

ETON House Condominium Association, Inc.

PURCHASE/RENTAL INFORMATION INSTRUCTIONS:

This application is subject to approval. Please complete and submit with all required documentation to:

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

Please note: applications must be turned in complete. All must check / initial next to each item below to ensure you are submitting all required documentation prior to mailing or dropping off.

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

- _____ A non-refundable application fee in the form of money order or cashier's check in the amount of \$150.00 (per applicant, 18 years of age or older) made payable to: **ALLIED PROPERTY MANAGEMENT GROUP, INC.** Married couples eligible to only \$150.00 fee (marriage certificate may be requested).

- **Please note:** An additional hundred (\$250.00 total - made payable to: ALLIED PROPERTY MANAGEMENT GROUP, INC) is required per applicant if of Foreign nationality and holds no U.S. Social Security Number.

- _____ Legible copy of each applicant's valid DL or government issued picture ID.
- _____ Legible copies of all vehicle registrations that will be parked in the community.
- _____ Signed APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION form.
- _____ Executed copy of the Purchase Agreement or Signed Lease Agreement.
- _____ Acknowledgment of Service Animal Requirements, Unit Owner Agreement, and Rules & Regulations.
- _____ Intial Every Page

* **PLEASE do not schedule closing or occupy until you have been approved by the board and issued a certificate. The board has up to thirty (30) days to make the decision.**

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

Applicant(s) Email: _____ Email: _____

Agent(s) Email: _____ Email: _____



PROPERTY ADDRESS: _____

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: _____ Income: _____

Address: _____ Supervisor: _____

Previous Employer: _____ Ph: _____ Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

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: _____ Income: _____

Address: _____ Supervisor: _____

Previous Employer: _____ Ph: _____ Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

OTHER OCCUPANTS THAT WILL RESIDE WITH YOU

<i>Name</i>	<i>DOB</i>	<i>Relationship</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pets

Type: _____ Breed: _____ Weight: _____ Age: _____
 Type: _____ Breed: _____ Weight: _____ Age: _____

Vehicles to be Parked at Residence

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

References (Not Related)

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

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

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.

I (we) understand that should the landlord enter into a lease with me (us), and I have provided false information on this application, I (we) will be subject to having my (our) lease terminated at the landlord's option, and have my (our) full security deposit forfeited as compensation for damages.

Notice: Unless agreed otherwise in writing, the Property remains on the market until a lease is signed and Landlord may continue to show the Property to other prospective tenants and accept another offer.

_____ Signature of Applicant	_____ Signature of Applicant
_____ Date Signed	_____ Date Signed



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 # _____

**ETON HOUSE CONDOMINIUM
SERVICE & EMOTIONAL REQUIREMENTS**

Service Animals and Emotional Support Animals (hereafter ESA's), come with a completely different set of rules and the federal Americans with Disabilities Act is working to ensure that the differences between Service Animals and ESA's are clear and controlled.

The State of Florida now places limitations, as set forth below, that limit internet approvals for ESA's. The new Florida statutes are more specific and direct as to what Condo Associations may require from those who request an ESA as a reasonable accommodation. The Eton Board of Directors wants to protect the rights of those residents who require such assistance and all other residents as well.

Accordingly, effective July 1, 2020, new state laws in Florida define an ESA as one that does not require training to do work, perform tasks, provide assistance or provide emotional support that by virtue of its presence alleviates symptoms or the effects of a person's disability. Also under the new statutes, if a person's disability is not readily apparent, a Condo Association Board may request reliable information that reasonably supports that the person requesting the use of an ESA has a disability, through specified supporting documentation.

The requisite supporting documentation for an ESA includes: a determination of disability from a government agency; receipt of disability benefits or services from a government agency; proof of eligibility for housing assistance due to a disability; or information from a health care provider, but with the new requirement that if such health care provider is not physically located within Florida, the provider must have provided in-person care or services on at least one occasion to the person requesting an accommodation to have an ESA. Supporting information from a health care provider is reliable if the provider has personal knowledge of the person's disability and is acting within the scope of his or her health care practice.

A Condo Association Board is now authorized to request reliable supporting information that may include identifying the specific assistance or emotional support provided by the specific ESA, as well as other information from any other source that the Association reasonably determines to be reliable.

If a person is requesting more than one ESA, the Condo Association Board may request information regarding the specific need for each ESA requested. Proof of compliance with state and local requirements for licensing and vaccination of each ESA may also be required.

INITIALS_____

Florida statutes specifically set forth that a Condo Association Board may deny a reasonable accommodation request for an ESA where the ESA poses a direct threat to the safety or health of others, or poses a direct threat of physical damage to the property of others, and this cannot be reduced or eliminated by another reasonable accommodation.

A Condo Association Board may not request information that discloses the diagnosis or severity of a person's disability or any medical records relating to that disability.

More specifically, the new statutes permit a Condo Association Board to see documents from health care providers and sets forth a standard for such information: "Information from a health care practitioner, as defined in s. 456.001, a telehealth provider, as defined in s. 456.47; or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state but only if such out of state practitioner or provider has personal knowledge of the person's disability and is acting within the scope of his or her practice to provide the supporting information."

