

USE RESTRICTIONS

1. Units are restricted to residential use by a single family.
2. A Dwelling Unit may be used for a limited business purpose (i.e. home-office) which would not cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use. All other business purposes are strictly prohibited.
3. No fence shall be erected, maintained or permitted around a unit, upon any lands owned by a Unit Owner, or any portion of the Subdivision, unless prior written permission is obtained from the Board of Directors of the Association. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
4. No clothes lines or clothes poles shall be erected, maintained or permitted upon any portion of the Subdivision unless prior written consent is obtained from the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained written consent of the Master Association.
5. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Subdivision except in closed containers, dumpsters or other sanitary garbage collection facilities. All container, dumpster and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the Subdivision.
6. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of a Dwelling Unit or upon any land owned by a Unit Owner. No "For Sale" or "Garage Sale" signs, or similar sign or notice of any kind shall be displayed or placed upon any part of a Unit or any land owned by a Unit Owner, without the prior written approval for the same from the Board of Directors. However, the consent shall not be effective until the applicant has obtained the written consent of the Master Association. Any sign approved by the Board for display shall be no larger than four (4) square feet.
7. No commercial truck, boat, trailer, camper or van of any kind shall park or be parked at any time upon any portion of the Subdivision unless it is commercial vehicle in the process of being loaded or unloaded. However, if the truck, boat, trailer, camper or van is less than two thousand (2,000) pounds in weight, it may be parked within the Subdivision for periods of time not to exceed four (4) consecutive hours on any given day or for greater periods of time if prior written Approval from the Board of Directors of the Association is obtained.
8. No exterior radio, television or electronic antenna or aerial shall be erected or maintained on any Dwelling Unit or non-Association building without the prior written consent of the Association. However, all cable and satellite television facilities are specifically permitted.

9. No animals, livestock, poultry or pets of any kind shall be kept by Unit Owners or their family members, lessees, guests or invitee upon any portion of the Subdivision, except that two (2) dogs or two (2) cats shall be permitted to be kept by Unit Owners within their Units, provided that such pet is not kept or maintained for commercial purposes and shall not be an unreasonable nuisance or annoyance to other Unit Owners. The Owner of any Unit in which a pet is kept shall indemnify the Association and hold it harmless against any loss or damage of any kind or character whatsoever arising from any injury or damage caused by such pets.
10. No tents, out buildings, portable buildings, storage sheds, temporary or accessory buildings or structure shall be erected, constructed or located on any Unit or any land for storage or otherwise, without the prior written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained written consent of the Master Association.
11. No Dwelling Unit shall be enlarged by any addition thereto extending over any other Dwelling Unit, or extend into the air space above the roof of a Dwelling Unit or the planes thereof, including porches and Florida rooms, without the prior written consent thereto from the Board of Directors. Consent of the Board to such addition may be granted provided such addition is located entirely within the Unit seeking such addition and provided that such addition, in the sole discretion of the Board, does not damage or impair the aesthetic appearance of the Subdivision. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
12. No modification of the landscaping shall be made without the written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
13. No nuisances shall be allowed upon the Subdivision nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Subdivision by its residents. All parts of the Subdivision shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.
14. No immoral, improper, offensive or unlawful use shall be made of the Subdivision or any part thereof. All laws, zoning ordinances and regulations of all government entities having jurisdiction shall be observed.
15. Reasonable Rules and Regulations concerning the use of Common Area may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and any amendments thereto shall be furnished by the Association to all Unit Owners, residents of the Subdivision, and their authorized representatives upon request.
16. No swimming, boating, fishing or docks shall be permitted in or on the lakes without prior written consent of the Board of Directors. However, the consent of the Board of

Directors shall not be effective until the applicant has obtained the written consent of the Master Association.

17. No tree having a trunk greater than five (5) inches in diameter at its base, or a height greater than eight (8) feet, shall be removed or destroyed without prior written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association and permit from the City of Deerfield Beach must be obtained for removal.
18. Signage, Banners and Flags. Only two exterior signs are permitted year-round on any unit or any land: a security sign installed within ten (10) feet from the main entrance of a home as allowed by Chapter 720, F.S. and an "Open House" sign relating to the sale of a home between the hours of 9 AM to 5 PM. All other signs and banners are strictly prohibited with the exception of signage or banners installed as part of a home's holiday or seasonal decor. Holiday signage shall be permitted for a period of forty-five (45) days prior to holiday and must be taken down within fifteen (15) days after the holiday has passed.
19. Owners may only fly those flags which are identified in Section 720.304, F.S. Specifically, 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 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. In addition, an owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property provided that advance approval is granted by the ARB. Such approval will not be granted if the flagpole obstructs sightlines at intersections and/or is erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Broward County noise and lighting ordinances. Any flags, signage or banners in a state of disrepair or in the case of flags which are not being displayed in a respectful manner will be subject to immediate removal.
20. Members whose roofs have been damaged by a casualty event including, but not limited to, a windstorm or fire, must repair or replace the damaged roof within nine (9) months from the date of the casualty event. The failure to receive insurance funds is not a mitigating factor and does not toll the deadline to repair or replace the roof. Owners whose roofs are damaged and/or have tarps in place as of the passage of this rule will have no more than sixty (60) days to complete their roof repair and removal of any tarp.
21. Firearms and guns of any type may not be discharged in any of the common areas of the Townhomes of Deer Creek or outside any residence unless such discharge is for self-defense, the defense of others or as otherwise permitted by law. In no event may firearms or guns of any type be used to shoot animals or for recreational purposes anywhere inside the Townhomes of Deer Creek.