

HAWTHORNE BAY, INC.

APPLICATION FOR SALE/LEASE APPROVAL

This application must be completed in detail by the proposed buyer or lessee and returned to:

Hawthorne Bay, Inc

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

1. _____ 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.** \$150.00 per married couple(a copy of marriage certificate will be required if names differ).
 - a. An additional one 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.

Please note: All checks must be in the form of money order or cashier's check ONLY.

2. _____ Legible copy of each applicant's valid driver's license or government issued picture ID.
3. _____ Legible copy of all vehicle registration that will be parked in the community.
4. _____ Signed Authorization and Consent for Release of Information Form.
5. _____ An executed copy of the sales Contract or Lease Agreement.
6. _____ Pet information: photograph and vaccination records.

***Please do not schedule a closing or occupy unit until you have been approved by the board and issued a certificate.**

*Applicant(s) will be contacted once the board has made a decision. **Note: the board has up to thirty (30) days to make the final decision.** You may follow up via email to: **applications@alliedpmg.com**. Please include the following subject line (HBI/ Applicants Last Name – Property address) in your email(s).

REV/2024-04

Initials _____ Initials _____



HBI

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: _____

Initials _____ Initials _____

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 # _____



International Background Check Required information

ONE FORM PER INTERNATIONAL APPLICANT

*****Please note: International Backgrounds can take up to 4 weeks, you acknowledge this will create delays in your application process*****

Applicant:

Full Legal Name: _____

Mothers Full Legal Name: _____

Country of Origin: _____

Complete (IN COUNTRY) Address: _____

****In-Country of Origin****

Signature of Applicant: _____

Government ID Requirement:

- CPF Number and Copy of Registro Geral Identity Card (preferred)
- Or
- CPF Number and one of the following copies of ID
 - Carteira de Trabalho e Previdência Social (CTPS)
 - Passport
 - Carteira de Habilitação/Carteira de Motorista (Driver's License)
 - Professional License
 - Registro Nacional Migratório (National Migration Registration Card) (RNM)
 - Registro Nacional de Estrangeiros (RNE)
 - Copy of Foreign Passport (only if the candidate has none of the above identification) *

Hawthorne Bay Inc

EMERGENCY INFORMATION FORM

Please take the time to fill out this form and return it to Allied Property Management Group, Inc. as soon as possible. This will help the manager and Directors to help you in case of an emergency. We need updated information. Thank You.

NAME: _____ UNIT#: _____

STATUS: (Check One)

Owner

Renter

Roommate

YOUR CONTACT NUMBERS:

CELL: _____

HOME: _____

WORK: _____

EMAIL: _____

If you are the Owner, are you planning to live in the unit or rent it out? Please see Association Documents that pertain to any restrictions to renting out your unit.

Live in the unit

Rent the unit out

ANY OTHER IMPORTANT INFORMATION: _____

****The Board of Directors must have a key to your unit in case of emergency!! Please make sure to give the key to a Board Member as soon as you move in!!**

HAVE YOU GIVEN A KEY TO THE BOARD OF DIRECTORS? ___YES ___NO

Initials _____ Initials _____

VOTING CERTIFICATE

To Management of
Hawthorne Bay, Inc.
(the "Association")

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Unit No. ____ have designated _____(Name of Voting Representative) as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration of Condominium and the Articles and By-Laws of the Association.

The following examples illustrate the proper use of this Certificate:

- (1) Unit owned by John Doe and his brother, Jim Doe. Voting Certificate required designating either John or Jim as the Voting Representative (NOT A THIRD PERSON).
- (2) Unit owned by A1A Corporation, Inc., a corporation. Voting Certificate must be filed designating person entitled to vote, signed by President or Vice-President of Corporation and attested by Secretary or Assistant Secretary of Corporation.
- (3) Unit owned by John Jones only. No voting certificate required.
- (4) Unit owned by John and Jane Doe, husband and wife. Voting Certificate required.

This Certificate is made pursuant to the Declaration of Condominium and By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED this __ day of _____, 20__.

Owner

Owner

Owner

NOTE: This form is not a proxy and should not be used as such. Please be sure to designate one of the joint owners of the unit as the Voting Representative, not a third person.

Initials _____ Initials _____

Hawthorne Bay, Inc.
A Condominium

INTERVIEW TOPICS FOR OWNERS

Name of prospective owner _____ Unit # _____

*Must have at least two board members.