The changes that now apply create cause for verification to be provided to a Condo Association Board in the following manner: Proof of the need for an ESA must be supplied to the Board to keep on file. If your health care provider is not physically located within Florida, the health care provider must confirm that he or she has seen you in person, specifically to address the need for the requested ESA. The goal of the Association is to provide a uniform set of standards for residents with either type of animal and to ensure that the Board has been provided the State-required information pertaining to the specific situation. This will ensure that Service Animals and Emotional Support Animals will only be in areas of Quail Hollow that are specific to the type of animal requested.

To be permitted to have either (or both) a Service Animal or an Emotional Support Animal in Eton House Condominium, you are required to include supporting documentation for each animal requested to Allied Property Management with this application.

I do not have an ESA or service animal. _____

Printed Name

_____ / / _____

Signature

Date

INITIALS _____

ETON HOUSE CONDOMINIUM ASSOCIATION, INC.
GENERAL RULES

- NO TRUCKS OR GUESTS WITH TRUCKS OR COMMERCIAL VEHICLES ARE ALLOWED FOR OVERNIGHT PARKING
- NO DOGS OR GUESTS WITH DOGS
- ONLY INDOOR CATS ARE ALLOWED
- NO RUGS, TOWELS, OR ARTICLES OF CLOTHING ARE TO BE HUNG ON THE RAILINGS
- ONLY ONE PARKING SPOT PER UNIT. GUESTS MUST USE GUEST SPACES OR STREET
- NO SUB-LEASING
- LAUNDRY AND POOL KEYS ARE SUPPLIED BY THE OWNER \$25.00 REPLACEMENT FEE
- CLEAN LAUNDRY ROOM AFTER EACH USE
- CLEAN LINT SCREEN AFTER EACH USE
- NO LARGE HOUSEHOLD ITEMS CAN BE PLACED IN THE DUMPSTER
- CONTACT CITY AGENCIES TO DISPOSE OF LARGE ITEMS
- ALL TRASH MUST BE IN A CLOSED CONTAINER (PLASTIC BAGS)
- BOXES MUST BE FLATTENED AND PLACED IN THE APPROPRIATE RECYCLE CONTAINER
- DO NOT FEED ANIMALS OF ANY KIND
- DO NOT STORE ANY PROPERTY BEHIND THE BUILDING IT WILL BE DISCARDED
- THERE IS NO SMOKING AT THE POOL OR IN THE POOL AREA
- THE POOL GATE MUST BE CLOSED AT ALL TIMES
- REPLACE POOL FURNITURE WHEN DONE AND WIPE EXCESS OILS OR CREAMS OFF THE FURNITURE
- DO NOT LEAVE FLOATS IN THE POOL OR POOL AREA AND CLOSE UMBRELLAS
- THE BBQ MUST BE CLEANED AFTER EACH USE
- NO LOUD NOISES, TV, OR MUSIC OR ACTIVITIES SHALL BE CREATED AS TO DISTURB THE QUIET ENJOYMENT OF THE RESIDENTS AND CREATE A NUISANCE
- NO MORE THAN FOUR RESIDENTS SHALL OCCUPY A UNIT
- STORAGE UNITS ARE ALLOCATED TO OWNERS RESIDING FULL TIME ON THE PREMISES. AS MORE NEW PERMANENT RESIDENTS ARRIVE THE SPACES WILL BE SHARED AS APPLICABLE. RENTERS ARE NOT ENTITLED TO STORAGE SPACE.
- NO MORE THAN (4) FOUR PEOPLE CAN OCCUPY THE RESIDENCE
- UNIT OWNERS WILL BE WARNED ABOUT VIOLATIONS AS REPORTED. ONCE WARNED IF NOT CORRECTED THE BOARD WILL HAVE THE AUTHORITY TO REMOVE OR HAVE REMOVED THE ITEMS CITED. IF THERE IS AN EXPENSE INVOLVED THE EXPENSE WILL BE PAID BY THE UNIT OWNER. IF NOT PAID THE A LIEN WILL BE PLACED ON THE PROPERTY. IF AN OWNER'S TENANT VIOLATES THE RULES THE OWNER WILL BE RESPONSIBLE AND IF AN EXPENSE IS LEVIED AND NOT PAID THE OWNER WILL FORFEIT THE RIGHT TO RENT

