

Colonial Condominium Association, Inc.

PURCHASE/RENTAL APPLICATION PROCEDURES AND REQUIREMENTS:

This application must be filled out completely and submit to:

Colonial Condominium Association, Inc.
c/o Allied Property Management Group, Inc.
1711 Worthington Rd. Ste 103
West Palm Beach, FL 33409

Please note: if purchasing under a business entity the application must be filled out with said person's signer for such business entity. Proof of authorized signer required such as a print out from Sunbiz.org

- 1) _____ Non-refundable application fee in the form of money order or cashier's check in the amount of **\$150.00** (per person over the age of 18 {applicant}) made payable to: **ALLIED PROPERTY MANAGEMENT GROUP, INC.** Married couples eligible to only \$150.00 fee (marriage certificate will be required if last names differ).
 - a **Please note:** An additional hundred (\$250.00 per person) of Foreign Nationality with no US Social Security number - made payable to: **ALLIED PROPERTY MANAGEMENT GROUP, INC.** is required **per applicant** if of Foreign Nationality and holds no U.S. Social Security Number.
- 2) _____ Legible copy of each applicant's valid Driver's License or Government issued Picture ID/Passport for ALL persons residing in the residence over 18 Years of age (applicants).
- 3) _____ Copies of ALL Vehicle Registrations & Vehicle Insurance Cards for vehicles that will be parked in the community.
- 4) _____ Signed APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION form signed by all parties residing in the residence over the age of 18.
- 5) _____ Executed copy of the Purchase Agreement or Signed Lease Agreement.

Please note: applications must be turned in complete. All must check / initial next to each item above to ensure you are submitting all required documentation prior to mailing or dropping off. We do not accept applications by email.

Please allow up to 30 days for approval and do not schedule closing or occupy the unit until you have been approved by the board and issued a certificate of approval. An original Certificate of Approval must be taken to your closing. You will not be able to close without it. This certificate will be available to you AFTER your orientation with Colonial Condominium Association or its representative, if you are approved.

A copy of your Warranty Deed will need to be provided to the management company after closing to officially change ownership in our records.

These procedures are for the benefit of all owners at Colonial Condominium Association, Inc.; Everyone's cooperation in following these procedures will be greatly appreciated.

*Applicant(s) will be contacted once the board has made a decision. You may follow up for the status within two (2) weeks via email to: **applications@alliedpmg.com** including the following subject line (CCA/ Applicants Last Name – Property address) in your email(s).

Applicant(s) Email: _____ Email: _____

Agent(s) Email: _____ Email: _____



CCA

READ FIRST: Complete ALL questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or denied. Missing information will cause delays. Once submitted, order can be cancelled but all fees are NON-Refundable.

PROPERTY ADDRESS: _____ Unit # _____
Purchase _____ OR Lease/Rental _____ Lease Dates: _____ - _____
Realtor: _____ Contact# & Email: _____

Please Print

Applicant 1

Name: _____ Maiden Name: _____

DOB: _____ Social Security _____ - _____ - _____ Phone: (_____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current Rent: _____

Current Address: _____ City, State _____ Zip _____ How Long: _____

Landlord: _____ Ph: _____ Reason for Moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Mthly Income: _____

Address: _____ Supervisor: _____

Dates of Employment: From _____ To _____ Position: _____

Previous Employer: _____ Ph: _____ Mthly Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Dates of Employment: From _____ To _____ Position: _____

Have you ever been convicted of a crime? _____ Date(s): _____

County/State Convicted in _____

Charges: _____

By signing the applicant recognizes that the Association and Allied Property Management Group, Inc. will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of the Board of Colonial Condominium Association, Inc.

Applicant Signature: _____ Printed Name: _____ Date: _____



READ FIRST: Complete ALL questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or denied. Missing information will cause delays. Once submitted, order can be cancelled but all fees are NON-Refundable.

