

CAPISTARA HOMEOWNERS ASSOCIATION, INC.
C/O SOLEIL PROPERTY MANAGEMENT
PO BOX 212964
ROYAL PALM BEACH, FL 33421
PHONE (561) 225-1524

RESIDENTIAL INFORMATIONAL FORM FOR SALE

\$150 (non-refundable) application fee per applicant payable: Soleil Property Management (money order or cashier check only)

- 1. An Owner may not lease or rent their home until they have held title for a minimum of 365 days (1 year).**
- 2. RESALE CONTRIBUTION- TWO (2) MONTHS OF ASSESSMENTS.**
- 3. No lease agreement may be for a term of less than twelve (12) months, and no home may be leased more than two (2) times in any calendar year.**
- 4. The Association may disapprove an application for lease due to: Owner delinquent with the Association dues, unresolved violations of Association documents/rule & regulations, convicted felon or proposed occupant is listed on the Sexual Predator list. Homeowners who allow the prospective tenant to move in prior to HOA approval will be automatically denied and the homeowner will be responsible for the HOA legal fees.**
- 5. All exterior alterations are to have **PRIOR** Architectural Control Committee (ACC) approval.**
- 6. Community Restrictions:** Please refer to the Association documents for complete information.
 - No street parking- park in the garage and/or driveway. May not block sidewalks
 - Owners may not park in guest spots.
 - No commercial vehicle, limousine, boat trailer, camper etc.
 - Owners may keep domestic pets as permitted by County Ordinances.

GARBAGE & RECYCLING:

- Household trash on Wednesday and Saturday
- Recycle is Saturday
- Please place containers on the roadside after 7:00 P.M. the evening prior to scheduled pick up: otherwise, all containers are required to be stored out of sight.

**IF NEEDED, HOMEOWNERS' DOCUMENTS ARE \$75 CHECK PAYABLE TO:
SOLEIL PROPERTY MANAGEMENT**

RESIDENTIAL INFORMATIONAL FORM FOR SALE
CAPISTARA HOMEOWNERS ASSOCIATION, INC.

Please print legibly and complete all the sections

UNIT INFORMATION

PROPERTY ADDRESS	MOVE-IN DATE
CURRENT OWNER NAME	CONTACT #

APPLICANT INFORMATION

APPLICANT NAME	CO-APPLICANT NAME
PRIMARY CONTACT #	PRIMARY CONTACT #
EMAIL	EMAIL
CURRENT MAILING ADDRESS	CURRENT MAILING ADDRESS
CITY-STATE-ZIP	CITY-STATE-ZIP
EMERGENCY CONTACT NAME & TELEPHONE	EMERGENCY CONTACT NAME & TELEPHONE
MARTIAL STATUS MARRIED () SINGLE ()	MARTIAL STATUS MARRIED () SINGLE ()

OTHER OCCUPANTS LIVING IN HOME

NAME	RELATIONSHIP	DOB
NAME	RELATIONSHIP	DOB
NAME	RELATIONSHIP	DOB

REALTOR INFORMATION

REALTOR'S NAME	PHONE #	EMAIL
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ADDITIONAL INFORMATION

VEHICLE INFORMATION

NOTE: No commercial vehicle, limousine, boat, trailer, camper etc.

MAKE	MODEL	COLOR	STATE	TAG #
MAKE	MODEL	COLOR	STATE	TAG #
MAKE	MODEL	COLOR	STATE	TAG #

PET INFORMATION (Write none if no pets)

TYPE	BREED	RABIES LICENSE TAG #	COLOR	WEIGHT
TYPE	BREED	RABIES LICENSE TAG #	COLOR	WEIGHT

GATE ACCESS REQUEST

TELEPHONE # TO PROGRAM INTO GATE SYSTEM	<u>OFFICE USE ONLY</u> GATE
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TO: All Residents Capistara Homeowners Association Inc

RE: E-Blast Communication System

In a continued effort to improve the community, the Board would like to set up an EBlast Communication System which will require your assistance. Having an EBlast set up will allow us to reach out to all residents via email at the click of a button. We will utilize this to get out Alerts, Notices, and Updates. It will also allow us to communicate much more easily, faster, and less expensively. There are endless uses for it, and we truly believe that keeping that line of communication open is vital for the wellness of our community.

To achieve this all we will need is your email address. Please complete the lower portion of this form and mail back to Soleil Property Management at the address on the top of this letter head.
Be sure to check whether you opt in or opt out. Please print or type legibly.

Your email address and personal information will not be shared with others. All EBlasts will be blind copied to the owners who participate.