INITIALS_____

ETON HOUSE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

1. PARKING/MOTOR VEHICLES:

- a. Motor vehicles shall not be parked or placed in any area other than in the designated parking areas. Parking is permitted on designated paved or posted parking areas only.
- b. Parking spaces may be assigned by the Board of Directors.
- c. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours. All vehicles must bear a valid, current license tag. .
- d. Damage done to the common areas, including but not limited to the pavement as a result of oil leaks, etc., shall be the responsibility of the owner and the lessee of the unit to which the damage is attributable.
- e. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. The Association shall be authorized to bar from Eton House any motor vehicle that operates so as to disturb others.
- f. Motor vehicle horns shall not be blown in the parking areas for any reason except to avoid an immediately threatened vehicle or pedestrian accident. Motor vehicle horns are not to be blown for the purpose of alerting another of arrival or to otherwise signal another. Upon arrival all owners and guests are expected to respect the rights of others and rather than signal using a horn, owners, guests and invitees are expected to park their motor vehicle and knock on the door of the residence being visited.
- g. Vehicles shall be parked within the lines of each space so that others will have sufficient space to enter and depart.
- h. An owner may give permission to a resident to park in their spot, as long as the permission is given in writing (email is acceptable) to the board.
- i. The bi-directional driveway along the south side of the condominium complex and on the north side of the parking spaces, is to be used for entry and departure of vehicles. This area is also designated as a Fire Lane and is a tow-away zone. This zone may be used for temporary loading and unloading by service vehicles or for pickup and delivery of passengers. Loading and unloading private vehicles in front of a unit, or the stairs, for not longer than 30 minutes is acceptable
- j. There shall be no assembling or disassembling or repair of motor vehicles within Eton House, except for ordinary maintenance such as the changing of a tire or battery and adding wiper or window washer fluid. For the purposes of this rule, ordinary maintenance. does not include the changing of oil, lubricants, or any other fluids of a motor vehicle. (See Rule regarding hazardous waste removal)
- k. The speed limit shall be five (5) miles per hour or less when entering or leaving the parking area.
- l. Each unit shall have the exclusive right to use their one numbered parking space.
- m. Parking in another assigned space, in fire lanes, or on any unpaved area

- will result in the offending vehicle being towed away, or booted, at the owner's expense, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants, Conditions and Restrictions of Eton House.
- n. If a unit has only one resident, then the resident of that unit shall only be allowed to park in their one assigned space, and not ever in a guest space.
 - o. No unit shall ever occupy more than their 1 assigned space + 1 guest space.
 - p. Residents must park in their assigned space first, and only use a guest space if their assigned space is already taken.
 - q. If a resident is parked in their assigned space, and in a guest space, and the assigned space becomes available, then the resident must move their vehicle from the guest space to the assigned space, within 30 minutes of the guest space becoming available.
 - r. No resident's vehicle parked in a guest space is allowed to be in that guest space continuously for more than 3 days.
 - s. If the vehicle is parked in the guest space for 3 days, and then is moved to be compliant with the rules, then it must not return to the same guest space for at least 1 day.

2. RECREATIONAL FACILITIES AND DOCK:

- a. Recreational facilities will be used in such a manner as to respect the rights of others, and the directors may regulate duration of use, set hours of opening and dosing, and schedule use of the facilities.
- b. The dock area is solely for the use and benefit of the owners or tenants who are then residing at Eton House Condominium, and their guests, when accompanied by a residing owner or tenant. The use of said recreational facilities shall be at the risk of those using such facilities, and not that of the Association. Boats and other watercraft are permitted to tie up to the dock, temporarily, for no longer than 30 minutes per occasion, for the purpose of loading or unloading people and supplies. No boat or other watercraft shall remain at the dock during these temporary periods, without a responsible adult at the docks. Only boats or other watercraft owned or leased by an owner or approved tenant shall be authorized to come and go from the Association's dock without the express written approval of the Board in advance of any such event. Notwithstanding the foregoing, no boat shall be docked in such a manner as access to any other portion of the dock is substantially impaired, even for short periods. Board of Directors is authorized to remove any boat in violation of these rules.
- c. The dock shall be used in a manner which does not interfere with the rights of others.
- d. All boats using the dock must be registered to a unit owner or tenant then residing at Eton House. No more than one (1) boat such boat per unit may use the dock at any one time.

3. LAUNDRY ROOM AND STORAGE:

- a. All persons using the Laundry Room shall leave all the equipment clean and ready for use by the next resident. This requirement shall include the wiping off of all water and soap splatters from the washers and dryers and the emptying of the lint traps in the dryers after use, if used. No laundry shall be left in the Laundry Room overnight.
- b. Storage units are allocated to owners residing full time on the premises. As more new permanent residents arrive the spaces will be shared as applicable. Renters are not entitled to storage space.

4. POOL AND SWIMMING AREA:

- a. All persons using the pool do so at their own risk. Neither the Unit owners nor the Association shall be responsible for accidents or injuries.
- b. Removal of all suntan lotions and oils is required before entering the pool. A shower is provided on the pool deck for this purpose. If using suntan lotions or oils be sure to place a towel on chairs before laying or sitting on them.
- c. No child under the age of 16 years is allowed in the pool unless supervised by an adult, which supervising adult must remain in the pool area at all times while the child is present in the pool area. Any child using the pool must be completely toilet trained, and may not wear diapers in the pool.
- d. Neither glass containers nor other breakable items are permitted on the deck area or in the pool.
- e. Scuba diving gear is not permitted in the pool. Only battery powered radios and televisions are permitted in the pool area, and only when used with headsets or earphones.
- f. Persons with infectious health conditions or open skin abrasions are not permitted in the pool.
- g. Refuse, including that from ash trays for cigarettes, cigars, etc., must be removed from the pool area upon leaving.
- h. Pool chairs are provided on a first come, first served basis and may not be reserved. Chairs and tables may not be placed closer than 4' to the pool edge.
- i. There shall be no more than eight (8) persons in the pool at any time.
- j. Please no sitting or placing feet on tables.
- k. Towels should be draped on pool chairs and lounges as protection from infection or sun tan oil.
- l. There shall be no cooking in or around the pool area.