First, tell us a little about yourself and why you chose to live here at Hawthorne Bay.

1. Review and ask if prospect understands the Byi Laws and condominium Rules and Regulations.
2. Reiterate emphasize the pet restriction to two cats per household.
3. Orkin exterminator is on the premises every other month as posted on the bulletin board in mailroom.
4. The pool's hot water heater can be turned on upon request of owner.
5. A current key to the residence must be kept in the locked key box located in the locked cage area of the third floor. Encourage placing vehicle key there also.
6. Emphasize the parking restriction. Violations will be enforced. This includes towing overnight parking of vehicles without parking permits displayed on the dash.
7. State where moving pads and floor panels are located for the elevator, which **must** be used when moving in/out. Remove the pads and floor panels immediately after activity.
8. Stress security in stairwell and all entry doors (front, side and rear) **MUST** remain locked at all times. We have one entry system key throughout the building.
9. Apartment upgrades: tile or wood flooring requires a sound suppressor. Work performed Monday - Saturday, 8 a.m. to 6 p.m. Also, tradesmen are required to remove all materials from site, not to use/fill up our dumpster. You are also responsible that debris left by workmen is cleaned up immediately each day.
10. Submit a check for \$100 to Allied Management, for Hawthorne Bay Inc., for each adult occupying the apartment for background check and administrative fees.
11. For new owners of units, a certificate of approval will be provided prior to settlement.
12. Condo maintenance fees are due the first of the month. If not received by the end of the 10th day of each month, a \$25 late fee will apply. Contact Allied Management for payment of maintenance fees (i.e. coupon book, direct debit, etc.)
13. Discuss various items from Rules & Regulations, i.e. noise, grill, laundry facility, trash, elevator pads, security, boat dock, car washing, garbage disposal use, turn off main water valve when absent for an extended period of time.

Owner's signature _____ Date _____

Board Member Signature _____ Date _____

Board Member Signature _____ Date _____

Hawthorne Bay Condominium Association, Inc.

RULES AND REGULATIONS

Approved by the Board of Directors

July 2013

A. GUESTS/OWNERS RESPONSIBILITIES

1. The Board of Directors must be notified by an owner or renter, in writing, of a guest occupying their apartment for more than a week during their absence. The names and dates of occupancy must be included.
2. Owners are responsible for informing their guest of these Rules and Regulations as well as their adherence to them.
3. Owners and renters shall be responsible that their guests, particularly children, conduct themselves in a manner that does not annoy other occupants.
4. Owners, renters and guests are requested to refrain from making unnecessary noise, both in their apartment and the common areas. Please be considerate of other owners during the building's quiet time: 10 p.m. to 7 a.m.
5. If an owner or renter is away the Board must be notified of their absence.
6. Persons using the common areas and going to and from the pool must wear a cover-up and appropriate footwear. The lobby and elevator floors should be kept dry at all times.
7. Any guest residing in the building for more than one month is considered a Cohabitant and must be interviewed by the Board in order to sign off on the Rules and Regulations.

B. GENERAL

1. The use of private charcoal grills or gas barbecues is not permitted by any owner or renter on the balcony, patio, and catwalk or anywhere in or around the building or property.
2. After using the common outdoor gas grill, owners, renters or guests must clean it and cover it after it cools down. If anyone is negligent in taking proper care of the grill after using it, they will be responsible for repair of damaged parts or the replacement of the grill.
3. There will be no waterbeds in the building.
4. Laundry room facilities are for the use of the owners and renters on their respective floors. When the machines have completed their washing or drying cycle, laundry shall be removed as quickly as possible, both sides of lint trap cleaned, the water valves turned off, and room left in a clean and tidy condition. Laundry should not be done during the building's quiet time: 10 p.m. to 7 a.m.
5. Individual washers and dryers are prohibited according to: Hawthorne Bay Condominium Documents, Page 18, XX.MAINTENANCE AND ALTERATIONS. Section A. Each owner of a unit agrees as follows: Number 2. To not make or cause to be made any structural addition, alteration, decoration, repair, replacement, or change of the common elements or to any outside or exterior portion of the building, whether within a unit or part of the limited common elements, without the prior written consent of the Board of Directors of the Association.

