

# The Oaks on Mapp Road HOA, Inc. Architectural Review Board (“ARB”) Architectural Guidelines

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ARB APPLICATION FORM ATTACHED  
RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT  
ATTACHED

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ALL PERSONS USING THESE GUIDELINES ARE ADVISED:

1. These guidelines have been adopted for the purpose of establishing general criteria for requests for architectural approvals and standards and guidelines applicable to same. These guidelines are not intended to supersede or replace the Association’s governing documents or local, state or federal laws, codes, ordinances, rules or regulations. Further, the ARB shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations and/or additions contemplated will not be detrimental to the appearance of the surrounding area of the property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable, in the ARB’s sole and absolute discretion. The ARB shall employ (without limitation) the following minimum criteria for approval or rejection of requests: (i) uniformity of type and design in relation to similar improvements; (ii) comparability of quality of materials as used in existing improvements; (iii) uniformity with respect to color, size and location; and, (iv) consistency with governmental or quasi-governmental requirements.
2. These guidelines are subject to amendment from time to time. Because of changing circumstances and technologies, matters prohibited or approved in the past may not necessarily be prohibited or approved in the future.
3. While this manual is intended to establish consistency of appearance within the community, because of factors such as location, neighborhood characteristics and proximity to common areas, waterbodies, roads and the like, various properties may be treated differently in order to reflect such factors.
4. The mention of an improvement in these guidelines shall not be deemed a representation or warranty by Declarant or the Association that any such improvements exist or are applicable, it being the intention that these guidelines are general and can serve as a guide.
5. As stated in the Association’s governing documents, no approval hereunder shall constitute a warranty or approval as to, and neither the Association nor any member or representative thereof shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any improvement or alteration nor as to its compliance with governmental or industry codes or standards.
6. Owners shall be responsible for obtaining all permits and approvals from the City, County and other governmental agencies with jurisdiction thereof and any approval issued by the ARB does not excuse an Owner from obtaining such approval from applicable governmental authorities
7. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Association’s governing documents. To the extent of any conflict between these guidelines and the Association’s governing documents, the Association’s recorded governing documents shall control to the extent of such conflict.

*October 2023*

**Section  
10**

**Air Conditioners**

- A. Window A/C units are not permitted.

**Section  
20**

**Antennas and Satellite Dishes**

- A. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the community or upon any improvements thereon, unless expressly approved in writing by the ARB, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time (“OTARD Rule”).
- B. Satellite dishes with a diameter of 18 inches or less (“Permitted Satellite Dishes”) may be installed by Owners subject to the following:
  - 1. Dish must be installed at least 8 feet above the finished floor of the home.
  - 2. The preferred location for dishes is on the rear wall of the home or on a sidewall within 6 feet from the rear of the home.
  - 3. Cables required for installation, which are exposed on outside walls, must be painted to match the existing building color.
  - 4. Dishes may not be installed in common areas.
  - 5. Any Permitted Satellite Dishes shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.
  - 6. Installation of more than one dish will be considered in the circumstance that a single dish is insufficient to provide an acceptable signal. In such situations, a letter from the satellite service provider must be presented for review to ARB with the homeowner’s request.
- C. Permitted Satellite Dishes shall be installed and maintained pursuant to the above-described guidelines provided these guidelines do not unreasonably delay Permitted Satellite Dishes installation, maintenance, or use; unreasonably increase the cost of Permitted Satellite Dishes installation, maintenance, or use; or preclude reception of acceptable-quality signals from Permitted Satellite Dishes, and each such rule set forth above shall be read to so provide for such limitation. Further, If any provision of these Permitted Satellite Dish guidelines are held invalid, the validity of the remainder of the guidelines shall not be affected, it being the intention that the OTARD Rule shall supersede and control to the extent of any conflict or invalidity.

**Section  
30**

**Awnings**

- A. Only awnings encased on rear of home are permitted.
- B. A survey showing location and sample of fabric must be included within the ARB application for approval prior to installation. Colors must be consistent with the color scheme of the houses in the community.
- C. Periodic cleaning and eventual replacement by owner is at the discretion of the Board of Directors.