- m. No floats, tire tubes, surfboards, beach balls or other such objects shall be used in the pool. These objects constitute a hazard to other residents.
- n. Guests must be accompanied by a Unit owner or resident. The pool is strictly for use by Unit owners, residents and their guests.
- o. There is no smoking at the pool or in the pool area
- p. The pool gate must be closed at all times
- q. Replace pool furniture when done and wipe excess oils or creams off the furniture
- r. Do not leave floats in the pool or pool area and close umbrellas
- s. The bbq must be cleaned after each use

5. PETS

- a. Only indoor cats are allowed. No dogs or guests with dogs. No other pets are permitted.
- b. Feeding wild animals, or stray pets is prohibited. Residents shall not, in any manner, including but not limited to petting them or allowing them to enter an apartment or permitting them to occupy their vehicles, encourage stray pets to remain on or about Association property.

6. LEASING

- a. **Definition.** "Leasing", for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- b. **Notice/Information Required.** Any Unit Owner intending to make a bona fide lease of his Unit shall give to the Association written notice of such intention, together with the required fee which shall not exceed the statutory limit, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.
- c. Leasing Provisions.
- i. **General.** Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent

of the Board or its authorized representative. No unit may be leased more than two (2) times per calendar year. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations.

- ii. **Compliance with Declaration, By Laws, and Rules and Regulations.** The Board may establish a Lease Review Committee, and/or appoint an agent for the purpose of providing lease/prospective tenant and/or occupant screening and review, which committee or appointee shall, use its best efforts to complete the process within five (5) days (but no later than the time permitted by the Declaration) after receipt of the fully completed application, lease and lease addendum, and application fee, make a decision to accept or reject the proposed tenancy. Approval or disapproval of a prospective lessee shall be based upon the criteria set forth herein, or such other criteria as the Board may from time to time approve, including a personal interview. The agent or committee shall have at least five (5) days advance notice prior to setting an interview. The decision of the Board shall be communicated to the lessor/owner in writing. The time used by the postal service to deliver the decision will be in addition to the number of days for the review required above. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Prospective lessees shall execute an acknowledgment that they have reviewed, understand and will abide by the governing documents of the Association.
- iii. **Owners and Lessees Responsible.** Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Units and assignments of leases.
- iv. Laundry and pool keys are supplied by the owner. \$25.00 replacement fee.
- d. **Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval. Any lease/tenancy may be disapproved for failure to comply with this Article.
- e. **Time for Approval/ Disapproval.** Within thirty (30) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid thirty (30) day period and failure to do so

shall constitute approval of the lease.

- f. **Failure of Owner to Comply with These Requirements.** The failure of a unit owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation of these rules and regulations for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

7. BUILDINGS, WALKWAYS, UPSTAIRS, DOWNSTAIRS:

- a. No furniture, plants, or any other personal belongings may be stored on the first floor walkway or in the bushes or rocks dividing the walkway from the parking area unless they are approved by the board in advance.
- b. The items must be in the gravel between the walkway and the parking area. Furniture, plants and other personal belongings on the 2nd floor must also be approved by the board in advance.
- c. No items other than tables, chairs, plants and mats will be approved by the board.
- d. There shall be no open fires or barbecue grills in these areas.
- e. Any furniture or other items may be placed upstairs but shall be restricted to placement along the North wall so as not to impede access.
- f. No personal property may be placed behind the building it will be discarded
- g. No personal articles may be left on the walkway that would block the sidewalk.
- h. No rugs, towels, or articles of clothing are to be hung on the railings.
- i. When cleaning the walkways, if water is used, the walkway must be squeegeed and a caution sign must be placed until it is dried.

8. OCCUPANCY/GENERAL RULES:

- a. The number of occupants shall be limited to no more than four (4) persons residing in a unit on a permanent basis or the number permitted by law based upon the size of the unit, whichever shall be less.
- b. In addition to any other requirements in these rules or in the governing documents, the name of any person who is house sitting during an owner's temporary absence. shall be provided to the Board.
- c. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the condominium or association property that is visible from the exterior of the building or from the common elements without the prior written consent of the directors.
- d. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to unit owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the directors. Such areas will at all times be kept free of obstruction.