Applicant 2

Name: _____ Maiden Name: _____

DOB: _____ Social Security ----- _____ Phone: (____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current Rent: _____

Current Address: _____ City, State _____ Zip _____ How Long: _____

Landlord: _____ Ph: _____ Reason for Moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Mthly Income: _____

Address: _____ Supervisor: _____

Dates of Employment: From _____ To _____ Position: _____

Previous Employer: _____ Ph: _____ Mthly Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Dates of Employment: From _____ To _____ Position: _____

Have you ever been convicted of a crime? _____ Date(s): _____

County/State Convicted in _____

Charges: _____

By signing the applicant recognizes that the Association and Allied Property Management Group, Inc. will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of the Board of Colonial Condominium Association, Inc.

Applicant Signature: _____ Printed Name: _____ Date: _____



READ FIRST: Complete ALL questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or denied. Missing information will cause delays. Once submitted, order can be cancelled but all fees are NON-Refundable.

Applicant 3

Name: _____ Maiden Name: _____

DOB: _____ Social Security ----- _____ Phone: (____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current Rent: _____

Current Address: _____ City, State _____ Zip _____ How Long: _____

Landlord: _____ Ph: _____ Reason for Moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Mthly Income: _____

Address: _____ Supervisor: _____

Dates of Employment: From _____ To _____ Position: _____

Previous Employer: _____ Ph: _____ Mthly Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Dates of Employment: From _____ To _____ Position: _____

Have you ever been convicted of a crime? _____ Date(s): _____

County/State Convicted in _____

Charges: _____

By signing the applicant recognizes that the Association and Allied Property Management Group, Inc. will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of the Board of Colonial Condominium Association, Inc.

Applicant Signature: _____ Printed Name: _____ Date: _____

OTHER OCCUPANTS THAT WILL RESIDE WITH YOU (over 18yrs old is considered an applicant)

Name	DOB	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pets- SEE PET REGISTRATION FORM

Vehicles

Vehicle #1: Make: _____ Model: _____ Tag#: _____ Yr: _____
Vehicle #2: Make: _____ Model: _____ Tag#: _____ Yr: _____

Character References (Not Related) Minimum of two

Name: _____	Address: _____
Relationship: _____	Phone: _____
Name: _____	Address: _____
Relationship: _____	Phone: _____
Name: _____	Address: _____
Relationship: _____	Phone: _____
Name: _____	Address: _____
Relationship: _____	Phone: _____

Has any applicant(s) ever been: Evicted Lost part/all security deposit Had lease terminated
Give detail: _____

Bank References:

Bank Name: _____	Checking Acct# _____
Address: _____	Phone Number: _____
Bank Name: _____	Savings Acct# _____
Address: _____	Phone Number: _____

Applicant #1: Credit Score _____ Applicant #2: Credit Score _____
Applicant #3: Credit Score _____

Emergency Contact

Name: _____	Address: _____
Relationship: _____	Phone: _____

I (we) agree to abide by the Declaration of Covenants, Conditions and Restrictions and Amendments thereto, of the governing Association.
I (we) fully authorize an investigation, if necessary, of all answers and references given. Accordingly, I specifically authorize Allied Property Management Group, Inc., its principals, managers or agents to make such investigation and agree that the information contained in this application may be used in such investigation and Allied Property Management Group, Inc., its principals, manager or agents 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 Allied Property Management, Inc., its principals, managers or agents.

Applicant: _____ Co-Applicant: _____ Date: _____



APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

This release and authorization acknowledges that **Allied Property Management Group, Inc.**, may now, or any time while I own or I am renting, conduct a verification of my current and previous tenant history, current and previous employment, credit history, contact personal references, and to receive any criminal history information pertaining to me which may be in the files of any Federal, State, or Local criminal justice agency, and to verify any other information deemed necessary to fulfill the Owner/Tenant requirements. The results of this verification process will be used to determine Owner/Tenant eligibility under **Allied Property Management Group, Inc.**, tenant policies.

I/We authorize **Active Screening** and any of its agents, to disclose orally and in writing the results of this verification process to the designated authorized representative **Allied Property Management Group, Inc.** These reports may contain information about your character, general reputation, personal characteristics and mode of living, whichever are applicable. They may involve personal interviews with sources such as your neighbors, friends or associates. The reports may also contain information about you relating to your criminal history, credit history, driving and/or motor vehicle records, education or employment history, or other background checks.