**Section  
40**

**Basketball Hoops**

- A. Shall be professionally manufactured basketball backboards installed on black poles with white or clear backboard. No roof or roof-mounted backboards are permitted.
- B. Portable basketball hoops shall be stored in garage when not in use. Storage on patios or balconies or anywhere outside of the home is prohibited.
- C. Shall not cause a nuisance.
- D. Portable basketball hoops cannot be set up in the street or any common areas within the property.

**Section  
50**

**Boats / Watercraft**

- A. The only place a boat, canoe, kayak or other watercraft may be kept within the community is within the garage of a Home. Boats, canoes or kayaks parked in the street, cabana or sport fields’ parking lots, or any other unauthorized area will be towed at the owner’s expense.

**Section  
60**

**Clothes Drying**

- A. Unless otherwise permitted by applicable law and only to the extent permitted therein, no clothesline or other similar device shall be allowed in any portion of the community, unless within a home and concealed from view from all other portions of the community and from the surrounding public areas. No towels shall be permitted to be hung from the balconies.

**Section  
70**

**Driveways & Walkways**

- A. Surfaces must be consistent with original materials and colors.
- B. Walkways from the driveway to front door; front and rear patios and porches may be considered for resurfacing (tile, pavers, etc.)
- C. Driveways should remain free from oil, gas and other stains. Periodic cleaning may be required at the discretion of the Board of Directors.

**Section  
80**

**Exterior House Light**

- A. All additional light fixtures require ARB approval. The ARB application package requires submission of a picture of the fixture and a copy of the owner's lot survey, showing the exact proposed location for approval prior to any such installation.

**Section  
90**

**Fences**

- A. With the exception of Declarant installed fencing, the following restrictions shall apply to any fencing by Owners in the Community, which such fencing in all instances shall require prior written approval by the ARB: (i) As to interior Lots: only 6' white PVC shall be permitted. The front fence must start at least 10' from the front corner of the home; and (ii) As to lake Lots: only 4' black aluminum rail on the back-property line and up the side property line until you reach the back corner of the home. The fence beyond that can continue with 6' white PVC. The front fence must start at least 10' back from the front corner of the home.
- B. Gates, a minimum of four (4) foot wide, are required to allow access of lawn maintenance equipment.
- C. An Owner may not install any fencing (including invisible fencing) on his or her Lot without the prior written approval by the ARB. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARB and is permitted to cross any such easements, such ARB's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required.

**Section  
100**

**Flag Poles & Flags**

- A. Owners may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, Space Force, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in the Declaration. In addition, unless prohibited by applicable law, flagpoles installed by Owners shall be illuminated during evening hours. Illumination of flagpoles shall be subject to applicable law and the prior written approval of the ARB.
- B. Only permissible installation is by brackets mounted to the front exterior of house. Except as expressly provided herein, flag poles are prohibited. Flags are not permitted to be affixed to trees or other landscaping.
- C. A survey showing location must be submitted to the ARB for approval prior to installation.

**Section  
110**

**Garages**

- A. Garage conversions are not permitted.
- B. Garage doors should be kept closed when garage is not in use.
- C. Garages doors should be periodically cleaned, painted and maintained - damaged or unsightly doors may be required to be cleaned, repaired, or replaced at the discretion of the ARB.
- D. Garages with front facing windows should be fitted with appropriate window treatments (see Section 320).
- E. No garage opening shall have a screen covering without the prior written consent of the ARB.

**Section  
120**

**Gutters & Down Spouts**

- A. Gutters may only be white in color.
- B. Down spouts may only be white in color.
- C. Survey showing location must be submitted to the ARB for approval prior to installation.

**Section  
130**

**House Colors**

- A. Shall remain as original colors selected for the community.
- B. Approval must be received prior to painting front doors or garage doors.
- C. An ARB application must be submitted to ARB for approval prior to any exterior painting.

**Section  
140**

**House Paint**

- A. Shall not have mildew or irrigation staining.
- B. Shall not have chipped or peeling paint.
- C. It is anticipated that the Association shall require all homes to be painted every 5 to 7 years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every 3 years.
- D. Owners should also refer to the restrictions contained in the Association's governing documents as to house painting.