- e. Disposal of garbage and trash will be only by use of receptacles approved by the association. All trash must be securely bagged.
- f. The association shall retain a passkey to the units, and the unit owners shall provide the association with a new or extra key whenever locks are changed or added for the use of the association pursuant to its statutory right to access to the units. Duplication of unit owners keys to common element facilities is restricted in the interest of security. In addition to passkeys for units, if an owner or occupant is absent for more than two (2) weeks leaving a motor vehicle on the property, any such owner or occupant should leave a key for said motor vehicle with a neighbor or with a director of the Association. Such keys will be used only in the case of emergency.
- g. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be regulated to sound levels that will not disturb others. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones. Quiet hours are between 11:00 p.m. and 8:00 a.m.
- h. No nuisance shall be permitted to exist upon any property so as to be detrimental to any other unit or to its occupants. No owner or lessee or any guest or agent of an owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts, or convenience of others.
- i. Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles or otherwise disposed of in or around Eton House. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law.
- j. Do not litter any place on the common areas and limited common elements.
- k. Doors, windows and kitchen cabinetry should be closed gently so as not to disturb others.
- l. Running, heavy walking or jumping on floors or walkways is prohibited.
- m. Welcome mats, rugs and the like are not to be cleaned by being shaken, swept or flushed into any of the common areas.
- n. Welcome mats are authorized so long as the maximum size does not exceed 20" x 30".
- o. No signs of any kind shall be displayed on any part of the property or in any manner which would make it visible on or to the exterior of any unit.
- p. Residents are asked not to engage service employees of the Association in lengthy conversations or do anything else which would unduly delay

or impede their work.

The "DUMPSTER" is a contract service from the City of West Palm Beach. Residents, guests, and service providers shall not place wet garbage in plastic bags. All trash must be in a closed container (plastic bags). Boxes must be flattened and placed in the appropriate recycle container. No furniture, bedding or household appliances may be deposited in or about the dumpster or the property. No large household items can be placed in the dumpster. The resident or tenant must contract for removal of any such items.

9. HURRICANE PREPARATION: Any unit owner who plans to be absent from his unit for longer than one weekend during the hurricane season. June through December, must prepare his unit prior to his departure as follows:
 - a. Remove all furniture, potted plants and other moveable objects from his terrace; and
 - b. Designate a responsible firm or person, that is satisfactory to the Board of Directors, to care for the unit in the event the unit suffers hurricane damage. Such firm or person must obtain the approval of the Board prior to installing or removing hurricane shutters.
10. FINES: Unit owners will be warned about violations as reported. Once warned if not corrected the board will have the authority to remove or have removed the items cited. If there is an expense involved the expense will be paid by the unit owner. If not paid then a lien will be placed on the property. If an owner's tenant violates the rules the owner will be responsible and if an expense is levied and not paid the owner will forfeit the right to rent the unit until paid. In either case the owner will be responsible for attorney's fee as well.
11. Regulations governing the use of the recreational and other facilities which are posted on the condominium property, including but not limited to hours of operation, guests rules, safety and sanitary requirements shall be and are part of these rules and regulations and are enforceable as such.
12. The board of directors has the authority and discretion to make exceptions to the limitations in these regulations in individual cases and to impose conditions concerning any such exceptions.
13. The remedies available to the Association stated herein shall be in addition to any other remedies permitted under the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association. The Board of Directors shall have the power and authority to enforce the: Rules and Regulations of the Association. In any legal proceedings arising out of a violation of the Rules and Regulations, the Association shall be entitled to recover its expenses, including reasonable attorney's fees.

The Board of Directors encourages you and your guests to use the facilities of Eton House. If everyone abides by the rules, the use of our property will be more enjoyable!

THE UNIT UNTIL PAID. IN EITHER CASE THE OWNER WILL BE RESPONSIBLE FOR ATTORNEY'S FEE AS WELL.

I (we) agree that we have read and understand the rules listed above and further understand that the association can fine for violations and that the Unit owner will be responsibility to the Association for such charges and that continued violations may result in the leas being terminated in accordance with the nuisance clause in the Association documents. THESE RULES MAY BE MODIFIED AT ANY TIME.

Applicant Signature

Printed Name

Date

Applicant Signature

Printed Name

Date

Owners Signature

Printed Name

Date

INITIALS_____

Eton House Condominium Association, Inc.

The applicant(s) and unit owner(s) of unit # _____ agree that no occupancy of any part of the unit or common areas shall be made prior to the approval of the application by the Board of Directors. It is further agreed that no work shall be performed or no personal property can be placed in the unit prior to said approval.

ETON HOUSE CONDOMINIUM ASSOCIATION, INC. maintains a community of financially responsible residents. The Association has the right to reject the applicant(s) in accordance with the association documents within 21 days by written or electronic notice to the owner. It is further understood that the applicant understands and agrees that if approved, the tenant assumes all privileges, liabilities, and obligations of the unit owner as set forth in the Declaration of Covenants, Rules, By-Laws, and any other related documents pertaining to the maintenance of the common elements of the Association as they exist today and in accordance with any modifications made subsequent to the date of this application.

It is agreed that an inspection will be made by an officer or director of the common areas for damages caused by the tenant and that the unit owner will be responsible for the cost for repairs as a result of the tenant's action on the move in as well as the move out. The Association will make the repairs using its agents and the cost of such repairs will be the responsibility of the unit owner. The unit owner must notify the Association in writing when a lease will be terminated 14 days prior to the termination date.

The tenant agrees and understands that any maintenance or repairs for any item located within the unit will be directed to the unit owner and not the Association or the management company. The tenant further agrees that in accordance documents that a key will be provided to the association for entry into the unit for the purposes of extermination and to perform any emergency service that may be necessary to protect the common areas or any other unit.

I (WE) HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE FOREGOING:

_____	_____	_____
Applicant Signature	Printed Name	Date

_____	_____	_____
Applicant Signature	Printed Name	Date

_____	_____	_____
Owners Signature	Printed Name	Date

INITIALS _____

Eton House Condominium Association, Inc.

