

# FAIRVIEW POINTE HOA, INC.

C/O EXCLUSIVE PROPERTY MANAGEMENT  
2945 WEST CYPRESS CREEK ROAD, SUITE 201  
FORT LAUDERDALE, FLORIDA 33309  
PHONE: (954) 969-1330 - FAX: (954) 969-7622

Email: [info@exclusivepm.net](mailto:info@exclusivepm.net)

**ATTENTION: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**  
**APPLICATION FOR LEASE**

## **INSTRUCTIONS:**

1. This application and the attached application for occupancy must be completed in detail by each proposed lessee, other than husband/wife or parent/dependent child (which is considered one applicant).
2. Please attach a copy of the lease contract to this application.
3. Attach a copy of the Driver's License(s) of all adults who will be occupying the unit.
4. The Association has 30 days to complete its processing from the date of receipt the fully completed application, all fees and any supplemental information required. If a question is not answered adequately or left blank, this application may be returned, not processed and not approved.
4. Use of units in Fairview Pointe is for single-family residences only.
5. All applicants for lease must make themselves available for a personal interview prior to final Board of Directors approval. **All Screening Interviews by the Board are scheduled on the third Monday of the month at the Exclusive Property Management office at 2 pm, ONLY**

## **FEEES REQUIRED:**

1. \$100.00 non-refundable application/screening fee must be attached to this application, made payable to **FAIRVIEW POINTE HOA, INC.**
2. \$100.00 non-refundable fee for processing of new tenant records made payable to **EXCLUSIVE PROPERTY MANAGEMENT, INC.**

## **OCCUPANCY RESTRICTIONS:**

1. Term of leases not less than 6 months.
2. Parking is restricted to garages, driveways and guest parking. No street parking is allowed.
3. Vehicles are limited to only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles.
4. No vehicle shall be parked outside of a UNIT overnight if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above.

ACCEPTANCE OF THE PROCESSING FEE DOES NOT, IN ANY WAY, CONSTITUTE APPROVAL OF THIS TRANSACTION.

## **YOU MUST PRINT OR TYPE ALL INFORMATION ON THESE FORMS**

(Answer all questions. If all questions are not answered, the application will be rejected and new fees will be required to resubmit as mentioned above)

Date \_\_\_\_\_ Lease Term: From \_\_\_\_\_ To \_\_\_\_\_

Address \_\_\_\_\_

Current Owner's Name \_\_\_\_\_ Tele No. \_\_\_\_\_

Owner's Address If Different than Unit Address: \_\_\_\_\_

Lease Dates \_\_\_\_\_

Name of Realtor Handling Lease \_\_\_\_\_ Tele No. \_\_\_\_\_

NAME OF LESSEE [As appears on lease.] \_\_\_\_\_

a. \_\_\_\_\_ b. \_\_\_\_\_

OTHER PERSONS who will occupy the property with you:  
Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship/Occupation \_\_\_\_\_

**AGREEMENT:**

1. In making this application, I represent to the Board of Directors that the purpose of the lease of a unit in Fairview Pointe Homeowners Association, Inc. is as follows:  
Permanent \_\_\_\_\_ Seasonal Residence \_\_\_\_\_
2. I hereby agree for myself and on behalf of all persons who will reside in this unit at Fairview Pointe that we will abide by all of 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 Fairview Pointe Homeowners Association, Inc.
3. I have received a copy of all Rules & Regulations: Yes \_\_\_\_\_ No \_\_\_\_\_
4. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. I understand that the Association has 30 days from the date this application and any supplemental information required by the Association is received in which to approve or deny this application.
5. I understand that the acceptance for lease of an unit at Fairview Pointe Homeowners Association, Inc. is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of the information on these forms will result in the automatic disqualification of this application. **Occupancy prior to Board of Directors approval is prohibited.**
5. I understand that the Board of Directors of Fairview Pointe Homeowners Association, Inc. may cause to be instituted an investigation of my background, as the Board may deem necessary. Accordingly, I specially authorize the Board of Directors, Management and ASSOCIATED CREDIT REPORTING, INC. to make such investigation, and agree that the information contained in the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of Fairview Pointe Homeowners Association, Inc. itself 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 of Directors. In making the foregoing application, I am aware that the decision of Fairview Pointe Homeowners Association, Inc. will be final and no reason will be given for any action taken by The Board of Directors. I agree to be governed by the determination of the Board of Directors.

