home 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 Galapagos at Islands at Doral Phase II, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

12.42 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Galapagos at Islands at Doral Phase II or within any Home 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.

12.43 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Galapagos at Islands at Doral Phase II. Boating and personal watercraft (e.g., jet skis) are prohibited except for sailboats. No docks may be erected within any waterbody.

12.44 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.

12.45 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.

12.46 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 Master Association in their natural state.

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

12.48 Wells. Wells are prohibited.

12.49 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 tones.

12.50 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.

13. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

13.1 Transfers Subject to Approval.

13.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

13.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association.

13.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

13.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

13.2.1 Notice to Association.

13.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes does not apply) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

13.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

13.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

13.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

# Gables Professional Management, Co.

3934 S.W. 8<sup>th</sup> Street Suite 303

Coral Gables, FL 33134

PH#: 305.441.0904 Fax#: 305.441.7982

## **MANDATORY HOMEOWNER OCCUPANCY FORM**

I \_\_\_\_\_ purchasing at (Community Name) \_\_\_\_\_,  
(Address) \_\_\_\_\_ confirm that the purpose of the purchase of  
this unit is for:

- ☐ Permanent Residence
- ☐ Seasonal Residence
- ☐ Rental

**If the unit is being rented, please answer the following;**

Will the current tenants continue residing in the property? \_\_\_\_\_. If so, once closing takes place  
new homeowners must provide an updated lease agreement to the management company and confirm  
current tenants have been approved by the association.

**If unit is not being rented,** please provide current tenants move out date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**If new tenants;** Applicants must go through the application process and be approved prior to moving in.

Any questions and/or concerns, please contact Gables Professional Management at PH#: 305-441-0904.

Management



GALAPAGOS AT ISLANDS AT DORAL PHASE II  
NEIGHBORHOOD ASSOCIATION, INC.

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## Important Notice

Attached you will see the online application login instructions;

Application fee: Applicant and co-applicant will have the option to choose Lease or Purchase application. Married couple application fee is \$150.00.

Any other person other than applicant or co-applicant that will be residing in the unit

**over the age of 18**, will need to complete the Guest application, application fee \$100.00 each.

c/o GABLES PROFESSIONAL MANAGEMENT CO.  
3934 S.W. 8<sup>th</sup> Street · Ste. 303 · Coral Gables, Florida 33134  
TEL. (305) 441-0904 · FAX (305) 441-7982



## Galapagos At Islands At Doral Phase II

\*\*\*Please make sure to select the correct application type and code before proceeding with the application process.\*\*\*  
(Before you begin, please note that a valid major credit card is required)

### Step 1



Go to [www.TenantEV.com](http://www.TenantEV.com)



Create your user account!



Enter code to begin!

9402

### Step 2



**Sign:** After step 1, you will have the option to complete your online application now or complete later. If you chose to complete later, you will receive an email with the link to access your online application at any time. If applicable, once you have completed and signed all the forms, your co-applicant will receive a separate email to complete their signatures.



**Upload:** After step 1 we will be sending you, and your co-applicant (if applicable) an email with the link to upload the required documents to complete your application.

## How to reach us



Support Email

Email us at  
[support@tenantevaluation.com](mailto:support@tenantevaluation.com)



Application Portal

Go to [www.tenantev.com](http://www.tenantev.com), and  
look for the interrogation icon.



Support Ticket

Create a ticket by going to  
[www.tenantevaluation.com/support](http://www.tenantevaluation.com/support)



Phone System

Call to our automated phone  
system at **305.692.7900**

# Getting live agent support from our phone system