**Section  
150**

**Landscaping & Plant Materials**

- A. Landscaping (includes plants in established planter beds) shall not be removed without prior approval.
- B. All landscaping shall be contained in mulched beds. Decorative rocks require ARB approval.
- C. Homeowner is responsible for maintenance and upkeep of all additional landscaping.
- D. Landscaping should not be planted in the Right of Way or Public Utility Easements. Planting in such areas is at the homeowners' risk, as if utilities need to be installed or repaired, it is within the right of the installing entity to remove the plants with no responsibility to replace them or compensate the owner.
- E. When installing new landscaping in any area other than an existing planter bed, or when installing a new planter bed, homeowner is required to have all public and private utilities located and flagged prior to digging.
- F. **LANDSCAPE LIGHTING & DECORATIVE STRUCTURES**
  1. Wiring shall be buried and out of sight.
  2. Homeowner may be required to assume responsibility for maintaining lawn directly surrounding landscape lighting or decorative structures if the installation of such features creates an undue burden on the lawn maintenance company
  3. Transformers shall be obscured from view.
  4. Must not be a nuisance to neighbors.
  5. No trellises are allowed.
  6. Ponds, fountains and other water features and sculptures are not permitted unless contained within an enclosed lanai or pool area.
- G. **PLANT MATERIAL**
  1. **Trees**
    - (A.) Most varieties permitted, however rapid growing and/or invasive varieties may be prohibited completely, or restricted in certain locations.
    - (B.) Shall not be a nuisance due to insects or rodents.
    - (C.) Shall be regularly trimmed so that branches do not become a nuisance to neighboring properties.
    - (D.) Standard setback for all trees is a minimum of 5' from property lines. Large or rapidly growing trees may require greater setbacks.
    - (E.) Fallen branches and fronds must be picked up.
    - (F.) Fruit trees are prohibited.
    - (G.) For the health of the tree, the planting of flowers around swale trees is not permitted.
  2. **Hedging**
    - (A.) Most varieties permitted, however rapid growing and/or invasive varieties may be prohibited or restricted in certain locations.
    - (B.) Shall not be a nuisance due to rodents or insects.
    - (C.) Shall be regularly trimmed so that branches do not become a nuisance to neighboring properties.
    - (D.) Spacing of hedging shall be continuous (i.e. planted on 18 inch centers).
    - (E.) Hedging shall be planted inside property line by at least 18 inches. On corner lots, hedging must be set back at least 5' from sidewalks and/or roadways.
    - (F.) Hedging must maintain height between 4 and 5 feet.

3. Plants and Flowers

- (A.) No artificial vegetation allowed (includes grass, plants, etc.).
- (B.) Most varieties of plants permitted.
- (C.) For the health of the tree, the planting of flowers around swale trees is not permitted.
- (D.) Adding new planter beds or replacing plants in existing beds requires prior approval.

**Section  
160**

Mailboxes

No individual mail boxes are permitted. Mail delivery is located at designated locations.

**Section  
170**

Nuisances

- A. Music may not be played at a level that can be heard outside of your home.
- B. No homeowner shall create an annoyance to the neighborhood. Loud, disturbing and unnecessary noises will not be tolerated and may be reported as noise disturbances to the County Sheriff's Office. Activities that may constitute a noise disturbance include, but are not limited to, the following:
  - a. loud music, television or parties
  - b. sounding of horns and whistles for an unreasonable period of time other than as a danger warning
  - c. yelling, shouting, singing, etc. other than at normal conversation levels after 11pm
  - d. barking, howling, whining, screeching of animals
- C. Rodents and insects shall be controlled.
- D. No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on in or about the community without the prior written consent of the ARB and without obtaining approvals from all applicable governmental authorities (if required).
- E. The use and discharge of weapons within the community is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
- F. Fireworks are not permitted within the community.

**Section  
180**

Parking of Vehicles

- A. Parking on streets, parking on or across sidewalks, parking on lawns, and parking on common areas is not permitted.
- B. Vehicles may not be parked sideways on driveways.
- C. Board of Directors or their agent has the authority to tow vehicles which are in violation of the rules and regulations of the community at the vehicle owner's expense.
- D. Vehicle owner will be responsible for expense of repairs required to any property damaged as a result of parking in violation of these rules (i.e., damage to grass, sprinkler, etc.).