APPLICANT'S A.M.E.: \_\_\_\_\_ APPLICANT'S NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE ( ) \_\_\_\_\_ CELL ( ) \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

I have read and agree to comply with the above.

\_\_\_\_\_  
**Lessee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
**Lessee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

I am the owner of the unit and have made the Lessee aware of all of the above conditions of occupancy. I will consider it my responsibility to enforce these rules and regulations.

\_\_\_\_\_  
**Owner Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Date**

NOTE: Complete all questions and fill in all blanks. If any question is not answered or left blank, this application may be returned, not processed, and/or not approved. Print legibly or type all information. Missing information will cause delays. All information on this application will be verified. PLEASE USE BLACK INK.

THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY!

### APPLICATION FOR OCCUPANCY

Fairview Pointe at Palm Aire HOA Inc

NOTE: All telephone numbers must be able to be reached between 9-5 P.M. Date \_\_\_\_\_ Please write property address as it should appear on your invoice.

Purchase \_\_\_\_\_ Lease \_\_\_\_\_ Apt. \_\_\_\_\_ Bldg. No. \_\_\_\_\_ Property Address: \_\_\_\_\_

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

(\_\_\_\_) Single (\_\_\_\_) Married (\_\_\_\_) Separated (\_\_\_\_) Divorced - How Long \_\_\_\_\_ Maiden Name \_\_\_\_\_

Have you ever been convicted of a crime \_\_\_\_\_ Date (s) \_\_\_\_\_ County/State Convicted in \_\_\_\_\_

Charge (s) \_\_\_\_\_

Spouse \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Maiden Name \_\_\_\_\_ Have you ever been convicted of a crime \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

No. of people who will occupy unit -- Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit \_\_\_\_\_

Have any of the other occupants been convicted of a crime \_\_\_\_\_ Explain \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

### PART I - RESIDENCE HISTORY

(PLEASE PRINT FULL ADDRESS, INCLUDING UNIT #, CITY, STATE & ZIP CODE)

A. Present address \_\_\_\_\_ Phone \_\_\_\_\_

Apt. or Condo Name \_\_\_\_\_ Tel. # \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Mortgage \_\_\_\_\_ Rent/Mtg. Amount \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Mortgage No. \_\_\_\_\_

B. Previous address \_\_\_\_\_

Apt. or Condo Name \_\_\_\_\_ Tel. # \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Mortgage \_\_\_\_\_ Rent/Mtg. Amount \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Mortgage No. \_\_\_\_\_

C. Previous address \_\_\_\_\_

Apt. or Condo Name \_\_\_\_\_ Tel. # \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Mortgage \_\_\_\_\_ Rent/Mtg. Amount \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Mortgage No. \_\_\_\_\_



# ASSOCIATED CREDIT REPORTING, INC.

Established 1985

8795 West McNab Road, First Floor, Tamarac, Florida 33321  
www.associatedcreditreporting.com  
Phone: 954-543-9400  
Toll Free: 800-676-7640  
Fax: 954-543-9411  
Toll Free Fax: 800-235-7185

APPLICANTS: Most banks, financial institutions, mortgage companies and employers require your signature and name printed to verify information. Please complete the form below:

### \*\*\* AUTHORIZATION FORM \*\*\*

You are hereby authorized to release information to Associated Credit Reporting, Inc. any and all information they request with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references. This information is to be used for my/our credit report for my/our Application for Occupancy.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the Association for their exclusive use only. PLEASE INCLUDE COPY OF DRIVER'S LICENSE and SOCIAL SECURITY CARD TO CONFIRM IDENTITY. If you do not have a Social Security Card, please include a copy of your Passport or current identification card.

I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper signature.

I/We certify under penalty of perjury that the foregoing is true and correct.