6. Laundry, bathing apparel, towels, rugs and articles of clothing shall not be placed anywhere outside the apartment or on balcony railings.
7. Garbage or trash placed in the chute shall be double plastic bagged and tied. Boxes are to be broken down.
8. Under no circumstances should you use a garbage disposal. The plumbing lines in the building cannot accommodate this.
9. Pet Policy: Two (2)-domesticated **CATS ONLY** may be kept in an owner's apartment. Whenever outside the apartment, the cats must be carried.
- 9A. The building has a **NO DOG** policy.
10. Animal Policy: Owners are not to feed stray or feral animals, which litter the grounds with feces.
11. Any suggestions that would support or complaints that would hinder our Rules and Regulations shall be directed to the Board of Directors in writing in the Lounge mailbox.
12. Exterior hurricane shutters must be ordered from the Board approved Solaroll Company. *Hurricane shutters are an owner expense and can be installed only with the written permission of the Board of Directors.*
13. When using the elevator to move furniture, appliances, or other heavy equipment the pads to protect the elevator walls and the floor **must** be used. These are located in the rear of the 1st floor storage room. They should be taken down promptly when moving is done.
14. Smoking or carrying any lighted tobacco products is banned in enclosed commons areas – lounge, kitchen, hallways, lobbies, and elevator. Common areas not “enclosed” are not involved; examples are pool, balcony, dock and patio facilities. Individuals are responsible for proper disposal of these items. Owners, renters and guests may of course smoke in their own units. This is part of The Florida Clean Air Act. The first fine for violations will be \$100.00; repeat offenses can draw up to a \$500.00 penalty. H.R.S. and the State Fire Marshall will enforce this.
15. An application fee in the amount of one hundred dollars (\$100.00) per adult applicant shall accompany an application for transfer of ownership or the lease of unit. This covers the cost of checking the references given by the applicant, and such other costs of the investigation that may be incurred by the Board of Directors.
16. Construction (*including hammering, drilling, etc.*) cannot begin before 8:00 a.m. and must cease by 6:00 p.m. from Monday through Friday. Saturday hours for construction are 9 a.m. to 5 p.m. **Saturday hours were changed on 1-11-11** *Noise carries throughout the entire building.*
17. Signs, including “For Sale” or “For Rent” are not permitted without permission of the Board of Directors.
18. Live or artificial plants are not to be placed on the catwalks without the permission of the Board. Only doormats are allowed on the catwalks placed in front of doorways.

19. All major renovation plans that include alteration to the common areas must be Board approved. No un-approved furniture donations to the common areas.
20. Do not place bulk trash in front of the building. This is a violation of City Ordinance 24-7 (b) Unlawful accumulation of bulk trash on the property/swale constituting a public nuisance.
21. If a business is being conducted in an individual unit there can be no customer traffic in or out of the property. Customers and/or employees are not permitted to use the parking lot. The activity can in NO way disturb other residents or impede the orderly operations of the building and Association. All exterior business signage is prohibited.
22. If electrical and plumbing work is done in any unit only licensed workmen may be used.
23. *HB Board must be notified of the installation of any AC handler inside unit, AC compressor on the roof and hot water heater inside the unit. The installer must be licensed and insured. In addition the unit owner must file a city permit for any of these installations and notify the HB Board with proof of completed inspection and approval by the city of Fort Lauderdale.
*See HB Board of Directors Meeting Minutes, July 23, 2013: "Please add this to your copy of Rules and Regulations as of July 23, 2013".

C. SECURITY

1. The stairwell doors on each floor must be kept locked at all times. The doors re-lock automatically. The lobby entrance doors are locked at all times. All residents, entering or leaving, will check and make sure the doors are secure. This includes the rear door to the pool area and the side door entrance to the lobby.
2. Use of the elevator shall be avoided during thunder and lightning storms as most power failures occur then.
3. Owners, renters and/or guests leaving for extended periods must secure their apartment. A list of suggestions on how to prepare inside and outside of your apartment is posted on each of the laundry room bulletin boards. At a minimum, the apartment's main water valve is to be turned off during these absences. Balconies must be cleared of all furniture and furnishings.
4. Owners and renters will furnish the Board of Directors a duplicate key to their apartment and a key to their automobile. If an auto key is not provided and there is an emergency, the car will be towed at the owner's expense. The key will be kept in the 3rd floor key locker, be accessible only to the Board of Directors and for emergency purposes only.

