

MARTINIQUE AT ABACOA HOMEOWNERS ASSOCIATION, INC.

All owners were given a set of documents that explained how the association functions and how it will be managed. Listed below we have listed the most common of Covenants, Conditions and Restriction. For a complete list refer to you documents provided to you.

1. **Garage sales**, rummage sales, or similar sales not exceeding two consecutive days in duration, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any twelve (12) month period.
2. **Vehicles** - No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment) non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Properties, any driveway, or designated parking space within the Properties except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Properties as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicles exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

All Owners and other occupants of Lots are advised to consult with the Association prior to purchasing, or bringing onto the Community, any type of vehicle other than a passenger car, inasmuch as such other type of vehicle may not be permitted to be kept within the Community.

3. **Parking and Garages** - Except as above noted, vehicles shall be parked only in the garages or in the driveways serving the Units, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such Roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board. Reasonable rules and regulations of the Board shall not include any prohibition against parking on Roads except as set forth in Paragraph G in the documents, and no rule or regulation shall restrict parking on any public streets within the Properties that is more restrictive than the codes and ordinances of the Municipality. All commercial vehicles, recreational vehicles, trailers campers, camper trailers, boats, water craft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which maybe parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.
4. **Animals and Pets** - No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by

the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and the Abacoa POA, and hold them harmless against any loss or liability resulting from his or her, his or her Single Family members, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will then be required to dispose of the pet.

5. **Antennas** - No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, unless installed by the Abacoa Development Company or the Abacoa POA, without the prior written approval of the ACC).
6. **Windows and Front Porches** - All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.
7. **Signs** – No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which shall not be unreasonably withheld.
8. **Hurricane Season** - Each Unit Owner who intends to be absent from his Unit during the hurricane season (May 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:
 - i. Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and
 - ii. Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters, other than shutters installed by the Developer, be permanently installed, without the consent of the ACC.

- iii. **If approved by the ACC, temporary or permanent exterior shutters may only be closed during a Storm Event. A "Storm Event" is defined as when a hurricane or tropical Storm Watch is issued by the appropriate authorities.**
9. **Lighting** - Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.
10. **Artificial Vegetation, Exterior Sculpture and Similar Items** - No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. The display of one (1) United States flag shall be permitted, subject however, to the reasonable standards of the Association with respect to size, placement, and safety.
11. **Tree Removal** - No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC. No additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved by the Association.
12. **Approval by ACC** - No construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.
13. **Lease** – Any and all lease agreements shall be in writing, shall provide for a term of not less than twelve (12) months and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of

use and enjoyment of the Common Areas and facilities to his lessee; and in so doing; said Owner relinquishes said rights during the term of the lease agreement.

14. **Garage** – No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.
15. **Trash** – All garbage and refuse from the lots shall be deposited with care in each Owner's private garbage containers, which shall be placed so they are not visible from the roads or from adjoining units. No garbage or refuse shall be deposited in any Common Area for any reasons, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Association Property.
16. No Owner shall do or permit any assembling or disassembling of motor vehicles except within his/her garage. Each Lot Owner shall be required to clean his/her driveway of any oil or other fluid discharged by his/her motor vehicle.
17. No bicycles, tricycles, scooters, baby strollers or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks, and streets shall not be obstructed.