**Section  
190**

Patios & Lanais

- A. Shall be constructed of pavers or concrete.
- B. Materials shall be consistent in color and type with those used in the construction of the home.
- C. Shall not extend beyond the plane (sides) of the house except as approved by the ARB.
- D. Shall not encroach on any easement, including utility easements.
- E. Homeowner is responsible for having all public and private utilities located prior to commencing construction.
- F. Irrigation lines and heads that run through areas with improvements should be capped and/or re-routed so that no running water is flowing underneath a patio/lanai. Homeowners who install patios/lanais over existing irrigation lines do so at their own risk. In the event a line breaks or requires repair underneath a Home's patio/lanai, the Association's irrigation contractor will repair the line and shall be permitted to remove any portion of the patio/lanai necessary to complete the repair. Neither the Association nor its contractor(s) shall be responsible for the restoration, repair or reimbursement to any Homeowner for removal and/or damage caused to the patio/lanai as a result of repairs and/or restorations. Homeowners installing such pavers or concrete surfaces do so at their sole cost and risk with full understanding of same.

**Section  
200**

Pets

- A. Pets must be leashed at all times when they are not in a fully enclosed patio/yard.
- B. You must pick up after your pets.
- C. Pets cannot be left outside, including within a screen patio area or a pool screen enclosure, to bark or to the annoyance of neighbors.
- D. Owners should also refer to the restrictions contained in the Association's governing documents as to pets.

<b>Section 210</b>	<p>Swing Sets and Play Equipment</p> <p>A. An Owner may not install any swing set or play equipment on his or her Lot without the prior written approval by the ARB.</p> <p>B. If approved by the ARB, a swing set and/or play equipment may only be located in the backyard and shall not extend beyond the plane (sides) of the house.</p>
<b>Section 220</b>	<p>Pools &amp; Pool Equipment</p> <p>A. Swimming Pools &amp; Spas</p> <ol style="list-style-type: none"> <li>1. Pools, pool decks and pool enclosures require ARB approval. Pools, pool decks and pool enclosures shall be located on the side yards of homes, subject to set backs and other governmental requirements and space limitations. Pools, pool decks and pool enclosures may not be located in areas where pump grinders or easements are located.</li> <li>2. Owner is responsible for having all public and private utilities located prior to commencing construction. Owners that proceed with construction without having utilities located will be responsible for costs associated with damage to any utility line.</li> <li>3. Irrigation lines and heads that run through the area the pool and deck will be installed should be capped and/or re-routed so that no running water is flowing under the pool or deck. Owners who build over existing lines do so at their own risk. In the instance a line breaks underneath the improvement, Association's irrigation contractor will repair the line and is permitted to remove any portion of the improvement necessary to complete the repair. Neither Association nor contractor will be responsible for repair or reimbursement to Owner for damage caused to the as a result of the break.</li> <li>4. Survey showing a scaled drawing of pool/spa and pool equipment should be attached to your architectural application.</li> <li>5. An Owner must receive architectural approval from ARB before applying for permits.</li> </ol> <p>B. Pool Equipment &amp; Gas Tanks (heaters, pumps)</p> <ol style="list-style-type: none"> <li>1. Landscaping shall be used to obscure pools and pool equipment from view.</li> <li>2. Type of landscaping that will be used should be identified in architectural application submitted for pool installation.</li> </ol>
<b>Section 230</b>	<p>Screen Enclosures &amp; Screen Doors</p> <p>A. No enclosures of any kind, including but not limited to, glass and screen enclosures, shall be constructed or placed on the balconies, patios or backyard areas, if any, of the homes without approval in writing by the ARB. Screen enclosures around pools are permitted provided they are approved in writing by the ARB.</p>
<b>Section 240</b>	<p>Seasonal Lights &amp; Holiday Decorations</p> <p>A. May only be displayed between October 1 and January 10.</p> <p>B. No hooks, nails or other devices shall be placed on a tree or other landscaping for purpose of hanging lights or other decoration as this is harmful to the health of the plant.</p>
<b>Section 250</b>	<p>Sidewalks (Parallel to Streets)</p> <p>A. Shall not be painted or stained.</p> <p>B. Shall be kept free of irrigation stains.</p> <p>C. Sidewalks are never to be altered except as originally installed.</p>
<b>Section 260</b>	<p>Signs</p> <p>A. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the ARB and the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the ARB and the Board. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, or a Participating Builder, for advertising or marketing during the construction and sale period of The Oaks or other communities developed and/or marketed by Declarant or its affiliates, or a Participating Builder and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant and/or a Participating Builder may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act.</p> <p>B. No signs of any kind may be placed on community common grounds.</p>
<b>Section 270</b>	<p>Solar Collectors &amp; Other Energy Devices Based on Renewable Resources</p> <p>A. The installation of solar collectors and other energy devices based on renewable energy is subject to the prior written consent of the ARB.</p> <p>B. Owner shall submit the following to the ARB for approval before any exterior installation may begin:</p> <ol style="list-style-type: none"> <li>1. A site assessment and structural analysis of the Home (including the roof);</li> </ol>