D. POOL

1. Persons using the pool, dock, or the pool deck do so at their own risk. Hawthorne Bay, Inc. assumes no liability.
2. The pool fence is to remain up at all times and must be locked upon exiting.
3. Children under the age of 13 must always have adult supervision in the pool, on the deck and dock.
4. No diving in the pool.
5. No running or shouting in the pool area.

6. Glassware is prohibited in the pool area.
7. Poolside furniture must be protected by a towel or other covering during use.
8. Poolside furniture must be returned to the proper location following use. Lounge chair backs should be lowered flat.
9. In keeping with the association's effort to conserve energy and contain costs, the pool heater will be off and only turned on at the request of an owner.

E. PARKING

1. Each Unit is entitled to only one assigned parking space. Any reassignment requires the permission of the Board.
2. An owner may allow another owner, renter, or guest in residence to use his or her parking space upon written notice to the Board specifying a designated period of time. Any owner, renter, or guest in residence, using a parking space assigned to another owner, must park in the street when the owner returns with his/her vehicle.
3. Pickup trucks, campers, motorcycles or any vehicle used for commercial purposes, will be permitted in the parking area only on a temporary basis during daylight hours. Said vehicles may not park overnight. Boats or trailers are not allowed.
4. Owners or renters are not permitted to dock a boat on a permanent basis. Owners, renters or guests may dock a boat of less than 25 feet for 48 consecutive hours at their own risk, only after obtaining written permission from the Board of Directors. Any damage to the dock is the responsibility of the Unit/boat owner.
5. For personal safety reasons, motorcycles, bicycles, roller skates, skateboards or similar wheeled devices will not be ridden in the parking lot or on the catwalks.
6. Guests will park in guest spots only. Guests using a guest parking space overnight must be staying in an owners or renters apartment. Overnight guests must display a Hawthorne Bay parking permit on their dashboard or the vehicle is subject to being towed at the owner's expense.
7. Guests must be in residence overnight to use a parking space. Parking a car in the lot while a guest is traveling is prohibited.
8. Owners, renters, and guests in residence must provide access to a car key for their vehicle that is parked in their assigned space during long term absences. This key can be either secured in the key locker or available in the owner's unit in the event that an automobile has to be moved due to an emergency.
9. The Board must be notified in writing of any change of vehicle parked in their assigned space.
10. The Board of Directors must be notified in writing of overnight guests with a vehicle staying more than two consecutive weeks.
11. Washing of vehicles is not permitted in the parking lot.

**AMENDMENT TO THE HAWTHORNE BAY CONDOMINIUM
ASSOCIATION, INC.'S DECLARATION OF CONDOMINIUM**

Additions indicated by underlining, deletions indicated by -----.

XXIV. CONVEYANCES, SALES AND LEASES

C. Units may be leased or rented only with prior approval of the Association, but tenants shall be registered with the Association prior to occupancy, and unit owners shall bear full responsibility, financial and otherwise, for compliance of their tenants with this Declaration, the Condominium Act, and all Rules and Regulations of the Association and leasing will be subject to all of the following:

1. A lease shall be for a minimum duration of three (3) months and a maximum of one (1) year. All tenants must be screened and approved by the Association. The Association may require uniform form of a lease or lease addendum.

2. An apartment may only be leased once in any twelve (12) month period.

3. Leases may be renewed once subject to approval of the Board in the same manner as the initial approval and only if such renewal is not precluded by any other provision hereof.

4. The lessee or lessor must prior to occupancy by the lessee place with the Association a security deposit of five hundred dollars (\$500.00) as security against damage to the common elements caused by the act or omission or negligence of the lessee or its guests or invitees and to secure their compliance with the terms of the condominium Documents and applicable law and rules and regulations.

5. No Owner may lease their unit until after the first two (2) years of ownership.

6. No more than two units can be rented at any one time. If two units are being rented, any owner wishing to lease shall submit his name and unit number to the Board of Directors to be placed on the waiting list to rent, and no owner who is renting may renew a lease for any time period if another owner is on the waiting list to rent. The Board of Directors may adopt rules regarding the procedures and requirements to be on the waiting list to rent. This limit of two rental units may be expanded by vote of the Board in its sole discretion to not more than four rental units in

extraordinary circumstances, including but not limited to an inheritance by an out of state person or if an owner is infirm and needs to go into a rehabilitation center for a period of more than three months. When the number of rentals exceeds two, no owner may renew a lease until the level of rentals drops to two.

7. Apartments cannot be rented for more than two years in any ten year period. This ten year period only starts over for a new owner upon a bona fide sale to an unrelated third party, which does not include, for instance, deeding from parent to child or spouse to spouse.

For purposes of these restrictions on leasing: i) conveyance to a unit owner's trust, a transfer upon death, or between family members who reside at the unit, will not be considered a change in ownership.

D. Notwithstanding any provision in this Declaration to the contrary, a first mortgagee upon becoming a unit owner through foreclosure or by Deed in Lieu of Foreclosure, or whoever shall become a unit owner as a result of a foreclosure sale by a mortgagee shall have the unqualified right to sell, ~~lease, or mortgage, or otherwise transfer or encumber said unit~~ without prior approval of the Board, and the provisions of this Article shall not apply to such persons to the extent stated.

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HAWTHORNE BAY
Addition to Rules & Regulations
July 27, 2016

The following revision/addition was approved by the Board on 7/27/2016.

Please include this page in with your Rules and Regulations.

(Strikethroughs are removed and additions are underlined)

12. ~~Exterior hurricane shutters must be ordered from the Board approved Solaroll Company.~~
Hurricane shutters must be installed on the sliders/windows only, attached to the building. They must be white in color and NOA approved. *Hurricane shutters are an owner expense and can be installed only with the written permission of the Board of Directors.*

Patios: No tile or other covering is allowed on the patios.

2

INSTR # 112910024
Recorded 04/07/15 10:35:00 AM
Broward County Commission
Deputy Clerk 3370
#2, 2 Pages

This instrument prepared by/return to:
Rhonda Hollander, PA
314 South Federal Highway
Dania Beach, FL 33004

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF HAWTHORNE BAY, INC.**

I HEREBY CERTIFY THAT the attached amendments to the Declaration of Hawthorne Bay, Inc., as recorded in Official Records Book 23600 at page 669 of the Public Records of Broward County, Florida were duly adopted in the manner provided in Section IX of the Declaration, at a meeting of the Membership held on March 18, 2015.

IN WITNESS WHEREOF, I have affixed my hand this 2 day of April, 2015 at Broward County, Florida.

WITNESSES:
Sign: [Signature]

HAWTHORNE BAY, INC
By: [Signature]
Paul Turpin, President

Print: Marlene Harden

Sign: [Signature]

Print: Jim Goldberg

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2nd day of April, 2015 by Paul Turpin, President of Hawthorne Bay, Inc a not for profit corporation, who is personally known to me and who did take an oath.

MY COMMISSION EXPIRES:

[Signature]
Notary Public, State of Florida



Initials _____ Initials _____

2

AMENDMENT TO THE DECLARATION OF HAWTHORNE BAY, INC.

Please note: Additions are indicated by underlining. Deletions are indicated by ~~strikethrough~~.

Declaration

The Association proposes the addition of subsection (E) to Article XX of the Declaration:

Article XX: Maintenance and Alterations

(E) Notwithstanding any provision to the contrary in this Section or elsewhere in this Declaration, Bylaws, Articles of Incorporation or any other provision of the governing documents, all unit owners shall be responsible for the maintenance and replacement of their condominium unit windows, sliding balcony doors, and glass enclosures. All unit owners shall replace and upgrade all of their windows, sliding balcony doors, and glass enclosures to impact rated glazed window openings. All windows, sliding balcony doors, and glass enclosures upgrades shall be performed by the unit owner by February 1, 2017 or upon such time that the windows, sliding balcony doors, and glass enclosures have reached the end of their useful life and must be replaced as determined by the Board of Directors, in their sole discretion, whichever event shall occur first. All such installations must strictly conform to the standards which will be established by the Board of Directors and must be approved by the Board before installation. All costs and expense for the repair, replacement, and upgrades of the windows sliding balcony doors, and glass enclosures shall be borne by the Unit Owner. In the event the owner of a unit fails to upgrade their windows sliding balcony doors, and glass enclosures to impact rated glazed window openings by the deadline, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association, through its Board of Directors, shall have the right to enter upon the premises and replace and upgrade the windows sliding balcony doors, and glass enclosures on the Unit Owners behalf which shall not be deemed a trespass and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments and pursue collection of the assessment through the Association's lien and foreclosure rights.