I/We have read and understand this release and consent, and I authorize the background verification. I authorize persons, schools, current and former employers, current and former landlords and other organizations and Agencies to provide **Active Screening** with all information that may be requested. I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that any copy of this document is as valid as the original. You have the right, upon written request made within a reasonable time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report prepared by contacting the Company and Active Screening 14499 N. Dale Mabry Hwy., Suite 201 South, Tampa, FL 33618; Phone: 1-800-319-5580. For information about Active Screening's privacy practices, see www.activescreening.com.

ACKNOWLEDGEMENT AND AUTHORIZATION

By signing below, I hereby authorize the obtaining of consumer reports and/or investigative consumer reports by the Company at any time after receipt of this authorization.

Applicant Signature: _____ Date: _____

Print Name: _____ Last Four Digits of SSN: _____ If No US SS# fill out below:

FOREIGN CITY/PROVIDENCE/COUNTRY OF BIRTH: _____ PASSPORT # _____

Co- Applicant Signature: _____ Date: _____

Print Name: _____ Last Four Digits of SSN: _____ If No US SS# fill out below:

FOREIGN CITY/PROVIDENCE/COUNTRY OF BIRTH: _____ PASSPORT # _____

Co- Applicant Signature: _____ Date: _____

Print Name: _____ Last Four Digits of SSN: _____ If No US SS# fill out below:

FOREIGN CITY/PROVIDENCE/COUNTRY OF BIRTH: _____ PASSPORT # _____

Colonial Condominium Association, Inc.

c/o Allied Property Management Group, Inc.
1711 Worthington Rd. Ste 103
West Palm Beach, FL 33409

PET REGISTRATION FORM

Address: _____ Owner Name: _____

Pet Type: _____ Breed: _____ Weight: _____ Color: _____

Veterinarian: Name and phone #: _____

YOU MUST PROVIDE A RECORD OF YOUR PETS CURRENT VET RECORDS

Rules & Regulations:

- 1) NO Dogs are allowed for renters **ONLY Owner-occupied units are permitted to have a dog.** Owners, please refer to your Condo Documents for further information on dogs. For dogs of Unit Owners; When outdoors, keep your pets on a leash at **ALL TIMES.** Pets are **NOT Permitted** in the pool area at any time! **Incessant barking dogs are not acceptable.** Please respect your neighbors by adhering to this. **Please do not allow your dogs to urinate in common areas. (i.e.: Parking Lots, Walkways, Stairwells, or the bushes lining these areas. Please pick up after your dogs.**
- 2) Pets must be less than 45 pounds. No more than (2) pets allowed, No Aggressive Breeds.
- 3) All pets must be registered and approved by the Association.
- 4) Proof of all required vaccinations must be provided. Current rabies tag # _____
- 5) Proof of updated Shots will be required annually.
- 6) Current photograph of your pet must be provided.
- 7) Owner(s) agree to abide by pet regulations established by the Governing Documents.
- 8) No pet shall be tied out of the exterior of the unit or left unattended on the patio or common area.
- 9) No pet shall be permitted outside except on a leash not to exceed 6 ft on Colonial Condominium property.
- 10) All pets must be cleaned up after, regardless of the size of the feces or location where deposited. Urination and feces in the courtyard or any Colonial Condominium property is prohibited. If your animal has an accident, wash down the urine with water and pickup feces immediately. Continued issues will result in a violation which may result in eviction.
- 11) Disapproved pets/animals shall not be allowed to re-enter the property or the premises. Any stray cats on property will be trapped and taken away.
- 12) You must notify your property manager in writing of all deaths & new arrival of pets.

I have read and agree to the rules and regulations regarding pets. I agree to provide the Association with copies of the vaccination papers by a veterinarian, along with a photo and agree to follow the above states rules.

Signature of Pet Owner: _____ Date: _____ Co-Pet Owner: _____ Date: _____

Colonial Condominium Association 2022 Rules & Regulations

Monthly Fees: (OWNERS ONLY)

Maintenance payments are due on the *first of each month*. A late charge of \$25.00 will be assessed if payment is received after the 10th of each month.