2. Name, address, proof of insurance and proof of licensure of the contractor selected to install the solar collectors or other energy devices based on renewable resources;
3. An inspection report submitted by the contractor regarding the current condition of the roof area affected by any installation;
4. Adequate proof showing the device to be installed is a solar collector or other energy device based on renewable resources as defined in Florida Statutes, Section 163.04;
5. Drawings and photos showing the proposed location on the roof, the number of solar collectors or other energy devices, the attachment to the roof (including methods and location of penetrations) and the location of any exterior system components;
6. Photos taken from the street showing the visual impact of the solar collectors or other energy devices;
7. Detailed information regarding the size, installation details, materials and color of the solar collector or other energy devices; and
8. The hold harmless agreement attached as **Exhibit "A"** to this Architectural Guidelines fully executed by all parties having an ownership interest in the Home, acknowledging and agreeing to, among other things, **the loss of any and all roof warranties, applicable to the Home, if existing and not already expired, as a result of such installation, as well as the loss of any and all warranties applicable to the electrical system serving the Home, depending upon the manner in which the solar collectors are installed.**

- C. The Owner shall receive all required government, local and state, approval before any installation may begin. Once received, proof of such approval must be submitted to the ARB as a supplement to the application.
- D. Notwithstanding anything to the contrary herein contained, the location of the solar collectors or other energy devices shall be subject to the prior written approval of the ARB so long as such location does not impair the effective operation of the solar collectors. Any Owner claiming impairment of effective operation shall submit proof of such impairment to the ARB.
- E. All such equipment required for installation, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed.
- F. So long as such location does not impair the effective operation of the solar collectors, no solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Home.
- G. Owner and its contractor shall not enter any portion of the shared roof or other shared building improvements owned by another owner. Without limiting the generality of the foregoing, the installation of solar collectors or other energy devices must occur solely within such Owner's Home and Owner shall be solely liable for any and all damage or loss caused by such installation.

**Section  
280**

Storage Sheds & Tents

- A. An Owner may not install any storage shed or tent on his or her Lot without the prior written approval by the ARB.
- B. If approved by the ARB, a storage shed and/or tent may only be located in the backyard and shall not extend beyond the plane (sides) of the house.

**Section  
290**

Storm Shutters

- A. Shall preferably have removable panels.
- B. Roll-down and sliding models shall match wall color.
- C. Accordion panel shutters must match the color scheme of the home.
- D. No Bahama Shutters are permitted.
- E. Panels shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Property, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.
- F. Must not be used for security purposes.
- G. The ARB application package requires submission of a survey showing proposed locations to for approval prior to installation of shutters other than as originally may have been installed by the Declarant.

**Section  
300**

Trash

- A. All trash must be placed in sanitary containers. Bags and loose trash are not permitted. Containers should be made of rigid plastic with 20 – 32 gallon capacity, well-sealed. If trash containers are provided by the applicable municipality, said containers shall be used by Owners.
- B. Trash containers can be put out after 5:00 p.m. on the day before pick up.
- C. Containers must be brought in no later than 12 hours after collection.
- D. Trash containers must be stored out of view. Trash containers may not be stored at the side or rear of the house unless obscured from view by approved landscaping.

**Section  
310**

Vehicles

- A. No trailer, camper, or other vehicle, other than four wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of The Oaks unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in The Oaks.
- B. No car covers or unlicensed cars are allowed.
- C. ATV's, 4-wheelers and similar vehicles may not be driven anywhere within the community.
- D. The speed limit throughout the community is mandated by the applicable municipality.
- E. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Property may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

**Section  
320**

Windows and Window Coverings

- A. Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face the exterior windows or glass doors of a Home shall be subject to disapproval by the ARB, in which case they shall be removed and replaced by the Owner, at such Owner's sole cost, with items acceptable to the ARB. Sheets, newspaper, aluminum foil, bags and other similar items are not permitted.
- B. Tinting shall be non-mirror finish.
- C. Broken or damages blinds or window coverings will be required to be replaced at the discretion of the Board of Directors.
- D. Broken windows shall promptly be replaced.

Owners are advised that the covenants and restrictions, including additional architectural restrictions and guidelines contained in the Association's governing documents are cumulative herewith and shall also apply in all respects to the community and any ARB applications and submittals. Further, compliance with these guidelines or any of those contained within the Association's governing documents does not automatically assure architectural approval by the ARB, which may be granted, withheld or conditioned by the ARB (or Declarant, as applicable) as set forth in the Association's governing documents. Architectural approval must be requested in writing, pursuant to the requirements of the Association's governing documents. Application and instructions can be found on the attached Architectural Review Board's Application form or by calling Property Keepers Management at (954) 586-5111.

**THE OAKS ON MAPP ROAD HOA, INC.  
ARCHITECTURAL REVIEW BOARD  
APPLICATION AND APPROVAL FORM**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (w)

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_

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

Approval is hereby requested to make the following modifications, alterations, or addition to my home or lot.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a detailed description of the modification/improvement (i.e., color, size, materials to be used), along with a lot survey containing a scaled drawing of the location of the modification/improvement, and copy of professional license and proof of insurance of contractor who will be performing the work if other than the homeowner.**

I AGREE:

1. To abide by the decision of the ARB.
2. That if the modification is not completed as approved, said approval can be revoked and the modification removed.
3. That I am responsible for restoring all property affected by my installation/modification to its prior condition and that I am responsible to pay for and repair any and all damages done to any common area or adjoining property as a result of the installation/modification within a reasonable time following completion.
4. That I may be required to place a deposit with the Association in the amount of set forth in the Association's governing documents, depending on the size and nature of project, to secure against property damaged as a result of the installation/modification. Once the installation/modification is completed and the property is appropriately restored, as determined by the ARB and the Association, the deposit will be returned to me. Should I fail to restore or repair damaged property caused by the installation/modification within a reasonable time, the Association will have the right to use my deposit to complete the repairs.
5. To obtain all necessary permits and comply with all State, County, and City codes and ordinances and to perform any approved modifications and/or alterations in accordance with all applicable laws, rules, regulations and codes, applicable thereto.
6. That I am responsible for having all public and private utilities located prior to commencing work on any improvement/modification that requires any digging or excavation, and that the ARB will not approve this application until I have returned the attached Irrigation Review Form executed by a representative of Association's irrigation vendor (as applicable).

**ARCHITECTURAL REVIEW BOARD  
APPLICATION AND APPROVAL FORM (Cont.)**

7. By submitting a request for review and approval, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Declarant, Declarant's affiliates, the Association, its officers, the Board, the ARB, the Association's management agent, any committee, or any member of any of the foregoing, from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above) arising from, relating to or in any way connected with the improvement or alterations for which such request was submitted and/or any security deposit (including, without limitation, the disbursement thereof).

I have read, understand and agree to all of the above.

\_\_\_\_\_  
Owner's Signature

Please mail request to: Property Keepers Management, LLC.  
6555 Powerline Road  
Suite 105  
Fort Lauderdale, FL 33309  
<http://www.Property-Keepers.com>  
[brett@property-keepers.com](mailto:brett@property-keepers.com)  
Phone: 954-586-5111; Fax: 954-586-5113

**THE OAKS ON MAPP ROAD HOA, INC.  
ARCHITECTURAL REVIEW BOARD  
APPLICATION AND APPROVAL FORM (Cont.)**

Date first received by ARB: \_\_\_\_\_ (initial/date)

Application not completed, contacted owner: \_\_\_\_\_ (initial/date)

Approved: Property Manager \_\_\_\_\_

Homeowner's Association

ARB \_\_\_\_\_

Denied: Property Manager \_\_\_\_\_

Homeowner's Association ARB \_\_\_\_\_

Deposit Amount (if required): \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

This Release, Indemnification, and Hold Harmless Agreement (“Hold Harmless Agreement”) is executed this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by the undersigned Owner(s) of Home located on Lot No. \_\_\_\_\_ located in The Oaks (“Home”).

Whereas, the undersigned Owner(s) of the Home intends to engage contractors and vendors (including all those working by, through, or under them, collectively, hereinafter referred to as, the “Personnel”) to perform work to install solar collectors and/or other energy devices based on renewable energy with respect to the Owner’s Home, including the exterior of the Home (“Work”), subject to the terms and conditions set forth hereinafter. In connection therewith and as a condition to Architectural Review Board approval therefor, in addition to the other requirements set forth in the governing documents and rules and regulations for The Oaks, Owner shall submit, as to each Personnel working on such Owner’s Home to perform the Work: (i) a current certificate of insurance for general liability insurance with limits of at least \$1,000,000.00 and THE OAKS ON MAPP ROAD HOA, INC. and D.R. HORTON, INC. and each of their successors, assigns and affiliates, including those owned directly or indirectly, and their respective directors, officers, employees, agents, managers, members, shareholders, and partners (collectively, “Indemnified Parties”), as an additional named insured; (ii) a current certificate of applicable Worker’s Compensation Insurance; and, (iii) a copy of all applicable licenses and required permits associates with such installation and work.

Now, Therefore, in consideration of being permitted the benefit of allowing the Personnel to perform the Work to the Home and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

The above recitals are true and correct and are incorporated herein by reference.

The undersigned acknowledges and agrees that the Work performed by such Personnel within and to his/her/its Home shall be at the undersigned’s sole risk and the Indemnified Parties shall not have any responsibilities or liabilities for the Work performed by such Personnel and further acknowledges that the Indemnified Parties have made no representations regarding the contractor or vendor.

The undersigned (jointly and severally) hereby releases immediately and holds harmless the Indemnified Parties from and against all claims, damages, losses, and expenses including attorney’s fees, at both the trial and appellate level, arising out of or resulting from the Personnel’s entry to the undersigned’s Lot and the Work performed by, through or under them.

**THE UNDERSIGNED FURTHER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE INSTALLATION OF SOLAR COLLECTORS OR OTHER ENERGY DEVICES BASED UPON RENEWABLE ENERGY UPON THE ROOF OF THE HOME SHALL VOID ANY WARRANTY (IF ANY) PROVIDED BY INDEMNIFIED PARTIES OR ANY CONTRACTORS OR VENDORS ENGAGED BY THE INDEMNIFIED PARTIES TO INITIALLY INSTALL SUCH ROOF AND RELATED ROOFING SYSTEMS AND MAY VOID OTHER WARRANTIES APPLICABLE TO THE HOME, INCLUDING WITHOUT LIMITATION, ELECTRICAL SYSTEM WARRANTIES (IF ANY), DEPENDING UPON THE MANNER OF INSTALLATION OF THE SOLAR COLLECTORS OR OTHER ENERGY DEVICES. FURTHER, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE INSTALLATION OF SOLAR COLLECTORS OR OTHER ENERGY DEVICES BASED UPON RENEWABLE ENERGY UPON THE ROOF OF THE HOME MAY INCREASE ANY HOMEOWNERS INSURANCE PURCHASED BY THE UNDERSIGNED AND/OR VOID ANY SUCH INSURANCE. THE UNDERSIGNED HEREBY ALSO ACKNOWLEDGES AND AGREES THAT HE/SHE/IT SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE AND OR OTHER LIABILITIES (WHETHER TO PERSON OR PROPERTY) RESULTING, WHETHER DIRECTLY OR INDIRECTLY, AS A RESULT OF SUCH WORK.**

The undersigned accepts all risks and liabilities associated with such installation and consequences thereof.

This indemnification shall extend to all claims and damages, including consequential damages, losses, and expenses attributable to bodily injury, death, and to damages, theft, or injury to and destruction of real or personal property including loss of use resulting therefore, arising out of, or resulting from the work performed by the contractor or vendor and entry into the undersigned's Home.

By its execution hereof, the undersigned acknowledges and agrees that he/she/it has read and understood this Hold Harmless Agreement and understands and agrees to all of its terms, with full knowledge of its significance.

IN WITNESS WHEREOF, the undersigned have executed this Hold Harmless Agreement the day and year set forth above.

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

Owners: \_\_\_\_\_  
\_\_\_\_\_

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