UNIT OWNER AGREEMENT

In accordance with Florida Statute 718.116 the unit owner understands and agrees to the following:

If the unit is to be occupied or is occupied by a tenant and if the owner is delinquent in paying any obligation due to the association, the association may make a written demand that the tenant pay any past, current and future monetary obligations related to the condominium unit to the association. The demand is continuing in nature and, upon demand the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit.

Applicant Signature

Printed Name

Date

Applicant Signature

Printed Name

Date

INITIALS_____

Eton House

DOCK LEASE AGREEMENT

This agreement is made and entered into this _____ day of _____, 20____ by and between Eton

House Homeowners Association and _____

Owner's Address: _____ Unit # _____

City/State/Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Slip Number _____ Boat Name: _____

State of Registration: _____ Registration #: _____

US Coast Guard Documentation # (if any): _____

Boat Length: _____ Beam: _____ Draft: _____ Make: _____

Year: _____ Power: _____

Insurance Company _____

Policy Number _____

Hurricane Plan Storage Location: _____

Emergency Contact Name: _____

Initials: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Dock Rules, Terms, and Conditions

1. Term of Lease: Each lease shall be for 3 months.
2. Cost of Lease: The lease cost is \$240 per 3-month period and shall be paid in advance of the lease period. Payments should be made at the same time as the regular Eton House quarterly dues, but with a separate check. The first lease payment may be pro-rated if the slip is taken in between quarterly due dates.

Owner/Tenant shall pay slip fee as billed and shall be in default if all sums due are not paid in accordance with the Eton House bylaws. Upon default, privileges will be terminated, and Eton House reserves the right to exercise any and all remedies allowed by law for recovery of unpaid sums for use of the dock facilities and other services, or damage caused or contributed to by the boat or Owner/Tenant to any docks or property of Eton House.
3. Ending Lease. Owner/Tenant shall notify Eton House in writing of intent to vacate the boat slip. Such notice shall be given at least 30 days prior to departure date. Failure to notify will result in charges to Owner/Tenant for the following 30 days.
4. Slip rental includes water and electricity. Water and electricity are available at the docks, however they are paid for by all Eton house residents, so excess use is not allowed. Water is provided for the purposes of occasional cleaning, filling of fresh water tanks and other low use purposes. Electricity is for the purpose of battery tending, and for the occasional use of plugged in devices for working or for temporary enjoyment.
5. Overnight stays. Liveboards and overnight stays are not permitted.
6. Assignment Priority. All slips are provided on a first come first served basis. If a slip is desired, but all are taken, then a waiting list shall be created by the dock master, and owners will be added to the list in the order that their request was received in writing.
7. Waiting list. In the event that there are no slips available, and an owner notifies the dock master that they would like a slip, the dock master will create a waiting list. The owners on the waiting list shall be listed in the order that their request was received. When a slip becomes available, the first owner on the list shall be notified that their slip is available. The owner will have 10 days from the date that they are notified, to fill out the necessary paperwork with the dock master, and begin to occupy the slip. If the first owner on the list does not take the slip, then they will be removed from the waiting list, and the second owner on the list will be notified that their slip is available, and so on, until the slip has been occupied, or until the slip has been offered to all owners on the list. A slip cannot be assigned to an owner who does not currently have a vessel, but this does not preclude an owner from getting on the waiting list before they own a vessel. The waiting list shall be sent to all residents by email when it is created, and any time it is updated with either a new person on the list, or an existing person leaving the waiting list. This maintains transparency for all residents as to who is on the waiting list and in what position.
8. Dock Master. The dock master is the person who is responsible for maintaining the waiting list, ensuring that all paperwork including insurance and hurricane plans are in place and up to date, that the agreements have been signed, and that all dock rules are being followed. The dock master role will be assigned to either a member of the board, or an Eton House owner, and assignments may be changed by the board from time to time.
9. Hurricanes, Storms, High Winds, High Seas. All vessels must be removed immediately upon issuance of a hurricane watch or a tropical storm watch for Palm Beach County by the National Weather Service. A hurricane watch is issued 48 hours before anticipated onset of tropical storm- or hurricane-force winds. A

Initials: _____

tropical storm or hurricane warning is issued 36 hours before the onset of tropical storm- or hurricane-force winds.

It is the responsibility of the Owner/Tenant, prior to evacuation time, to make arrangements for removal of the boat from Eton House docks. Eton House reserves the right to remove a vessel that is in violation of this rule when possible and charge the owner, and place a lien. The slip lessee shall provide a hurricane plan to the dock master upon first lease of a slip.

10. Owner/Tenant accepts all responsibility for their vessel and any damages to the vessel or damage caused by the vessel to another vessel and/or to dockage facilities and equipment as a result of high winds or high seas. Eton House reserves the right to exercise any and all remedies, including the placing of a lien on the owner's private dwelling to recover monies spent by Eton House to remove a vessel that is in violation of these rules, or to repair damage caused by a vessel that was in violation. Eton House reserves the right to remove a vessel that is in violation of this rule when possible and charge the owner, and place a lien.
11. Security. It is the full responsibility of the Owner/Tenant to make arrangements for the safety and security of their boat. Any boat deemed unsafe by Eton House Board of Directors may be secured by Eton House for the protection of the property or for the protection of persons or property of other tenants and guests. The Owner/Tenant shall bear the expenses of such protective action and hold harmless and indemnify Eton House from any loss as a result of the protective measures taken.
12. Ownership of vessel. Vessel title must be in the name of the person who is leasing the dock space.
13. Insurance. All BOATS must be insured prior to being at dock. Insurance must be in the owner/tenant's name, listing Eton House as additional insured on the Insurance policy. This insurance requirement is applicable to boats using the day docks as well as boats leasing a slip.
14. Day Dock slips. The North 1 and South 1 day docks are for the use of Eton House owners and tenants only. Day docks must be reserved in advance with the dock master and current proof of insurance must be provided before vessel arrives. Any vessel utilizing a day dock has a maximum stay of 2 days. If not removed after the second day owner will be subject to current penalty decided by the Eton House Board of Directors
15. Vessel size limits. Boat size limit is 31 feet overall length (includes bow sprit, swim platforms or any other permanently applied accessory) with an 11-foot beam. No vessels with an enclosed bridge or multiple levels that might further impede the view of the residents are allowed. Gross vessel maximum weight shall be 10,000lb.
16. Vessel Condition. No unsightly, dirty, or un-maintained vessels, as determined by the dock master, and the Eton House Board of Directors are allowed. All vessels must maintain a current registration and be in good working condition.
17. Dock Lines. All vessels using dock lines must always maintain the quality of the lines and replace when necessary to prevent any damage to the dock.
18. Limit of slip Ownership. Only one dock slip will be allowed per unit.
19. Repairs at Dock. The extent of boat repairs and maintenance at dockside is at the discretion of Eton House. Generally, major repairs are not permitted.
20. Non-Commercial Use. Business or professional services may not be offered from or conducted aboard boats in the Docks. Advertising signs are also prohibited except at board discretion.
21. Washing Vessels. Any washing of vessels at the docks shall be done only with biodegradable soap.
22. Guest Policy. Tenant/Owner must accompany ALL guests when using the docks.
23. No flags, banners or any other object that might impede the view of residents can be flown from the dock or vessels while at the dock or on a lift.
24. Safety:

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- a. The rules of the road and navigation laws of the United States apply to all vessels while approaching the docks
- b. The docks and slips are to be kept clear and free of debris to allow passage of other Owner/Tenants in adjacent slips.
- c. Storage containers and loose gear are not permitted on docks.
- d. Hoses and electric lines should not cross piers and should be left in appropriate coils or secured when left on the pier.
- e. Use of charcoal burners and open flame cookers on the docks is prohibited. Use of propane grills on the vessel are allowed.
- f. Owner/Tenant shall refrain from modifying docks or defacing any other structures.

25. Comfort:

- a. Owner/Tenant should use discretion in the operation of power equipment so as not to create exceptional noise or propeller currents after dark or before 8 A.M. Other noise should be kept to a minimum at all times.
- b. Refuse and garbage shall not be thrown overboard but is to be placed in bags and placed in the appropriate containers in the parking lot. If refuse items are too large to fit in designated containers then disposal of items is at owner's expense.
- c. Oil, spirits, flammables, and oily bilges may not be discharged into the canal waters.
- d. Plastic bags foul propellers and clog water intakes - **DO NOT THROW PLASTIC BAGS OVERBOARD.**

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BOAT LIFT RULES

All rules described in the 'Dock Rules, Terms, and Conditions' section are applicable for owners with boat lifts, but in addition, the following rules are stipulated.

1. **Installation Approval.** The approval to install a boat lift will only become valid after the Owner has agreed to comply with the Association's rules and regulations, and has received permits as necessary from the City of West Palm Beach, State of Florida, or the Department of Environmental Protection, and any other regulatory authority having responsibility for such installations. The installation must be performed by a licensed contractor approved by the State of Florida to perform such an installation. The work must be performed in accordance with the manufacturer's installation specifications and requirements.
2. **Installation Insurance.** The Owner will be responsible to ensure that the contractor has sufficient insurance coverage to work within Eton House. It is the Owner's responsibility to ensure that any subcontractor or outside service provider used in connection with the installation has liability and workers compensation insurance sufficient to indemnify the Association against any damage to any person, property, the existing dock, other boats or neighboring property, or any other common element or limited common element of the Association. The Owner of the lift is required to provide declarations naming the Association as an additional insured for any vendors working on the installation. No work can begin until the Association has received proof of the aforementioned insurance.
3. **Installation Legal Costs.** Any legal costs associated with the installing of the boat lifts at inception and at any time thereafter will be paid by the lift owner, unless such legal costs relate to all installed lifts in which case same shall be shared equally by all lift Owners.
4. **Responsibility for Lifts.** The Owner of the lift will hold the Association harmless for any damages caused by the boat lift, its vendors or repair personnel, including and not limited to breaking loose, breaking up or blowing away and causing damage to other boats, docks, persons, or other neighboring property. The Owner will pay for all corrective actions associated with any of the preceding.
5. **Maintenance of Lifts.** The lift shall be maintained by the Owner. The Association reserves the right to take corrective action ten (10) days after providing written notice of deficiency to the Owner if the Owner fails to maintain the lift in a condition consistent with the standards set by the Association, which may be changed from time to time, and according to new requirements adopted by the Association. In the event the Owner fails to maintain the lift, the Association reserves the right to make any necessary repairs and to assess the cost to the Owner.
6. **Lift Mechanical Requirements.** The Owner agrees to the following:(A) Under normal conditions the surface of the boat lift closest to the water will never be more than four (4') feet above the mean tide high water line; (B) Pilings installed must have black wraps or conform to any of the specifications required by the Association which may change from time to time.
7. **Slip Payments After Installation.** Once installed the Owner of the lift must pay the Association for the slip rental according to the payment terms provided in the 'Dock Rules, Terms, and Conditions' section above, whether they have a boat in the slip or not. The owner is responsible for the continuous payment of rental fees until the lift is removed or transferred to another Owner in accordance with the rules provided elsewhere in this section.
8. **Lift Transfers or Assignments.** The original Owner of the lift may not assign, transfer or lease the use of the lift to any other person or entity who does not reside at Eton House. If the original owner would like to transfer the lift to another Eton House owner, they must notify the dock master, and off the slip with lift to the next person on the waiting list. If the next person on the waiting list does not agree to leasing a slip with a lift, and to abide by the terms in this section, then the next person on the list shall be offered the slip, and so on, until all persons on the list have been offered the slip. After all persons on the waiting list have been offered the slip with the lift, and if none have agreed to take it, then it may be offered to other Eton House owners or residents. This is treated differently from a slip that doesn't have a lift, because when a slip

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becomes vacant, it must be offered to the next person in line on the waiting list first and that person must take it or be removed from the waiting list. But due to the expense of maintaining a lift, no one on the waiting list is required to accept the slip with a lift if it becomes available.

9. **Owner Sale of Private Dwelling: Removal of Lift.** The boat lift must be removed by the selling Owner before the sale of their private dwelling unless the lift ownership is transferred to a new owner under the terms and conditions described elsewhere in this section. The dock must be brought back to its original condition before the lift was installed, to the satisfaction of the Board. Any costs for removal of the lift, and repairs to the dock to bring it to its original condition will be the responsibility of the selling Owner. If the dock is not brought back to its original condition, or if any costs are not paid by the selling owner, the Eton House Condominium Association will place a lien on the Private Dwelling to recover their costs, and the Association will not allow the lift to be transferred to the new owner. The Association may, at their discretion, sell the lift in order to recover their expenses. Proceeds from the lift sale or lien satisfaction will go entirely to the Eton House Condominium Association.
10. **Owner Sale of Private Dwelling: Transfer of Lift.** When an Owner who has a boat slip with a lift desires to sell their Private Dwelling, the slip with lift shall first be offered to current Association Owners who are on the waiting list, if one exists. If there are no Owners on the waiting list, then the offer shall be made to all the current Owners who do not already have a boat slip. The offer shall be made by the Eton House Condominium Association in writing, and sent to each owner via US mail. Interested Owners shall have 30 days from the date of the postmark to notify the Association of their intent to utilize the slip. Owner requests will be handled on a first come first served basis. If after 30 days, no current Owner has notified the Association of their intent to utilize the slip, then the Selling Owner of the Unit shall have up to 120 days to sell their Private Dwelling, together with the right to use the slip and lift to the new Owner. If any current Owner, who does not already have a boat slip, desires to utilize the slip, and no other slip is available, then they may request that the lift be removed. If the current Owner is interested in a slip, and one is available that does not already have a lift, but will not accept a slip with a lift, then the current Owner must take the available slip and cannot force the selling Owner to remove the lift. If the selling Owner finds a buyer for the Unit, who does not want to use the lift, then the lift shall be removed by the Owner, as described elsewhere in this section, unless the Board agrees, in writing, that the lift may be left in place.

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General Agreement:

Owner/Tenant shall be subject to and shall abide by all rules as described in this document as well as the General Eton House rules and bylaws. Violations of procedures, disorder, or inconsiderate conduct by Owner/Tenant or guests is cause for cancellation of this agreement.

This agreement is effective commencing the date of acceptance by Owner/Tenant and shall continue until terminated upon one of the following conditions:

1. By breach or forfeiture of any of the covenants or provisions of this agreement. Eton House will give notice in this case to the owner, and the owner may rectify the situation to prevent termination of the agreement.
2. By 30 days written notice of termination by Owner/Tenant.
3. End of terms of lease agreement

Date Entered into and Approved:

Month: _____ Date: _____ Year _____

Owner/Tenant Signature: _____ Date: _____

Eton House Board Member: _____ Date: _____

Eton House Management Representative: _____ Date _____

I hereby acknowledge(s) that I/We have read and fully understand the rules and regulations for Eton House and that paying Eton House Association one quarter's slip fee and taking possession of the assigned slip signifies acceptance of said rules and regulations (hereby attached and initialed, 3 pages) and I/WE agree to abide by them.

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