_____	_____
(Applicant's Signature)	(Applicant's Name Printed)
_____	_____
(Spouse's Signature)	(Spouse's Name Printed)
_____	_____
(Date Signed)	(Date Signed)

NOTE TO APPLICANTS: Banks and some employers require your signature and name printed as authorization to verify information. If it is not your bank or employer's policy to verify by fax or verbally-please enclose a copy of your most recent bank statement and check stub. Thank You!

ADDENDUM TO LEASE

UNIT OWNER(S)' CONSENT TO ASSIGNMENT OF RENTS TO THE FAIRWAYS OF PALM-AIRE, INC. (DOING BUSINESS AS FAIRVIEW POINT HOMEOWNERS' ASSOCIATION) AND AGREEMENT TO DELIVER DOCUMENTS TO TENANT(S)

The undersigned, \_\_\_\_\_, as Owner(s) of the property located at \_\_\_\_\_ West Palm Aire Drive, Pompano Beach, FL 33069, (referred to hereafter as the Property) and whose mailing address is \_\_\_\_\_ the undersigned, \_\_\_\_\_ as Tenant(s) of the Property, and The Fairways of Palm-Aire, Inc., a Florida not-for-profit corporation, doing business as Fairview Point Homeowners' Association, (referred to hereafter as the Association) agree as follows:

1. That, unless and until notified otherwise in writing by the Association, Owner(s) shall continue making payment directly to the Association of all homeowners' assessments and related sums when due.
2. That, in the event that Owner(s) fails to pay any monthly (or quarterly) regular assessment, or any special assessment, to the Association by the 10<sup>th</sup> day of the month when due, the Association shall have the right to require that Tenant(s) pay the delinquent assessment(s) directly to the Association, together with any additional amounts then owed to the Association by Owner(s) including, but not limited to late charges, interest, the Association's attorney's fees and costs for collection, the Association's attorney's fees and costs to enforce this Addendum and any fines which have been levied against Owner(s). Any portion of the rent not necessary to fully pay the foregoing shall be paid by Tenant(s) to Owner(s).
3. That, in order to implement paragraph 2 above, the Association shall transmit written notice to both Owner(s) and Tenant(s), at the addresses set forth in the preamble above, stating that the Association is demanding that Tenant(s) make payment, from the rent, directly to the Association and stating the amount of the Owner(s)' delinquency at the time of giving the notice. The notice shall be sent not later than the 20<sup>th</sup> day of the month preceding the first month when Tenant(s) is to make payment directly to the Association. Tenant(s) shall continue deducting the sum necessary each month, and paying same to the Association, until the Association transmits written notice to Owner(s) and Tenant(s) that Owner(s)' delinquency has been cured.
4. That Owner(s) hereby assigns to the Association that portion of the rents which equals the total amount due to the Association, including regular assessments, special assessments, late charges, interest, the Association's attorney's fees and costs for collection, the Association's attorney's fees and costs to enforce this Addendum and

any fines which have been levied against Owner(s), effective as of the date that the Association transmits the notice described in paragraph 3 above.

5. That once the notice described in paragraph 3 above is transmitted by the Association, then even after Owner(s)' account with the Association is brought current, Tenant(s) shall continue to deduct the regular monthly (or quarterly) assessments from the rent and pay same directly to the Association unless, and until, the Association transmits written notice to Owner(s) and Tenant(s) to do otherwise.

6. That Owner(s) agrees that Tenant(s) shall not be considered delinquent in the payment of rent and that Owner(s) shall not initiate eviction or other proceedings against Tenant(s) predicated on Tenant(s)' deduction of assessments, and related amounts, from the rent and paying the deducted amount to the Association.

7. That Tenant(s) and Owner(s) agree that, upon Tenant(s)' failure to comply with the provisions of this Addendum with regard to payment of monies due the Association, the Association may commence and prosecute proceedings for the removal (eviction) of Tenant(s) from the Property pursuant to Chapter 83, Part II *Fla. Stat.*, (the Florida Residential Landlord and Tenant Act), Chapter 720, *Fla. Stat.* (relative to homeowners' associations) and/or the Association's Declaration of Covenants and Restrictions and/or the Association's Rules, Regulations and General Information.