If payment is not received before 30 days, a 1.5% interest charge will also be assessed.

Payments are to be sent to:

**Alliance Association Bank
PO BOX 621736
Orlando, FL 32862-1736**

Payments must be made with a check or money order, no cash.

Payable to: **Colonial Condo. Assoc., Inc.** (Place your unit # on your payment)

Dear Owners and Renters at the Colonial Condominium:

The members of the Colonial Condo Association would like to welcome you to the building. Please take a moment to review our building's Policies and Procedures. We want this to be an enjoyable place to live for everyone, so please, adhere to these policies at all times.

Occupant:

No more than two (2) people may occupy a one (1) bedroom apartment. Only four (4) people may occupy a two (2) bedroom apartment.

All owners/renters and/or guest must abide by the rules and regulations. Their lease and/or stay will be terminated if any rule and/or regulation(s) are broken. The unit owner will be responsible for all legal and other costs incurred by Colonial Condominium Association.

Children:

Children must be under adult supervision at all times. The courtyard is not a playground. Parents are liable to the Colonial Condominium Association for all damages by their children or children visiting their home. **No Day Care or After School Care may be operated on the premises. The State and City will be contacted, you could be arrested and evicted as well as a fine levied**

Common Grounds:

No mopeds or motorcycles allowed except for in the parking spaces of the owned/rented unit. All bicycles must be kept inside the owner's apartment; never on walkways or in courtyard.

No playing on walkway steps or leaning on railing as this is unsafe. The landscaping shall remain untouched and unmolested. The Colonial Condominium Association shall determine where and what is planted. No plants, chairs, ash trays are to be kept outside on the walkways (take them in once you are done) as this is a Fire Ordinance. **The unit owner will be responsible for their guest, tenants and children as well as fines for damages to the property**

Barbecues:

All barbecuing must be done only in the barbecue area. Private grills may be used in compliance with the Fort Lauderdale Fire Regulations in the patio area but must be removed immediately after cooled down. Any grill in the patio area will be disposed of without notice. All charcoal must be kept in apartment as well as fluid. Charcoal must be cooled and disposed of in the dumpster not on the

grounds. **Failure to comply will lead to fineto the unit owner. Keep this area clean!**
The use of grills or hibachis is not allowed inside the unit or outside on the balcony or walkways.

Garbage & Refuse:

Disposal only between 7 AM and 11 PM in tied plastic bags. Garbage must be placed inside the dumpster, not outside your door or next to dumpster. Ask for help if you can't comply. Do not leave your garbage in courtyard receptacles or outside your door.

Do not leave furniture, mattresses, carpeting, construction debris, appliances or other large items in or around dumpster. A \$500.00 fine will be levied against violators. All boxes must be broken down so as to have room for everyone's use. Close lids. Please use recycle containers, one is for newspaper and the other is for glass and plastic.

DO NOT leave garbage outside your front door!!

Pool:

The pool is reserved for residents and invited guest only. **Maximum 3 guest at pool per owner.** No swimming after 9PM. No screaming, loud talking, loud music, or glassware in pool area. **No jumping from second floor walkways.** A \$500.00 fine will be levied against the unit owner as well as an eviction of any tenants. Toys and towels may not be left on fence or outside unit or it will be immediately discarded. **Individuals under sixteen (16) years of age must be accompanied by a responsible adult. One (1) adult must be in the pool area for every two (2) children (under the age of 16) in the pool. Limit of six (6) bathers in pool at a time. Pool area must be kept clean. Pool furniture is to remain on the pool deck at all times.**

Smokers:

Cigarette Butts are to be disposed of properly. DO NOT LITER. DO NOT THROW CIGARETTE BUTTS ON THE PROPERTY!

Laundry:

Laundry machines are for the use of Residents Only. Use of laundry room facilities must be between the hours of 8:00 AM to 9:00 PM at which everything in washers and dryers must be removed or will be discarded. No dyeing clothes. Remove lint and wipe down machines after each use.