Cordially,

Capistara Homeowners Association Inc.; Board of Directors

Name: _____ Phone Number: _____

Capistara Address: _____ Email Address: _____

I hereby give my permission for and Capistara Homeowners Association Inc and Soleil Management to send me emails for the purpose of updating me on community events, receiving meeting notices and other communications. I understand it is my responsibility to notify Soleil Management in the event that my e-mail address changes. I understand that Soleil Management will not be held responsible for notices that are sent and not received or are received in a "spam" folder. I understand that I can opt out of the EBlast program by sending my request in writing to Soleil Management.

Signature of Homeowner

Date

I opt in for e mails _____

I opt out for e- mails _____

CAPISTARA HOMEOWNERS **ASSOCIATION**

Owner/Tenant #1

Name:

Phone # for Call Box:

Owner/Tenant #2

Name:

Phone # for Call Box:

Address (In community)

Email:

Signature #1:

 Date:

Signature #2:

 Date:

Gate Instructions:

When a guest comes to the key pad, they are to scroll down to the name. The Resident will be the name in this case. A four digit number will come up and the guest just has to push those four numbers. Then Resident's phone will ring. When the resident answers the call, they should hold down the number "9" until they hear it disconnect. The gate will then open. All residents have different numbers and if you make a mistake in pushing the numbers (such as pressing # or *) the gate will lock up for 10 minutes as a safety precaution.

NOTWITHSTANDING THE FOREGOING, ASSOCIATION AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 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) removing all removable furniture, plants and other objects from outside the Home; and (ii) 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. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC and in accordance with the Community Standards. No wooden or chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. The ACC may permit Owners of Lots that abut, run along, intersect with or join the boundary of any water body to install fences in accordance with the Community Standards. All fences must be black aluminum of an open design with a five foot (5') wide gate and a minimum of four feet (4') in height to a maximum of five (5') in height. Due to the Association's maintenance requirements and responsibilities the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for any damage or impediment caused to the drainage easement area. All screening and screened enclosures shall have the prior written approval of the ACC. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

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

12.16 Garages. Each Home must at a minimum include a two (2) car garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 General Use Restrictions. Each Home, the Common Areas and any portion of CAPISTARA shall not be used in any manner contrary to the Governing Documents.

12.19 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 and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or 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.

12.20 Irrigation. 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.

CAPISTARA
Declaration

Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

12.21 Water Body Slopes. The rear yard of some Lots may border water bodies forming part of the Common Areas. The Association will maintain portions of the Common Areas and/or Lots that include the water body slopes. The record title owner of each Lot bordering on the water body shall ensure that water body banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each record title owner of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants Association an easement of ingress and egress across his or her Lot to all adjacent water body areas for the purpose of insuring compliance with the requirements of this Section.

12.22 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2012), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothes line shall be removed when it is not in use as a clothesline.

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

12.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.24. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association. No Lease Agreement may be for a term of less than seven (7) months, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.25 Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about CAPISTARA. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors. The Board of Directors may adopt reasonable rules and regulations governing minors' use of the Recreational Facilities.

12.26 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 CAPISTARA is permitted. No firearms shall be discharged within CAPISTARA. Nothing shall be done or kept within the Common Areas, or any other portion of CAPISTARA, including a Home or Lot which will increase the rate of insurance to be paid by Association.

12.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.28 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ACC.

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

12.30 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner or Builder shall remove soil from any portion of CAPISTARA, change the level of the land within CAPISTARA, or plant landscaping which results in any permanent change in the flow and drainage of surface water within CAPISTARA. Owners and Builders may place additional plants, shrubs, or trees within any portion of CAPISTARA within their respective Lots with the prior written approval of the ACC.

12.31. Swimming 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 feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures 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 Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within CAPISTARA or adjoining properties.

12.32 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned 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 Lot line or include the sidewalk. All roofs shall be concrete tile roofs with at least a twenty (20) year life.

12.33 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 Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of CAPISTARA. 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.

12.34 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas and/or Recreational Facilities.

12.35 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of CAPISTARA, including without

limitation, any Home, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County or municipality in which the flag pole is erected and all setback and location criteria contained in this Declaration.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the CAPISTARA such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.36 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of CAPISTARA without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.37 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. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

12.38 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to CAPISTARA, without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

12.39 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of CAPISTARA or within any Home or Lot, 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.

12.40 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or water bodies within or adjacent to CAPISTARA. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any water body.

12.41 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, tenants and invitees.

12.42 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 Board 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.

12.43 Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

12.44 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association, if any.

12.45 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.

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance. Association shall maintain the following insurance coverage:

14.1 Insurance.

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

14.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

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