8. That Owner(s) shall deliver a copy of the Association's Declaration of Covenants and Restrictions, together with copies of all amendments thereto, and a copy of the Association's current Rules, Regulations and General Information to Tenant(s) within 3 days of the date that Owner(s) signs this Addendum. Tenant(s) agrees to review the Declaration of Covenants and Restrictions and the Rules, Regulations and General Information and to comply with, and be bound by, the provisions of those documents, as those documents may be amended from time to time.

9. That any breach, or purported breach, of the base lease between Owner(s) and Tenant(s), any renewal of the base lease or any addendum to the base lease or any renewal thereof shall not effect the rights of the Association pursuant to this Addendum or serve as a defense against any action or proceeding prosecuted by the Association pursuant to this Addendum, the Association's Declaration of Covenant and Restrictions and/or the Association's Rules, Regulations and General Information.

10. That, in the event that the Association incurs attorney's fees or expenses in connection with the enforcement of this Addendum, without the commencement of a law suit or arbitration proceeding, Owner(s) agrees to pay or reimburse the Association's reasonable attorney's fees and costs upon receipt of demand to do so from the Association. In the event that litigation or arbitration occurs between or among the parties for the purpose of enforcing or construing this Addendum then the prevailing party(ies) shall be entitled to recover its (their) reasonable attorney's fees and costs, including such fees and costs incurred for appeal, from the losing party(ies). Any attorney's fees and costs to be paid, reimbursed or awarded to the Association shall be

included in the amount(s) paid by the Tenant(s) to the Association pursuant to this Addendum.

THIS ADDENDUM IS BINDING ON ALL PARTIES SIGNING THIS ADDENDUM.

OWNER: \_\_\_\_\_ TENANT: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER: \_\_\_\_\_ TENANT: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

THE FAIRWAYS OF PALM-AIRE, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_





**CERTIFICATION OF UNIT OWNER**  
**MAILING ADDRESS**

**(FORM MUST BE FILLED OUT & SIGNED BY UNIT OWNER)**

I HEREBY CERTIFY THAT I \_\_\_\_\_ (owner's name)  
AM PROVIDING MY NEW MAILING ADDRESS AND CONTACT PHONE NUMBERS. I AM  
REQUESTING THAT MY MAIL BE SENT TO THE ADDRESS INDICATED ON THIS FORM.

NAME OF ASSOCIATION: \_\_\_\_\_

PROPERTY ADDRESS ON APPLICATION: \_\_\_\_\_

\_\_\_\_\_

NAME OF UNIT OWNER: \_\_\_\_\_

\_\_\_\_\_

NEW MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**IF MY MAILING ADDRESS CHANGES, I WILL SEND WRITTEN NOTIFICATION TO**  
**THE MANAGEMENT OFFICE TO: 2945 WEST CYPRESS CREEK ROAD, SUITE 201, FORT**  
**LAUDERDALE, FLORIDA 33309**

Date: \_\_\_\_\_ Owner's Signature \_\_\_\_\_

Date: \_\_\_\_\_ Owner's Signature \_\_\_\_\_

2945 West Cypress Creek Road, Suite 201, Fort Lauderdale, FL.33309 Phone: (954) 969-1330 Fax: (954) 969-7622

FAIRVIEW POINTE HOA. INC  
c/o Exclusive Property Management  
2945 West Cypress Creek Road, Suite 201  
Fort Lauderdale, FL 33309  
(954) 969-1330 FAX (954) 969-7622

**IMPORTANT INFORMATION SHEET**

In case of an immediate need to contact you due to flood, fire, hurricane, or other emergency purpose, please provide all information requested below and return this form with your lease to the management office

Address of Property: \_\_\_\_\_

**RESIDENCY STATUS**

OWNER'S NAMES: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ HOME \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

**RENTER'S INFORMATION**

RENTER'S NAMES: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ HOME \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**AUTOMOBILE INFORMATION**

YEAR & MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ TAG# \_\_\_\_\_ STATE \_\_\_\_\_

YEAR & MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ TAG# \_\_\_\_\_ STATE \_\_\_\_\_

**KEY INFORMATION**

**WHO SHOULD BE CONTACTED IN CASE OF EMERGENCY?**

NAME \_\_\_\_\_ TELEPHONE (\_\_\_\_) \_\_\_\_\_

NOTE: ALL INFORMATION IS STRICTLY CONFIDENTIAL FOR EMERGENCY PURPOSES ONLY. PLEASE ADVISE THE MANAGEMENT OFFICE IF ANY INFORMATION CHANGES. HELP US HELP YOU.

**FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.**

C/o Exclusive Property Management

2945 West Cypress Creek Road, Suite 201

Fort Lauderdale, FL 33309

Tel: (954) 969-1330

Fax: (954) 969-7622

**ACKNOWLEDGED RECEIPT OF RULES & REGULATIONS**

I HEREBY CERTIFY THAT I HAVE RECEIVED, READ, AND WILL ABIDE BY THE RULES & REGULATIONS AND ANY AMENDMENTS THERETO, **FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.** , AS PART OF THE DECLARATION OF THE CONDOMINIUM DOCUMENTS: BY-LAWS, ARTICLES OF INCORPORATION AND ANY AMENDMENTS THERETO, OF **FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.**

Property Address \_\_\_\_\_

TENANT'S NAME: \_\_\_\_\_

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TENANT'S NAME: \_\_\_\_\_

TENANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Please keep the Rules & Regulations for your records and return this form along with your application.



## *Fairways at Palm Aire*

Pompano Beach, Florida

Rules, Regulations,

And

General Information

***IMPORTANT PHONE NUMBERS***

**EMERGENCY (MEDICAL, FIRE, POLICE): 911**

**CITY OF POMPANO**

**POLICE: 954 786-4200**

**EXCLUSIVE PROPERTY MANAGEMENT OFFICE:  
954 969-1330**

**FAIRWAYS AT PALM AIRE OWNERS' ASSOCIATION BOARD**

**President – John ‘Skip’ Sigh #432: 954 968-7337**

**Vice President – Jason Bates #512 954 956-7695**

**Secretary – Michael Cherup #680 954 973-6164**

**Treasurer -Brian McCarthy #500 954-258-1435**

**Directors - Ralph Chiocco #620: 954 970-0960**

**COMMITTEE CHAIRPERSONS**

**Maintenance & Landscaping  
Information Technology  
Public Relations & Social  
Insurance  
Finance & Budget  
Landscaping  
Rules & Regulations  
Long Range Planning**

**Mike Cherup  
Ralph Chiocco  
Jason Bates  
Skip Sigh  
Brian McCarthy  
Skip Sigh  
Jason Bates  
Brain McCarthy**

## **FOREWORD**

### **WELCOME TO LUXURIOUS LIVING OF FAIRWAYS AT PALM AIRE**

This book of **Rules, Regulations, and General Information** has been developed by your Association to aid you in maintaining the basic objectives of luxurious living and preserving the values of our property. These Rules and Regulations are based on the laws established by Florida Statutes as well as in accord with the Declaration of Covenants and Restrictions of The Fairways of Palm-Aire Inc. that you agreed to abide by when you purchased your property in Fairview Pointe. The Board of Directors is charged with the responsibility of enforcing these covenants and restrictions. Your cooperation and submission to the following pages will not only aid the board in fulfilling its duties, but also assist in controlling the costs of enforcing these covenants and restrictions and ensure our community remains in the pristine condition we expect.

The Rules and Regulations that follow shall be deemed in effect until amended as provided by the laws of the Association and shall apply to and be binding upon all owners.

The owners shall at all times obey said rules and regulations and shall see that they are obeyed by their families, guests, and persons for whom they are responsible and exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the Board of Directors and other unit owners pursuant to the terms of the Declaration of Covenants and Bylaws of the Association, and may include penalties and/or fines determined by the Board of Directors.

The Board of Directors may, from time to time, adopt new rules and regulations or amend and/or repeal previously adopted rules and regulations. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which it is identified at the time of the giving of such waiver, consent, or approval.

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## **Alterations and Structural Changes**

No unit owner shall make any alteration or addition to the common elements, the exterior of his unit, or any structural modification to his unit, including any pool and/or patio area without the prior written consent of the board.

## **Antennas and Wiring**

Owners may install small satellite dishes not to exceed 18", subject to approval of the antenna placement by the Board of Directors. The City of Pompano must approve the installation of the satellite dish. The approval is not grandfathered.

## **Assessments and Maintenance Payments**

Quarterly maintenance payments are due and payable on the first day of January, April, July, and October. Payments received after the 15<sup>th</sup> of the month will incur a late charge of 10% of the monthly association fee. After thirty (30) days, the issue will be turned over to the Association attorney and an additional charge of \$100.00 will be incurred. Sixty (60) days after the due date, lien proceedings will be instituted against the unit owner, and foreclosure may follow, as provided in the association documents.

## **Automobile, Parking Privileges, and Other Vehicles**

No on street parking is allowed. Owners must park their vehicles in their own garage or driveway. Parking or storing of trucks, commercial vehicles, buses, campers, recreational vehicles, motor homes, motorcycles, boats or trailers of any kind are prohibited in any of the guest parking spots. Vehicles with expired tags or no tags, vehicles not owned or registered to a owner, and vehicles that cannot operate under their own power, or appear to be abandoned are prohibited. Owners are not allowed to park a commercial vehicle (as defined in 5.07 of the Declaration of Covenants and Restrictions) for which they operate primarily for business, or which from viewing the exterior of the vehicle or any portion thereof show or trend to show any commercial markings, signs, displays, or otherwise indicate a commercial use: which contains tools or equipment transported in the vehicle incidental to any business.

## **Board of Directors Meetings**

Notice of all Board of Directors meetings will be posted 48 hours in advance at the bulletin board outside the mailboxes. Scheduled meetings will take place on the third Monday of each month. All unit owners are invited to attend and will be provided a forum to express their concerns at the *end* of the meeting.

## **Children/Teens**

Each owner shall be solely responsible for the actions and any damage caused by his children or children visiting. Children under age fourteen (14) years of age shall not be allowed in the pool and deck area unless accompanied by an adult (over the age of eighteen (18) at all times. Individuals under the age of 18 are not allowed to congregate in the pool or common areas unless in the presence by an adult resident. Roadways are for vehicular traffic, and children are not to use our roadways as play areas. Children's play activities must not create a nuisance situation for nearby unit owners.



## **Common Areas**

An individual owner should not place plants, flowers, shrubs, landscaping, or other equipment in the common areas without the written consent of the Board of directors.

## **Elections**

The Association will mail a notice of the Annual Meetings to all homeowners, no more than sixty (60) days prior thereto, soliciting candidates for the election to the Board of Directors. The last day for filing of intention to be a candidate, will be stated therein. Soon after, voting ballots will be sent to all residents. Ballots will be sent back to the management office prior to the Annual Meeting or personally brought to the Annual Meeting by a homeowner. Votes will be counted at the annual meeting, and the candidates with the most votes will comprise the Board of Directors for the next year. A maximum of seven (7) candidates will be chosen, however if seven homeowners do not apply to be elected to the board than five (5) directors will be chosen.

## **Exterior Appearance**

Each OWNER shall maintain his UNIT, including windows and patio areas, and all improvement upon his LOT in first-class condition at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in the DECLARATION. The exterior of all UNITS including but not limited to roofs and walls shall be maintained in first class condition and repair and in a neat and attractive manner by the ASSOCIATION. No OWNER shall change the exterior color of his UNIT. All sidewalks, driveways and parking areas within the Owner's LOT or serving the Owner's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas shall be repaired, replaced and/or resurfaced as necessary by the ASSOCIATION. No window, wall, or portable air conditioning units are permitted.

## **Fines**

Violation of the Rules & Regulations will result in the imposition of fines. Violators are entitled to reasonable notice and opportunity for a hearing before the Board of Directors. At present, a fine is one-third of monthly association fees for first offense and two-thirds for second offense, and may not exceed \$50.00 per violation per day and cannot exceed an aggregate of \$1,000.00 per violation.

## **Garages**

No garage shall be erected which is separate from a home. However, a homeowner may convert a garage into a living space or storage area, provided said conversion is approved by the City of Pompano Beach, and complies with all ordinances of the City of Pompano Beach, including proper zoning for such conversion. All garage doors shall remain closed when not in use.

## **Garbage and Trash**

Waste Management picks up trash on Wednesdays and Saturdays. Trash shall not be placed at the end of the driveways any earlier than 5:00pm on Tuesday or Friday evenings. Trash must be placed in proper plastic canisters to avoid being disturbed by animals in the area. Garbage canisters must be removed from the curbside Thursday and Sunday morning, and be kept out of common sight from the road at all times.

## **Guests and Visitors**

All guests and visitors must abide by the same Rules and Regulations of the Association as are in effect for the homeowner. Owners must advise their guests and visitors that their stay may be terminated if any of the Rules and Regulations is violated. The homeowner shall be liable to the Association for any damages, costs, and legal fees that may be incurred because of any violation.

## **Insurance**

Every owner must have insurance for their individual unit; especially the structure of the unit.

## **Landscaping**

No owner shall install any landscaping within the portion of his LOT to be maintained by the ASSOCIATION as provided in Paragraph 3.12.1 of the Declaration of Covenants without the prior written consent of the ASSOCIATION.

## **Noise and Nuisance**

Consideration of the rights of other residents' dictates that noise is kept to a minimum at all times, especially after 11:00 p.m. It is the owners' responsibility that his family, guests, renters, lessees, and children do not create disturbing noises either within his unit or anywhere else on the premises. The owner, guest, renter, lessee, or children shall not commit or permit any nuisance, immoral, or illegal act in or about his unit or on Association property, which will interfere with the tranquility and enjoyment or normal living.

## **Pets**

No pet may be kept outside of any unit in the absence of any resident of the unit. All dogs must be walked on a leash at all times. All dog owners must 'pick up' after their pets. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents, this includes dogs, as well as cats and birds. Cats and dogs should remain inside each unit and not be allowed to roam the neighborhood. Birds should be kept INSIDE each unit and not be left on patios or entrances where their noise would disturb others.

## **Parking**

Vehicles of homeowners must be parked either in the garage or driveway of their particular home unless construction or work of some sort is being completed on their individual home or driveway, which prevents such parking. The various visitor spots throughout the community are for guests only. Parking on the street in front of a home or on the grass is strictly prohibited. Visitor spots should not be used to house an "extra" vehicle for a particular homeowner. Such vehicles will be towed at the owners' expense.

## **Pool Rules**

Pool hours are from 7:00 a.m. until 11:00 p.m. Pets are not allowed inside the pool area. A responsible adult must accompany children under age twelve (12). No roller skates, bicycles, skate boards, or ball playing allowed in the pool area. No parties in the pool area without the consent of the board. In order to insure proper clean up after the party, a \$50.00 refundable deposit must be paid in advance to the Property Management Company. Alcohol and/or glass bottles are not permitted at any time in the pool area. Swim at your own risk; no lifeguard on duty. No diving is permitted.

## **Records**

Minutes of Association meetings will be posted on the message board at the mailboxes after every meeting. A homeowner may request, for copying and inspection all official records as designated by the laws of the state of Florida. The association requires five (5) days after receipt of written notice, designating specific records. Copies may be obtained at \$0.25 per page.

## **Rentals and Leases**

Unit owners wanting to sell or lease their Unit must give the Board of Directors at least thirty (30) days notice. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and a copy of said leases shall be delivered to and approved by the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than six (6) months. In addition, each prospective tenant shall be subject to BOARD approval based on the prospective tenant's completion of an application for occupancy, credit report and payment of a \$100.00 ) per person unless married) application fee payable to the ASSOCIATION and all of which will be delivered to the BOARD.

## **Security Gate**

Only one car at a time is permitted to go through the gate. Any driver intending to go through while the gate is up for the car in front is responsible for the damages to the security gate, the security arm and damages to his/her vehicle.

## **Signs and Advertising**

No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon and part of the unit or Association property. Vehicles that have lettering or signs thereon, depicting a commercial enterprise must be parked in the owners' garage.

## **Speeding**

The speed limit within the development posted or otherwise is 15 m.p.h.

## **Unit Owners Rights**

Each unit owner is entitled to the exclusive use and possession of his unit. He shall be entitled to use the Common Areas in accordance with the purpose for which they were intended, but such use shall not hinder or encroach upon the lawful right of other unit owners.