Don't overload machines or use too much soap. Be considerate of other residents and remove clothes from washers and dryers as soon as they are finished. **No laundry shall be hung to dry anywhere on the property.**

PLEASE TURN OFF THE LIGHT IN THE LAUNDRY ROOM WHEN YOU ARE NOT IN IT!

Parking:

You do not have a right to a permanent guest spot, they are on a first come basis.

Any vehicle left in a guest parking space for over 24 hours will be towed at owner's expense. It shall be a violation to keep, store or otherwise have on the condominium property any vehicle that is unable to operate under its own power, is unable to be driven for any reason, has any number of flat or missing tires or no current license tag. Any such vehicle on condominium property for excess of 48 hours shall be removed at the owners' expense. All cars must face in (this is a city ordinance). One vehicle per parking space unless they are 2 motorcycles. Any vehicle parked without the permission of resident in said resident's assigned parking space will be towed immediately at resident's request for tow.

No Commercial vehicles or vehicles with lettering are to be kept on premises. **Will And Do Tow.** All shopping carts must be returned to the store as soon as finished. \$500.00 fine for failure to do so.

Unit Remodels:

Second floor units must put down an effective sound barrier when replacing flooring. All remodeling must be done only between the hours of 8:00 AM and 9:00 PM. All major remodeling must be done with a licensed contractor with the appropriate permits obtained (as necessary) and approval from the board.

Pets:

No dog or cats allowed over twenty-five (25) pounds.

All pet defecation, etc. must occur off condo premises and be properly disposed of (Pooper Scooper) no matter where it is. All pets must be under the control of a leash when outside the unit. All pets must be registered, have all shot and tags, and be approved by the Board. No more than two (2) pets per unit. No feeding pets outside unit.

No feeding of stray cats, wildlife, or other animals. Food left on the ground, walkways, or on the property attract rodents, ants, and other unwanted insects.

Noise:

Exhibit "E" to prospectus (Rules and Regulations) No nuisance shall be allowed upon the Colonial Condominium Association Property, nor any practice that is the source of annoyance to residents or which interferes with the Peaceful Possession & proper use of the property by its residents.

1- Eviction is the Associations' remedy and the Association will recover all its expenses incurred from the owner and/or tenants/guest(s) creating the nuisance.

2-The Board has the right and gives the Fort Lauderdale Police the right and permission to remove anyone and all who create a disturbance that in any way disrupts the harmony of the Colonial Condominium Association property, be the owner, resident, tenant or guest. Said person will not be allowed back on the property and forfeits his/her right and will be considered a trespasser per signs at all entrances.

3-No events shall continue outside unit after 10PM weekday and 11PM weekend.

4-Barking dogs are subject to a warrant issued by the Fort Lauderdale Police Department.

Pest Control:

A technician from a pest control company sprays the perimeter of the outside building and treats the inside individual units for pests. This is a monthly pest control service provided by Colonial Condominium Association.

Plumbing & A/C:

Do NOT use ANY TYPE of drain cleaners at anytime in the plumbing system. Drano and other such products are not good for the system. Please make sure your toilet is operating properly and not running excessively. Water is Expensive!

Renters and Owners are responsible for replacing their own A/C filters. This should be done every 2-months. This will allow the A/C unit to do it's job easier and therefore uses less electricity and saves everyone money.

Moving In/Out:

NO MOVING IN OR OUT OF A UNIT OR BUILDING THROUGH THE FRONT LOBBY!!

Our marble floor will get damaged further! Only foot traffic through the lobby and please, NO OPEN liquids that can spill in the lobby as it can stain and damage the marble. When moving in or out of a unit **PLEASE USE THE BACK STAIRCASE ONLY**. Inform movers of this **PRIOR** to their arrival.

Complaints:

All complaints or requisition of information must be issued in writing. You must sign your name and give unit number. Verbal communications carry no credibility. All communication must be sent to:

Colonial Condominium Association
C/O: Allied Property Management Group, Inc
1711 Worthington Rd. Ste 103
West Palm Beach, FL 33409

Please sign and date the next page confirming that you have read and understand the Rules and Regulations as approved by the Board of Directors.

By signing below, I confirm that I have received a copy of the Rules and Regulations as approved by the Board of Directors. I also confirm that I have read the above Rules and Regulations and understand them.

Unit # _____

Owner _____ Co-Owner _____

Tenant _____ Tenant (2) _____

Date: _____ Signature of Condo Board Member: _____

Colonial Condominium Association, Inc.

c/o Allied Property Management Group, Inc.
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West Palm Beach, FL 33409

RULES & REGULATIONS: BIKES~MOPEDS~SCOOTERS

Bikes and electric bikes only may park inside the courtyard at the bike racks. They are not to be laid on the ground, locked to the railing or left outside of your unit so as to become an eyesore to Colonial Condominium Association. If so, you will be asked to keep it in your apartment.

Electric bikes when started or turned off, must be done outside of Colonial Condominium Association property to prevent a noise disturbance to others. You must walk it in and out of the gates.

No riding within the grounds of Colonial Condominium Association. No one, child or adult, may ride bikes, trikes, skateboards, hoverboards, rollerblades or any other type of device on Colonial Condominium Association grounds.

Scooters/mopeds may be parked **only in your designated parking spot in front of your car** (never in a guest spot) providing it fits behind the cement curb bumper and does not block the walkway. However, your car cannot extend out of your parking spot to create a disturbance to the walkway. Discretion is up to the board as to whether you are parked appropriately within your space. Gas scooters/mopeds may not be kept in the units.

If the bike or electric bike is not in good running condition or not actively being used, it is at the discretion of the board to have it removed. NO JALOPIES.

Park at your own risk whether by use of the bike racks or parking in front of your car. Colonial Condominium Association is not responsible for theft or damage. You waive your right to any claims against Colonial Condominium Association by using the bike racks or parking in front of your car.

COLONIAL CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

I/We have read, understand and agree to abide by these rules. This document must be filled out and in your records to have the privilege to park at the bike racks.

OWNER NAME (print only) Unit # Date

OWNER (1) SIGNATURE OWNER (2) SIGNATURE

TENANT (1) SIGNATURE TENANT (2) SIGNATURE

EXHIBIT "E"
TO PROSPECTUS
RULES AND REGULATIONS

RULES AND REGULATIONS

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall **be** in accordance with the following provisions:

1. Occupancy. Each Residential Unit shall be used as a single-family residence only, except as otherwise herein expressly provided. **A** Residential Unit owned by an individual, corporation, partnership, trust or other fiduciary **may** only be occupied by the following persons, and such persons' **families**, provided that the **Unit** Owner or other permitted occupant must reside with his/her family; (i) **the** individual **Unit** Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such trust, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) **a** partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one **family** reside in **a** Unit at one time. In **no** event **shall** occupancy, (except for temporary occupancy by visiting guests) exceed three (**3**) persons for each Unit, including convertible portions of any Units. The term "temporary occupancy" as used herein shall **mean** occupancy of the Unit not to exceed thirty (30) consecutive days. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Subsection shall not be applicable to Units used by the Developer for model apartments, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, or a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than thirty (30) consecutive days without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and **shall be subject** to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section and the Board of Directors of the Association shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

2. Children. Children shall be permitted to reside in Units, subject to the provisions of Subsection 1 above.

3. Pets. Each Unit Owner (regardless of the number of Owners). may maintain household pets in a Unit, provided said pets are less than 45 pounds in weight, and are not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. Each Owner may not have more than 2 cats or dogs. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, including but not limited to pit bulls, rottweilers, chows, etc. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may' not be kept in the Common Element or in a Limited Common Element, not be walked through or kept in the lobby, or other public areas of the Condominium. No pets shall be allowed at any pool or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of section 18 hereof, violation of the provisions of this Subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

4. Alterations. Without limiting the generality of Subsection 9.1 of the Declaration, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, satellite dish or antenna, machinery, pools, whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any exterior portion of the Building. Without limiting the generality of the Declaration, no Unit Owner shall cause or allow mechanical, electrical or structural alterations, improvements or changes to the interior of any Unit without submitting professional sealed and prepared plans to the Association and without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 of the Declaration).

5. Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities from which they are reasonably suited and which are incident to the use and occupancy of Units.

6. Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

7. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof (and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed: Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere

herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection.

8. Leases. No portion of a residential Unit (other than an entire Residential Unit) may be rented. The Association must approve all lease applications and leases. The Unit Owner shall pay all applicable taxes associated with the appropriate local or state authority and shall obtain any landlord permit that may be required by the city or county having jurisdiction of such matters. The Association shall have the right to require security deposit, a lease approval fee and that a substantially uniform form of lease be used, and copies of all Leases shall be provided to the Association. The lease or rental shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner shall have the right to use that facilities and Common Elements to the exclusion of the other party. Regardless of weather or not expressed in the applicable lease, any and all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (weather or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the by-laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a residential Unit. This Subsection shall also apply to subleases and assignments and renewals of leases of a Residential Unit. For the purposes of this Subsection, a corporate Unit Owner may allow its officers, directors, designees, and employees to use the Unit without it constituting a lease; provided, however, that corporate ownership may not be used in circumvent the rules and regulations covering the leasing of Units in the Condominium. This Subsection 17.8 may be amended only by the affirmative vote of seventy-five (75%) percent of all Unit Owners. This Subsection 17.8 shall not apply to the mortgages of Units and may not be enforced against the mortgagees of Units.

9. Exterior Improvements; Landscaping. Without limiting the generality of Subsections 9.1 of the Declaration or Subsection 4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside the Unit, other than potted plants.

Roof coverings or awnings, other than those supplied and approved by the Board, the by screening, or otherwise of, lanais, terraces or porches or patios is prohibited. No articles except suitable furniture, plants and planters shall be placed on, terraces, lanais, patios or similar areas. No objects shall be hung from, terraces, or lanais. No cloth, clothing, laundry, rugs, mops or other article(s), shall be hung upon, or shall be hung from doors, windows, terraces, lanais or exterior walls. No unit owner may alter the configurations of

such terraces, lanais, or hang plants, draperies, screens or other items therefrom, other than suitable potted plants.

Notwithstanding anything to the contrary contained herein or in the Association rules, any Unit Owner may display one portable, removable United States Flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day may display, in a respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet.

10. Use of Flammables. No flammable, combustible or explosive fluids, chemicals or other substances or propane tanks may be kept in any Residential Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices *which* emit smoke or dust shall be allowed on any terrace or lanais unit approved by Broward County.

11. NO Severance of Ownership. No part of the Common Elements may be sold, conveyed, or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

12. General Instructions on Unit Owner Modifications.

12.1 Any change made to the exterior of any Unit must be approved by the Association.

12.2 Unless otherwise approved by the Association, no Unit Owner may:

1. Change any color of the front door on a Unit.
2. Add a front screen door to any unit.
3. Change any exterior lighting fixtures.
4. Change exterior patio color or texture.
5. Install a front "porch" decoration (except for seasonal decorations).
6. Install front "porch" fencing or gating.
7. Install flower bed fencing.
8. Install any exterior wire or penetrate the exterior of the Unit or thereof for any reason.
9. Penetrate the firewall between Units.
10. Change any exterior door or exterior door locks unless they are the same type and color as the existing doors and locks.
11. Install a front door screen.

12.3 Unit Owner shall modify or relocate air conditioning condensing Units nor install window air conditioners or window fans.

12.4 No satellite dish equipment or antenna equipment may be attached to a Unit. At the sole and absolute discretion of the Developer, free standing satellite dishes of 18 inches or less may be placed on the building only and must be installed by a licensed contractor.

All dish locations, sizes, and colors, and method of installation shall be approved by the Developer.

13. Effect on Developer: Association. The restrictions and limitations set forth in these Regulations, ~~except~~ Subsections 1, 2, 3. shall not apply to the Developer nor to Units owned by or leased to the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in these Regulations for good cause shown.

14. Sales. So long as the Developer owns one or more Unit(s) for sale in the ordinary course of business, all Unit Owners are strictly prohibited from selling, or advertising for sale, any Unit.

APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS.